

ARTICLE 1. Agreement

Preamble

The District and Federation agree to engage in the interest-based process for collective bargaining until such time as either or both parties find the process is no longer in their interest. Further, both parties agree that all relevant participants receive training in the interest-based negotiations process. Those participants include, but are not limited to, the District-Federation negotiating team, school board members, N-MFT executive board, superintendent's cabinet, and the N-MFT's contract development committee. The District and N-MFT will work collaboratively to schedule training during the term of this agreement.

- 1.1 The articles and provisions contained within this agreement constitute a bilateral and binding agreement by and between the Board of Education of the Newport-Mesa Unified School District, hereinafter referred to as "District," and the Newport-Mesa Federation of Teachers, CFT/AFT/AFL-CIO, hereinafter referred to as "Federation."
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code of the State of California. The District and Federation will follow all legal requirements relative to employee behavior.

The provisions of this contract shall apply to those employees who are designated under Article 2 below.

This agreement shall be effective on July 1, 2003 and shall remain in full force and effect until June 30, 2006. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated. This agreement will continue in full force and effect unless changed by mutual agreement of both parties.

Either party shall have the right to reopen up to three articles of choice plus unit member service calendar, salary and benefits.

By mutual agreement of both parties any other article may be negotiated to resolve problems.

- 1.5 The District shall appoint its representatives to contract committees, and the Newport-Mesa Federation of Teachers shall appoint its representatives to contract committees.
 - 1.5.1 Contract committees shall present their recommendations to the Negotiating Team. Final agreement shall be subject to ratification by the Board of Education and by the Newport-Mesa Federation of Teachers.

ARTICLE 2. Recognition

- 2.1 The District recognizes the Federation as the exclusive representative as defined by Section 3540.1(e) of the Government Code. The exclusive representative shall represent all certificated employees who are employed in positions listed in Section 2.1.1 below and who are either regular full- or part-time employees, whether permanent or probationary; or, temporary contract employees as defined by law.
- 2.1.1 Unit members include the following certificated employees:
Classroom and Resource Teachers
Special Education Teachers
Federal/Special Projects Teachers
Counselors
Librarians
Psychologists
Nurses
Resource Specialists
Program Specialists
Adult Education and other hourly certificated as defined in Article 18.1
- 2.2 The exclusive representative shall not represent employees who are substitutes, part-time hourly employees not working daily and who are employed for less than seventy-five (75) percent of the number of days of each school year, management or confidential employees listed in Section 2.2.1, or any other employee not specifically included in Section 2.1.1.
- 2.2.1 Superintendent
Deputy Superintendent
Assistant Superintendent
Directors
Coordinators
Principals
Assistant Principals

ARTICLE 3. Days and Hours of Employment

3.1 Days of Service

3.1.1 Unit members shall provide one hundred and eighty-six (186) days of service.

3.1.2 Secondary counselors shall provide one hundred and ninety-six (196) days of service. The site principal will approve the counselor's work schedule after discussion with counselors at the site.

3.1.2.1 Schools with a single counselor assigned at the site are eligible to request an extra five (5) days as approved by the site administrator and Assistant Superintendent, Secondary Education.

3.1.3 When a unit member is required by the District to provide services prior to the commencement of, or after the end of, the Unit Member Service Calendar, the unit member shall be paid his/her per diem salary rate.

3.2 Hours of Service

3.2.1 Unit members shall spend such time at school and in school-related activities as is necessary to provide for student needs and a quality education program.

3.2.1.1 Unit members shall be present at their respective classrooms, assignments or engaged in other school duties, unless otherwise directed by their immediate supervisor, no later than thirty (30) minutes before their first assignment.

3.2.1.2 Beginning in 2004-05, individual elementary school sites shall have the option of establishing the number of instructional minutes for Kindergarten classes within a range the State required 200 minutes up to the length of the minimum number of instructional minutes for Grades 1-3. The determination shall be made in accordance with 3.2.1.6 below. Unit members assigned to teaching Kindergarten classes who are not teaching their own classes are required to be available for assistance in the elementary instructional program during the full number of instructional minutes for the primary day schedule at their site. (EC 46118)

3.2.1.3 All unit members in Grades K-6 shall remain on campus for the entire instructional day required of Grade 4-6 students.

3.2.1.4 Beginning in 2004-05, the instructional minutes for Grades 1-3 shall be increased above the State required minimum. The determination shall be made in accordance with 3.2.1.6 below.

- 3.2.1.5 It is the intent of the parties that the Grade 1-3 starting and ending times match the Grade 4-6 starting and ending times, although the number of instructional minutes may vary.
- 3.2.1.6 Elementary site decisions relative to the additional optional length of the instructional day shall be made in a collaborative process between the site administration, the affected unit members, and parents with children in the affected grade levels. If the site has difficulty reaching consensus, facilitators trained in the interest-based process from the District and Federation will assist.
- 3.2.1.7 Unit members teaching in a 7-12 school shall, regardless of teaching assignment, teach the same number of instructional minutes required for 9-12 unit members.
- 3.2.1.8 Non-student days. On preparation and staff development days, unit members shall be present on campus for six (6) hours plus a minimum 30 minutes lunch break.
- 3.2.2 In instances of emergency, the District shall reserve the right to assign unit members responsibilities to protect the health and safety of students; however, no unit member shall be required to place his/her life or limb in jeopardy.
- 3.2.3 The number of instructional minutes per day for students shall be as follows:

Kindergarten	200 Minutes per day
Grades 1-3	280 Minutes per day
Grades 4-6	330 Minutes per day
Grades 7-8	330 Minutes per day
Grades 7-12	360 Minutes per day
Grades 9-12	360 Minutes per day

The instructional minutes shall meet the requirements of Education Code Section 46201 - 46206, inclusive.

- 3.2.3.1 Under a District-Federation Trust Agreement, (See Appendix D) schools may apply for waivers to reconfigure instructional minutes for school improvement and staff development through the Joint Coordinating Committee for Restructuring.
 - 3.2.3.1.1 Waivers regarding reconfiguration of instructional minutes that have been in place for three or more years will remain in effect without an annual waiver unless either the District or the Federation requests a review of that continuing waiver. After three years, schools will resubmit waivers for review by the JCCR every three years.

3.3 Elementary Conference/Preparation Period

- 3.3.1 Each classroom teacher in grades 4-6 shall receive on a weekly basis a conference/preparation period equal to sixty (60) consecutive minutes per week (i.e. Wed.).

The on-site workday shall not, however, be reduced as a consequence of the conference/preparation time for such members.

3.3.2 In addition to the conference/preparation time allotted in 3.3.1, each classroom teacher in grades 4-6 at the elementary school shall receive, on a weekly average basis, conference/preparation time equal to a minimum of eighty (80) minutes per week. Scheduling is to be determined with staff involvement. Beginning in 2004-05, classroom teachers in grades 4-6 at elementary sites will receive three (3) on-site release days per year with a substitute teacher to prepare for report cards and parent conferences. One release day per trimester is allocated and may not be banked. Each day must be used in the trimester allocated and may not be carried over to the following trimester or school year.

3.4 Each unit member shall be entitled to a minimum thirty-minute (30) duty-free uninterrupted lunch break.

3.5 Each full-time unit member assigned to a regular classroom in grades 7-12 shall receive on a weekly basis the equivalent of one (1) planning, preparation, or conference period each day.

3.6 Each unit member who works at two (2) or more sites on one (1) day shall have sufficient time to travel between work sites.

3.7 Entire staff/faculty meetings will be limited to an average of three (3) hours per month to conduct school business. This section does not include voluntary or department meetings, role and recompense stipend duties, and meetings waived under the restructuring agreement.

It is understood and expected that the three (3) hour maximum will be expanded at sites completing state and federal reviews (i.e. WASC, CCR, Comite`, etc.). Additional time for expansion of staff meetings will be approved by the site leadership team including at least one NMFT site representative.

3.8 The District will provide opportunities for unit members to visit one (1) other classroom per year, within or outside the District for the purpose of improving instruction, with the approval of the principal, who will make the arrangements.

3.9 Non-Classroom Supervision

It shall be the responsibility of the school principal, with staff involvement, to assign non-classroom supervision duties to all school staff (including administration) in a fair and equitable manner.

ARTICLE 4. Federation Rights

- 4.1 The District and the Federation recognize the rights of employees to freely form, join, and participate in activities of the representative employee organization.
- 4.2 The District shall provide reasonable release time for the Federation negotiations team for the purpose of negotiating an agreement. Negotiations shall commence following the required public notice provisions of the California Government Code.
 - 4.2.1 The President of N-MFT and one bargaining unit member will meet with the Assistant Superintendent, Fiscal Services, or designee, at least twice each month to review the budget status including but not limited to expenditures, revenue and enrollment.
 - 4.2.1.1 An annual budget not to exceed \$6,000 will be allocated for costs associated with release time and/or extra hours for the bargaining unit member.
- 4.3 Communication with Bargaining Unit
 - 4.3.1 The Federation may use District mail, telephones, faxes, e-mail and other electronic communication devices for direct correspondence to any individual. Unit-wide mailings shall be distributed through representative(s) of the Federation at each site.
 - 4.3.2 A designated portion of one (1) bulletin board shall be provided to the Federation for the posting of Federation materials/information at each work site with certificated employees.
 - 4.3.3 The Federation shall have the right to make brief announcements at faculty meetings, provided advance notice is given to the site administrator.
 - 4.3.4 Federation representatives may contact unit members prior to and after required work hours and during lunch hours.
 - 4.3.5 The Federation shall be granted use of District sites/facilities during times other than duty hours for Federation meetings, provided that:
 - 4.3.5.1 A Use of Facilities request is filed at the District Office at least two (2) business days in advance of the requested use of the site;
 - 4.3.5.2 No other use of the facility has been previously scheduled, requested, or granted.
 - 4.3.5.3 Any custodial services which are other than routinely required for the day of use shall be paid for by the Federation.
- 4.4 The Federation may designate up to (2) elected representatives who shall be granted full or partial service contracts.

- 4.4.1 Contracts will be reviewed annually in a timely manner with the District to assist in staffing.
 - 4.4.2 The Federation agrees to reimburse the District for costs of 1.5 FTE's based on Cell A1 of the Certificated Salary Schedule and the remaining .5 at full replacement cost.
 - 4.4.3 Any additional days required for conducting Federation business will be reimbursed to the District at the cost of a substitute.
- 4.5 The Superintendent or his/her designee and Assistant Superintendent of Human Resources shall meet with the President and/or Vice President of the Federation at regularly scheduled intervals and at other times as deemed necessary by either party to discuss items of mutual concern.
- 4.6 Organizational Security
- 4.6.2 Dues Deduction
 - 4.6.2.1 As the exclusive bargaining agent, the Federation shall have the sole and exclusive right to have membership dues and representational service fees deducted for employees in the bargaining unit by the District. The Federation shall provide the District with a current schedule of its authorized dues and service fees.
 - 4.6.2.2 The District shall deduct dues from the wages of all full time or part time employees who later sign and deliver to the District an authorization form authorizing the deduction of membership dues and general assessments in the Federation. It is understood that after the effective date of this agreement July 1, 1994 any current member who resigns from the Federation will still be obligated to pay a service fee.
 - 4.6.2.2.1 Pursuant to the signed authorization card, the District shall deduct one tenth of the dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
 - 4.6.2.2.2 A pro rata share of the membership dues or service fee shall be deducted for part time employees.
 - 4.6.2.3 All full-time and part-time bargaining unit members shall either become a member of the Federation or pay the Federation a representational service fee in an amount not to exceed the periodic dues and general assessments of the Federation for the duration of the Agreement.
 - 4.6.2.3.1 Employees being reinstated from layoff or returning from Leave of Absence within 39 months shall be considered current employees.

- 4.6.2.3.2 Those rehired after 39 months will be considered to have a new hire date for the purpose of this article only.
- 4.6.2.4 Bargaining unit members new to the District shall within thirty (30) days from the date they commence their assigned duties either become members of the Federation or pay to the Federation a representational service fee in an amount equal to membership dues and general assessments. No portion of the representational service fee shall be used for political purposes. Payment of such fees shall be made either by monthly payroll deductions or by cash payment directly to the Federation in one lump sum within thirty (30) days of the effective date of employment on or before October 1. In the event that an employee shall not pay such fee directly to the Federation, the Federation shall notify the District of said failure to pay and the District shall begin automatic payroll deduction as provided for in Section 45061 of the California Education Code. There shall be no charge to the Federation for mandatory representational service fee deduction.
- 4.6.2.5 The District shall not make service fee deductions from employees who are on unpaid status.
- 4.6.2.6 Employees who are members of a religious body whose teachings or tenants include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Federation; except that such employees shall have deducted, in lieu of the service fee, a sum equal to such service fee to be paid to either the Newport-Mesa Schools Foundation, or the United Way Fund, or the Red Cross. Such employees shall submit annually to the Federation a written request for exemption. If a reasonable doubt exists as to the validity of the employee's membership in the stated religious body, the employee shall submit written verification of membership from the religious body.
- 4.6.2.7 Nothing in this Agreement shall prohibit any employee from making direct payments to the Federation upon written notice to the District and the Federation.
- 4.6.2.8 The District agrees to promptly remit all dues or service fees to the Federation along with the alphabetical list of the employees for whom such deductions have been made, categorizing them as to member or non-member of the Federation, and indicating any change in personnel from the list previously furnished.
- 4.6.2.9 The Federation agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.6.2.10 The Federation agrees to indemnify and hold the District harmless from any legal claim arising out of this representational service fee provision subject to the following:
- A. The Federation agrees to pay all of the District's legal cost incurred in defending against any court action and/or administrative action before PERB

challenging the legality or constitutionality of the Organizational Security provisions of this Agreement or their implementation.

- B. The Federation shall indemnify the District from any judgment for damages or other liability incurred as a result of an action brought and sustained against the Organizational Security provisions of this Agreement or its implementation.
- C. The Federation shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.6.2.10 A or 4.6.2.10 B of this Article shall or shall not be compromised, resisted, defended, or appealed.

4.7 Publications and Documents

- 4.7.1 The District shall provide two (2) copies of the complete public agenda and supporting materials of the Board of Education through either the District mail or the U.S. mail, as directed by the Federation. The distribution of the agendas to the Federation shall be made on the same day as the material is forwarded to the Board.
- 4.7.2 All materials which are distributed by the Federation must contain the date and source of such materials. In a case where only the Federation's designation is indicated, it is recognized by the parties that the Executive Board of the Federation shall be responsible for publication.
- 4.7.3 The District shall provide to the Federation not more than three (3) times per year, upon request, the names and addresses of unit members.
- 4.7.4 Copies of Contract and Ratification Agreement
 - 4.7.4.1 One (1) copy of this agreement will be provided by the District to each site upon proper ratification by the bargaining unit. The District will provide the Federation with an additional one hundred and fifty (150) copies. The agreement will be available on the District web site.
 - 4.7.4.2 The District will provide sufficient copies of the tentative agreement to the Federation for their ratification procedures. The Federation shall reimburse the District for one-half (1/2) of such tentative agreement printing/duplication costs.

ARTICLE 5. Safety Conditions and Educational Environment

5.1 Non-Hazardous Working Conditions

5.1.1 The District shall take all reasonable steps to provide safe and non-hazardous working conditions for the employees in order to promote safety and well being of the members of the bargaining unit. To ensure that exposure to unsafe conditions is minimized, unit members shall cooperate with the District in the implementation of its safety program and shall report any unsafe or potentially unsafe conditions to their immediate supervisor. OSHA standards shall be the final determinant of Health & Safety conditions at the work site.

5.2 Threats and Bodily Harm While on Duty

5.2.1 Any unit member who is threatened with bodily harm by an individual or group, or who suffers such bodily harm, while carrying out his/her assigned duties shall promptly make a report to the principal, who shall inform the Superintendent. The principal and the unit member shall jointly inform law enforcement authorities.

5.2.2 The District shall provide to the unit member reasonable cooperation in the identification of any alleged assailant(s) and/or witness(es) and in securing any physical evidence required by the unit member for preparation of a civil law suit against the assailant(s).

5.3 District Liability Insurance

5.3.1 The District shall provide liability insurance protection against any suits initiated against the District and its employees for actions or omissions by an employee within the normal course and scope of his/her District employment.

5.4 Reimbursement for Stolen Property

5.4.1 The District shall reimburse the unit member for personal property damaged or stolen, provided, however, that the site supervisor and the unit member agree that the property is a supplement to the instructional program, is registered with the immediate supervisor in writing, a value is stated at the time of registration, and the damage is not a result of the unit member's negligence. The maximum reimbursement under this section shall be fifty dollars (\$50) per registered item, unless the site/unit administrator indicates the District is willing to assume a greater liability for an item.

5.5 Educational Environment

5.5.1 The District shall make reasonable effort to maintain the temperature in each classroom at a level conducive to a good learning environment.

5.5.2 The District will make a reasonable effort to limit classroom interruptions (such as messages, announcements, maintenance) to those that are necessary and essential to the operation of the school's day-to-day business.

5.5.3 While on duty, nurses shall be provided with a suitable location to enable them to carry out their confidential services in privacy.

5.6 Disaster Preparedness

5.6.1 Each site shall have a Safety Coordinator selected by the site administrator from among volunteers. The Safety Coordinator shall receive compensation in an amount equal to 2.2 Role and Recompense Units (Appendix B5).

5.6.2 The duties of the Safety Coordinator shall include working with the site administrator and faculty to insure implementation of the District Disaster Preparedness Master Plan.

ARTICLE 6. Evaluation

6.1 Evaluation: Purpose and Responsibility

- 6.1.1 The intent of the evaluation shall be to maintain and improve the quality of the educational program.
- 6.1.2 The site and/or unit administrator or his/her designee (who has been certified by the Board of Education) is responsible for the evaluation of unit members.

6.2 Evaluation Guidelines

- 6.2.1 Temporary and Probationary unit members employed for at least 75% of the school year shall be evaluated at least twice each school year and permanent unit members shall be evaluated at least once in each two-school-year period.
 - 6.2.1.1 The first evaluation of Temporary or Probationary teachers shall occur prior to the winter recess. The final evaluation shall be completed no later than thirty days prior to the conclusion of the school year.
 - 6.2.1.2 Adult Education and other hourly certificated unit members employed in categorical programs shall be evaluated in their initial year of employment and at least once in each two-school-year period thereafter.
- 6.2.2 Evaluations shall be based upon the N-MUSD Standards for the Teaching Profession, guidelines established by the Board of Education for goals, objectives, and performance of students and individual school goals and objectives as prescribed in Ed Code Section 44662.
 - 6.2.2.1 All evaluations shall include the following areas from the N-MUSD Standards for the Teaching Profession:
 - (a) Engaging and supporting all students in learning
 - (b) Creating and maintaining effective environments for student learning
 - (c) Understanding and organizing subject matter for student learning
 - (d) Planning instruction and designing learning experiences for all students
 - (e) Assessing student learning
 - (f) Developing as a professional educator
 - (g) Related responsibilities

6.3 Steps of the Evaluation

6.3.1 Planning Phase

- 6.3.1.1 During the planning phase, the evaluator shall indicate the criteria for evaluation as identified in 6.2.3 and shall identify the evaluator's and the unit

member's roles and responsibilities during the evaluation period. The unit member may submit in writing a statement regarding any constraints which he/she believes would hinder his/her ability to achieve the goals, objectives, standards, and responsibilities upon which the evaluation is to be based. Any known supplementary materials to be included in the instructional plan shall be identified.

6.3.1.2 The planning phase shall be completed prior to the end of the sixth (6th) week of school.

6.3.2 Monitoring Phase

6.3.2.1 During the course of the monitoring phase, the evaluator shall monitor such activities of the unit member as he/she deems necessary to evaluate the unit member's progress toward meeting the District Standards for the Teaching Profession and other evaluation criteria as identified in 6.2.2. This monitoring phase shall include such observations as the evaluator feels necessary and such conferences as either the evaluator or unit member feels necessary. Beginning with the 2003-04 school year, two additional classroom observation forms will be added to the evaluation process to assist teachers and administrators in identification of instructional strategies for English language learners. The forms include The Sheltered Instruction Observation Protocol (SIOP) and the English Language Development Observation Protocol (ELD-OP). (See Appendix E)

6.3.2.2 If the evaluator indicates to a permanent unit member that improvement is required in meeting the N-MUSD Standards for the Teaching Profession and other evaluation criteria enumerated in 6.2.2, the evaluator shall indicate in writing to the unit member the following improvement plan:

6.3.2.2.1 Areas where improvement is needed;

6.3.2.2.2 Specific suggestions for improvement;

6.3.2.2.3 Additional resources which may be utilized by the unit member to assist with improvement;

6.3.2.2.4 The evaluator's role in assisting the unit member in improving;

6.3.2.2.5 Techniques which will be used by the evaluator in measuring improvement. The unit member may require up to four (4) observations to be used as a measuring technique; and

- 6.3.2.2.6 The time schedule to be used by the evaluator in future monitoring. The time schedule may extend to a subsequent school year.
 - 6.3.2.3 The unit member shall take such remedial action as is necessary to correct any deficiencies that are cited by the immediate supervisor.
 - 6.3.2.4 The unit member may voluntarily participate in the Peer Partners program to receive support from a consulting teacher in meeting the N-MUSD Standards for the Teaching Profession.
 - 6.3.2.5 The unit member shall have the opportunity to initiate a written response to the improvement plan. Such response shall become a permanent attachment to the evaluation and shall be placed in the unit member's District personnel file. If subsequent remedial action does eliminate the deficiencies, such improvement shall be noted in the final evaluation.
 - 6.3.2.6 Electronic or mechanical recording or listening devices shall not be used in the evaluation of a unit member without the unit member's consent.
 - 6.3.2.7 Conclusions relative to an improvement plan shall not be included in a final evaluation unless the improvement plan commenced at least thirty (30) calendar days prior to the final evaluation.
- 6.3.3 Final Evaluation Phase
- 6.3.3.1 Unit members shall receive their final evaluation no later than thirty (30) calendar days prior to the close of the school year in which they are evaluated.
 - 6.3.3.2 A meeting between the evaluator and the unit member shall be held regarding the final evaluation no later than the last school day on the Unit Member Service Calendar. The unit member may be accompanied by a Federation representative at conferences held subsequent to the final evaluation conference. All evaluations shall be submitted to the District personnel file at the close of the school year, and all meetings and conferences shall be held prior to that time.
 - 6.3.3.3 A unit member who receives an unsatisfactory evaluation in the areas of teaching methods/instruction or content knowledge shall be placed in the N-MUSD Peer Assistance and Review program, as prescribed in Education Code Section 44664 (b) and Article 7 of this contract.
 - 6.3.3.4 The unit member shall have the opportunity to initiate a written response to the final evaluation. Such response shall become a permanent attachment to

the evaluation and shall be placed in the unit member's District personnel file.

