CONTRACT

BETWEEN

THE GOVERNING BOARD
of the
NOVATO UNIFIED SCHOOL DISTRICT

AND

THE NOVATO FEDERATION OF TEACHERS
LOCAL 1986, CFT/AFT/AFL-CIO

TERM

July 1, 2009 ~ June 30, 2012

Novato, California

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NOVATO UNIFIED SCHOOL DISTRICT

This Contract, hereinafter referred to as the *"CONTRACT*", entered into this first day of July, 2009, by and between the Novato Unified School District, hereinafter referred to as the *"DISTRICT*", and the Novato Federation of Teachers/CFT/AFT, Local 1986, CFT/AFT; AFL/CIO, hereinafter referred to as the *"FEDERATION*".

The term "*CONTRACT*" as used herein means the written Contract provided under Section 3540.l (h) of the Government Code.

ARTICLE 1. RECOGNITION

l:1 The Board of Trustees of the Novato Unified School District recognizes the Federation as the exclusive bargaining representative of all employees of the bargaining unit.

l:2 The Federation will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

ARTICLE 2. DISTRICT RIGHTS

2:1 All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Contract.

ARTICLE 3. EMPLOYEE RIGHTS/FEDERATION RIGHTS

3:1 Employee Rights

3:1.1 Employees shall have the right to become members of and participate in legitimate activities of employee organizations.

3:l.2 Representatives of the Federation and the District, at the request of either party, shall meet for the purposes of discussing matters relating to the implementation of this Contract.

3:l.3 The Federation or the District will meet and confer on matters outside the contract as follows:

3:1.3a The definition of educational objectives;

3:1.3b The determination of the content of course and curriculum;

3:1.3c The selection of textbooks.

3:l.4 The existing Board Policy Section 4000 for certificated employees on items not included in this Contract shall not be proposed for change without thirty (30) days written notice to the Federation. During the thirty days, if requested by the Federation, the parties shall consult on the proposed changes.

3:l.5 Public Charges

3:l.5a Except for sexual harassment, specific complaints regarding a unit member should be directed verbally or in writing first to the employee involved. If the complaint is lodged with a supervisor or the Superintendent, it shall be brought to the attention of the employee as soon as possible but no later than the close of the next day the employee reports for work. The sole exception to this would be in circumstances where the complainant alleges that a serious violation of the law or sexual harassment has occurred.

3:1.5b Complaints shall be considered confidential. Confidentiality means the information shall be limited to the Board of Trustees, Superintendent, supervisor, or other employees or agents acting in an official capacity as District representatives.

3:l.5c The employee shall be given a reasonable opportunity to consult with a representative and respond to the complaint before any action is taken by the supervisor or any other administrator except in cases otherwise provided for in law.

3:l.5d If the complaint is not resolved directly with the staff member, it may be appealed to the employee's supervisor, e.g., the principal. If the complaint cannot be resolved verbally, it shall be filed in writing with the employee's supervisor.

3:l.5e A conference shall be held between the supervisor and employee if requested in writing by the employee. The complainant shall be invited to attend. If no resolution is achieved at this level, the written complaint shall be forwarded to the Superintendent with a copy to the employee and employee's supervisor. If the decision of the Superintendent is not mutually agreeable, the complainant, the employee, or the Superintendent may request a closed hearing before the Board. If the complaint is terminated at any level by mutual agreement, all written documentation shall be destroyed pursuant to Title V of the California Administrative Code.

3:l.5f No hearing will be held by the Board on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain the following:

l) Name of the employee(s) involved;

2) A brief summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Board and the employee(s) as to the precise nature of the complaint and to allow the employee(s) to prepare a defense;

3) The original signed complaint:

4) A summary of the action taken by the Superintendent in connection with the complaint, with specific reasons why the disposition of the case at the Superintendent's level has not been possible.

3:1.5g All principal parties involved shall be provided an opportunity to meet with the Board in closed session to allow discussion and clarification of the issues. The employee and/or a representative shall be permitted to attend and participate.

3:l.5h If the complaint is sustained by the Board, the Board may direct that all written documentation which is substantiated become a part of the employee's file pursuant to Education Code Section 4403l and that other appropriate action may be taken.