6.4 Alternative Evaluation

6.4.1 The alternative teacher evaluation process is designed to increase opportunities for professional growth available to the District's tenured teaching staff. It serves as an alternative to the traditional performance evaluation process to encourage accomplished teachers to continue their professional development and personal growth. The evaluation options provide flexibility, permitting teachers to grow in self-chosen areas of interest.

6.4.2 Participants will be tenured teachers who have consistently demonstrated competence in previous evaluations, and who wish to engage in a personalized program of professional growth. There will be no limitation on the number of participants at each site. The principal and teacher may determine a mutually agreeable alternative evaluation option.

6.4.3 Participating teachers will set meaningful goals which will serve as a focus for their professional growth, and establish suitable criteria for the evaluation of that growth.

6.4.4 At a conference held prior to November 1, the teacher and the administrator will agree on these goals, the evaluation option, and the criteria for evaluation.

6.4.5 General Guidelines

6.4.5.1 Teachers and administrators are encouraged to be creative in developing new or innovative options for use as evaluative tools. A wide variety of evaluation designs are possible. Some possible options are:

Portfolio: A portfolio serves as a compilation of materials selected by the teacher to create a record of actions taken and progress made in meeting his/her goals. Sample inclusions may be a log of activities, samples of student work, examples of newly developed curriculum, photographs, video tapes, or student evaluations of activities related to the teacher's professional growth goals.

Reflective Journal: A journal may serve as a mirror for a teacher's experience in the classroom. The act of written reflection upon one's teaching can focus efforts to refine teaching skills and lead to solutions for specific instructional challenges.

Peer Coaching: The purpose of the peer coach is to provide effective feedback on the teacher's progress toward professional growth goals through a series of meetings that may include pre-observation conferences, classroom observation, and discussion. The peer coach is selected by the teacher with

the approval of the administrator. The teacher may also participate in the Peer Partners program.

Classroom Action Research: The teacher will select and identify a specific concept, instructional strategy, or theoretical approach to be studied in the classroom. The action research will involve an in-depth study of the effects of implementing a particular practice in the classroom

National Board Certification: Participation in the National Board Certification program meets the requirements of this article and is recognized as one of the highest forms of professional development as an educator.

6.4.6 Assessment of Outcomes

6.4.6.1 In the planning process the teacher and administrator will determine the monitoring schedule. Prior to the end of the year, the teacher and administrator will meet to review the teacher's progress. A written report summarizing the alternative plan and results shall be placed in the teacher's file.

6.4.7 In the event that the alternative evaluation plan proves to be impractical, it may be discontinued by mutual consent of the teacher and administrator, and evaluation will revert to the standard District practice.

6.5 Personnel Files

6.5.1 A District personnel file shall be maintained at the District Office.

6.5.1.1 The District personnel file shall contain the evaluation of the unit member's performance and any attachments as provided in this Article.

6.5.1.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, or authorized District personnel. Records shall be maintained with each personnel file indicating purpose, date, and name(s) of person(s) to whom the file was released. Such records shall not be required of each person responsible for the file nor for clerical entries or routine filing of material.

6.5.1.2.1 Materials in the file shall be made available for inspection by the unit member provided, however, that such inspection is not to include ratings, reports, or records which were (1) obtained prior to the employment of the person involved, (2) prepared by identifiable examination committee members, or (3) obtained in connection with promotional examinations.

- 6.5.1.3 At the unit member's request, one (1) copy of evaluation materials in a unit member's personnel file, with the exception of materials exempted by 6.5.1.2.1, shall be provided by the District free of charge if copies have not previously been provided. At a unit member's request, duplicates of evaluation material previously provided shall be made available at an amount equal to the District's cost.

- 6.5.2 A site/unit personnel file may be maintained by the site/unit administrator.
 - 6.5.2.1 The site/unit personnel file shall be maintained in or adjacent to the office of the site/unit administrator in a locked cabinet.
 - 6.5.2.2 The file may contain only the following materials:
 - 6.5.2.2.1 Materials necessary to an evaluation in progress;
 - 6.5.2.2.2 Copies of previous evaluations;
 - 6.5.2.2.3 Correspondence between the administrator and the unit member; and
 - 6.5.2.2.4 Other materials which are routine in nature and which are not derogatory.
 - 6.5.2.3 Access to the site/unit personnel file shall be regulated as provided in 6.5.1.2 and 6.5.1.2.1.
 - 6.5.2.4 Any materials used in the evaluation process, but not placed in the District personnel file, shall be removed and destroyed at the conclusion of the school year.

- 6.5.3 Entries/Retention of Materials in Personnel Files
 - 6.5.3.1 Information of a derogatory nature, except for materials exempted by 6.5.1.2.1, shall not be entered or filed until the unit member is given notice and an opportunity to review and comment thereon. The employee shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours of the District and the employee may be released, at the employee's option, from duty for this purpose without salary reduction.
 - 6.5.3.1.1 The unit member shall be informed of such information within ten (10) working days of the relevant incident or within ten (10) working days of when the administrator could reasonably be expected to have knowledge of the relevant incident.
 - 6.5.3.1.2 The unit member shall be informed of his/her right to respond.

- 6.5.3.2 Materials proven false or inaccurate shall be removed from the personnel file.
- 6.5.3.3 The unit member or evaluator shall have the right to include in the personnel file any material or information germane to the unit member's professional and related responsibilities. All materials in the personnel files shall be related to the unit member's assigned duties or professional responsibilities and shall be signed and dated by the originator of the material.
- 6.5.3.4 Anonymous letters or memoranda shall not be placed in the files.
- 6.5.3.5 Derogatory materials may be removed at the unit member's request after four (4) years.

ARTICLE 7. Peer Assistance and Review

The District and the Federation agree to work together to develop a structure to coordinate a comprehensive staff development program. The goals will be to optimize staff development for all certificated employees and to maximize funding. To accomplish that goal, the District and the Federation will explore establishing a new or modifying the current District/Federation Trust Agreement. One component of a comprehensive staff development program that the District and the Federation mutually agree is important is a Peer Assistance and Review program.

On April 6, 1999, Governor Davis signed AB 1X, the California Peer Assistance and Review Program (PAR), which took effect July 1, 1999. The Legislature declared the purpose of the legislation was to establish a teacher/peer assistance and review system as a critical feedback mechanism that allows exemplary teachers to assist veteran teachers in need of improvement in subject matter knowledge or teaching strategies or both. This legislation specifically outlines the parameters for teacher professional development and support through a peer assistance and review program.

The District and Federation recognize the current state fiscal crisis and therefore will make modifications to this article to adjust to available funding. In the event funding for the Peer Assistance and Review is reestablished, this article will be fully reinstated.

Believing that improving the quality of teaching is the key to a strong, vital educational system, the Newport-Mesa Federation of Teachers and the Newport-Mesa Unified School District envision creating a professional development program to support each teacher who strives to become an exemplary teacher. The scope of the staff development program will be to provide a seamless support system for teachers from induction through retirement.

The scope of teacher support within the District is to assist all teachers in achieving their professional goals and in meeting the California State Teaching Standards. Working collaboratively the Federation and District will provide funding and appropriate contract language to support continual professional growth for all instructional staff. That support will begin with an induction program to orient and prepare new teachers for a successful career in teaching and continue through assisting teachers who wish to meet the requirements for National Board certification.

The PAR program will provide permanent status teachers with a consulting teacher and a support plan based on their individualized needs. For teachers referred to the program due to an unsatisfactory evaluation, PAR will provide intensive, ongoing support with periodic reports on their achievements toward mutual goals for a period up to two years. Pending availability of funds, teachers can also voluntarily request assistance any time they need support for such things as grade level changes, classroom management, meeting components of the N-MUSD Teaching Standards, or other areas of need.

In implementing the PAR support program, the Federation and the District are jointly contributing to a culture of continual improvement for teachers in a supportive, risk-free environment.

The tenants and conditions under which the PAR program will operate are contained in the article that follows:

7.1 Joint Committee for PAR Governance

- 7.1.1 **COMMITTEE COMPOSITION AND SELECTION:** The Peer Assistance and Review Program will be administered by a Joint Committee which shall consist of five members. Three members shall be certificated classroom teachers chosen by the Federation. The District shall select two administrators to serve on the Joint Committee. To promote continuity, the members of the Joint Committee shall serve staggered three-year terms. The Joint Committee shall have the latitude to call on additional resources as appropriate. The Chairperson of the Joint Committee will be selected annually by the Joint Committee.
- 7.1.2 **DECISION MAKING PROCESS:** The Joint Committee shall make all decisions through consensus. Four of the five Joint Committee members shall constitute a quorum for purposes of meeting and conducting business. The deliberations of the Joint Committee shall be closed and confidential.
- 7.1.3 **CONFLICT OF INTEREST:** A Joint Committee member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. In the event that one of the Joint Committee members is the administrator who has deemed that a participating teacher's performance is unsatisfactory he or she shall remove himself or herself from the Panel during consideration and review of that participating teacher's case.
- 7.1.4 **COMPENSATION:** The Joint Committee's meetings will be scheduled and take place as determined by the Joint Committee, with a minimum of four (4) meetings annually. Should meetings occur during the workday, teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. Should meetings or other responsibilities occur after the regular workday, teachers will be compensated at the miscellaneous hourly rate established in the current contract. Should full day meetings or training occur outside the regular work calendar, Joint Committee members will be compensated at the current average teacher's daily rate per day. The Joint Committee members shall recommend to the District and Federation the stipend amount for the following year, with final approval of that stipend determined through the collective bargaining process between the District and Federation.
- 7.1.5 **DUTIES AND RESPONSIBILITIES:** The Joint Committee shall:
- 7.1.5.1 Develop internal operating procedures annually and recommend a budget for the PAR program. The operating procedures shall be consistent with the Collective Bargaining Agreement and the law pertaining to Peer Assistance and Review.
 - 7.1.5.2 Annually submit a budget to the Superintendent for Board of Education approval.

- 7.1.5.3 Provide on an ongoing basis to bargaining unit members and administrators orientation materials and information regarding the PAR program and any pertinent forms pertaining to the implementation of PAR through flyers, brochures, web pages, and presentations at staff meetings.
- 7.1.5.4 Provide training as needed for the Joint Committee members..
- 7.1.5.5 Determine the number of Consulting Teachers for any school year based upon the participation in the Peer Assistance and Review Program and other relevant considerations. Recommend to Human Resources the number of Consulting Teachers and subject area experts in any school year to assist in hiring replacements for those positions as needed.
- 7.1.5.6 Establish a procedure for the application and selection as a Consulting Teacher. The Committee shall also determine the term of service for Consulting Teachers and put in place a procedure for removal of a Consulting Teacher.
- 7.1.5.7 Provide training for Consulting Teachers as needed.
- 7.1.5.8 Select the Consulting Teacher and the appropriate support/resources for the Referred Teacher and for the approved Volunteer Teacher.
- 7.1.5.9 Review each referral to determine whether acceptance into the Program is appropriate.
- 7.1.5.10 Provide written notice to the Teacher who will be his/her appointed Consulting Teacher. Copies of said notice will also be submitted to the Consulting Teacher and evaluating administrator.
- 7.1.5.11 Evaluate the Consulting Teachers. Removal shall be at the discretion of the Joint Committee. The Joint Committee shall provide the Consulting Teacher with a written statement of the reasons for removal and meet with the Consulting Teacher to discuss the reasons upon request.
- 7.1.5.12 Review the reports prepared by the Consulting Teachers. The Joint Committee will use this information to write a progress report on each Referred Teacher for submission to the Board of Education. (See 7.3.1.6)
- 7.1.5.13 Evaluate annually the impact of the Peer Assistance and Review Program and develop recommendations to improve the Program as per Education Code Section 44502.2.D. That report will be shared with the District and the Federation.
- 7.1.5.14 Forward to the Human Resources Office by June 30 of each year formative and summative reports relative to Referred Teachers in the PAR Program.

These records shall be filed separately from the individual personnel records with the exception of the Consulting Teacher's summative report. Access to the records filed separately in the Human Resources Office will be made available only to the Referred Teacher, current evaluator, and Human Resource administrator. Should a teacher be referred for an additional year to PAR, these records will be made available to the Joint Committee and current Consulting Teacher. Either the evaluator or the Referred Teacher may choose to have the Consulting Teacher's summative report included in the annual evaluation.

7.1.5.15 Members of the Joint Committee may be recommended to the appointing group (Federation or District) for removal from office for lack of attendance at required meetings, breach of confidentiality, or other behaviors contrary to the purpose and effective operation of the Committee.

7.2 Consulting Teachers

7.2.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher in the Peer Assistance and Review Program. Consulting Teachers shall possess the following qualifications:

7.2.1.1 Credentialed as a classroom teacher with permanent status;

7.2.1.2 Minimum of five (5) years of recent classroom teaching experience in the District and a minimum of seven (7) years K-12 classroom experience, and successful experience as a fully trained BTSA Support Provider;

7.2.1.3 Demonstrated exemplary teaching ability as measured by the N-MUSD Standards for the Teaching Profession and administrative evaluations;

7.2.1.4 Demonstrated effective communication skills;

7.2.1.5 Demonstrated ability to build trust and work cooperatively with teachers, administrators, and others.

7.2.2 **TERM OF SERVICE:** When funding is available, the term of service for full-time released Consulting Teachers will be three years contingent on annual renewal by the Joint Committee. A Consulting Teacher shall return to a classroom assignment for a minimum of one year before reapplying to be a Consulting Teacher. A Consulting Teacher on adjunct duty is subject to annual renewal by the Joint Committee.

7.2.3 **RIGHT TO RETURN:** If a Consulting Teacher's assignment involves being released from the classroom, upon completion of the assignment, the teacher may return to the school (and department and level) in which the teacher taught before assuming the Consulting Teacher position. If there is no appropriate opening or if the Consulting

Teacher chooses not to return to his/her previous site, that Consulting Teacher shall have first priority to open positions within the District for which he/she is qualified.

- 7.2.4 **DUTIES AND RESPONSIBILITIES:** The Consulting Teacher shall provide assistance to Referred Teachers in improving instructional performance. This assistance may include, but not be limited to, direct and indirect support both inside and outside the classroom. The Consulting Teacher will develop a cooperative relationship with the evaluating administrator that will support the Referred Teacher's improvement on the collaboratively developed Individual Improvement Plan. Consulting Teachers will be required to attend training programs designed to prepare them for their role. Consulting Teachers will attend and report on the progress of Referred Teachers at Joint Committee meetings. Consulting Teachers will be expected to participate in regular support meetings with other Consulting Teachers.
- 7.2.5 **APPLICATION:** Each Applicant for the position of Consulting Teacher is required to submit a completed application that includes a minimum of five references from individuals with specific knowledge of his or her expertise and/or classroom practice. One of the references will be from an administrator and another from an NMFT member. All applications and references shall be treated with confidentiality.
- 7.2.6 **SELECTION:** Consulting Teachers shall be selected by consensus of the Joint Committee after candidates have had classroom observations by at least three members of the Joint Committee.

Consulting teacher positions will be part time and will be selected from the BTSA Support Provider pool of teachers. Each certificated teacher who applies for the position of consulting teacher will:

- a. Submit a letter of intent to the Director of BTSA
- b. and will interview with the PAR panel.

Consensus of the Committee members will be required for the selection of a consulting teacher. The PAR Committee will make the selection, which will be forwarded to the Superintendent. All candidates will be treated with confidentiality and will not be disclosed except as required by law.

- 7.2.7 **HOURS/WORK DAY:** Consulting Teachers may be full-time release, part-time release, or stipended for work after regular working hours. Consulting Teachers who are not full-time release, with prior approval by the Joint Committee, shall be released from regular duties without loss of pay or benefits when it is necessary to carry out their responsibilities during the school day. Training for Consulting Teachers will take place on a combination of release time and non-work time, with appropriate compensation.
- 7.2.8 **COMPENSATION:** Full-time released Consulting Teachers will receive an annual stipend of \$5,400.00 and be paid a daily rate of \$275.00 for duty days served outside the regular work calendar. (The part-time consulting teacher stipend will be prorated.)

Adjunct Consulting Teachers will receive a stipend of \$2500 per Referred Teacher for providing 75 hours of assistance. The stipend may be decreased if 75 hours of assistance is not required (i.e. referred teachers for Standard 6).

7.2.9 CASELOAD: The caseload for the Consulting Teachers will be developed by the Joint Committee. A weighted value per type of participant will be factored into the determination of caseload.

7.3 Referred Teacher

7.3.1 A Referred Teacher is an experienced teacher with permanent status who is referred to the PAR program as the result of an unsatisfactory evaluation in areas 1-6 of the N-MUSD Standards for the Teaching Profession. Referred Teachers shall be notified by the Joint Committee in writing of their placement in the program and the Consulting Teacher assigned to them. For Referred Teachers with an unsatisfactory evaluation in standards 1 through 6 of the N-MUSD Standards for the Teaching Profession, the process for peer assistance and review will be as follows:

7.3.1.1 The evaluating administrator identifies a Referred Teacher through an unsatisfactory evaluation as defined in Article 6, Section 2, of the Collective Bargaining Agreement. The evaluator shall provide specific written recommendations for improvement in the summative evaluation. The evaluator shall continue to be solely responsible for the participating teacher's evaluation.

7.3.1.2 The evaluator and the assigned Consulting Teacher shall meet with the Referred Teacher to discuss the recommended areas of improvement and the types of assistance to be provided by the Consulting Teacher as requested by any one of the parties. The document produced as a result of this meeting is the Individual Improvement Plan (IPP).

7.3.1.3 The Consulting Teacher shall assist the Referred Teacher in improving in the areas identified by the IPP. The Consulting Teacher will review the IPP, provide assistance in these areas and conduct multiple observations of the Referred Teacher.

7.3.1.4 If a teacher in the PAR Program receives written progressive discipline notice, i.e. letter of warning, reprimand, etc. in area(s) identified in the IPP, that written material provided to the teacher should be provided to the Consulting Teacher within ten (10) days.

7.3.1.5 By April 10th, the Consulting Teacher shall write an annual summative report that describes: (1) the assistance provided to the Referred Teacher; and (2) the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, the Referred Teacher, and the evaluating administrator.

7.3.1.6 By May 1, the Joint Committee shall report in writing to the Referred Teacher, evaluating administrator, the Federation, the Assistant Superintendent of Human Resources to be forwarded to the Board of Education that either:

- a) The Referred Teacher has demonstrated satisfactory improvement in meeting the goals identified in the Individual Performance Plan and will no longer be a required participant in PAR; or
- b) The intervention be extended to a second year because significant progress is being made toward meeting goals set in the Individual Improvement Plan, although the Referred Teacher may not have yet demonstrated proficiency in the NMUSD Standards for the Teaching Profession; or
- c) The Joint Committee does not recommend further assistance and remediation through the PAR program. Documentation of the support provided to this teacher shall be submitted with this recommendation. The District may continue to employ the teacher, or may, at its discretion, initiate dismissal proceedings.

7.3.1.7 Nothing herein shall modify or in any manner affect the rights of the District and/or Board of Education under provisions of Education Code relating to the employment, classification, retention, or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

7.4 Referred Teacher Due Process Rights

7.4.1 The Referred Teacher shall be entitled to review all reports generated by the Consulting Teacher and evaluating administrator prior to their submission to the Joint Committee, and to have his/her comments attached. To effectuate this right, the Consulting Teacher shall provide the Referred Teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the Joint Committee at which the reports will be considered. A Referred Teacher shall not have access to the grievance process to challenge the contents of reports or recommendations of the Consulting Teacher or Joint Committee as per Article 16.1.2 of this agreement, but may file responses that shall become part of the official record of the assistance.

7.4.2 The Referred Teacher being referred shall have the opportunity to make a presentation to the Joint Committee.

- 7.4.3 The Referred Teacher shall have the right to be represented by N-MFT in any meetings of the Joint Committee to which he/she is called and shall be given an opportunity to present his/her point of view concerning any report being presented.
- 7.4.4 The Referred Teacher shall have the right to present reasons in writing to the Joint Committee why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.
- 7.4.5 The record of this assistance will be sealed within the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.

7.5 Voluntary Teacher Program (available upon funding)

7.5.1 A Volunteer Teacher is a teacher with permanent status who requests participation in the PAR program. For Voluntary Teachers, the outline of the program shall be as follows

7.5.1.1 The Voluntary Teacher may apply to the Joint Committee to be assigned to work with a Consulting Teacher to improve current skills in a particular curriculum area or to improve and/or develop teaching methodologies and instructional strategies.

7.5.1.2 Upon assignment, the Consulting Teacher shall meet with the Voluntary Teacher to develop a plan for voluntary assistance including a time line for completing the goals. This plan shall not be shared with any administrator without written permission of the Voluntary Teacher.

7.5.1.3 The results of the teacher's participation shall be shared by the Consulting Teacher with the Joint Committee. This information will be included in the annual evaluation of the PAR program, but shall not be forwarded to the evaluating administrator, District or Federation. All records of participation in the voluntary program are the sole property of the Voluntary Teacher.

7.5.1.4 Participation may be terminated at any time by the Voluntary Teacher.

7.5.1.5 Participation as a Voluntary Teacher shall not be in lieu of the regular evaluation of the teacher pursuant to Article Six of the NMUSD-NMFT Collective Bargaining Agreement.

7.6 Records/Confidentiality

7.6.1 All documents and information relating to participation in this program shall be considered personnel matters subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the program's impact, excluding information on identifiable individuals, is subject to disclosure under the Public Records Act.

- 7.6.2 All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this article.
- 7.6.3 All documents relating to the selection process of Consulting Teachers shall be treated as confidential and will not be disclosed except as may be required by law.
- 7.6.4 All documents for the Peer Assistance and Review Program will be filed by the Human Resource Office separately from individual personnel records, except as specified herein.

7.7 Budget

- 7.7.1 As funds are available, budgeted resources shall first be allocated to assist/support Referred Teachers required to participate under Section IV, and secondly to Voluntary Teachers under Section VI.
- 7.7.2 The recommended budget shall be funded by the California Peer Assistance and Review Program for Teachers or other sources as they are available, recognizing that the primary reason for the California Peer Assistance and Review Program for Teachers is to provide direct assistance to permanent teachers who have received an unsatisfactory evaluation.
- 7.7.3 The proposed budget shall take into consideration 1) the number of consulting teachers which will be required based on the projected level of participation in the program, and 2) the recommendations for improvement of the PAR program made by the Joint Committee in their annual report to the Board and Federation. It is also specifically recognized that funds from the California Peer Assistance and Review Program may be expended for any of the programs authorized by Education Code section 44506(a).
- 7.7.4 By May 1, the PAR program plan/budget will be submitted to the Federation President and the Superintendent or designee for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By May 15, if the parties cannot reach agreement to either approve or to modify the plan/budget, then the plan/budget will be submitted as drafted by the Joint Committee for Board of Education approval and inclusion in the Tentative All Funds District Budget approved annually in June.
- 7.7.5 At the conclusion of the each fiscal year, if revenue exceeds expenditures, the District and the Federation shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the staff development needs of the District.
- 7.7.6 In the event that the State no longer funds the PAR program, it is understood and agreed that the PAR program will be evaluated, along with other staff development programs, and be considered for continued funding with available staff development monies as per budget goals and priorities.

7.7.7 The cost of releasing Consulting Teacher full-time for service in the program shall be computed on the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs.

7.8 Status and Liability Protection of Unit Members

7.8.1 Functions performed by teachers under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.

7.8.2 Unit members who perform functions as Consulting Teachers or members of the Joint Committee shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of the California Government Code.

7.9 Term (to be determined by Negotiating Team)

The provisions of this Article shall be in effect from June 30, 2003, through June 30, 2006. The provisions of the Article shall be subject to bargaining during the term of the Collective Bargaining Agreement at the request of either party. Any claim of violation, misapplication, or misinterpretation of a specific provision of this Article shall be subject to the grievance procedure in the Collective Bargaining Agreement in effect between the parties.

ARTICLE 8. Class Size

- 8.1 The District shall make reasonable effort to meet the following pupil/classroom teacher averages per school site with the exception of any classes participating in a state or federal class size reduction program:
- K-5/6 — twenty-nine (29) (exclusive of Special Education)
- 8.2 The District shall make reasonable efforts to limit K-3 combination classes to a maximum of twenty-seven (27) students.
- 8.3 Special Education classes shall not exceed the class sizes as required by state law and/or state regulations.
- 8.4 Class size criteria for grades 7-12 are based upon a five (5) period teaching day as follows:
- 8.4.1 Unit members who teach academic classes shall have no more than one hundred and eighty (180) students per day.
- 8.4.2 Unit members who teach Physical Education shall have no more than two hundred and fifty (250) students per day.
- 8.4.3 Unit members may sign waivers to add students when those students exceed the maximum.
- 8.4.4 The above maximums shall be accomplished by the District within twenty (20) working days after the beginning of any new class.
- 8.4.5 No class shall have an enrollment that exceeds the number of permanent workstations. In science classes a maximum of four (4) temporary workstations may be added. Temporary workstations will be removed by the end of the first quarter unless the unit member voluntarily signs the waiver identified in Section 8.4.3.
- 8.5 Effective September 1, 1991, in an effort to share information, enhance staff involvement, and to address class size, the District shall implement the following procedures:
- 8.5.1 By the end of the third week of the fall and spring semesters, Information Services shall generate a class size report for each school site and submit this report to each site principal. This report will be shared with the entire certificated staff of that site for review.
- 8.5.1.1 For elementary schools, the site principal, with staff involvement, shall provide written rationale for any classes greater than 32 or less than 24 at the K-3 level, and greater than 34 or less than 26 at the 4-5/6 level (excluding PE, music, drama).
- 8.5.1.2 For secondary schools, the site principal, with staff involvement, shall provide written rationale for any classes greater than 36 or less than 20

(excluding PE, music, drama). At the secondary level, schools that are scheduled on other than a five-period teaching day will have the class maximum and minimums adjusted accordingly.

- 8.5.1.3 A task force will be convened by February 2002 of representative bargaining unit members and administrators to make recommendations about reallocating District resources to support teachers in grades 4-6. The committee will explore options at the school, district and state level to address inequities on issues ranging from class size to curricular support and use of instructional minutes. A related task force will be formed to examine class size issues at all grade levels and make recommendations concerning revising the current language in Article 8 Class Size of this Agreement.

ARTICLE 9. Transfers

9.1 Definition

- 9.1.1 Transfer — movement, either voluntary or involuntary, of a unit member from one school site to another; or, the movement of a unit member from one certificated classification to another certificated classification (i.e., from one classification to another of the following: classroom teacher, nurse, counselor, psychologist, traveling teacher, librarian, psychometrist, or speech and language specialist.)
- 9.1.2 Vacancy — a position which the District intends to fill by August 15. Unit members who have submitted written requests for transfers shall be notified of openings that occur after August 15, prior to candidate selection.
- 9.1.3 Voluntary Transfer — a transfer by direct application of the unit member.
- 9.1.4 Involuntary Transfer — a transfer which is initiated as a result of decline in enrollment or program reduction or elimination or state mandated credential authorization.
- 9.1.5 Day — a day when the District Offices are open, except during winter and spring recess.
- 9.1.6 For the purposes of this article seniority shall be defined as the number of continuous service years in the District from the initial date of hire. This has no correlation with the number of years used for salary placement. An authorized leave of absence shall not constitute a break in continuous service.

9.2 Transfer Conditions

- 9.2.1 Any unit member may apply for any announced vacancy and shall be considered for that vacancy as provided in this article.
- 9.2.2 Except with the unit member's agreement, unit members shall not be transferred to a position outside their credential authorization and either (1) college major or minor or (2) previous teaching or non-teaching experience for which he/she possessed reasonable qualifications, and meets "No Child Left Behind" (NCLB) criteria.
- 9.2.3 Qualifications and criteria as established in a vacancy notice/transfer determination shall not be made with the intent of limiting selection to an individual.
- 9.2.4 In the case of an unassigned unit member who has not applied for or been selected for a vacant position prior to June 30, the District may assign that unit member to any announced vacancy for which he/she is qualified as defined in 9.2.2.
- 9.2.5 No unit member shall be involuntarily transferred with the intent of creating a vacancy for another unit member.

9.2.6 Preparation for Transfers

- 9.2.6.1 If a unit member is transferred during the time school is in session, the unit member shall be released from teaching responsibilities for a period of two days for moving and preparing for the new assignment.
- 9.2.6.2 The District shall transport all materials being moved from one school site to another, provided that the transferee shall identify such materials for movement. Unit members shall not be required to package and label District materials to be moved except in cases where the unit member has requested, and received permission from the on-site manager, to move said District materials to a new site. Assistance will be arranged within a reasonable time by the on-site manager.
- 9.2.6.3 It shall be the responsibility of the transferee to leave the vacated room in clean condition with all obsolete materials labeled for removal.
- 9.2.6.4 The room to which the transferee is moving shall be in clean condition with all obsolete materials removed.

9.3 Vacancy Posting

- 9.3.1 The District shall post on the District website and Education Center exterior bulletin board all vacancies which it intends to fill for a period of not less than ten (10) working days. As a convenience, the School Office Manager shall also keep a notebook with all postings of vacancies.
 - 9.3.1.1 On-site managers shall notify their staff of all adjunct duties available on that individual campus prior to filling them.
 - 9.3.1.2 To facilitate classroom preparation for quality instruction during school opening, from August 1st to October 30th, open positions shall be posted as usual, however, the District may fill those positions before the end of the regular ten (10) day posting period.
 - 9.3.1.3 To facilitate hiring of special education and shortage area teachers for which there are no qualified internal candidates, open positions will be posted as usual, however, the District may fill those positions before the end of the regular ten (10) day posting period. Shortage areas include science, math and highly specialized areas as agreed upon by the Federation and District.
- 9.3.2 The vacancy notice shall include the position title; required qualifications for the position; criteria to be used by the immediate supervisor in the selection of an applicant; a brief description of the position assignments and duties when appropriate; the site(s) where the

unit member will be assigned, if known; the deadline for filing applications for the vacancy; and the date when the assignment will begin.

9.4 Voluntary Transfer

9.4.1 Written request for transfer to any of the District vacancies shall be filed by the unit member with the District Human Resources Division, with a copy to the immediate supervisor, on a Transfer Request Form as supplied by the District. The transfer request must specify the position which is requested, shall be applicable only to the one (1) position, and must be submitted to the District Human Resources Division prior to the deadline for filing vacancy applications. The District Human Resources Division shall receive such applications for transfer, date all applications as received, and return a dated copy of each application to the applicant.

9.4.2 Unit members are responsible for checking the District web site or calling Human Resources to be informed of vacancies which might occur during the summer months or during a leave of absence. Members shall complete the transfer request form on-line and submit it to the Human Resources Division.

9.4.3 The immediate supervisor of the operating unit where the vacancy exists shall interview all applicants who meet the qualifications and criteria identified in the vacancy notice. The Principal is not required to interview a candidate if the candidate was interviewed by the principal for the same position the previous year.

9.4.4 Selection for a vacant position shall be based upon the following qualifications, which shall be stated in the vacancy notice:

9.4.4.1 Required NCLB credential authorization(s) (elementary and secondary positions);

9.4.4.2 Expertise at a particular grade level (elementary only); subject area experience (secondary positions);

9.4.4.3 Skills and individual capabilities as specified in the job description (elementary and secondary positions);

9.4.4.4 Applicable adjunct capabilities (elementary and secondary);

9.4.4.5 If all of the above factors are substantially equal, then the unit member with the most District-wide seniority shall be selected.

9.4.5 All applicants for the vacancy shall be notified of the results of the selection procedure within five (5) working days. The unit member, upon request, shall be notified of the criteria used in the selection. A unit member who is not selected for the position shall be granted, upon request, a personal meeting with the Assistant Superintendent of Human Resources to discuss the issues.

9.4.5.1 The District shall make the log of the selection process available to the Federation President and his/her designee, upon request.

9.4.6 Unit members who meet all the criteria in 9.4.4 for transfer to a vacancy shall have priority consideration before selection of outside candidates. The selection process may include both in-District transfer and outside candidates simultaneously.

9.5 Intra-District Position Exchange

9.5.1 Two (2) unit members may request to exchange positions in the District when they are appropriately credentialed.

9.5.2 A proposal for the exchange, composed by the two (2) unit members, shall be presented to the Assistant Superintendent, thirty (30) days prior to the end of the semester which precedes the semester of the proposed exchange.

9.5.3 With the approval of the two site administrators involved, the exchange may be implemented for a one-year (1) term. The unit members involved may request an extension for a second year or may return to their original positions.

9.6 Involuntary Transfers

9.6.1 Involuntary Transfer Due to Lack of Appropriate Credential Authorization.

9.6.1.1. Prior to being involuntarily transferred, a certificated bargaining unit member lacking an appropriate CLAD, BCLAD, or SDAIE or credential authorization shall be offered an opportunity to do either of the following:

9.6.1.1.1 Reassignment to another position at the same school site to which he/she is properly credentialed.

9.6.1.1.2 Enrollment in a program to acquire the appropriate credential while remaining in the same assignment. The employee must make a good faith effort to successfully complete the program within the required time limits as required by law.

9.6.1.1.3 A certificated bargaining unit member who has been notified 90 days prior to assuming his/her classroom assignment that he/she needs an authorized credential and who doesn't voluntarily transfer or enroll in a program to acquire the appropriate credential or authorization may be involuntarily transferred.

9.6.1.1.3.1 If a bargaining unit member is involuntarily transferred for lack of appropriate credential

authorization, the District will make every reasonable effort to place the bargaining unit member in an assignment at the same grade level or curricular area as his/her previous assignment.

9.6.2 Involuntary Transfer for Decline in Enrollment or Program Reduction.

9.6.2.1 Prior to the imposition of an involuntary transfer, volunteers shall be sought by the immediate supervisor.

9.6.3 At schools identified by the District Office for reduction in staff as a result of decline in enrollment, program reduction, or program elimination, site supervisors and appropriate staff shall establish criteria for the determination of which personnel shall be transferred. All unit members at that site shall be notified regarding the criteria to be used by the immediate supervisor for the determination of which personnel shall be transferred.

9.6.4 If sufficient voluntary transfers are not forthcoming, the immediate supervisor shall select the unit member to be transferred based upon the following criteria:

9.6.4.1 Required credential authorization(s) (elementary and secondary positions);

9.6.4.2 Major(s) or minor(s) (specialized elementary positions and all secondary positions);

9.6.4.3 Expertise at a particular grade level (elementary only); subject area experience (secondary positions);

9.6.4.4 Skills and individual capabilities as specified in the job description (elementary and secondary positions);

9.6.4.5 Applicable adjunct capabilities (elementary and secondary).

9.6.4.6 If the above factors are substantially equal, then the unit member with the least District-wide seniority shall be selected.

9.6.4.6.1 The unit member shall be notified in writing by the immediate supervisor of the effective date of the transfer.

9.6.4.6.2 Unit members who are required to move to another site during the summer due to program needs/changes will be provided payment for two substitute days (\$95) if the teacher is not notified of the move prior to the last week of school.

9.6.5 Unit members who are to be transferred under such conditions shall be given the opportunity to apply for any vacant positions in the District and the selection of such personnel shall be made as required in 9.4.

9.6.5.1 Unit members who meet all the criteria in 9.4.4 for a vacancy shall have priority placement to a vacancy prior to consideration of outside candidates.

9.6.6 Unit members shall be granted, upon request, a personal meeting with the Superintendent or his/her designee if they object to the involuntary transfer and/or subsequent assignment. The Superintendent or his/her designee shall make the decision regarding the transfer and his/her decision shall be submitted in writing to the unit member and the immediate supervisor involved.

9.7 Involuntary Transfers for Improvement of Performance

The District may administratively transfer up to three unit members within a three-year period for either of the following reasons:

9.7.1 To provide opportunity to evaluate a unit member in a different school or location subsequent to a needs improvement or an unsatisfactory evaluation;

9.7.2 To improve learning conditions in order to reach school goals as stated in the "Single Plan for Student Achievement."

9.7.3 Appeals made under 9.7 must utilize the Grievance Procedure Level 2, Option 1 or Option 3 for resolution. Level 2, Option 2, Mediation may not be used.

9.8 Non-Discrimination

9.8.1 The District shall not discriminate in case of voluntary or involuntary transfer of a unit member because of membership or non-membership in an employee organization, ethnic background, religious, political affiliation, or private life. Nor shall a unit member be discriminated against because of age, sex, or physical appearance.

ARTICLE 10. Traveling Teacher/Specialist Assignments

- 10.1 Traveling teachers are those unit members who are assigned to perform instructional duties at more than one school site.
- 10.2 Prior to completing staffing plans for traveling instructional positions, the Assistant Superintendent(s) or designee shall distribute the proposed staffing plan to the traveling teachers in those units.
- 10.3 Traveling teachers may indicate their preferences for assignment to positions on the proposed staffing plans.
- 10.4 The Assistant Superintendent(s) or designee shall develop proposed staffing plans taking into consideration the preferences of unit members, and distribute a copy of the proposed plan to each traveling teacher.
- 10.5 The Assistant Superintendent(s) or designee shall meet with all unit members within those units to review the proposed assignments.
- 10.6 Prior to the close of the school year, the unit manager shall distribute to each current traveling unit member the expected assignment for the following school year.
- 10.7 If the unit member disagrees with the expected assignment for the following year, the unit member shall request a meeting with the unit administrator to discuss the assignment. If satisfactory resolution is not effected, the unit member shall be granted, upon request, a personal meeting with the Superintendent or his/her designee. The Superintendent or his/her designee shall make the final decision and his/her decision shall be submitted in writing to the unit member and the immediate supervisor involved.
- 10.8 If during the summer months there is any change required in the expected assignment of traveling unit members, notice shall be made to the unit member as quickly as possible. The unit manager and the unit member shall develop an alternate assignment schedule from existing vacancies.

ARTICLE 11. Leaves

11.1 Notification Procedures

11.1.1 Unit members who find it necessary to be absent from duty shall notify the District Human Resources Office as far in advance of the anticipated absence as possible.

11.1.2 Emergency Absence Procedures

11.1.2.1 In the case of an emergency absence, such as absence for illness or injury or bereavement leave, the unit member shall notify the District Human Resources Office by calling the District's automated substitute calling system prior to 6:30 a.m. on the day of the emergency absence. All absences entered into the SubFinder System should be entered for the total expected time of absence.

11.1.2.2 In case of absence on the last day of the school week, the unit member shall return at the start of the following week unless notification has been given to the District Substitute-Dispatch Office that such return is not expected.

11.1.3 Extended Leave Procedures

11.1.3.1 In the case of a request for an extended leave, such as leave for pregnancy, disability, military leave, or extended leave without pay, the unit member shall submit the appropriate form to the District Human Resources Office through the site/unit administrator and obtain approval in advance of the leave.

11.1.3.2 Unit members who desire to apply for a leave of absence for a year or a semester's duration shall apply to the District Office through the site/unit administrator twenty (20) working days prior to the commencement of the leave.

11.1.3.3 Unit members who desire a leave of absence for more than ten (10) days but less than one (1) semester shall apply to the District Office through the site/unit administrator fifteen (15) working days prior to the commencement of the leave.

11.1.3.4 Request for any extension of an extended leave of absence must be submitted to the District Office on or before February 1 prior to the close of the school year for which the leave has been approved. Failure to notify the District Office within the designated time limits regarding whether or not the unit member desires to return may result in termination of employment upon expiration of the leave. The District will notify employees on leave of this requirement no later than January 1.

11.2 Verification Procedure

11.2.1 The District may require verification of reasons for the taking or use of any leave if the District has reason to believe that the absence may not have been used for proper leave purposes. Such verification in the case of accident or illness leave may include a statement by a qualified doctor (or practitioner in the case of religious requirement) verifying the cause and condition of said accident or illness. Abuse of leave privileges may be subject to loss of pay and appropriate disciplinary action.

11.3 Illness or Injury Leave

11.3.1 Every unit member who is regularly employed five (5) days per week is entitled to one (1) day of paid sick leave for each full month of employment. Unit members who work less than full time shall be entitled to one (1) day of leave pro-rated as the number of hours they are employed per week of scheduled duty relates to a full-time employee. Sick leave may be accumulated and carried over to the following school year without limitation.

11.3.2 The District may require verification by a physician of the District's choice of any unit member's ability to perform his/her responsibilities before returning to work due to an absence for illness or injury. The examination shall be at no cost to the unit member. The verification shall be on the appropriate District form.

11.3.3 In case of emergency illness (or emergency medical or dental appointment, which cannot be accommodated during off-duty hours, for a maximum of two (2) hours per month, including travel time) the unit member's class may be covered voluntarily by other unit members on their conference periods, and such absence shall not be charged against the unit member's sick leave. The site administrator shall be notified in advance of such coverage. Unit members with other medical/dental appointments which cannot be accommodated during off-duty hours shall be charged for a substitute (half-day or all day increments) for that portion of the day missed, and a substitute will be employed.

11.3.3.1 Unit members providing voluntary coverage per 11.3.3 do so as a professional courtesy and will receive no monetary compensation.

11.3.4 Unit members in the bargaining unit whose illness/injury benefits have been consumed and who must still be absent from duty because of illness or injury shall provide the District with a statement from a qualified physician (or practitioner, in the case of religious requirement) which indicates the need for such a leave. In such cases, the unit member shall receive that amount of pay which is the difference between his/her pay and the amount paid for a substitute employee, whether or not a substitute is employed, for a total period of five months per school year, exclusive of accumulated illness or injury leave. The District shall make every reasonable effort to secure the services of a substitute employee.

11.4 Leave for Pregnancy Disability

11.4.1 Unit members are entitled to use accumulated sick leave as set forth in provisions of illness/injury leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, childrearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

11.4.2 Unit members are entitled to leave without pay or other benefits for disabilities caused by pregnancy, miscarriage, or childbirth. The date upon which the unit member shall resume duties shall be determined by the unit member on leave and her physician.

11.5 Military Leave

11.5.1 Unit members who are members of any reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia, or who are inducted into or who are otherwise ordered to active duty shall be granted such leave as required by the Education and Military and Veterans Codes.

11.5.2 A copy of military orders shall be provided to the District Office with the request for military leave.

11.6 Personal Necessity Leave

The District and the Federation believe that the continuity of instruction by the teacher/specialist in the classroom is essential to student achievement. However, personal circumstances or emergencies may arise that require a unit member to be absent from his/her duties. For these special circumstances, personal necessity leave is available. Employees are expected to fulfill professional responsibilities within the contract period and schedule personal business whenever possible during non-duty time.

For the purpose of Article 11, "immediate family" shall be defined as the spouse, mother, father, grandmother, grandfather, or grandchild of the unit member or grandchild of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member, or any person living permanently in the immediate household of the unit member, or any person for whom the unit member is a legal guardian.

For the purpose of Article 11, "extended family" shall be defined as the aunt, uncle, cousin, or close personal friend of the unit member.

Unit members shall be allowed to use up to seven (7) days of accumulated sick leave, which may not be carried over from year to year, without prior approval but with prior notification only for the events listed in 11.6.1, 11.6.2 and 11.6.3.

11.6.1 Personal Necessity Leave for Events that Require Prior Notification

Requests under this section must be submitted in writing, including a brief description of the compelling personal importance, to the Assistant Superintendent of Human Resources in advance of the leave. Unit members using Personal Necessity Leave under this provision must verify on the District Request for Personal Necessity form that the leave was for personal necessity and not used for recreational purposes, extension of a holiday, vacation or for matters of purely personal convenience. The following events require prior notification:

- 11.6.1.1 Required appearance in court when the unit member is a litigant. The District may require such documentation regarding the required appearance as it deems necessary.
- 11.6.1.2 The birth or adoption of a child, making it necessary for the unit member who is the parent of the child to be absent from his/her duties.
- 11.6.1.3 Wedding of a unit member's immediate family as defined in 11.6.
- 11.6.1.4 School graduation of family members identified in 11.6.
- 11.6.1.5 Unit members may request the use of accumulated sick leave under 11.6.1 for other matters of compelling personal importance which cannot reasonably be expected to be taken care of outside the regular work day.
- 11.6.1.6 Death of a member of the immediate family after utilization of bereavement leave provided in 11.7, below.
- 11.6.1.7 Recognized religious holy day

11.6.2 Personal Necessity Leave for Events that Do Not Require Prior Notification

This section is an accommodation to emergencies that may arise. Although this section does not require advance notification it does require that the member contact the District as soon as possible. Unit members shall be allowed to use one (1) day of the seven (7) personal necessity days for events that do not require prior notification. These events include:

- 11.6.2.1 An emergency accident involving the unit member's person or property or the person or property of a member of his/her immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen mishap or the serious injury of an immediate family member or property damage from an unforeseen tragedy or act of destruction.
- 11.6.2.2 An illness of a member of the unit member's immediate family which is of a serious nature. An illness of a serious nature shall be an illness which a unit

member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service.