3:l.5i If the complaint is not sustained by the Board, the Board shall direct that all written documentation relating to the complaint be destroyed pursuant to Title V of the California Administrative Code. The decision of the Board following the meeting shall be final in terms of administrative remedies at the District level.

3:l.6 Fair Practices

The District and the Federation shall not unlawfully discriminate against any member of the bargaining unit or management on the basis of race, color, creed, gender, age, ethnic background, physical handicap, marital status, political beliefs, sexual

orientation, membership or non-membership in any employee organization with respect to implementing the provisions of this Agreement.

Should legislation be passed, or a court of competent jurisdiction hold that discrimination is unlawful for reasons other than those included herein, those reasons shall be incorporated into this Article.

3:2 Employee Rights/Federation Rights

3:2.1 Organizational Security / Agency Fee / Service Fee shall be implemented pursuant to Government code sections 3540.1 (i) and 3546 ("Rodda Act").

3:2.2 The Federation shall indemnify, defend, and hold the District harmless from any claims made of any nature and against any lawsuit instituted against the District arising from its deduction for the dues, insurance, or benefit programs of the Federation.

3:2.3 Other Deductions

Deduction for tax-sheltered annuities, credit unions, group life insurance, and group long-term disability insurance shall be made by the District upon submission of appropriate written authorization. Policies shall be instituted or deleted only with the agreement of the Federation and District.

3:2.4 Use of Facilities

3:2.4a The Federation shall have the right to hold meetings in school facilities upon request to the District.

3:2.4b The Federation shall have the right to hold meetings with a local school faculty as long as it does not interfere with any assigned duties or activities. These meetings may be held at lunchtime or after school hours.

3:2.4c The Federation shall have the right to use the mail system, mailboxes and/or e-mail for the purpose of communicating with teachers.

3:2.4d The Federation shall have the right to a bulletin board for the purpose of posting notices and bulletins regarding the business or activities of the Federation.

3:2.5 Release Time for Negotiations

A reasonable number of representatives of the Federation shall have the right to receive reasonable periods of release time without loss of compensation for table negotiations with the Board's representative.

3:2.6 The District Superintendent or designee and the President of the Federation shall meet on a regularly scheduled basis to discuss items of mutual concern.

3:2.7 Leave to Serve as Federation Officer

The District will grant to any elected Federation officer, upon request, a leave of absence without loss of pay, to enable the employee to fulfill his/her Federation responsibilities. Following the District's payment of the employee for the leave, the District shall be reimbursed by the NFT on the basis of Class/column III, step 3 of the salary schedule, and benefits, if any, for all compensation paid to a teacher hired to replace the employee, within 10 days of the District's request.

3:2.8 The Federation shall supply the District with a list of bargaining unit members designated as building representatives. The District shall recognize the individuals as official representatives of the Federation at their school sites.

ARTICLE 4. PERSONNEL FILES

4:l The District shall maintain a personnel file for each member of the unit at the District Office. This shall be the District's official personnel file for each member of the unit. The file shall be an official repository for materials which affect the status of employment of the unit member. Contents of the personnel file shall be maintained in a confidential manner.

4:2 The personnel file of an employee shall be made available for review by the employee except for confidential material obtained for the purposes of initial employment. If desired, the employee may be accompanied by a representative while conducting this review or the employee may authorize the representative, in writing, to review the materials independently. The examination shall be made in the presence of the Director or designee.

4:3 An employee shall have the right to inspect his/her personnel file upon request. The request must be made at a time when the employee is not actually required to render service to the District in all cases except those detailed in Section 4:5.

4:4 Anonymous material shall not be placed in the personnel file.

4:5 Information of a derogatory nature, except material obtained for the purposes of initial employment, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon within ten (10) working days. An employee shall have the right to enter, and have attached to any derogatory material placed in the file, his/her own comments thereon. Such review shall take place during normal school hours, and the employee shall be released from duty for this purpose without loss of pay. The employee may request a review of the material with the Director or designee prior to writing his/her comments.

4:5.l Upon a unit member's written request, information of a derogatory nature may be removed from the official personnel file and placed in a separate file after the statutory period of time permitting use of such information has elapsed.

4:5.2 Such information in a separate file shall only be removed by a court or administrative law judge's order or upon the written request of the employee.