11.6.2.3 Any unexpected event involving damage or injury to personal property which has crucial significance for the unit member or his/her immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.

11.6.3 Personal Necessity Leaves that Do Not Require Disclosure of Reason

Under this section only, a member is not required to give a description of the basis for the leave. Unit members may use two (2) of the specified personal necessity days enumerated in 11.6.1 for reasons of a compelling nature which (a) cannot be dealt with during non-duty hours; (b) necessitate the immediate attention of the employee; and (c) are not for the personal convenience of the employee, but instead are required necessities which the employee has no control in scheduling.

11.6.3.1 Personal necessity leave shall not be used for social or recreational purposes, political activities or demonstrations, withholding of school district services, or the pursuit of business interests or other employment.

11.6.3.2 The allocation of two (2) non-disclosure personal necessity days will only exist for the 2005-06 school year and not continue beyond unless the total usage of personal necessity remains the same or increases by no more than 5% over the 2006-07 school year. If the increase is more than 5% (less any decrease in sick days), then the maximum number of non-disclosure personal necessity days reverts to one (1) day for the duration of the agreement.

11.6.4 In addition to the seven (7) days enumerated above, the Assistant Superintendent may grant a unit member a request for a leave at the cost of a substitute, regardless of whether or not a substitute is hired. Leaves granted under this provision must meet the criteria of Section 11.6.3 above. This leave may be granted for reasons other than those enumerated in 11.6.3.

11.6.5 Unit members will be granted use of sick leave up to three days, when the unit member provides certification from a physician, or practitioner, that such time is needed due to stress.

A Maximum Seven (7) Personal Necessity Leave Days for:		
11.6.1	Events that require prior notification	Maximum 7 days
11.6.2	Events that do <u>not</u> require prior notification	Maximum 1 day of 7 total
11.6.3	Events that do <u>not</u> require disclosure of a reason	Maximum 2 days of 7 total

11.7 Bereavement Leave

- 11.7.1 Absence without loss of salary or sick leave shall be allowed to any regular unit member for a period not to exceed five (5) days plus two (2) days travel time if over two hundred (200) miles travel is required, upon the death of a spouse of the unit member or son, son-in-law, daughter, daughter-in-law, or step-child of the unit member or unit member’s spouse.
- 11.7.2 Absence without loss of salary or sick leave shall be allowed to any regular unit member for a period not to exceed three (3) days plus two (2) days travel time if over two hundred (200) miles travel is required, upon the death of a mother, father, grandmother, grandfather, grandchild, brother, brother-in-law, sister, sister-in-law of the unit member or spouse of the unit member or any person for whom the unit member is a legal guardian.
- 11.7.3 Absence without loss of salary or sick leave shall be allowed to any regular unit member for a period not to exceed one (1) day upon the death of extended family member not mentioned above in 11.7.2 or close person friend of the unit member.

	Funeral	Leave	Travel
*Article 11.7.1 (i.e. Spouse, Child, Step-child)	1 day	4 days	2 days
*Article 11.7.2 (i.e. Parents, In-laws, etc.)	1 day	2 days	2 days
** Article 11.7.3 (i.e. Other extended family, personal friend)	1 day		

If additional leave is required:

- * See Article 11.6.1.6 (personal necessity leave)
- ** See Article 11.6.1.5 (personal necessity leave)

11.8 Jury Duty Leave

- 11.8.1 Leaves of absence, during the school year, for jury duty shall be provided at a salary which is equal to the difference of the employee’s regular earnings and any amount he/she receives as juror’s fees, exclusive of mileage, during the period he/she serves as a juror.
- 11.8.2 Bargaining unit members who choose to postpone jury duty from the regular school year to the summer break and non-duty periods shall receive the established daily substitute rate for each day of jury service. The original copy of the jury summons for duty during the school year must be submitted to receive payment.

11.9 Court Appearance Leave

- 11.9.1 The District shall grant leaves of absence to a unit member to appear as a witness in court, other than as a litigant, in response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. Leaves of absence for this purpose shall be provided at a salary which is equal to the difference of the employee’s regular earnings and any amount he/she receives as witness fees, exclusive of mileage, during the period he/she serves as a witness.

11.10 Industrial Accident or Illness Leave

- 11.10.1 Unit members will be entitled to industrial accident or illness leave in accordance with the requirements of the Education Code for personal injury that qualifies the unit member for Workers' Compensation benefits.
- 11.10.2 Such leave for any industrial accident or illness shall not exceed seventy-five (75) days during which schools of the District are required to be in session or when the unit member would otherwise be performing work for the District. When any such leave overlaps the next succeeding year, the unit member shall only be entitled to the unused portion remaining at the close of the previous year.
- 11.10.3 If the industrial accident or illness leave should extend beyond seventy-five (75) working days, the unit member may use any other paid leave to which he/she is entitled. After expiration of paid leave, if a unit member is unable to return to work, as determined by a licensed physician, he/she may be granted additional leave without pay for the remainder of the current school year.
- 11.10.4 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will temporarily be unable to perform assigned duties and the degree to which the disability is attributable to the injury involved.
- 11.10.5 For any days of absence from duty as a result of an accident or illness that qualifies the unit member for Workers' Compensation benefits, the unit member shall receive total compensation, consisting of salary and Workers' Compensation benefits, not to exceed 100% of the compensation the unit member would have received had the accident or illness not occurred.

11.11 Expanded Sick Leave ("Kin Care" Leave)

In any calendar year, unit members may use the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. If the leave qualifies for the Family Medical Leave Act or the California Family Rights Act protection, the paid sick leave will run concurrently with the leave entitlements offered by the federal and state laws. (For a full-time unit member working an entire school year, this would entitle the unit member to use five (5) days of sick leave for "Kin Care" leave.)

11.12 Leaves of Absence Without Pay

- 11.12.1 Upon a unit member's request, a unit member shall be granted a leave of absence without pay for the following reasons:
- 11.12.1.1 Ill health. The unit member shall submit a physician's certification, as may be required by the District, regarding the ill health and its expected duration.
 - 11.12.1.2 Illness of a member of the immediate or extended family upon certification by the attending physician that the unit member's presence is necessary.
 - 11.12.1.3 Election or appointment of unit member to a full-time public office which precludes services as a certificated employee. The leave shall be for the duration of the elected or appointed officer's term.
- 11.12.2 Unit members may request, and the Board of Education may grant, leaves of absence without pay for other reasons. Examples of such leave include childcare, professional training/education, and travel.
- 11.12.3 Unit members requesting leaves of absence without pay shall submit their request in writing in accordance with the time requirements of 11.1.3. All leaves of absence without pay, whether authorized under the provisions of 11.12.1 or 11.12.2, shall terminate at the conclusion of the semester, at the end of the school year for which it was granted, or at such other time as is mutually agreed by the Board of Education and the employee.
- 11.12.4 Time spent on a leave of absence without pay shall not count toward salary step advancement (or employee benefit accrual) and shall not be considered part of the probationary period.
- 11.12.5 A leave of absence granted to a probationary employee shall not affect the continuity of service required for permanency.
- 11.12.6 During a period of an unpaid leave, and for a maximum of three years, unit members may continue to participate in the health and welfare benefits program offered by the District at no cost to the District. Payment to the District for such benefits shall be made in accord with such payment schedule as the District may require.
- 11.12.7 Family and Medical Leave Act (FMLA)

The District will grant unpaid family and medical leave to eligible bargaining unit employees in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (P.L. 103-3). In accordance with the Federal Family and Medical Leave Act, the District will grant up to twelve (12) work weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible bargaining unit employees for the birth, adoption, or foster care placement of a child with the employee, or for the care of the employee, employee's child, spouse or parent with a

serious health condition. An employee is eligible for this leave if the employee has worked for the district for a total of at least twelve (12) months and has worked at least one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months. Except for disability leave on account of pregnancy, childbirth or related medical conditions, family or medical leave under this Article will run concurrently with any paid leave for which the bargaining unit employee is eligible including sick leave. Employees are required to provide at least thirty (30) days advance written notice to the Assistant Superintendent of Human Resources if the need for unpaid family leave is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be given as soon as practicable to the Assistant Superintendent of Human Resources. Any family leave request will be processed in accordance with the applicable provisions of state and federal law by the Assistant Superintendent of Human Resources.

11.13 Rights Upon Return

11.13.1 In the case of a leave of absence by a unit member for a period less than a full year, which commences after the beginning of the school year and ends prior to the close of the same school year, the unit member shall have the right of return to the same school site unless the unit member has been replaced by the transfer of another permanent unit member or that unit member's class or assignment has been eliminated.

11.13.2 In the case of a leave of absence by a unit member which commences within one (1) school year and terminates in a subsequent school year, the unit member shall have the right of return to a position in the District.

11.14 Sabbatical Leaves (Funding currently suspended)

11.14.1 When the Federation/District Negotiating Team has determined that funding is available, the District may grant to qualified applicants sabbatical leaves not to exceed one (1) percent of the unit members. The amount allocated annually shall be equal to nine (9) times one-half (1/2) of the average teacher's salary as calculated from that year's salary schedule.

11.14.2 Sabbatical Leave Purpose

11.14.2.1 Sabbatical leaves shall be used to obtain additional credential authorizations in the fields of special education, bilingual/bicultural education, high school mathematics, and science, and other fields identified jointly by the District and the Federation.

11.14.3 Length of Service

11.14.3.1 Unit members who have completed seven (7) years of consecutive, full-time service in the District may be considered eligible for sabbatical leaves.

11.14.4 Application Procedure

- 11.14.4.1 Unit members may submit an application for sabbatical leave for the reasons stated above for a period not to exceed one (1) school year.

11.14.5 Selection Procedure

- 11.14.5.1 A Sabbatical Leave Committee shall be created and shall be comprised as follows:

- 11.14.5.1.1 Two (2) representatives designated by the Superintendent,

- 11.14.5.1.2 Two (2) representatives designated by the Federation,

- 11.14.5.1.3 One (1) representative mutually agreed to by the Federation and the District.

11.14.6 Selection Criteria

- 11.14.6.1 The sabbatical leave committee shall establish criteria for the approval or disapproval of applications for sabbatical leave consistent with this article. In the event that more than one (1) percent of the unit members apply for and are found to be qualified for a sabbatical leave, preference shall be given to those who have not previously been granted a sabbatical leave. If two (2) applicants are considered substantially equal by the sabbatical leave committee, then seniority shall be the deciding factor regarding which unit member will receive a sabbatical leave.

11.13.7 Compensation

- 11.14.7.1 Sabbatical leaves shall be compensated at an amount equal to fifty (50) percent of the salary of a full-time employee, and receive full health and welfare benefits provided by the District.

11.14.8 Commitment

- 11.14.8.1 Unit members granted sabbatical leaves shall agree in writing to render a period of service to the District following return from leave which is equal to twice the period of the leave. Failure to render such service shall entitle the District to recovery of any compensation paid to the unit member while on the leave. Any costs incurred by the District to recover said compensation shall be borne by the unit member.

11.15 Administrative Leave

Notice of administrative leave will be provided in writing to the unit member placed upon such leave at the time the leave is to commence. This notice shall be over the signature of the Superintendent or his/her designee, and shall include the reason(s) for the leave.

11.16 Catastrophic Leave Program

11.16.1 Catastrophic Leave Definitions.

The Newport-Mesa Unified School District (“District”), the Newport-Mesa Federation of Teachers (“N-MFT” or “Federation”), the California School Employees Association, Chapter 18 (“CSEA” or “Association”), the Newport-Mesa Administrators Association (“N-MAA”), and the Supervisory/Confidential Employee Unit (“S/CEU”) agree to the establishment of two Catastrophic Leave programs for eligible employees. The intent of these programs is to provide additional financial protection to those eligible employees who face a period of prolonged absence from work resulting from a catastrophic illness or injury. “Catastrophic illness or injury” shall mean illness or injury that is expected to incapacitate the employee, spouse, or child (as defined under the current N-MUSD health benefits plan) which requires the employee to take time off from work on a continuous or intermittent basis for an extended period of time, and taking time off work creates a financial hardship for the employee because the employee has exhausted all sick leave and other paid leave entitlements inclusive of differential pay. (Reference: California Ed Code 44043.5). The two programs developed in cooperation with the District, Federation, and Association are the Catastrophic Leave Bank and Individual Catastrophic Leave Accounts.

11.16.2 Administration of the Catastrophic Leave Programs

A Catastrophic Leave Committee (“Committee”) shall administer the Catastrophic Leave Bank and the Individual Catastrophic Leave Accounts. The Committee shall have complete discretion to grant or deny leave requests in whole or in part. The Committee shall be composed of six (6) members: two (2) from CSEA, two (2) from N-MFT, one (1) from S/CEU and one (1) N-MAA representative. The Committee will determine and certify the employee’s eligibility and administer both catastrophic leave programs. Membership in this Committee will be confidential. The Presidents of each of the units will select their representatives.

The District’s responsibility includes, but is not limited to, establishing application procedures and timelines, developing appropriate forms, coordinating the solicitation of sick days, establishing record keeping procedures, and in coordination with the Payroll Department, overseeing payment to eligible members. The Human Resources Division and the employee units will review the Catastrophic Leave Programs annually.

The Catastrophic Leave Committee shall be responsible for receiving leave requests, verifying validity of requests, approving the full or less than full amount requested or

denying requests, communicating its decision to affected eligible employees, the Superintendent and presidents of each employee organization, and soliciting donations of sick leave days from eligible employees.

11.16.3 Catastrophic Leave Bank

- 11.16.3.1 **Participation/Eligibility:** Employees with more than ten (10) days of accumulated sick leave and at least one year of service (at least 75% of the work year) in the District may participate in the Catastrophic Leave Bank (“Bank”). Employees who elect to join the Catastrophic Leave Bank may join the bank only during enrollment periods and must have a waiting period of thirty (30) calendar days after joining the Bank before becoming eligible to withdraw from it. Employees returning from an extended leave of absence shall have thirty (30) calendar days from the first day of returning from leave to sign up for participation in the Catastrophic Leave Bank if the enrollment period has expired. Donation to the Bank does not constitute automatic eligibility for benefits. Use of the Catastrophic Leave Bank must meet the criteria established herein and approval of the Committee.
- 11.16.3.2 **Donation of Days:** An eligible employee may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave to the Catastrophic Leave Bank. The eligible employee shall make this donation by filing an appropriate district form during the enrollment period. Any donation to the Catastrophic Leave Bank shall be irrevocable.
- 11.16.3.3 **Mandatory Replenishment:** Employees who receive contributions from the Catastrophic Leave Bank must, upon return to duty, commence donations with a minimum of one (1) accumulated sick leave day per year until total donations equal the amount of donated leave received from the bank.
- 11.16.3.4 **Enrollment Procedures:** The District shall establish an enrollment period for eligible employees to participate in the Catastrophic Leave Bank. The enrollment period shall be initiated for a 30 day period when deemed necessary by the Committee. Participants will remain eligible for the bank until the available days in the bank are exhausted. At that time, the Committee may decide to initiate a new bank. An employee must donate to the new bank to continue to be eligible to receive benefits from the Catastrophic Leave Bank.
- 11.16.3.5 **Procedures to Use/Withdraw Sick Leave – Conditions and Restrictions:** In order to be eligible to withdraw catastrophic leave from the Bank, the eligible employee must be a participant and have exhausted all of his/her available/accrued paid leave credits including differential pay, which includes, but is not limited to, industrial injury leave and sick leave. An eligible employee who receives paid leave pursuant to this section shall use

any leave credits he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

- 11.16.3.5.1 An eligible employee electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the Bank. The eligible employee must submit this form to the Assistant Superintendent of Human Resources, or designee, for processing. The form will indicate the nature of the catastrophic illness or injury, probable duration of absence, and provide the attending physician's certification that the illness or injury is of a serious nature requiring prolonged treatment and preventing the employee from returning to work. In the event that the eligible employee is personally unable to apply for the catastrophic leave, an immediate family member or eligible employee's agent may make the request for the applicant.
- 11.16.3.5.2 The Committee may approve withdrawal from the Catastrophic Leave Bank for up to sixty (60) calendar days. Requests for additional leave up to the maximum allowable (12 months) must be submitted to the Committee with an updated statement from the attending physician. The employee who receives leave from the Bank shall furnish all lawfully requested medical information deemed necessary by the Catastrophic Leave Committee to determine the employee's eligibility to receive donated leave from the Bank.
- 11.16.3.5.3 The Assistant Superintendent of Human Resources and the Catastrophic Leave Committee shall hold all medical information in strictest confidence. With permission of the employee, his/her name may be used to solicit sick days for an Individual Catastrophic Leave Account (defined below). At any stage of the application for a Catastrophic Leave benefit or during an appeal of the Committee decision, an employee may be assisted by a representative of their respective bargaining unit with the condition that said representative shall hold all medical information in strictest confidence.
- 11.16.3.5.4 The maximum amount of time for which donated leave credits may be used by an employee shall not exceed a period of twelve (12) consecutive months. The catastrophic leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of said leave. Failure of the eligible employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20)

calendar days, would disqualify the eligible employee from further Catastrophic Leave Bank benefits.

11.16.3.5.5 If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or part. Neither the District, Association, Federation, N-MAA, S/CEU and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide benefits through the Catastrophic Leave Bank program. The Committee may elect to request additional donations through additional periods of open enrollment during the year when appropriate.

11.16.3.6 Method of Payment: When an eligible employee uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the eligible employee would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.

11.16.3.7 Accounting: By November 15th of each year the Payroll Office shall provide the Catastrophic Leave Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the Bank as of the first day of July of the current academic year.

11.16.3.8 Termination of the Catastrophic Leave Bank: By mutual agreement of the District and collective bargaining agents, the Catastrophic Leave Bank may be terminated and disposition of the hours remaining in the Bank shall be negotiated. In the event of a natural disaster or catastrophic event having a generalized effect, the Superintendent shall retain the right to suspend the provisions of this article.

In the event one collective bargaining agent wishes to continue a catastrophic leave bank and the other bargaining unit does not, both units will negotiate a dissolution agreement. If unsuccessful in reaching a mutually acceptable agreement, both bargaining units agree to mediation.

11.16.3.9 Eligibility for a Donation of Donated Sick Leave Non-Grievable: An employee's eligibility for or donation of sick leave pursuant to the provisions of the Catastrophic Leave Bank sections of this Article shall not be subject to the grievance procedure of the Agreement. It is understood that accepted donated sick leave is an irrevocable deposit and cannot be rescinded for any reason.

11.16.4 Individual Catastrophic Leave Accounts:

11.16.4.1 Definitions: In addition to the Catastrophic Leave Bank, the Catastrophic Leave Committee may authorize solicitations for an Individual Catastrophic

Leave Account to provide extended paid leave benefits to a specific employee for catastrophic illness or injury.

- 11.16.4.2 Donation of Days: Employees may donate one (1) day if they have a minimum of ten (10) days accrued after deducting the donation. If an employee donates sick leave days to another specific employee in a separate solicitation in an Individual Catastrophic Leave Account, this donation is not considered for eligibility in the Catastrophic Leave Bank. Any days donated to an Individual Catastrophic Leave Account should be used prior to use or exhaustion of the Catastrophic Leave Bank benefits.

Any unused days for the specific employee will be held in an individual account for a period of five years or until the employee separates from the District. At that time, any unused days will be transferred to the Catastrophic Leave Bank.

- 11.16.4.3 Procedures to Use/Withdraw Sick Leave - Conditions and Restrictions: The maximum donation/benefit per incident for any employee through an Individual Catastrophic Leave Account for his/her own catastrophic illness or injury will be the number of days defined as one (1) calendar work year for that employee. Any donations to an Individual Catastrophic Leave Account that exceed the maximum donation for the affected employee will not be accepted and the donation submitted returned to the donating employee. This benefit is extended to each district employee and may be used by each employee if married spouses are both employees of the District.

11.16.5 Care of Spouse or Child

An employee who qualifies for catastrophic leave to care for a spouse or dependent child may use a maximum of sixty (60) days of his/her available sick leave. An employee, if approved by the Catastrophic Leave Committee, may choose to donate up to sixty (60) days either to care for the spouse or to donate the sixty (60) days to the spouse if he/she is a district employee. The employee must retain at least ten (10) sick days for personal use.

11.16.6 Appeal Procedure

An employee dissatisfied with any action taken or decision made concerning the catastrophic leave plan may submit a request to the Committee for review of such action or decision in question. The Committee shall not consider a request for review unless the request for review is submitted within ten (10) days of notification after the action or decision in question. The Committee shall have no jurisdiction to hear any request that is not submitted within the required time frame. Following the request, the appellant has thirty (30) days to submit all relevant paperwork to the Committee. The Committee shall review the matter under appeal and make its report to the Assistant Superintendent of Human Resources and the N-MFT and CSEA Presidents who may

uphold the decision or direct the Committee to reconsider the request or overturn the decision with a unanimous vote.

11.16.7 Hold Harmless

An employee who has submitted a request to donate leave, and an employee who has submitted a request to receive leave under these provisions, shall each execute an agreement satisfactory to the Committee as a condition of donation or receipt. The agreement will confirm the understanding of the employee that the donation and receipt of leave are voluntary. The agreement will also provide that the employee agrees to release and to hold the Committee, the District, N-MFT, CSEA, N-MAA and S/CEU, and their respective officers, employees, and agents harmless from any claims, demands, damages, or causes of action related to the solicitation, application, donation, receipt, use, grant, or denial of leave, or any appeal thereof, or to the acquisition, use, disclosure, or maintenance of medical or sick leave information or records under these provisions.

ARTICLE 12. Salaries

- 12.1 Believing that the key to quality education for the students of the Newport-Mesa Unified School District begins with a well-qualified teacher, the District and the Federation agree to the goal of attaining and maintaining teacher salaries between the mean and 75th percentile when compared to salaries of teachers in other unified school districts in Orange County. The goal of N-MFT and the District is to eventually maintain teacher total compensation at or near the 75th percentile based on an annual comparison to the average of the agreed upon benchmark positions and salary/benefit data for each Orange County unified school district.
- 12.1.1 The District and N-MFT agree that the five benchmark positions that will be used for comparison will include the regular salary teachers in all Orange County unified districts would earn who are fully credentialed and who: (a) have a Bachelor's degree (BA) plus thirty (30) units past the BA and no years of service credit, (b) have a Bachelor's degree (BA) plus forty-five (45) units past the BA and five (5) years of service credit, (c) have a Bachelor's degree (BA) plus sixty (60) units past the BA or a Master's degree and ten (10) years of service credit, (d) have a Master's degree plus seventy-five (75) units and fifteen (15) years of service credit, and finally (e) the maximum salary including all longevity increments/bonuses. In order to fairly compare these benchmarks between districts, the daily rates for each benchmark position will be calculated and then averaged to create one number per district that will be used to calculate rank and percentile point variance from the mean and from the 75th percentile.
- 12.2 For 2005-06, the salary schedule will be as shown in Appendix A-1. For 2005-06, the salary schedule will be, at minimum, as shown in Appendix A-1, and contingent upon paragraphs 12.2.2.1.
- 12.2.1 The salary schedule for 2006-07 will be shown in Appendix A-2.
- 12.2.2 While not expected, the parties recognize that changes for school funding as determined at the State level may drastically alter the ability of the District to fund the anticipated increases embodied in this Agreement. Consequently, in the event that the District no longer qualifies as a "Basic Aid" school district or the amount shown in the District's Revenue Limit Sources (Standard Account Codes 8010 through 8099 as reported to the State of California up to and including the First Interim Report) for any fiscal year covered by this Agreement are not greater than that shown in the same fashion as of the same report for the previous fiscal year the District shall not be obligated to effect the increases in Article 12.2 et. seq. and Article 13.3 et. seq. In such event the parties agree to meet and collectively bargain Article 12.2 et. seq. and Article 13.3 et. seq.
- 12.2.2.1 It is the intent of the parties that an increase to the schedule shall be made available contingent upon the degree of reported increase in property tax revenues from 2004-05 to 2005-06. The base document for determining the increased amount shall be the "Report of the Actual Amount of Taxes to be Collected and Distributed for the Fiscal Year Ending June 30 (from J-29-B or C" as prepared by the Orange County Auditor-Controller's Office and

submitted to the California Department of Education, hereinafter referred to as the “J-29 Report”, and usually available in November of the following fiscal year. The amount shall be calculated as follows:

12.2.2.1.1 If, as of February 1, 2006, total property tax revenues as reported in the J-29 Report for the Fiscal Year ending June 30, 2005 increase by 10% or greater over the property tax revenues as reported in the J-29 Report for the Fiscal year ending June 30, 2004, an additional 1% of salary will be added to the salary schedule for 2005-06, effective as of the 1st of the month following the date of authorization by the Board of Education.

12.3 Unit members who have an earned doctorate in education or a related field will receive an ongoing 4% stipend of the annual salary schedule amount.

12.4 Unit members who receive one or more National Board certifications from the National Board for Professional Teaching Standards will receive an ongoing 2% stipend of the annual salary schedule amount.

12.5 Longevity/Continuing Education step (28+ years): Unit members with 28 years of service at Column D will receive an additional longevity step if the member maintains in-service training each year focused on site and district goals developed through a District-Federation staff development program. Unit members who have 28 years of service will be automatically placed on this step. Beginning with the 2002-03 school, a staff development program will be available to unit members who wish to earn 12 hours of training to continue on this step beyond 2002-03.

12.6 Initial Placement

12.6.1 Initial placement on the salary schedule shall be based on the unit member’s individual record of experience and training filed with the District Office and as recommended by the Superintendent and approved by the Board. Supporting transcripts for initial column placement must be submitted by the unit member within forty-five (45) days of the date of his/her employment.

Upon initial employment for all unit members hired after July 1, 2000, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) year for each year of service equivalent to 75% or more of a contract year of school employment in an accredited institution while serving under a preliminary or professional clear credential up to a maximum of: 10 years for the 2003-04 school year, 11 years for the 2004-05 school year, 12 years for the 2005-06 school year and 13 years for the 2006-07 school year.

12.6.1.1 Upon initial employment of a nurse, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) year for each year of service equivalent to 75% or more of a contract year of employment

as a credentialed school nurse and/or service as a licensed RN up to the maximum allowed in 12.6.1 above.

- 12.6.1.2 Beginning with the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by the District and Federation), Special Education teachers, psychologists and Language/Speech/Hearing specialists, the District will accept year for year service credit including years of service with an emergency credential.

12.7 Step Advancement

- 12.7.1 One (1) year of credit on the salary schedule shall be given for each one (1) year of certificated employment in the District, but not to exceed the step maximum of each column.
- 12.7.2 A unit member shall receive a year credit if the member teaches for at least 75% of the year. If the unit member teaches less than 75% of the year, the member may accumulate partial credit to reach a minimum of 75% of the year and receive one year of credit. (Example: 40% contract for two (2) years earns one (1) year of service credit; 20% contract for four (4) years earns one (1) year of service credit.

12.8 Column Advancement

- 12.8.1 Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the Bachelor's Degree.
- 12.8.2 All Professional Growth Units must be approved by the Professional Growth Committee. All Units must be pre-approved by the Committee in advance of the unit member earning the Units except for Units, which are in-service courses sponsored by the District.
 - 12.8.2.1 Unit members completing an in-service course sponsored by the District are required to submit a "Verification of Workshop Attendance" form to the District.
 - 12.8.2.2 Unit members enrolled in advance degree, credential or certificate programs must submit to the committee, for prior approval, an "Application for Approval of Certificate Professional Degree Program."
- 12.8.3 The Professional Growth Committee shall be established and function as follows:
 - 12.8.3.1 The Committee shall be made up of three (3) unit members appointed by the Federation and one (1) management team member appointed by the Superintendent or his/her designee. Composition of the Committee may be changed with mutual agreement of the District and the Federation.

- 12.8.3.2 A unit member whose proposed Units are denied approval by the Committee shall have the right of appeal to the Committee. If the appeal is denied, the unit member may appeal to the Superintendent or his/her designee. The ultimate decision on the appeal will rest with the Superintendent or his/her designee.
- 12.8.3.3 Sponsors of proposed workshops/in-service who are denied approval have the right of one (1) appeal to the Committee.
- 12.8.4 In reviewing request for approval, the Committee shall apply the following requirements for Units to be used for salary column advancement.
 - 12.8.4.1 The Units must meet one of the following requirements:
 - 12.8.4.1.1 The Units must be upper division or graduate-level courses at an accredited institution of higher education after completion of the Bachelor's Degree.
 - 12.8.4.1.2 The Units must be lower division courses which have specific advance written approval of the Committee.
 - 12.8.4.1.3 The Units must be in-service courses sponsored by the District or by a college or professional organization which are similar in nature, composition, and time to college or university-level courses. Specific approval for each in-service course must be acquired from the Committee. One (1) unit of column advancement credit may be earned for each fifteen (15) hours of meeting time.
 - 12.8.4.2 In addition, the Units must meet one of the following requirements:
 - 12.8.4.2.1 The Units must have a direct relationship to the instruction (or anticipated instructional assignment) provided by the unit member.
 - 12.8.4.2.2 The Units must be upper division or graduate-level courses taken at an accredited institution of higher education which are required by the institution to complete requirements for a graduate degree, new credential, or new credential authorization which has a direct relationship to the instruction (or anticipated instructional assignment) provided by the unit member.
 - 12.8.4.2.3 The Units must fall within the scope of any other areas of professional growth covered in the Professional Growth Manual established by the State of California for teachers

receiving credentials after 1985. These units will be considered on a case-by-case basis by the Committee for each unit member requesting approval for salary credit.

12.8.5 Certificated unit member advancement on the salary schedule occurs only at the beginning of a given school year. All interpretations of the placement on the salary schedule shall be based on verifiable information and documentation (such as grade card or letter from the instructor), which must be filed with the District Office not later than October 1 of any school year with suitable documentation and evidence that transcripts/verification forms are being processed. Column placement salary adjustments shall not be made by the District if the official transcript/verification form does not verify successful course completion.

12.9 Leaves/Interruption of Service

12.9.1 For purposes of this article, approved leaves of absence shall not be considered as an interruption in consecutive years of service; however, the period of any unpaid leave shall not be credited as a period of service.

12.10 Stipends

12.10.1 Those unit members who possess a B-CLAD (formerly Bilingual Credential or Certificate of Competence) while teaching students identified as English Language Learners shall receive the stipend enumerated in Appendix A at the rate of \$500 per year effective July 1, 1994.

Note: The CLAD stipend was rolled into the 2004-05 salary schedule. There is no longer an additional stipend for CLAD.

12.11 Adult Education and Hourly Employees

12.11.1 Unit members who serve in Adult Education shall be paid in accordance with the hourly rate stated in the schedule below and summarized in Appendix A1:

<u>Year</u>	<u>Without Masters</u>	<u>With Masters Degree</u>
1	\$28.00/hr	\$29.00/hr
2	\$29.00/hr	\$30.00/hr
3	\$30.00/hr	\$31.00/hr
4	\$31.00/hr	\$32.00/hr

12.11.1.1 A salary survey will be completed in 2004-05 to compare Adult Education salaries to those of Orange County school districts. If salary is not at the median, salary will be negotiated in accordance with Article 12.2.2.

- 12.11.2 Categorical and hourly funded salaries are not increased in this agreement due to the current economic environment. When State funding is increased for these programs, the District and Federation agree to meet and negotiate salary.
- 12.11.3 Effective July 1, 2000, the Adult Education Substitute Rate will be adjusted to \$22.00 per hour and reflected on Appendix A.
- 12.11.4 Appendix A will also be amended to reflect the hourly instructional rate for non-management certificated employees of \$29.00 per hour in addition to the current rate of \$26.00 per hour for supervision and staff development related hourly responsibilities.
- 12.12 Role and Recompense – Believing that extracurricular activities are a part of a student’s well-rounded education, the District and Federation agree to use Role and Recompense funds to compensate bargaining unit members who support those activities. Realizing that Role and Recompense can never adequately compensate unit members for their efforts in these areas, the Role and Recompense program provides compensation for extra responsibility and work primarily outside of the regular school day. For the purposes of this article, compensation for non-bargaining unit members will be on the same basis as unit members.
- 12.12.1 The value of a Role and Recompense Unit established as 1.05% of the cell identified as Column 1, Step 1 on the Teacher Salary Schedule (186 days) for the respective year of this Agreement. The value of the Unit will be rounded to the nearest whole dollar. The value of the Unit will be commensurately adjusted to match any future adjustment to the salary schedule which may be affected by the implementation of Article 12.2.2.1.
- 12.12.2 To provide flexibility in implementing Role and Recompense, schools may use the District – Federation Restructuring Trust Agreement to request waivers for sections of this collective bargaining agreement. Among the types of flexibility offered are the following:
- 12.12.2.1 Reallocate unused stipends to fund other school-specific positions. For example, if one school does not have a character education position, that stipend can fund another position such as math family night coordinator.
- 12.12.2.1.1 The following stipends are only available on an elementary campus if applicable to that school’s grade level configuration:
- Grade level chair positions 1 through 6
 - Outdoor Science/Outdoor School
 - Science Fair
 - Student Council
- 12.12.2.2 Reallocate the dollar amount within a classification of stipends. For example, divide the stipends for four (4) varsity football positions, and fund eight (8) football coaches.

12.12.2.3 Augment one stipend by taking a portion of the money from another stipend or flex unit.

12.12.3 A site-based Role and Recompense Committee will collaborate with the principal to implement the Role and Recompense program at each school. The Role and Recompense Committee will be composed of democratically elected teachers who represent the various grade levels, curricular areas, and sports/activity programs at the school. The Role and Recompense Committee is responsible for the following:

12.12.3.1 Meet with the principal or designee to determine the needs of the school based on district and school goals.

12.12.3.2 Determine the positions to be offered by flex units for each school.

12.12.3.3 Establish a selection process for Role and Recompense positions within the guidelines established within the Human Resources Department i.e. open positions must be posted and the selection process follow District and legal requirements.

12.12.3.4 Obtain waivers for any exceptions to the Role and Recompense section of the contract, including writing job descriptions for school-specific positions.

12.12.3.5 Monitor that requirements are met by Role and Recompense stipend recipients.

12.13 Summer School

12.13.1 Unit members employed for an entire Summer Session shall receive a contract based on the hourly schedule below. Exceptions to the contract days/hours shall be prorated on the summer school schedule

Beginning in the summer of 2006, the following salary schedule will be used:

<u>Service years from N-MUSD salary schedule:</u>	<u>Hourly Rate:</u>
0-5 years	\$29
6-10 years	\$30
11-15 years	\$31
16+ years	\$32
Secondary Science and Math teachers	\$35*

*includes an additional hour per day of instruction

12.13.2 A Summer Session is defined as the minimum number of teaching hours required to meet the regulations set forth in the Education Code.

12.14 Emergency Substitute Service by Unit Members

12.14.1 In instances of emergency, unit members at the secondary level may be assigned to provide substitute service during their preparation/conference period. Unit administrators will first request volunteers when the occasion arises. In the event that there are no volunteers, or insufficient volunteers to cover necessary periods, the unit administrator will assign unit members on a rotation schedule.

12.14.1.1 Unit members at the secondary level shall be paid an amount equal to the hourly rate stated in Appendix A for each period for which they provided emergency substitute service. This shall not apply to substituting under the provisions of section 11.3.3.

12.14.2 In instances of emergency, unit members at the elementary level may be assigned to cover classes or be assigned additional students. Unit administrators will first request volunteers when the occasion arises. In the event that there are no volunteers, or insufficient volunteers to cover necessary periods, the unit administrator will assign unit members on a rotation schedule.

12.14.2.1 Unit members at the elementary level shall be paid an amount not greater than the District daily substitute rate for each class of students for which they provide emergency substitute service. If more than one (1) unit member provides substitute service for the same class, the amount of the daily substitute rate shall be prorated. At no time shall the prorated amount, for the coverage of one (1) class, be more than the daily rate of a regular full day substitute.

12.15 Request for Credit Information

12.15.1 In case of a request for verification of salary and employment status from a lending institution, the District shall provide only such information as authorized by the unit member on a credit application or in writing to the District.

12.16 Extended Learning Academies

Extended Learning Academies are defined as District-offered instructional/tutorial programs that occur outside the contracted instructional days in the school calendar. Extended Learning Academies will be offered contingent on funding. Participation in Extended Learning Academies will be at the discretion of the unit member. Staff Assignments are subject to sufficient enrollment to maintain classes and will be dictated by program requirements.

12.16.1 Salary

12.16.1.1 Hourly rate for extended Learning Academies will be \$29.00.

12.16.1.2 For summer elementary and secondary programs, in addition to the hourly rate, prep time of four (4) hours (preparation day) and one (1)

hour weekly will be paid at the same rate. Proficiency lab teachers do not qualify for weekly preparation time.

12.16.2 Postings

12.16.2.1 The District will post a notice at all sites of summer school/extended learning academy positions including, but not limited to a description of that position, eligibility requirements, selection criteria, days, hours and job responsibilities, salary and applicable deadlines and application procedures.

12.16.2.2 All efforts will be made to post teaching positions for summer programs nine (9) weeks prior to the start of the first day of the programs. Deadline for applications will be approximately twenty (20) days after posting. Teachers will be offered assignments two (2) weeks prior to the first day of summer school with the exception of classes formed after the two-week period.

12.16.3 Selection Process

12.16.3.1 The most qualified applicants will be selected through a process that includes an application, interview, and reference check. The Human Resources Division will organize interview panels that consist of administrative and teacher representatives.

12.16.3.2 Applicants for ELA/Summer programs must a) meet District eligibility criteria, b) have filed an application by the deadline date, c) be presently employed in the District on a regular contract, and d) have positive recommendations during their regular year assignment and/or summer school extended learning academies. If all eligibility requirements are equal,

- a. Teachers who have permanent status will have preference over probationary, hourly, and temporary teachers.
- b. Teachers who did not teach summer school last year would have preference over those who taught summer school last year.

12.16.3.3 Prospective summer program personnel shall be ineligible for any assignment which would be interrupted by military, or any other foreseeable obligation. Acceptance of a summer program assignment shall signify that no such obligation exists.

12.16.3.3.1 A teaching assignment for a summer program shall be mutually agreed upon by the unit member and the District. If an assignment is accepted by a teacher and later is changed by administrative action or insufficient

enrollment within five (5) days of the start of summer school, that teacher will be compensated for four (4) hours of preparation time. If a teacher's assignment is terminated due to insufficient enrollment, that teacher will be provided a priority substitute position.

12.16.4 Sick Leave

Each bargaining unit member will receive one (1) day of sick leave for elementary and secondary summer programs. In addition, unit members will be entitled to an additional two (2) days of differential pay which is the member's daily rate less the cost of a substitute. After three (3) days, absences will be subject to administrative review that may result in termination of the member's summer school assignment.

12.16.5 Substitutes

ELA substitutes shall be selected from both the District regular full-time teaching staff and District substitute staff. However, priority will be given, whenever possible, to regular full-time teachers when making substitute assignments.

12.16.6 Materials

The District will make a timely and good faith effort to provide teachers with materials and textbooks (including teacher editions) that are approved for ELA programs.

ARTICLE 13. Health and Welfare Benefits

- 13.1 An Employee Benefits Committee, composed of four (4) members of the Newport-Mesa Federation of Teachers, four (4) members of California School Employees Association, and one each of the Newport-Mesa Administrators Association, confidential employees, supervisors, and District management, shall be responsible for recommending health and benefits plans and vendors, monitoring performance of the plans, and implementing periodic vendor bidding of health and welfare plans. The Committee also recommends the amount of the District contribution and the amount of the employee contribution to fund the benefit packages.

Definitions:

a.) "Benefits Cap" defined as the average FTE allocation required for Benefits Package coverage paid July through September at prior fiscal year Composite Rate for all coverages and costs October through June at current fiscal year Composite Rate.

b.) "Benefits Package" defined as medical, dental, vision, life, EAP (Employee Assistance Program) and administrative costs for coverage provided to employees and retirees as recommended by the Benefits Committee and adopted by N-MFT.

- 13.2 Records shall be furnished to the Committee as required by benefit providers and District personnel charged with administering the health and welfare plan.

A consultant/broker or other support staff may be authorized by the Committee within the budget "cap."

A fund will be established for separate accounting of medical benefits. The District will deposit an amount annually equal to the negotiated cap for eligible full-time employees and the prorated amount for each eligible part-time employee. "All employees" is defined as all eligible employees even if he/she waives the right to receive medical benefits. Also deposited in this fund will be employee contributions toward benefits and monies returned from Section 125 plans. No expenditures involving monies within the District cap will be expended without authorization of the Committee, with the exception of ongoing monthly premiums as approved by the Committee to current vendors.

Expenditures from the fund will be limited to the following: premiums to providers, committee approved itemized costs from the District and/or any consultant hired by the Employee Benefit Committee to administer the benefits and/or advise the Committee, and any other expenditures authorized by the Committee. All excess money at the end of the benefit year will be used to defray any future increases in benefits or additions to benefits.

- 13.3 For the 2005-06 year, the District will increase the 2004-05 Benefits Cap to \$9,990 to fully pay increases required during 2005-06 for the cost of the Health & Welfare Benefits Package. For 2005-06, the Benefits Package coverages include changes from 2004-05 as follows: the existing health benefit plan for Blue Cross (11.5% increase), a modification of the Cigna HMO Dental to a similar plan at the same rate, maintenance of the existing Cigna PPO Dental (17.45% increase),

same vision plan at no increase, life insurance policy and Employee Assistance Plan (EAP) at no increase. The District will offer at employee expense an optional American Fidelity Disability Income Protection Program.

For the 2006-07 year, the District will increase the Benefits Cap by an amount sufficient to pay for the increase in the cost of the Health and Welfare Benefits Package up to and including 10.0% above the 2005-06 Benefits Cap value. If the net increase in the Benefits Cap necessary to fully fund the Benefits package for 2006-07 is in excess of the maximum 10% allowed herein, then, plan modifications to reduce the increase below 10% may be recommended by the Benefits Committee and adopted by NMFT or effective July 1, 2006 the residual dollar amount in the increase of the Benefits Cap beyond the 10% limit funded by the District shall be made by employee contribution paid through employee payroll deduction on a tenths basis in 2006-07. If the net increase necessary in the Benefits Cap for 2006-07 is less than 6%, then NMFT may designate the value in dollars up to the difference between the needed increase and 6% to a) be set aside in a Stabilization Fund to be available for future benefit increases; b) add additional coverage to the Benefits Package if the additional coverage can be fully funded by the amount available; or c) apply the equivalent value in dollars to the certificated salary schedule for 2006-07.

During each fiscal year the District shall budget and expend from each respective District account the defined Benefit Cap value as defined herein for each eligible Full Time Equivalent (FTE).

13.4 Any cost of medical benefits for dependents, shall be deducted from the unit member's paycheck upon authorization by the unit member.

13.5 Available Health Plans

Blue Cross (Point of Service Plus program), Cigna Dental Care (HMO) and Cigna Dental PPO, VSP vision plan, a term life insurance plan and United Behavioral Health Employee Assistance Plan shall be offered for selection to all eligible participants.

13.5.1 Active Members – Premium Payment

- A. Full-time employees will pay no premium deductions for the Blue Cross POS Service Plus plan for themselves or eligible dependents.
- B. Full-time employees will pay no premium deduction for the Cigna Dental (HMO) plan for themselves or eligible dependents. The rates will be determined and adjusted proportionately for the 2005-06 and 2006-07 school years by the District Benefits Committee.
- C. If both spouses are employed full-time by the District and one enrolls the other spouse as a dependent, there will be no out-of-pocket expenses for the dual spouse and their eligible dependents with the exception of office visit and emergency room co-pays. Other options for married spouses are enumerated in Appendix C1.

- D. Full-time employees will pay no premium deductions for the VSP vision plan for themselves and their eligible dependents.
- E. The District will provide at no cost to the employee term life insurance in the amount of \$50,000 for full-time employees and \$25,000 for part-time employees.
- F. The District will provide at no cost to the employee an Employee Assistance Program by United Behavioral Health.

13.5.2 Employees eligible for health and welfare benefits who are in paid status through the last day of their regular K-12 student school year shall have the health and welfare benefits under this article effective through the last day of September of the succeeding school year. Employees eligible for the health and welfare benefits who terminate their employment prior to the close of the school year shall have their benefits continue through the last day of the month in which their termination occurs. Life insurance benefits shall terminate at the same time as other group health benefits following an employee's termination.