4:6 Information of a positive nature may be placed in an employee's file, such as indications of special competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Material of a similar nature received from responsible outside sources may also be included in an employee's file. Copies of such material shall be given to an employee even if not entered in the file.

ARTICLE 5. GRIEVANCE PROCEDURES

5:l Definitions

5:l.l A "Grievance" is an allegation that the grievant has been directly and adversely affected by a violation of the specific provisions of this Contract.

5:l.2 A "Grievant" may be an employee, the Federation, or the Federation on behalf of an employee, provided, however, that a grievance involving an employee's rights shall not be filed unless there is an employee whose rights have allegedly been aggrieved.

5:l.3 A "Day" shall indicate a regular workday for the District Office.

5:1.4 Timelines may be waived with the agreement of both parties.

5:1.5 "Limitations": actions to challenge or change the general policies of the District as set forth in the rules and regulations, or the administrative regulations must be taken under separate process. Other employer-employee matters for which specific methods of review are prescribed by law are not within the scope of this procedure.

5:2 Level I

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within fifteen (l5) days after the occurrence of the act or omission giving rise to the grievance. Failure to file a formal grievance within the specified time limits invalidates the grievance.

5:3 Level II

5:3.l Within fifteen (l5) days after the conference called for in Level I, the grievant must present the grievance, in writing, on the form prescribed by the District, to the immediate supervisor.

5:3.2 This statement shall be a clear, concise statement of the grievance, the specific section of the Contract allegedly violated, the circumstances involved, the decision at the informal conference, and the specific remedy sought.

5:3.3 The immediate supervisor shall communicate the decision in writing to the grievant and the Federation within fifteen (l5) days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

ARTICLE 5. GRIEVANCE PROCEDURES (continued)

5:4 Level III

5:4.l In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed by the District to the Superintendent or designee, within ten (l0) days after receiving a decision from Level II.

5:4.2 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal.

5:4.3 The Superintendent or designee shall communicate the decision in writing to the grievant and the Federation within fifteen (l5) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

5:5 Level IV and/or Level V

5:5.l In the event the grievant is not satisfied with the decision at Level III, the grievant may, within ten (l0) days after the receipt of the decision from the Superintendent/designee, request in writing to the Federation (copy to Superintendent/designee) that the Federation appeal the Level III decision. The Federation, by written notice to the Superintendent within ten (10) days of receipt of the request from the grievant or within twenty (20) days of the date that the Level III decision was announced, may submit the grievance to either mediation or final and binding arbitration or may determine not to appeal the grievance any further.

5:5.2 Level IV – Voluntary Mediation

5:5.2a If the Federation opts for the mediation step, the District must concur for the matter to be submitted to mediation. If there is concurrence to invoke mediation, the parties shall request the services of a mediator from the State Mediation/Conciliation Service (SMCS). In the event that SMCS is unable to provide the services of a mediator, the parties shall meet to select a mutually agreeable mediator from a list provided by SMCS, the cost of which, if any, shall be borne equally by the parties.

5:5.2b The mediator shall attempt to resolve the grievance by exploring settlement options with the parties. The grievant's position shall be represented by the Federation. In the event that the parties are unable to reach an agreement through mediation, the Federation may submit the matter to Level V – Final and Binding Arbitration.

5:5.3 Level V – Arbitration

5:5.3a In the event the Federation and the District did not concur on utilizing Level IV, the Federation may submit the grievance to arbitration within ten

(10) days of the District's notice to the Federation that it does not concur in the request for mediation. If the parties were unable to reach resolution at Level IV, the Federation may submit the grievance to arbitration within ten (10) days following the final mediation session. If Level IV was not invoked or if no resolution was achieved at Level IV, and if the Federation does not appeal the Level III decision to arbitration, the decision at Level III shall be final.

5:5.3b The parties shall select a mutually agreeable arbitrator. In the event they are unable to agree on an arbitrator within ten (l0) days of the Federation's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.

5:5.3c The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts, and the proposed decision. This report shall be sent to the Board of Trustees, the Federation, the grievant, and the Superintendent. The cost of the arbitrator, and the arbitration process shall be borne equally by the Federation and the District.

5:5.3d The decision of the arbitrator shall be final and binding on both parties.