13.5.3 Employees who were employed after the first day of the school year shall have all benefits of this article commence on the first day of the month following their first day of employment.

13.5.4 Retirees – Premium Payments

- A. Eligible retirees in the Blue Cross POS Plus plan will have no premium payments for themselves or their eligible dependents.
- B. For eligible retirees who select the Cigna Dental (HMO), there will be no premium payments for themselves or their eligible dependents.
- C. For eligible retirees who select the Cigna Dental PPO, there will be monthly (12thly) premiums determined by the Benefits Committee.
- D. If both spouses are eligible retirees in the District and one enrolls the other spouse as a dependent, there will be no out-of-pocket expenses for the dual spouses and their eligible dependents with the exception of office visit and emergency room co-pays.
- E. Eligible retirees will pay no premium deductions for the VSP vision plan for themselves and their eligible dependents.
- F. The District will provide at no cost to retirees term life insurance in the amount of \$10,000 until they reach age 65.

13.5.5 Retirees no longer eligible for District insurance may purchase medical and dental insurance under the District group plan. Cost of the insurance is the sole responsibility of the retiree.

- 13.6 Any unit member employed after April 1, 1977, who works less than full-time for fifty percent (50%) or more of a full-time contract, shall receive a prorated fringe benefit contribution from the district in proportion to the number of hours per week or days per month of scheduled duty worked.
- 13.7 Unit members hired prior to April 1, 1977, who work less than full-time but fifty percent (50%) or more of a full-time contract and who, on April 27, 1977, received full paid benefits from the District, shall not have their benefits diminished because of the provisions in 13.2 above.
- 13.8 Unit members who work less than fifty percent (50%) of a full-time contract shall not receive any health and welfare benefits with the exception of 15.3.1.
- 13.9 Employees who work more than fifty percent (50%) may purchase medical benefits as enumerated in Appendix C2.
- 13.10 Following the death of a bargaining unit employee, the health and dental insurance program in effect for eligible bargaining unit employees will be provided to the surviving covered dependent(s) for a period of one (1) year following the death of the employee, to an extent equal to the fullest manner authorized by the insurance provider. Any pro-rata contribution for health and dental benefits in effect at the time of death of the employee shall become the responsibility of the dependent(s) for continued coverage.
- 13.11 Unit members who are on a Board approved unpaid leave of absence shall have the option to continue to participate in the District health and welfare benefit program for a maximum of three (3) years at no cost to the District. Participation in such a benefit program shall be subject to any limitations imposed by the health benefits carrier and reasonable requirements established by the District regarding timely premium payments.
- 13.12 Unit members may participate in tax sheltered annuity programs of their choice, at no cost to the District. Companies involved in tax sheltered annuity programs for employees must appear on the Board approved list in advance. The District shall provide payroll deductions for this purpose.

ARTICLE 14. Part-time Employment With Full Retirement Credit

- 14.1 Upon request of an eligible unit member, the Board of Education shall grant part-time employment with full-time retirement credit. Eligibility shall be based upon the following criteria:
- 14.1.1 The unit member must have reached the age of fifty-five (55);
 - 14.1.2 The unit member must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five years were full-time employment;
 - 14.1.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member;
 - 14.1.4 The unit member shall be paid a salary which is a pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment;
 - 14.1.5 The unit member shall receive health benefits in the same manner as a full-time unit member;
 - 14.1.6 The unit member shall make the contribution required of full-time members of the State Teachers' Retirement System. Such contributions shall be based on an amount which the unit member would be earning were he/she employed full time. The District shall make such contributions as are required;
 - 14.1.7 The minimum part-time employment shall be the equivalent of fifty (50) percent of a full-time assignment or one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. This part-time arrangement may be of two types:
 - 14.1.7.1 Part-time all year during the regular school term;
 - 14.1.7.2 Full-time for a semester.
 - 14.1.8 Such an agreement is limited to a period of five (5) years;
 - 14.1.9 The unit member shall apply no later than March 1 prior to the school year in which the part-time employment commences.
- 14.2 At completion of or resignation from this program, unit members shall be separated from District service.
- 14.3 During the period of such part-time employment, the District may determine the unit member's site, time configuration, and assignment; however, involuntary assignments shall not be made to a school of a different level (i.e., elementary, middle, or high, except high school unit members may be assigned to the middle school).

ARTICLE 15. Shared Contract Employment

- 15.1 The District will make a reasonable effort to accommodate requests by unit members to be given contracts for less than full time provided that:
 - 15.1.1 The site administrator and the District Human Resources administrator agrees that a part-time or shared contract assignment can be accommodated in the District and maintains standards of student learning.
 - 15.1.2 The unit member notifies the District no later than May 1 prior to the school year in which he/she requests part-time employment or a shared contract.
- 15.2 Part Time: Unit members may be employed for less than full time
 - 15.2.1 For unit members on a part time contract, the percentage of contract shall be equal to the percentage of the instructional minutes per day, week, or year served or percentage of work day or week. In addition, part-time contracts will include prorated responsibility for school related activities as is necessary to provide for student needs and a quality educational program.
 - 15.2.2 A fifty (50) percent contract either in the fall or spring semester is classified as part time. A fifty (50) percent elementary school assignment shall be either full time in the fall or spring semester; or a job sharing arrangement by mutual agreement between two (2) current unit members and the District administration.
 - 15.2.3 During the period of such part-time employment, the District will determine the unit member's assignment and site.
- 15.3 Shared Contract: A shared contract arrangement consists of two teachers who split a full-time assignment in which they share students and have mutual responsibility for curricular planning, grading standards, parental conferences/communication and site responsibilities on an ongoing basis through the duration of the shared contract.
 - 15.3.1. Each of the teachers sharing a contract shall receive prorated sick leave and other mandated benefits based on one FTE (full-time equivalent.) Health benefits are to be prorated in the same percentage as the teaching contract.
 - 15.3.2 The shared contract arrangement shall be reviewed annually and will only continue with mutual agreement of the teachers, site administrator, and District Human Resources administrator. Evaluation of teachers will be consistent with Article 6 of the Collective Bargaining Agreement.
 - 15.3.3 In the situation in which a shared contract position is terminated, the teacher shall be reassigned according to provisions of Article 8.
- 15.4 Each unit member will be advanced on the salary schedule based on provisions in Article 11, of the Collective Bargaining Agreement.

15.5 Any unit member teaching in grades 7 through 12 on a part-day contract shall be obligated to a pro-rata daily preparation period as indicated below:

% of Contract	Teaching Periods Per Day	Prep Periods Per Day
100	5	1.0
80	4	.8
60	3	.6

15.6 Nothing in the above shall preclude a unit member from selecting a full-time assignment following a part-time contract period. Teachers who wish to request a change in the percentage of their contract must notify the District prior to May 1. The provisions of 15.1.2 and 15.3.3 shall apply to unit members electing to return to a full-time contract following a part-time contract.

15.7 Nothing in the above shall preclude the authority of a unit member and the District to mutually agree at any time to an assignment of less than full time.

ARTICLE 16. Retirement Benefits

16.1 Eligibility (Unit members are advised to consult STRS to determine any possible early retirement penalties.)

16.1.1 Age - fifty-five (55) or more, but less than sixty-five (65) years of age.

16.1.2 Age - fifty (50) to fifty-five (55) with a minimum of thirty (30) years of service in California.

16.1.3 Length of Service. A minimum of ten (10) years of consecutive service in the Newport-Mesa Unified School District. A District-approved leave of absence shall not constitute a break in service for the purpose of this section.

16.2 Benefits

16.2.1 Health and Dental Insurance

16.2.1.1 The District will provide the health and dental insurance program in effect for regular full-time employees in each of the years involved at no premium cost to the participant for self-coverage upon retirement, until the participant attains age sixty-five (65), or qualifies for other benefits.

16.2.1.2 The participant may maintain dependent coverage by paying the District in advance for the premiums required for such coverage.

16.2.1.3 A group plan for participants at their own expense for themselves and their dependents will be offered after age sixty-five (65), and available through the District carriers.

16.2.1.4 Upon the death of the participant, the health and dental insurance program in effect for regular, full-time employees for each of the years involved in the District will be provided to the surviving covered dependents for a period of one (1) year following the death of the participant.

16.2.2 Life Insurance

16.2.2.1 The District will continue to provide the life insurance coverage in effect in each of the years involved to age sixty-five (65) for the participant.

16.2.2.2 A group plan for participants at their own expense for themselves and their dependents will be offered after age sixty-five (65), and available through the District carriers.

16.3 STRS “Golden Handshake”

The District shall offer a two-year (2) credit allowance “Golden Handshake” inducement for retirement when the provisions of Education Code Section 22726 can be met.

16.3.2 N-MFT reserves the right to bargain other retirement incentives.

16.4 Emeritus Teacher Program 2005-2006

Employee Eligibility:

For the 2005-06 school year, a certificated unit member with the Newport-Mesa Unified School District may retire under the Mid-Year Emeritus Retirement Plan if the following guidelines are met:

- a. Employee is 55 years of age by December 31, 2005.
- b. Employees must declare in writing by November 1, 2005, his/her intent to participate in the Emeritus Teacher Program.
- c. Employees submit application for STRS Retirement, resignation and all other required documentation to the District no later than December 23, 2005 to be effective no later than December 31, 2005.
- d. The Emeritus teacher continues to teach in the 2005-06 assignment until June 23, 2006.
- e. The Emeritus teacher will be hired as a consultant from January 1, 2006 through September 30, 2006.
- f. For the period January 1 through June 30, 2006, the Emeritus Teacher shall be paid \$27,940.
- g. For the period from July 1, 2006 through September 30, 2006, the Emeritus Teacher shall be paid \$12,500.
- h. For the consulting period from July 1, 2006 through September 30, 2006, the Emeritus Teacher may assist in classrooms as a mentor or with opportunities determined available by the District at the District Office or a school site. Emeritus Teachers who consult may indicate a preference to the Human Resources office.

Emeritus Stipend:

From the date of retirement to the end of the school work year, the retiree will agree to continue teaching for the remainder of the school year and receive an amount equal to the STRS retirement limit (\$27,940) in 05-06 divided by pay periods remaining in the school year. The retiree will also receive a stipend for the months of July, August and September, totaling \$12,500. Additionally, the retiree maintains District health benefits through age 65 per Article 16. Emeritus Teachers over the age of 65 are eligible to purchase health benefits per Article 16.

Each retiree will reserve five sick days to be carried forward for possible use between January 1, 2006, through June 23, 2006. Any days absent beyond five days will result in a deduction. This deduction will be an amount equal to the daily rate of the STRS retirement limit plus the annual salary divided by 186 days. Sick days held prior to retirement are not available for use as they will have already been reported to STRS for credit toward the retiree’s STRS benefit.

Additional requirements for approval of Emeritus Teacher Program

Agreement to not reopen in collective bargaining a retirement incentive until 2008-09 contract year or by mutual consent.

ARTICLE 17. Grievance Procedure

17.1 Definition of Terms

17.1.1 Grievant — an individual employee in the bargaining unit covered by the terms of this agreement who alleges a grievance.

17.1.2 Grievance — an allegation by a grievant that he/she has been adversely affected by a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.

17.1.2.1 Adult Education and other hourly certificated employees shall have the right to grieve only those articles in the contract that are listed in Article 21 pertaining to Adult Education and other hourly certificated unit members employed in other categorical programs. The following articles were determined to be applicable to Adult Education and other hourly employees with regard to grievance rights: 1, 2, 4, 5, 6, 10, 12, 16, 17, and 21.

17.1.3 Day — a day in which the District Office is open for business, except for winter and spring vacation periods.

17.1.4 Supervising Administrator — the administrator who has responsibility for implementing the decision which gives rise to the grievance.

17.2 Procedures (See Diagram 17A Grievance Process Chart at end of Article 17)

17.2.1 Informal Level. Before filing a formal grievance, the grievant shall, within 15 days after the occurrence or act of omission giving rise to the alleged grievance or when the grievant could reasonably be expected to know of the event which gives rise to the grievance, attempt to resolve the alleged grievance by an informal conference with the supervising administrator.

17.2.2 Formal Level. If an informal settlement has not been effected, the grievant may file a formal grievance.

17.2.2.1 Level One. The formal grievance must be filed on the appropriate District form with the supervising administrator within twenty (20) days after the occurrence or act of omission giving rise to the grievance or when the grievant could reasonably be expected to know of the event which gives rise to the grievance. A copy of the grievance statement shall be filed with the Assistant Superintendent.

The form shall include statements indicating:

a. How the individual employee was adversely affected;

- b. The specific section of the contract allegedly misinterpreted, misapplied, or violated;
- c. The specific remedy sought by the employee to resolve the grievance; and
- d. The name of the individual, if any, authorized to represent the grievant.

17.2.2.1.1 The supervising administrator shall communicate his/her response to the grievant in writing within ten (10) days after receipt of the grievance.

17.2.2.2 Level Two. The grievant may request Option 1, Option 2, or Option 3.

OPTION 1: Appeal to Superintendent

If the grievance is not resolved at Level One, the grievant may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days of the receipt of the Level One response. This statement shall include a copy of the original grievance, the response, and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall communicate his/her response to the grievant and supervising administrator in writing within ten (10) days after the receipt of the grievance.

OPTION 2: Mediation

If the grievance is not resolved at Level One, the grievant may appeal the Level 1 decision to mediation, with the support of the Federation and District within ten (10) days of the receipt of the Level One response. This statement shall include a copy of the original grievance, the response, and a clear, concise statement of the reasons for the appeal.

The Federation and the District will agree upon a mediator. If no agreement can be reached within five (5) days, they shall request the State Mediation and conciliation Service to supply a list of names of persons who are experienced in mediation.

The fees and expense of the mediator shall be borne equally by the Federation and District. All other expenses shall be borne by the party incurring them.

OPTION 3: Impartial Hearing Panel (IHP)

The grievant may submit the grievance to an impartial Hearing Panel (IHP) for a recommendation of the resolution. Note: If this option is selected by the grievant, Level Three is

not available. If not resolved at Level Two, grievant may chose Level Four, appeal to the Board of Education.

When the District and Federation agree to an IHP, the District and Federation shall agree on the selection of IHP members. The District and the Federation further agree to share costs equally to pay for substitute services if an IHP is held during regular hours of classroom instruction.

An Impartial Hearing Panel (IHP) shall be a three (3) member panel consisting of: (a) a representative from the Federation, (b) an administrative representative, and (c) an employee or resident of the community or another agreed upon individual who may have experience or expertise in the area of the grievance.

Human Resources in cooperation with the Federation will contact and request members for the IHP. As soon as the panel is selected, a mutually agreeable time and meeting place will be designated within thirty (30) days of panel selection.

The Impartial Hearing Panel shall establish its own chairperson and procedures for examining the facts of the case and for discussion on items, which may be important for arriving at a final recommendation. However, such procedures should be conducted:

In an atmosphere conducive to thoughtful inquiry

In a manner that protects the professional and private lives of all involved

In a manner that protects the rights of students, teachers, administrators, parents or community members

In a manner consistent with the policies adopted by the Board of Education

In a manner consistent with the NMFT Agreement

Within the framework of proper Robert's Rules of Order

The IHP, after receiving the grievance forms and any supporting materials shall:

Read, view or listen to all relevant evidence pertinent to the grievance

The IHP may reconvene up to three (3) additional times to formulate and write the recommendation.

The IHP shall submit a written recommendation within fifteen (15) days following the conclusion of the hearing to the Superintendent.

The Superintendent will receive the recommendation of the IHP and render a decision in writing on the grievance within thirty (30) days to the Federation. A copy of the panel recommendation will be included.

- 17.2.2.3 Level Three. If the alleged grievance is not resolved at Level Two Option 1 or 2, the grievant may, within twenty (20) days after receipt of the Level Two response, request that the Federation submit the grievance to IHP or advisory arbitration. A copy of the request to the Federation shall be forwarded to the Superintendent or his/her designee. The Federation shall notify the Superintendent in writing within fifteen (15) days after receipt of the request from the grievant as to whether or not the grievance will be submitted for IHP or advisory arbitration. The Federation may not take a grievance to Level Three without the written consent of the grievant.

OPTION 1: Arbitration

The Federation and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the State Mediation and Conciliation Service to supply a list of names of persons who are experienced in arbitration. Selection of the arbitrator shall be made in accordance with American Arbitration Association selection procedures.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses shall be borne by the party incurring them.

Upon request of either party, the arbitrator shall rule upon the arbitrability of the grievance prior to accepting or hearing arguments on the grievance itself.

The arbitrator shall have no power to add to, subtract from, or modify the terms of the contract or applicable law or rules and regulations which have the force and effect of law.

The issues before the arbitrator shall be restricted to those identified in the written grievance and the answers thereto at each step. The arbitrator shall hear evidence and argument as soon as possible and shall deliver to the parties within thirty (30) days a written recommendation on the issues submitted to him/her.

The arbitrator shall use the rules of the American Arbitration Association. By mutual agreement of the District and the Federation, American Arbitration Association rules of expedited arbitration shall apply.

The decision of the arbitrator shall be in the form of a recommendation to the parties. If neither the District nor the Federation files a request to the Board of Education to undertake review of the arbitrator's recommendation within ten (10) days of its issuance, then the decision of the arbitrator shall be deemed adopted by the Board and becomes final and binding on all parties.

OPTION 2: Impartial Hearing Panel (IHP)
See Level 2 IHP Process above in 17.2.2.2

17.2.2.4 Level Four: Appeal Process

The Federation or District may file an Appeal to the Board of Education within ten (10) days of receipt of the arbitrator's or IHP recommendation.

The Board shall then undertake review of the entire hearing records and briefs. The Board shall, at the request of either party, permit oral arguments by representatives of the parties. Within thirty (30) days after receiving the request for review, the Board shall render a decision on the matter which shall be final and binding on all parties, subject only to judicial review.

17.3 Miscellaneous Provisions Applicable to the Above

17.3.1 If the supervising administrator or the Superintendent or his/her designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If any time limit in this article is not met by the grievant, it is deemed that the grievant considers the grievance to have been resolved.

- 17.3.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 17.3.3 No reprisals of any kind shall be taken by the Superintendent or any member or representative of the District against a grievant or person who assisted the grievant by reason of a person being a grievant or a person who assisted the grievant, nor shall any reprisals of any kind be taken by the Federation or any unit member against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decisions.
- 17.3.4 If the grievant requests assistance from the Federation, the District shall provide reasonable release time for the Federation representative and the grievant for the purposes of grievance conferences and hearings.
- 17.3.5 At all levels of the grievance procedure, the site/ unit administrator of the grievant shall receive a copy of each communication exchanged between the grievant and the supervising administrator, if such supervising administrator is other than the site/unit administrator.
- 17.3.6 At all levels of the grievance procedure, the grievant shall have the right of representation. Such representation shall not be provided by an agent of a teacher organization other than the exclusive bargaining agent. No grievance shall be settled until the Federation has received a copy of the grievance and been given an opportunity to respond.
- 17.3.7 A grievance may be presented by a grievant on behalf of a group of grievants provided the following conditions are met:
- 17.3.7.1 Each of the grievances involves the same contract provision or provisions;
 - 17.3.7.2 Each of the grievances involves substantially similar facts and conditions;
and
 - 17.3.7.3 Each of the grievants who is affected by the grievance is named and one presents the grievance on behalf of all grievants.
 - 17.3.7.4 The decision on the grievance shall be deemed to be the decision applicable to all named grievants to the extent substantially similar facts and conditions exist.
- 17.3.8 By mutual agreement, the grievant and the District may extend any time limit set forth in this article.
- 17.3.9 A conference between the grievant and appropriate administrator shall be held at Level One and Level Two prior to a written response.

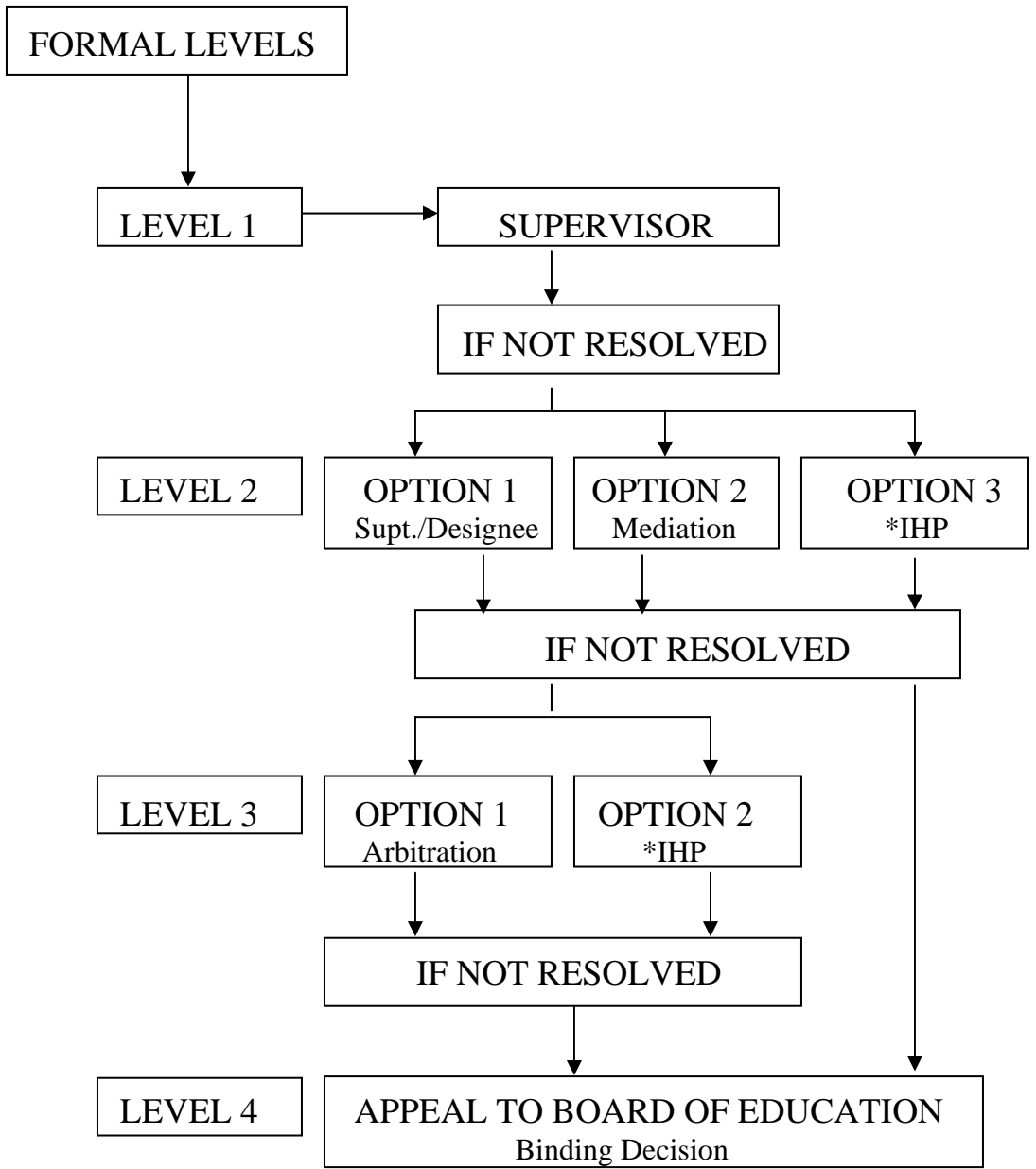
See Diagram 17A – Grievance Process Chart

17A – GRIEVANCE PROCESS CHART

INFORMAL LEVEL WITH SUPERVISOR



Revised: 2005-06



ARTICLE 18. Nondiscrimination

- 18.1 The District shall not discriminate in the assignment, transfer, or evaluation of a unit member because of membership or non-membership in an employee organization, ethnic background, religion, age, sex, political affiliation, or private life of a unit member.

ARTICLE 19. Adult Education and Other Hourly Certificated Employees

Only Articles 1, 2, 4, 5, 6, 10, 12, 16, 17, and 18 shall apply to Adult Education and other hourly certificated unit members employed in other categorical programs.

19.1 Definition

19.1.1 Adult Education and other hourly certificated unit members employed in other categorical programs shall be defined as those certificated personnel who have a signed contract with N-MUSD with specified hours of employment at the appropriate hourly rate.

19.2 Job Security

19.2.1 The District shall make every effort to re-staff continuing programs each year with returning personnel within each program.

19.2.2 Re-staffing For Fall

19.2.2.1 Tentative list for Adult Education courses (for fall of same year) will be provided to current staff by June 15, along with form requesting teacher's interest in other and/or additional assignments. Staff will turn in assignment request form prior to close of year.

19.2.2.2 By June 15, all hourly teaching staff will also receive a list indicating priority standing for fall staffing regarding total hours, according to date of hire (not as aide) and qualifications.

19.2.2.3 Program hours permitting, and funding available, each staff member will retain his/her previous year's hours according to priority identified in 19.2.5. Additional hours that are proposed after staff positions are reinstated will be considered TBD (To Be Determined) assignments.

a. These additional hours will be posted for 5 working days starting July 1.

b. A staff member who applies for a position and is not selected, may, upon request, be informed by the administrator of the criteria used in selection.

19.2.2.4 An Adult Education master course schedule will be posted at school sites. The master course schedule will specify instructor, course, hours and site/room number. Any revision to the schedule will be posted within ten (10) days of a change.

19.2.3 At the beginning of the contract year, current certificated employees in Adult Education and other hourly certificated unit members employed in other categorical programs, meeting

qualifications as specified by the job description, shall have first priority for staffing of current courses and programs, vacant positions, or new program offerings before outside candidates are hired.

19.2.4 If additional hours and/or assignments become available during the school year, all Adult Education and other hourly certificated unit members employed in other categorical programs, shall be notified by a memo posted in a designated location at each school site for a period of not less than five (5) working days. To be considered, unit members must submit their names in writing to the Director of Adult Education/Federal Projects or designee as listed on the memo.

19.2.4.1 Additional assignments that are offered to, and accepted by, a staff member during the school term, will be confirmed in writing from the administrator.

19.2.5 Re-staffing After Reduction In Force (RIF)

19.2.5.1 In the case of current Adult Education and other hourly certificated unit members employed in other categorical programs, who are not to be re-employed due to declining enrollment or lack of funding, the following criteria shall apply:

19.2.5.1.1 Required credential authorization(s).

19.2.5.1.2 Major(s), minor(s) or area(s) of specialization required in the job description.

19.2.5.1.3 Skills and individual capabilities as specified in the job description.

19.2.5.1.4 If all of the above factors are substantially equal, then the unit member with the most seniority in Adult Education and other hourly certificated unit members employed in other categorical programs, shall be re-employed.

19.2.5.2 Reinstatement of hours worked will be effected to the best of the administrator's ability within scheduling constraints.

19.3 Disbursement Schedule

19.3.1 Commencing with the regular certificated payday for the month of September each year, all Adult Education and other hourly certificated unit members employed in other categorical programs, shall be paid monthly with ten (10) equal payments based on contracted hours.

19.4 Adult Education and Other Hourly Certificated Employees' Salary Schedule

19.4.1 Effective July 1, 1998 Adult Education and other hourly certificated unit members employed in other categorical programs, will be placed on the salary schedule based upon the years of experience within the District in Adult Education and other hourly categorical programs as follows:

Step 1	1st year
Step 2	2nd year
Step 3	3rd year
Step 4	4+ years

19.4.2 Years of experience in the K-12 classroom program do not apply to this salary schedule.

19.4.3 For step placement and advancement, a completed year of service shall be defined as seventy-five (75) percent or more of the days as specified in the contracted assignment within a school year - August through June.

19.4.4 All Adult Education and other hourly certificated unit members employed in other categorical programs shall be paid at the appropriate hourly rate as indicated in Appendix A.

19.5 Stipends

19.5.1 Bilingual Credential, and Language Development Specialist Certificate stipends from Appendix A, pro rata based on an eight (8) hour day, shall apply to all Adult Education and other hourly certificated unit members employed in other categorical programs.

19.6 Additional Compensations

19.6.1 Adult Education and other hourly certificated unit members employed in other categorical programs shall be compensated at their regular hourly rate for attendance at all meetings scheduled or conducted by the administration outside of regular working hours. Payment for said meetings shall be made at the end of each semester.

ARTICLE 20. Miscellaneous

- 20.1 Each elementary school shall be allocated annually an amount equal to seventy-five dollars (\$75) per classroom teacher for use by the teacher to purchase classroom supplemental materials.
 - 20.1.1 Special Education/Special Day class teachers shall be annually allocated special education funds for classroom materials and supplies to carry out the instructional program. Thirty dollars (\$30) of this allocation may be used by the teachers in accordance with section 19.1, above.
 - 20.1.2 Individual teachers shall have the right, in consultation with the principal, to spend these funds as they deem appropriate.

- 20.2 Except in the case of a Board-declared emergency, the District shall provide the Federation with fifteen (15) days advance notification regarding any amendment or rescision of written District Board Policy or Board Rules and Regulations which fall within the scope of representation as defined by Section 3543.2 of the California Government Code. The notice to the Federation shall indicate the current written Board Policy or written administrative Rules and Regulations and shall indicate any proposed amendments. Prior to the first reading, the Federation shall be given the right, upon request, to meet with the Superintendent or his/her designee. In addition, the Federation shall be given the right to make a public presentation regarding the proposed amendment(s) or rescision(s).

- 20.3 The District may suspend without pay for a specific period of time on the grounds of unprofessional conduct a unit member, as authorized in Education Code Section 44932(b) pursuant to the procedures specified in Sections 44933, 44934, 44935, 44936, 44937, 44943, and 44944.
 - 20.3.1 A request for reconsideration of the accusation specified in Education Code Section 44938 may be filed with the Assistant Superintendent with a copy to the Federation President. This request must be filed within five (5) days of receipt of the accusation.
 - 20.3.2 The Assistant Superintendent will hold a hearing within five (5) days of receipt of the request. The Federation may represent the unit member at the hearing.
 - 20.3.2.1 The Assistant Superintendent will notify the unit member and the Federation of the results of the hearing within five (5) days of the hearing.

ARTICLE 21. Savings Provision

- 21.1 If any provisions of this agreement are held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 21.2 The Federation and the District shall meet to renegotiate said provisions within thirty (30) calendar days.

ARTICLE 22. Completion of Meet and Negotiate

- 22.1 This agreement constitutes the entire agreement between the parties. All matters not specifically enumerated within the provisions of this contract are expressly reserved to the District.

ARTICLE 23. No Child Left Behind (NCLB)

- 23.1 Both parties acknowledge that the Federal Government enacted **No Child Left Behind** to establish and enforce standards of performance for schools. NCLB requires Districts to provide assistance to schools that fail to meet their Adequate Yearly Progress (AYP) after several successive years, and to impose increasingly restrictive sanctions when schools continue not to meet AYP after four years of testing. The parties further acknowledge that NCLB creates a shared interest between the District and the Federation to adhere to NCLB precepts in order to preserve Title 1 Federal funding to the District. While NCLB requires the Local Education Agency (District) to enact at least one of the sanctions listed in the law, it also makes clear that imposition of the sanction must conform to the procedures negotiated and written into the collective bargaining agreement. Article 23 establishes the agreed-upon procedures, parties, and timelines that will be used to comply with the **No Child Left Behind** Act. Article 23 exists solely to address the requirements established by NCLB. Should changes to NCLB occur at either Federal or State level, parties agree to review this article as it relates to those changes. In the event NCLB ceases to exist as a Federal or State mandate this article and the accompanying appendices will become null and void.
- 23.2 The District and N-MFT recognize that schools unable to meet AYP targets after three years of working on their own need assistance from outside the school. This assistance will be provided by the “NCLB Hearing Panel” (as outlined below) beginning in the Program Improvement Year 3 status. The NCLB Hearing Panel is established by the criteria below. This panel shall be a standing committee that will meet throughout the year as needed.
- 23.3 The membership of the NCLB Hearing Panel shall be as follows:
- 23.3.1 Two union representatives appointed by N-MFT, at least one of whom shall have Title I experience, to serve a minimum of two years.
 - 23.3.2 Two District representatives appointed by the District, at least one of whom shall be, or have been, a Principal with Title 1 experience, to serve a minimum of two years.
 - 23.3.3 One Classified representative appointed by CSEA to serve a minimum of one year.
 - 23.3.4 One community representative appointed by the Harbor Council PTA, to serve a minimum of one year.
 - 23.3.5 One consultant with relevant expertise appointed jointly by the N-MFT and District representatives, to serve a term to be determined.
 - 23.3.6 The panel will establish a chairperson who must be a representative of either the N-MFT or the District, and the position of chairperson will rotate between the two organizations on a two-year cycle.
 - a) Vacancies will be filled by the respective constituency to complete the existing term only.

- b) Membership on the panel will automatically terminate for any member who is absent from two consecutive regular panel meetings unless the other members of the council reach consensus at the second meeting to suspend the termination. The council can suspend or expel a member for cause (i.e. attendance, failure to work within a collaborative process, breach of confidentiality) by a two-thirds affirmative vote of the other members.

23.4 Powers and authority of the NCLB Hearing Panel

- 23.4.1 The purpose of the Panel is to create and recommend a plan of action to assist the school in improving to a level above that of Program Improvement status under NCLB. In creating the plan of action, the Panel may consider measures which would supersede the terms of this Agreement.
- 23.4.2 In order to investigate the school's status, committee members may interview constituents or employees, view records, hold hearings, attend meetings or pursue any other reasonable method to gather the information they need to fully understand the situation.
- 23.4.3 For "Corrective Action" P.I. - 3 (Program Improvement 3) {see Appendix 2 for chart} the NCLB Hearing Panel will have the responsibility to investigate the school's situation, consider the sanctions written into the NCLB law, decide what action is necessary to sufficiently improve the education program based on the finding of facts, and write a final report that includes a rationale explaining (a) the interventions that will be continued and/or (b) any new recommended interventions (at least one of which must be NCLB sanctioned as described in 23.1).
- 23.4.4 The panel will provide a separate report of findings for each site and recommendations on each P.I.- 3 school to the Board along with a copy to the school, the District, and the Federation.
- 23.4.5 The panel's decision will go to the Board as a recommendation for action. The Board may accept, reject or ask the panel to reconsider the recommendation. If the Board accepts the recommendation, both parties to this agreement recognize that the Board will be held harmless for any elements of the panel's decision that supersede the terms of this contract in Articles 1-22. If the Board chooses to reject the recommendation, the Board will be obligated to follow all contractual requirements outside of Article 23.1.
- 23.4.6 For "Restructuring" P.I.- 4 status the NCLB Hearing Panel shall follow the same investigative process outlined in 23.5, but stay in contact with the school for the entire school year to monitor and support, and decide on one of the two appropriate sanctions from the NCLB list that are within their power. Those two options are (a) replacing all or most of the school staff (which may include the Principal) who are relevant to the failure to make adequate yearly progress, and/or (b) any other major restructuring of the school's governance arrangements that make

fundamental reforms. The panel will again submit a written final report, and the same standard as described in 23.4.5 will apply to the Board for review.

- 23.4.7 For “Restructuring” P.I.-5 and beyond status the NCLB Hearing Panel will follow the same investigative process outlined in 23.4.5, but submit their report to the Superintendent’s Cabinet, who will take over as the decision-making entity that recommends action to the Board. The cabinet will consider the sanctions written into the NCLB text and recommend to the Board such action as deemed necessary to sufficiently improve the education program while meeting all the contractual requirements in Articles 1-22 of this collective bargaining agreement and in compliance with Section 116(d) of the NCLB law.

23.5 Decision Making Process

- 23.5.1 The Hearing Panel will operate in a collaborative manner and use a consensus decision-making model. If consensus cannot be reached, the panel will decide by a majority vote. Each of the panel has one vote. (NMFT = two votes, District = two votes, CSEA = one vote, Harbor Council PTA = one vote, Consultant= one vote, which equals a total of seven votes).

Appendix 1
Timeline

1. Approximate timelines for testing, return of results and determination of meeting AYP:
 - a) Testing occurs during March, April and May each school year.
 - b) Testing configurations are different for elementary, middle & high school.
 - c) Results and determination of whether or not a school has met its AYP Annual Measurable Objectives (AMOs) are made and announced by the state in late August or early September as school begins. Sometimes a time period is required for data correction, and public release of the results may be delayed as late as January of the following year.
 - d) Failure to meet the AYP Annual Measurable Objectives advances a school toward, or establishes a school in Program Improvement status.

2. The inability to meet AYP Annual Measurable Objectives in successive years:
 - a) First inability to meet AYP at September notification, the school is “on watch” for that ensuing school year.
 - b) Second inability to meet AYP in the same content area or the same indicator at September notification, the school enters Program Improvement Year 1 for that ensuing school year.
 - c) Third inability to meet AYP at September notification, the school enters Program Improvement Year 2 for that ensuing school year following California Department of Education guidelines. The District provides technical assistance and supplemental education services as prescribed in the law (i.e. consultants or after school programs).
 - d) Fourth inability to meet AYP at September notification, the school enters Program Improvement Year 3 for that ensuing year. This is a “Corrective Action” year and is the first year in which the District is required to implement at least one of the six options listed in NCLB. (see 23.4.2).
 - e) Fifth inability to meet AYP at September notification, the school enters Program Improvement Year 4 for that ensuing year. This year is identified in the law as “Restructuring” and is the second year in which the District is required to implement at least one of the five options listed in the law.
 - f) Sixth, and all subsequent years of not meeting AYP at September notification, the school enters Program Improvement Year 5 for that ensuing year. This status is “Restructuring” and brings the school closer to outside intervention for the school and/or the District (see 23.4.5).

- g) Schools must meet their AYP Annual Measurable Objective for two successive years in order to exit Program Improvement status.
3. The District recognizes that schools are equipped to rectify their own achievement problems in the pre-Program Improvement years and in Program Improvement Years 1 and 2. School leadership teams will review test data, examine the school's instructional program, and make changes that will improve the instructional program leading to increased student achievement and exit from Program Improvement status.
 4. The District will provide appropriate technical expertise and supplemental educational services during this time of early intervention, based on the site's assessment data, findings, plans for improvement, and requests for assistance.
 5. It will be the responsibility of the panel to:
 - a) collect data about teachers, administrators and school performance;
 - b) determine the finding of facts;
 - c) consult with the Assistant Superintendent of Business to determine the fiscal viability of any interventions or recommendations being considered;
 - d) write draft recommendations;
 - e) provide for an appeal hearing after presenting the draft recommendations;
 - f) make a final decision and write a final report.
 6. The members will receive training provided by the District that the panel determines necessary to carry out the responsibilities outlined in this article.
 7. Recommended timeline for the NCLB Hearing Panel:
 - a) The panel receives test data in late August or early September; as early as possible for initial review work.
 - b) The panel begins active investigation by the end of September
 - c) The panel writes and presents a draft report by the end of October
 - d) The panel holds public appeal hearings by the end of October
 - e). the panel issues a final report and order for action by the end of November.

Appendix 2 **Glossary of Terms**

Assessment Data:

Assessment Data is testing data that is obtained from a combination of qualitative and quantitative multiple measures including: Standardized test Data, local benchmark test data, District Multiple measures, classroom data, portfolios, etc.

Qualitative Data:

Qualitative data is information gathered by the teacher, administrator, or other, observation, note-taking, narratives, interviews, etc.

Quantitative Data:

Quantitative data is statistical information, numerical data, percentages, that data can be counted.

Technical Assistance:

Technical Assistance is District assistance to a site as well as the statewide system of support for Title I Program Improvement schools and local educational agencies.

Supplemental Educational Services: (SES)

Supplemental educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day. Services are to be high quality, research-based and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools and (1) not meeting State Board of Education content standards in reading and math and (2) from low-income families.

AYP: Adequate Yearly Progress:

The Academic Performance Index (API) is the cornerstone of California's Public Schools Accountability Act of 1999 (PSAA). The purpose of the API is to measure the academic performance and growth of schools. It is a numeric index (or scale) that ranges from a low of 200 to a high of 1000. A school's score on the API is an indicator of a school's performance level. The statewide API performance target for all schools is 800. A school's growth is measured by how well it is moving toward or past that goal. A school's base year API is subtracted from its growth API to determine how much the school improved in a year.

AMO's: Annual Measurable Objectives:

To make AYP a school must demonstrate that a minimum percentage of students score proficient or above on a Standards Based Assessment in English Language Arts and Mathematics. These percentages are called Annual Measurable Objectives (AMO's). The annual percentages must be met or the schools that

receive Title I funding will be considered for Program Improvement Status. This includes the school as a whole and all significant subgroups.

Program Improvement:

(From www.cde.ca.gov – Testing and Accountability)

A Title I School wide Program (SWP) school will be identified for Program Improvement when, for each of two consecutive years, the Title I SWP school does not make AYP in the same content area (English-language arts or mathematics) school wide or for any numerically significant subgroup, or on the same indicator (Academic Performance Index or high school graduation rate) school wide.

A Title I Local Educational Agency (LEA) will be identified for Program Improvement when, for each of two consecutive years, the Title I LEA does not make AYP and does not make the LEA-wide Academic Performance Index threshold for the socioeconomically disadvantaged student subgroup.

Entering Program Improvement:

A school or LEA that does not meet specific indicators described above for two consecutive years will enter Program Improvement.

Advancing in Program Improvement:

A school that was in Program Improvement the previous year and does not meet the specific indicators described above for the new year, will advance to the next level of Program Improvement and will be required to implement the applicable NCLB requirements.

Maintaining Program Improvement Status:

A school that was in Program Improvement during the previous year and meets the specific indicators described above the next year, will not advance in Program Improvement, but will maintain the same Program Improvement status for the new year. This school will be required to continue implementing the applicable NCLB requirements.

Exiting from Program Improvement:

A school in Program Improvement that meets the specific indicators described above for two consecutive years will exit from Program Improvement that next year. An LEA may exit Program Improvement if it meets AYP for two consecutive years.

NCLB Program Improvement (PI) School Requirements

Appendix 3

Number of Years School Does Not Make Adequate Yearly Progress (AYP)

One	Two	Three Year 1	Four Year 2	Five Year 3	Six Year 4	Seven Year 5
		<p><u>Local Educational Agency (LEA):</u></p> <ul style="list-style-type: none"> • Provides technical assistance to PI school • Notifies parents of PI status of school and school choice • Sets aside minimum 5% for professional development to meet highly qualified staff requirements • Provides choice to attend another public school in the LEA that is not PI (LEA is responsible for transportation costs.) • Establishes peer review process to review revised school plan <p><u>School:</u></p> <ul style="list-style-type: none"> • Revises school plan within 3 months to cover 2-year period • Uses 10% of Title I school funds for staff professional development • Implements plan promptly 	<p><u>Lea continues:</u></p> <ul style="list-style-type: none"> • Technical assistance • Parent notification of PI status of school, school choice, supplemental services • Professional development • School choice <p><u>LEA adds:</u></p> <ul style="list-style-type: none"> • Supplemental educational services to all eligible students <p><u>School continues:</u></p> <ul style="list-style-type: none"> • Plan implementation • Professional development 	<p><u>LEA continues:</u></p> <ul style="list-style-type: none"> • Technical assistance • Parent notification of PI status of school, school choice, supplemental services • Professional development • School choice • Supplemental services <p><u>LEA adds:</u></p> <p>LEA identifies school for corrective action and does at least <u>one</u> of the following:</p> <ul style="list-style-type: none"> • Replaces school staff • Implements new curriculum • Decreases management authority at school level • Appoints outside expert • Extends school year or day • Restructures internal organizational structure of school <p>LEA informs parents and public of corrective action and allows comment. LEAs may provide direct technical assistance to school site councils in developing school plans.</p> <p><u>School continues:</u></p> <ul style="list-style-type: none"> • Professional development • Collaboration with district to improve student achievement 	<p><u>LEA continues:</u></p> <ul style="list-style-type: none"> • Technical assistance • Parent notification of PI status of school, school choice, supplemental services • Professional development • School choice • Supplemental services <p><u>LEA and School add:</u></p> <p>During Year 4, prepare plan for alternative governance of school. Select <u>one</u> of the following:</p> <ul style="list-style-type: none"> • Reopen school as a charter • Replace all or most staff including principal • Contract with outside entity to manage school • State takeover • Any other major restructuring <p>LEA provides notice to parents and teachers and allows comment.</p> <p><u>School continues:</u></p> <ul style="list-style-type: none"> • Professional development • Collaboration with district to improve student achievement 	<p><u>LEA continues:</u></p> <ul style="list-style-type: none"> • Technical assistance • Parent notification of PI status of school, school choice, supplemental services • Professional development • School choice • Supplemental services <p><u>LEA and School add:</u></p> <ul style="list-style-type: none"> • Implement alternative governance plan developed in Year 4 <p><i>School continues in PI, and LEA offers choice and supplemental services until school makes AYP for two consecutive years. School exits PI after two consecutive years of making AYP.</i></p>

Number of Years LEA Did Not Make Adequate Yearly Progresso (AYP) and Did Not Meet API Threshold for Socioeconomically Disadvantaged Subgroup

One	Two	Three	Four	Five
		Planning	Plan Implementation	Corrective Action
		Year 1	Year 2	Year 3
<p>Did not make AYP <u>and</u> had an LEA-wide API of less than 560* for socioeconomically disadvantaged subgroup (2002-03)</p>	<p>Did not make AYP <u>and</u> had an LEA-wide API of less than 560* for socioeconomically disadvantaged subgroup (2003-04)</p>	<p><u>SEA</u></p> <ul style="list-style-type: none"> ◆ Disseminate PI results with assistance of LEA to general public ◆ Provide or arrange for technical assistance to LEA <p><u>LEA</u></p> <ul style="list-style-type: none"> ◆ Notify parents, with SEA assistance, of: <ul style="list-style-type: none"> - The identification of LEA as PI - Reasons for PI identification - How they can get involved in improving LEA - Actions the SEA will take to improve the LEA ◆ Revise/develop LEA Plan within 3 months of identification ◆ Consult with parents, school staff and others in development of plan ◆ Implement plan immediately in current school year following plan development ◆ Reserve not less than 10% of its Title I, Part A funds for high-quality professional development 	<p><u>SEA</u> Continue:</p> <ul style="list-style-type: none"> ◆ Technical assistance to LEA <p><u>LEA</u> Continue:</p> <ul style="list-style-type: none"> ◆ Implement plan from Year 1 	<p><u>SEA</u> Continue:</p> <ul style="list-style-type: none"> ◆ Technical assistance to LEA ◆ Notify parents/public of corrective action taken by SEA <p>Add:</p> <ul style="list-style-type: none"> ◆ Provide public hearing to LEA within 45 days following notice of corrective action ◆ May take corrective action at any time during improvement process, if necessary, but <u>must</u> take action during Year 3 ◆ Take at least <u>one</u> corrective action: <ul style="list-style-type: none"> ○ Defer programmatic funds or reduce administrative funds ○ Institute new curriculum and professional development for staff ○ Replace LEA staff ○ Remove individual schools from jurisdiction of LEA and arrange for governance ○ Appoint trustee in place of superintendent and school board ○ Abolish or restructure LEA <p>In conjunction with one of the above, SEA may authorize student transfers to a school not in PI in another LEA, with paid transportation.</p>

*API threshold will increase to 590 in 2004-05, 620 in 2007-08 and by 30 units annually thereafter until reaching 800 in 2013-14.