5:6 Miscellaneous Provisions

5:6.l No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

5:6.2 All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

5:6.3 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made known to the non-school public without the written agreement of all parties.

5:6.4 Failure at any step in this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal at the next step in this procedure.

5:6.5 The grievance procedure provided in this Contract shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

ARTICLE 5. GRIEVANCE PROCEDURES (continued)

5:6.6 Forms for filing grievances, reports, and any other necessary documents shall be jointly prepared by the Human Resources Department and the Federation. They shall be available for distribution through the Federation.

5:6.7 Either party may be accompanied by a representative of his/her own choosing at any level of the procedure up to Level IV of these procedures. The Federation has sole discretion as to whether to submit a grievance to arbitration.

5:6.8 During the pendency of any grievance, the grievant shall continue the assigned functions until the resolution of the grievance is final.

5:6.9 The grievant and his/her representative shall be provided a reasonable amount of release time to process the grievance.

5:6.10 The grievant, representative, and any necessary witness shall be granted release time to attend any hearing required by this grievance process.

5:6.1l Whenever possible, grievance meetings and hearings held prior to arbitration shall occur before or after the instructional day.

5:6.12 This Article shall apply to summer school employees. Extended year program employees shall not be considered summer school employees.

ARTICLE 6. PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION WITHOUT PAY

The following procedure applies to the dismissal or suspension during the school year of certificated employees whose probationary period commenced during or after the l983-84 school year.

6:l Grounds for Dismissal

Grounds for dismissal or suspension shall be for just cause as it relates to either unsatisfactory performance as determined by an evaluation conducted in accordance with Education Code provisions 44660-44665 and the negotiated contract provision of this Agreement, or one or more of the causes specified in Education Code section 44932.

6:2 Procedures

6:2.l Notice of Dismissal or Suspension

A Notice of Dismissal or Suspension shall be given by the Superintendent or the Superintendent's designee at least thirty (30) calendar days prior to the effective date of such action and no later than March l5 of the employee's second probationary year.

The Notice of Dismissal or Suspension shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 and Article 10 of this Agreement shall accompany this notice.

6:2.2 Service of Notice

The written Notice of Dismissal or Suspension shall be served by registered or certified mail or by personal service. A copy shall be provided to the Federation.

6:2.3 For purposes of this Article, a day is a calendar day.

6:3 Suspension

Suspension may be proposed or determined for a specified period of time. Suspension is without any pay and for a stated number of work or calendar days and may be initially proposed by the Superintendent or designee or recommended by the administrative law judge.

When suspension is initially proposed by the Superintendent or designee for a specified period of time, no more severe penalty may be recommended by the administrative law judge or determined by the Board of Trustees.

ARTICLE 6. PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION WITHOUT PAY (continued)

6:3.l Immediate Suspension Pending Hearing

An employee may be immediately suspended upon service of Notice of Dismissal or Suspension for reasons specified and according to procedures in Education Code Section 44939.

If an employee furnishes the District a suitable bond or other security acceptable to the District, he/she shall continue to be paid his/her regular salary. If it is determined that the employee shall not be suspended or dismissed, the District shall reimburse the employee for the cost of the bond.

6:4 Request for Hearing

The employee shall file a written request for hearing within fifteen (l5) calendar days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the office designated no later than the regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the Board of Trustees without notice of hearing except as may be required in a Board meeting agenda.

6:4.l Date of Hearing

A hearing before an administrative law judge shall commence within thirty (30) days of the request for a hearing.

6:4.2 Conduct of Hearing

Whenever a hearing is requested as provided above, the District shall request the Office of Administrative Hearings to appoint an administrative law judge to conduct the hearing.

The hearing shall proceed pursuant to the evidentiary principles of the Administrative Procedure Act (Government Code Sections ll500, et.seq.) There shall be no formal rules of discovery, but both sides shall make available to the other all materials upon which they intend to rely in advance of the hearing and provide the identity of witnesses in advance of the hearing.

Non substantive procedural errors committed by the District, the administrative law judge, or the Board of Trustees shall not affect the decision unless the errors are prejudicial.

6:4.3 Cost of Hearing

The cost of the hearing shall be borne by the District except that the employee or the Federation shall pay their own attorney's fee and attendant costs.

6:4.4 Recommended Decision of the Administrative Law Judge

The administrative law judge shall prepare a written decision which shall be a recommendation to the Board of Trustees stating findings of fact and determination of the issues.

6:5 Review by the Board of Trustees

The Board of Trustees, at its next meeting which is not less than five (5) work days after the recommended decision of the administrative law judge is received at the District Office, shall act upon that recommended decision. If the Board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits, and listen to oral argument, if requested, as to sufficiency of cause.

6:6 Judicial Review

Judicial review may be had by filing a petition for Writ of Mandate in Superior Court within thirty (30) days of the effective date of the Board of Trustee's decision. The Superior Court shall review the evidence based upon the substantial evidence test.

6:7 Status Pending Appeal

If the Board of Trustees determines that the employee be dismissed, he/she shall be severed from employment on the date determined by the Board.

ARTICLE 7. WORK YEAR

7:l Work Year

The work year shall be one hundred and eighty-six (l86) days, inclusive of one hundred eighty instructional days with students; three (3) staff development days, and three (3) non-instructional days without students.

7:1.1 A unit member who fails to attend a staff development day due to illness shall submit, on the first day that the unit member returns to work after the staff development day, a note from the treating physician verifying that the unit member was medically unable to attend the staff development day. If the unit member fails to submit the note as required, s/he shall not be paid for the day of absence. Unit members must sign the attendance sheet in the morning and afternoon of each staff development day in order to be credited for attendance.

7:2 Calendar

The parties agree that a District committee shall be established to develop and propose a calendar for the following year. This committee shall commence meeting no later than January of each year and shall be composed of employee representatives and representatives from the administration.

If agreement on the calendar cannot be reached by June 1, the District shall establish a tentative calendar for the following year which may be modified through negotiations.

ARTICLE 8. PROFESSIONAL RESPONSIBILITY

8:l This agreement on hours of employment will be based upon the time that is necessary to perform professional duties. The professional duties of unit members are defined by past practice and include student contact and related activities.

8:2 In addition to the time spent in the classroom during the student day, the certificated employee shall spend such additional time as is necessary to carry out professional responsibilities, such as:

8:2.1 Class preparation including development of lesson plans, a variety of instructional strategies and appropriate supplemental materials

8:2.2 Maintenance of student records;

8:2.3 Evaluation of student achievement

8:2.4 Creating and maintaining effective environments for student learning

8:2.5 Communications related to pupil performance such as meetings with parents, other teachers, special services, or administrators that reinforce the home school connection

8:2.6 Modification, remediation and enrichment for individual students as appropriate

8:2.7 Conferences with students, parents, staff, administrators and other support services

8:2.8 Participation in Department, grade level, faculty, and curriculum and planning meetings;

8:2.8a K-12 curriculum planning meetings shall be held on District approved early release days or late start days and end no later than 4 PM on early release days unless mutually agreed otherwise by the principal and staff. Agendas for no more than two of the monthly meetings will be created by administrator(s).

8:2.8b A planning committee comprised of the principal and teacher selected members shall meet to develop a calendar. The committee shall cooperatively schedule and organize curriculum planning days that shall include grade and cross grade level meetings.

8:2.8c A District representative and the NFT President/designee shall mediate any problems with the K-12 curriculum planning days;

8:2.9 Open House and Back to School will be minimum days for school sites.

8:2.10 In service training/staff development. (see 7:1.1)

8:3 The following are also part of the professional responsibilities of all certificated employees. These activities shall be allocated on an equitable basis***:***

8:3.1 Curriculum development/curriculum committees;

8:3.2 Site and District Committees;

8:3.3 Review and evaluation of new materials.

8:4 Extracurricular Activities

8:4.1 As part of the obligation, certificated employees shall supervise and/or attend or sponsor extracurricular activities. After discussion with the principal, the employee shall select the activities the employee will take part in for the year from the following list:

8:4.1a Sponsorship of an ongoing club;

8:4.1b Attendance at graduation ceremonies, honor award assemblies, plays, concerts, dances, or athletic events. No certificated employee shall be expected to attend more than three (3) such activities per year. For the purposes of this section, attendance is not to be construed as a supervisory role.