APPENDIX B
Beginning 2003-04
 (Rev. 8/05)

ROLE AND RECOMPENSE

The joint District/Union Role and Recompense Committee realize that role and recompense could never adequately compensate unit members for their efforts expended on behalf of the total educational program.

Therefore, Appendix B is for extra responsibility and work during non-duty hours.

Funds for each position are restricted to that position but can be changed through the waiver process outlined in 12.12.2.

The value of a Role and Recompense Unit for the term of this Agreement, pursuant to section 12.12.1, shall be as follows respectively by fiscal year:

2003-04	\$364
2004-05	\$378
2005-06	\$390
2006-07	\$398

Unit members shall receive Role and Recompense as follows:

1.0	High School Departmental Positions	UNIT
	1.1 Department Chairperson	
	Those Department Chairs who have responsibility for:	
	8-20 sections shall receive	5
	21-40 sections shall receive	5.5
	41+ sections shall receive	6
	1.2 Chairperson of two or more Departments	
	Chairperson of two or more Departments who have responsibility for:	
	8-20 sections shall receive	6.76
	21-40 sections shall receive	7.37
	40+ sections shall receive	7.98
2.0	Athletic Directors x 2 (Boys, Girls)	10
3.0	Activities Coordinator	18
4.0	Special Education and Support Staff	
	4.1 Psychologists	5.450
	Program Specialists	4.930

5.0	District Art Curator	4
	5.1 The Superintendent shall appoint from among the certificated staff of the District an Art Collection Curator who will be responsible for the care and maintenance of the collection.	
6.0	Safety Coordinator	2.2
	6.1 Recompense will be assigned to that person or in the case of a split assignment those persons selected at each school site to fulfill the requirements of Article 5.6.	
7.0	Middle and Intermediate School Subject Coordinators	4.4
	Those who have responsibility for these subjects shall be compensated: Language Arts, Mathematics, Science, Social Science, Physical Education, Electives, Special Ed. CORE (CWT – 6 th grade only)	
	7.1 Renaissance Coordinator (7/8)	4.0
	7.2 Yearbook Advisor (7/8)	4.0
8.0	Technology Coordinator	2.2
9.0	Staff Development Coordinator	2.2
10.0	Middle School Testing Coordinator including one stipend for Back Bay/Monte Vista and one stipend for Middle College High School (6 sites)	4
	High School Testing Coordinator (4 sites)	6
11.0	Secondary GATE Coordinator: (1 unit all levels) includes 10 stipends: 4-HS, 4-MS, 1-BB/MV, 1-MCHS	1
12.0	Senior Project:4-High School	3
	2-Alt HS (MCHS, BB/MV)	2

APPENDIX B1
Beginning 2003-04
 (Rev. 8/05)

ROLE AND RECOMPENSE

Role and Recompense compensates unit members for their efforts expended on behalf of the total educational program **primarily outside** of the confines of the “regular” school day.

Funds for each position are restricted to that position but can be changed through the waiver process outlined in section 12.12.2.

The value of a Role and Recompense Unit for the term of this Agreement, pursuant to section 12.12.1, shall be as follows respectively by fiscal year:

2003-04	\$364
2004-05	\$378
2005-06	\$390
2006-07	\$398

Unit members shall receive Role and Recompense as follows:

1.0 High School Performance and Production Groups

High school positions that meet the following qualifying levels shall receive recompense as stated:

<u>ROLE</u>	<u>QUALIFYING LEVEL</u>	<u>UNIT</u>
Instrumental Music	Performance at football games and public concerts (given beyond the hours of the regular duty day), or alternate combination of events which equals a total of fifteen (15) public performances as approved or required by the immediate supervisor. The immediate supervisor may not require more than fifteen (15) performances.	7
Concert and Festival-Winter Season	A minimum of two (2) separate concert performances outside of regular school hours and participation in four (4) separate festivals.	6
Parade and Competition-Spring Season	Must participate in a minimum of four separate competitions.	4

Choral or Vocal Music	Fifteen (15) public performances (given beyond the hours of the regular day) as approved or required by the immediate supervisor. The immediate supervisor may not require more than fifteen (15) performances.	6
Drama	One (1) major production, involving at least three (3) performances, two (2) of which are evening performances. One (1) additional major production, meeting the above criteria, will receive a second stipend of the same value. A unit member will not receive compensation for more than two (2) major productions per year at this stipend level.	7
	The unit member will receive an additional stipend for either a third major production meeting the above criteria, or participation in at least three (3) festivals involving a minimum of ten (10) competing students per festival.	4
Drill Team or Flag Auxiliary	Performance at each home football game and performances required by the instrumental music teacher.	5
Drill Team (summer)	Summer Camp	1.5
Forensics	Nine (9) speech and/or debate contests.	5
Journalism	Publish minimum of five (5) issues of the school paper.	6
Stage Craft or Technical Theater	One (1) major production, involving at least three (3) performances, two of which are evening performances. One additional major production, meeting the above criteria, will receive a second stipend of the same value. A unit member will not receive compensation for more than two (2) major productions per year at this stipend level.	5
	The unit member will receive an additional stipend for a third major production meeting the above criteria.	4
Yearbook	Publish the yearbook (annual).	6

Pep Squad Advisor	Supervise performances at nine (9) football games, all home basketball games, and after-school practices to prepare for these games.	6
	Cheer Camp (summer program)	1.5
Dance	Performances as required for Dance/Drama productions.	4
Academic Decathlon Advisor	Recompense will be assigned to those high school advisors who provide sufficient before/after school practice and training to prepare students to compete in regional/state competition(s).	5
Youth and Government Advisor	Recompense will be assigned to the high school advisors who provide sufficient before/after school practice and training to prepare students to participate in regional/state activities. The advisor will enter and accompany students to activities.	10
Secondary School Librarians		6

APPENDIX B2
Beginning 2003-04
 (Rev. 8/05)

ROLE AND RECOMPENSE

Role and Recompense compensates unit members for their efforts expended on behalf of the total educational program **primarily outside** of the confines of the “regular” school day.

Funds for each position are restricted to that position but can be changed through the waiver process outlined in section 12.12.2.

The value of a Role and Recompense Unit for the term of this Agreement, pursuant to section 12.12.1, shall be as follows respectively by fiscal year:

2003-04	\$364
2004-05	\$378
2005-06	\$390
2006-07	\$398

Unit members shall receive Role and Recompense as follows:

1.0 CIF Athletics (Comprehensive High Schools)

	<u>UNIT</u>
1.1 Athletic Trainer x 2 (Boys, Girls)	8
Baseball Head Coach-Varsity	7
Baseball Coach-Jr. Varsity	5
Baseball Coach-Frosh/Soph	4
Basketball Head Coach-Varsity (Boys)	8
Basketball Coach-Jr. Varsity (Boys)	5
Basketball Coach-Soph (Boys)	4
Basketball Coach-Frosh (Boys)	4
Basketball Head Coach-Varsity (Girls)	8
Basketball Coach-Jr. Varsity (Girl)	5
Basketball Coach-Frosh/Soph (Girls)	4
Cross Country Head Coach-Varsity	7
Cross Country Coach-Jr. Varsity	5
Field Hockey Coach-Varsity	7
Football Head Coach-Varsity	9
Football Asst. Coach-Varsity x4	7
Football Head Coach-Soph	5
Football Head Coach-Frosh	5
Football Asst. Coach-Soph	5

Football Asst. Coach-Frosh	4
Golf Head Coach x 2 (B,G)	7
Golf Coach-Jr. Varsity x 2 (B,G)	5
Soccer Head Coach x 2 (B,G)	7
Soccer Coach-Jr. Varsity x 2 (B,G)	5
Soccer Coach-Frosh/Soph x 2 (B,G)	4
Softball Head Coach-Varsity	7
Softball Coach-Jr. Varsity	5
Swim Head Coach-Varsity x 2 (B,G)	7
Swim Coach-Jr. Varsity x 2 (B,G)	5
Swim Coach-Frosh/Soph x 2 (B,G)	4
Tennis Head Coach-Varsity x 2 (B,G)	7
Tennis Coach-Jr. Varsity x 2 (B,G)	5
Tennis Coach-Frosh/Soph (Girls)	4
Track Head Coach-Varsity x 2 (B,G)	7
Track Coach-Jr. Varsity x 2 (B,G)	5
Track Coach-Frosh/Soph x 2 (B,G)	4
Volleyball Coach-Varsity x 2 (B,G)	7
Volleyball Coach-Jr. Varsity x 2 (B,G)	5
Volleyball coach-Frosh/Soph x2 (B,G)	4
Water Polo Head Coach-Varsity x 2 (B,G)	7
Water Polo Coach-Jr. Varsity x 2 (B,G)	5
Water Polo Coach-Frosh/Soph	
Wrestling Head Coach-Varsity	7
Wrestling Coach-Jr. Varsity	4
Wrestling Coach-Frosh/Soph	

Full-time unit members who coach two (2) or more sports

1.2 CIF Playoffs and Post-Season Competition

1.2.1 CIF Playoffs/Post Season Competition

For each week in which an entire team participates in CIF Playoff competition team sports, the head coach and the number of varsity assistants established by role and recompense positions will receive an additional amount which is equal to the stipend assigned to their position, divided by the number of weeks in the regular season of the sport.

1.2.2 For each week in which individual athletes compete, the head coach will receive that amount which is equal to one-half (1/2) of the amount assigned to that sport, divided by the number of

weeks in that sport.

1.2.3 Athletic Trainer

The athletic Trainer's recompense is for service during the entire year. The CIF has organized sports in three (3) seasons, which are approximately equal. The recompense for CIF Playoff activities for each week Athletic Trainer is involved with a team or individuals shall be determined by using one-third (1/3) of the annual recompense divided by the number of weeks in the regular season of the sport.

1.2.4 Band participation of CIF Playoffs will be compensated by the same formula applied to team participation. These performances must be beyond the fifteen (15) required performances for regular compensation as stated in the qualifying level. The instructor of record must be the director at these functions.

1.2.5 Pep Squad participation will be compensated by the same condition in 1.2.4

APPENDIX B3
Beginning 2003-04
 (Rev. 8/05)

ROLE AND RECOMPENSE

The joint District/Union Role and Recompense Committee realizes that role and recompense could never adequately compensate unit members for their efforts expended on behalf of the total educational program.

Therefore, Appendix B3 is for extra responsibility and work primarily outside of the confines of the “regular” day.

The value of a Role and Recompense Unit for the term of this Agreement, pursuant to section 12.12.1, shall be as follows respectively by fiscal year:

2003-04	\$364
2004-05	\$378
2005-06	\$390
2006-07	\$398

Unit members shall receive Role and Recompense as follows:

1.0 Intermediate School Athletics

	<u>UNIT</u>
1.1 Activities Director	8
Athletic Coordinator	2.5
1.2 Athletics	
Basketball-7 th Grade Boys	2.5
Basketball-8 th Grade Boys	2.5
Basketball-5'4" and Under Boys	2.5
Basketball-7 th Grade Girls	2.5
Basketball-8 th Grade Girls	2.5
Basketball-5'2" and Under Girls	2.5
Soccer – 7 th Grade Boys	2.5
Soccer – 8 th Grade Boys	2.5
Softball-7 th Grade Girls (Soccer-2002-03)	2.5
Softball-8 th Grade Girls (Soccer-2002-03)	2.5
Track and Field-7 th Grade Boys	2.5
Track and Field-8 th Grade Boys	2.5
Track and Field-5'4" and Under Boys	2.5
Track and Field-7 th Grade Girls	2.5

	Track and Field-8 th Grade Girls	2.5
	Track and Field-5'2" and Under Girls	2.5
	Volleyball-7 th Grade Boys	2.5
	Volleyball-8 th Grade Boys	2.5
	Volleyball-7 th Grade Girls	2.5
	Volleyball-8 th Grade Girls	2.5
	Intramurals-Boys	2.5
	Intramurals-Girls	2.5
1.3	One coach may not be paid for coaching more than one and one-half teams of the same sport during any one sports season. However, two coaches who share coaching duties for three teams shall each receive recompense for one and one-half teams	
1.4	Full-time unit members who coach two (2) or more sports (additional stipend)	\$782

APPENDIX B4
Beginning 2003-04
 (Rev. 8/05)

ROLE AND RECOMPENSE

1.0 Flexibility Margins

1.1 Funds allocated for flexibility margins. Please see section 12.12 for further explanation.

1.1.1 Flexibility margins will be assigned as follows:

	UNIT
High Schools x4 each school	3
Alt HS sites x2 each school	3
Mid/Inter Sch x2 each school	3
(CWT-6 th Grade only)	7
Elementary Schools: Per enrollment at the end of the first school month multiplied by \$4.00. (Example: school of 600 x \$4.00 = \$2400) Allocation of flexibility margins at each site to be determined with staff involvement. Please see section 12.11.5 for more information.	

1.1.2 High Schools with enrollment over 2000 will receive 3.5 additional units. 3

Elementary Schools with enrollment over 700 will receive an additional \$5.50 per ADA. (See note above)

APPENDIX B5
Beginning 2003-04
 (Rev. 8/05)

ROLE AND RECOMPENSE

The joint District/Union Role and Recompense Committee realize that role and recompense could never adequately compensate unit members for their efforts expended on behalf of the total educational program.

Therefore, Appendix B5 is for extra responsibility and work during non-duty hours.

Funds for each position are restricted to that position and can be transferred according to Section 12.12.2.

The value of a Role and Recompense Unit for the term of this Agreement, pursuant to section 12.12.1, shall be as follows respectively by fiscal year:

2003-04	\$364
2004-05	\$378
2005-06	\$390
2006-07	\$398

Unit members shall receive Role and Recompense as follows:

1.0		UNIT
	Elementary School Teachers	
	Grade Level Chair for grades	
	K, 1 st , 2 nd , 3 rd , 4 th , 5 th , 6 th	.5
	See section 12.12.2.1.1 for further explanation	
	School Site Council	.5
	Safety Coordinator	2.2
	Staff Development Coordinator	2.2
	Student Council Advisor	1.5
	Technology Coordinator	2.2
	GATE Coordinator	.5
	Fine Arts Productions	1
	Test Coordinator:	
	K-3 Schools	1
	K-5/6 Schools	2
	SST Coordinator	2
	504 Coordinator	2

Outdoor School/Science	1
Sites shall be limited to a maximum of four (4) times the number of fifth and sixth grade sections.	
PTA Representative	.5
Yearbook	1
Character Education	1
Science Fair	.5
Lead Teacher	2

Newport-Mesa Unified School District

2005-06 Teacher Salary Schedule

186 days

	Column 1	Column A	Column B	Column C	Column D
				BA + 60	BA + 75
Steps		BA+30	BA+45	or Masters	and Masters
1	\$37,134	\$40,104	\$43,112	\$44,837	\$46,630
2	\$38,619	\$41,708	\$44,837	\$46,630	\$48,495
3	\$40,164	\$43,377	\$46,630	\$48,495	\$50,435
4	\$41,770	\$45,112	\$48,495	\$50,435	\$52,452
5	\$43,441	\$46,916	\$50,435	\$52,452	\$54,551
6		\$48,793	\$52,452	\$54,551	\$56,733
7		\$50,745	\$54,551	\$56,733	\$59,002
8		\$52,774	\$56,733	\$59,002	\$61,362
9		\$54,885	\$59,002	\$61,362	\$63,816
10		\$57,081	\$61,362	\$63,816	\$66,369
11			\$63,816	\$66,369	\$69,024
12 to 15			\$66,369	\$69,024	\$71,785
16 to 19				\$71,785	\$74,656
20 to 23				\$74,656	\$77,642
24 to 27				\$77,642	\$80,748
28+					\$83,978

Newport-Mesa Unified School District

2005-06 Language, Speech, and Hearing Salary Schedule

186 days + \$ 2,500 stipend

	Column 1	Column A	Column B	Column C	Column D
				BA + 60	BA + 75
Steps		BA+30	BA+45	or Masters	and Masters
1	\$39,634	\$42,604	\$45,612	\$47,337	\$49,130
2	\$41,119	\$44,208	\$47,337	\$49,130	\$50,995
3	\$42,664	\$45,877	\$49,130	\$50,995	\$52,935
4	\$44,270	\$47,612	\$50,995	\$52,935	\$54,952
5	\$45,941	\$49,416	\$52,935	\$54,952	\$57,051
6		\$51,293	\$54,952	\$57,051	\$59,233
7		\$53,245	\$57,051	\$59,233	\$61,502
8		\$55,274	\$59,233	\$61,502	\$63,862
9		\$57,385	\$61,502	\$63,862	\$66,316
10		\$59,581	\$63,862	\$66,316	\$68,869
11			\$66,316	\$68,869	\$71,524
12 to 15			\$68,869	\$71,524	\$74,285
16 to 19				\$74,285	\$77,156
20 to 23				\$77,156	\$80,142
24 to 27				\$80,142	\$83,248
28+					\$86,478

Newport-Mesa Unified School District

2005-06 Nurses Salary Schedule

191 days

	Column 1	Column A	Column B	Column C	Column D
				BA + 60	BA + 75
Steps		BA+30	BA+45	or Masters	and Masters
1	\$38,132	\$41,182	\$44,271	\$46,042	\$47,884
2	\$39,657	\$42,830	\$46,042	\$47,884	\$49,799
3	\$41,243	\$44,543	\$47,884	\$49,799	\$51,791
4	\$42,893	\$46,325	\$49,799	\$51,791	\$53,862
5	\$44,609	\$48,178	\$51,791	\$53,862	\$56,017
6		\$50,105	\$53,862	\$56,017	\$58,258
7		\$52,109	\$56,017	\$58,258	\$60,588
8		\$54,193	\$58,258	\$60,588	\$63,011
9		\$56,361	\$60,588	\$63,011	\$65,532
10		\$58,615	\$63,011	\$65,532	\$68,153
11			\$65,532	\$68,153	\$70,879
12 to 15			\$68,153	\$70,879	\$73,715
16 to 19				\$73,715	\$76,663
20 to 23				\$76,663	\$79,730
24 to 27				\$79,730	\$82,919
28+					\$86,236

Newport-Mesa Unified School District

2005-06 Psychologist Salary Schedule

191 days p \$ 4,262 stipend C/1 tied to C/7 on Teacher Skd

				Column C	Column D
				BA + 60	BA + 75
Steps				or Masters	and Masters
1				\$62,113	\$64,427
2				\$63,559	\$65,931
3				\$65,041	\$67,472
4				\$66,561	\$69,053
5				\$68,118	\$70,672
6				\$69,715	\$72,333
7				\$71,351	\$74,034
8				\$73,028	\$75,779
9				\$74,747	\$77,567
10				\$76,509	\$79,399
11				\$78,316	\$81,278
12 to 15				\$80,167	\$83,203
16 to 19				\$82,065	\$85,177
20 to 23				\$84,010	\$87,200
24 to 27				\$86,003	\$89,273
28+					\$91,398

Newport-Mesa Unified School District

2005-06 Secondary Counselors Salary Schedule

196 days

	Column 1	Column A	Column B	Column C	Column D
				BA + 60	BA + 75

Steps		BA+30	BA+45	or Masters	and Masters
1	\$39,130	\$42,260	\$45,430	\$47,247	\$49,137
2	\$40,695	\$43,951	\$47,247	\$49,137	\$51,103
3	\$42,323	\$45,709	\$49,137	\$51,103	\$53,147
4	\$44,016	\$47,537	\$51,103	\$53,147	\$55,272
5	\$45,777	\$49,439	\$53,147	\$55,272	\$57,483
6		\$51,416	\$55,272	\$57,483	\$59,783
7		\$53,473	\$57,483	\$59,783	\$62,174
8		\$55,612	\$59,783	\$62,174	\$64,661
9		\$57,836	\$62,174	\$64,661	\$67,247
10		\$60,150	\$64,661	\$67,247	\$69,937
11			\$67,247	\$69,937	\$72,735
12 to 15			\$69,937	\$72,735	\$75,644
16 to 19				\$75,644	\$78,670
20 to 23				\$78,670	\$81,817
24 to 27				\$81,817	\$85,089
28+					\$88,493