8:4.2 Activities that involve personal financial expenditures shall be paid for by the District or Student Body

8:4.3 Scheduling of events of the club shall be as determined by the sponsor.

8:4.4 An employee may choose to attend activities outside of the Novato Unified School District, but shall not be so required.

8:4.5 Participation in the Outdoor Education Experience Program shall be on a voluntary basis, and participants will be paid 1% of Schedule B for the activity.

8:5 There shall be a forty (40) minutes, duty free lunch period which includes passing time.

8:6 Preparation Time

8:6.l Teachers working full time in grades 6-12 shall have one (1) preparation period per day. Full time, 9-12, grade unit members shall be assigned six (6) contiguous periods including one (1) prep period.

8:6.2 Teachers working full time in grades 4-5 shall have one hundred and fifty (150) minutes preparation time per week provided in segments no less than thirty (30) minutes.

8:6.3 Teachers working full time in grades 1-3 shall have sixty (60) minutes of preparation time per week.

8:6.4 Teachers working in grades 1-5 have the option of additional preparation time when the librarian is conducting an activity or whole group presentation such as book talks, book selection/checkout procedures, story time, creative dramatics, art projects, or when the nurse is conducting an activity or whole group presentation such as family life, maturation, reproduction.

8:7 Integrated CORE or Academy programs at the secondary level shall be considered a single department assignment for teachers in grades 6-12 who are assigned to such integrated assignment. Every effort will be made to limit multiple grade level CORE assignments. When such need arises, the site administrator will consult with appropriate department chair(s).

8:8 Professional Responsibility

8:8.1a Secondary teachers (grades 6-12) shall not be assigned classes in more than two (2) departments or more than three (3) preparations per semester, unless the teacher has the opportunity to consult with his/her NFT representative and agrees in writing on the appropriate waiver form.(Exhibit G)

8.8.1b Secondary teachers (grades 6-12) shall not be assigned more than 5 classes (1.0 FTE) per semester, unless the teacher has the opportunity to consult with his/her NFT representative and agrees in writing on the appropriate waiver form to teach 6 classes (1.2 FTE). (Exhibit L).

8:8.1c Elementary combined grade level classes will not be assigned to newly hired teachers**,** who are new to the teaching profession.

8:9 Preparation time, where assigned, shall be used on-site for planning, preparation, and conferences with parents, pupils, or other professional staff. In situations which require the teacher to leave campus during the preparation period for school related purposes, notification must be given to the site administrator/office personnel.

ARTICLE 8. PROFESSIONAL RESPONSIBILITY (continued)

8:10 When unit members are assigned to work at more than one site, each unit member shall be consulted in order to establish a schedule that provides duty-free lunch time and minimizes use of any preparation time for travel. Such unit members shall not be required to attend duplicate faculty (staff) meetings. Compensating time shall be provided for unavoidable loss of preparation time.

8:11 Other members of the unit such as Nurses, Psychologists, Counselors, Work Experience, and Librarians shall work a schedule so as to accommodate the needs of their assignment and the school to which assigned.

ARTICLE 9. CLASS SIZE

9:1 K – 5 Elementary Staffing

9:1.1 The K – 3 staffing ratio shall be 20 to 1 based upon the enrollment at the end of the fourth week of school, except as follows:

9:1.1a In Kindergarten and 3rd grades, the District may exceed the K-3 Class Size Reduction (CSR) Program limits in one class per school at each level. If a 3rd grade class reaches the average class size for 4th and 5th grade classes at the school, the 3rd grade class teacher shall be entitled to the same preparation time as 4th and 5th grade teachers. One Kindergarten class per school may have a class size not to exceed 25 students.

9:1.1b The District may implement new legislation affecting the K-3 CSR Program.

9:1.1c If CSR Program funding is modified or eliminated, the District may modify K-3 class size to comport with the funding changes. If the program is eliminated at any of grades 1st through 3rd, the staffing ratio and class size maximums at those levels shall be the same as the 4th and 5th grades. Teachers at those grade levels will be entitled to the same preparation time as 4th and 5th grades. If the program is eliminated in Kindergarten, the staffing ratio will not exceed 25 to 1.

9:1.1d A fully included child is placed in a regular classroom based upon the recommendation of the Individualized Education Plan (IEP). Classes in which there is the placement of a full inclusion student will not exceed twenty-eight (28) pupils. When a fully included student is so disruptive in a regular classroom that the education of the other students is significantly impaired, a meeting of the IEP team shall be mandated within five (5) days.

9:1.1e At the end of each school month, the principal shall meet with the teachers whose classes exceed the maximum to discuss and continue to explore placement alternatives.

9:1.1f The District shall review class size enrollments monthly and shall request a report from the principal regarding the discussion of alternatives.

9:1.1g In the event of a disagreement regarding class size maximums, the District shall meet with the union President/designee in an attempt to resolve the disagreement.

9:1.1h The grades 4 and 5 staffing ratio shall be 28 to 1 based on enrollment at the end of the fourth week of school. Class size shall be a maximum of 30 in any one class. When it is necessary to exceed the maximum of thirty (30), grades 4-5, the principal shall meet with the grade level teachers to explore placement alternatives and shall provide the teacher with an explanation for the necessity of the placement. If more than thirty (30) pupils should be assigned to any teacher for a period of more than one (1) week, one (1) hour of paid aide time shall be provided for each pupil over thirty (30) until one (1) week after the maximum is no longer exceeded. The paid aide time shall be in addition to any assigned aide time that the teacher may

be receiving as part of another program. If more than 30 pupils should be assigned to any teacher for a period of beyond the end of the fourth week of school, the classroom teacher, at his/her discretion, shall receive additional aide time or be compensated according to the formula on Exhibit K until the staffing ratio is resolved.

9:2 6 – 12 Secondary Staffing

9:2.1 No more than 155 pupils daily per teacher shall be assigned in the following academic departments: English, Foreign Language, Mathematics, Science, Social Studies, and integrated CORE. The 155 pupils daily per teacher limit shall apply after the fourth week of the school year and the second week of the second semester at the secondary level. If, after this time period, a teacher has over 155 pupils, then the teacher will be compensated according to the formula on Exhibit K until the student contact ratio is decreased to 155 or less.

9:2.2 The maximum of one hundred fifty-five (155) may be exceeded and additional compensation provided per Exhibit K for a teacher under the following conditions:

9:2.2a A written agreement exists between the teacher and the administration of the school.

9:2.2b The department average does not exceed one hundred fifty-five (l55) pupils per teacher.

9:2.2c Completion of the appropriate waiver form (Exhibit H)to meet the needs of 9:2.2a

9:2.3 Industrial Arts – maximum class size 28 at the high school level and 31 at the middle school level.

9:3 PE Department

9:3.1 As set by the Principal, after consultation with the departments, class size shall be as equitably distributed as possible. Every effort shall be made to balance Physical Education class size by grade level and gender. No more than two hundred thirty (230) students daily per teacher shall be assigned in the PE department.

9:3.2 The maximum of two hundred thirty (230) may be exceeded and additional compensation provided per Exhibit K for a teacher under the following condition~~s~~:

9:3.3 A written agreement exists between the teacher and the administration of the school. (Exhibit I)

9:3.4 The department average does not exceed two hundred thirty (230) students per teacher.

ARTICLE 9. CLASS SIZE (continued)

9:3.5 Classes taught by part-time PE teachers shall not exceed an average of forty-six (46) students per class.

9:4 Resource Department

9:4.1 Resource students shall be apportioned in an equitable manner among the staff of each department, or clustered in several classes which will be assisted by the Resource Staff.

9:5 Other Services

9:5.l Specialized student services will be determined as follows:

RSP, ESL, LH, CH, SDC, SH and Speech class size shall be as Prescribed by the Education Code 56000 et. seq.-Comprehensive Local Plan for Special Education
Case Loads Standards or Title V.

9:5.2 Employees for the following classifications shall be assigned annually by the District by August 15:

Psychologists
Nurses
Elementary Music Teachers
Elementary Physical Education Teachers
Speech and Language Therapist
Resource Specialists
Special Day Class Teachers
English Language Learner Teachers

ARTICLE 10. EVALUATION

10:1 Procedures for Evaluation

10:1.1 Statement of Purpose

The purpose of evaluation is the improvement of teacher performance. The evaluation is to be positive in nature which may include an unsatisfactory evaluation with constructive recommendations for improvement and the offer of assistance. The evaluation procedure is to be continuous in nature.

10:1.2 Criteria for Performance

The performance of the person being evaluated shall be measured according to the following:

10:1.2a The evaluation of student progress toward District-established standards and standards developed at the school site and classroom levels/assessing student learning. The use of publishers' norms established by standardized tests shall not be a basis for the evaluation.

10:1.2b Job descriptions, as approved by the Board of Trustees, provide a statement of responsibility with respect to regular direct instructional activity and to other duties required to be performed as an adjunct to regular assignments as detailed in Article 8.

10:1.2c Engaging and supporting all students in learning.

10:1.2d Establishment of a suitable learning environment within the employee's scope of responsibility/creating and maintaining effective environments for student learning.

10:1.2e The instructional techniques and strategies used by the employee/planning instruction and designing learning experiences for all students.

10:1.2f The employee's adherence to curricular objectives and understanding and organizing subject matter.

10:1.2g Developing as a professional educator.

10:1.3 One (1) administrator shall be designated as the evaluator with the responsibility for making the summary assessment report in writing and submitting a copy thereof to the certificated person evaluated.

10:1.4 The District evaluation form is to be used by the evaluator. Any change in the District evaluation form shall be discussed with the Federation before utilization by the District.

10:1.5 Process of Evaluation for Temporary and Probationary Employees

10:1.5a A goal-setting conference to assess goals and expectations will be scheduled for each temporary and probationary certificated employee. At the time of this conference, the employee will be given a copy of the summative evaluation form. Plans for evaluation shall be reviewed. Goal setting conferences will be completed no later than October 15th.

10:1.5b The evaluation shall consist of formal and informal observations. Informal observations shall be a continuous year-round process. For each formal observation, the evaluator is to give the employee twenty-four (24) hours prior notice, and inform the employee at that time if any specific observation instruments are to be used and of the length of the observation, including start and ending time. For temporary and probationary employees, two (2) formal observations shall precede the summative evaluation, based upon the following timeline:

No later than November 15 – First Formal observation
No later than February 15 – Second formal observation

The evaluator and employee shall confer concerning the specific educational objectives and techniques to be used by the employee. The employee is to be informed of the evaluator's expectations, and the employee shall have the opportunity to write such comments as felt appropriate. This conference shall precede the formal observation.

10:1.5c A conference between the employee and the evaluator is to be held within 10 working days following each formal observation. The employee shall sign the report, be given a copy, and have the opportunity to write such comments as felt appropriate.

10:1.5d Temporary and Probationary employees shall receive a summative evaluation once a year. The written evaluation and the observation reports shall include descriptions of satisfactory and unsatisfactory performances. Summative evaluations will be completed no later than March 1st.

The completed evaluation forms, observation reports, and written comments of the employee shall be placed in the employee's personnel file. All evaluation data shall be kept confidential. This data will be available only to the Board, the administration, and the individual teacher concerned, provided, however, the District may comply with a court order.

10:1.6 Process of Evaluation for Permanent Employees

10:1.6a A goal-setting conference to determine goals and expectations will be scheduled for each permanent certificated employee. At the time of this conference, the employee will be given a copy of the summative evaluation form. Plans for evaluation shall be reviewed. Goal-setting conferences will be completed annually.

10:1.6b Every two years permanent unit members shall be formally and informally observed and will receive a summative evaluation. If any part of the evaluation is less than satisfactory, or the unit member moves to a different work site, he/she may be evaluated in consecutive years.

The Human Resources office shall designate the year in which employees shall receive the summative evaluation. Each evaluation shall be preceded by at least one formal observation. The written evaluation and the observation reports shall include descriptions of satisfactory and unsatisfactory performances. Summative evaluations will be completed no later than May 1st.

The completed evaluation forms, observation reports, and written comments of the employee shall be placed in the employee's personnel file. All evaluation data shall be kept confidential. This data will be available only to the Board, the administration, and the individual teacher concerned, provided, however, the District may comply with a court order.

10:1.6c The evaluation shall consist of formal and informal observations. Informal observations shall be a continuous year-round process. For each formal observation, the evaluator shall give the employee twenty-four (24) hours prior notice and inform the employee at that time if any specific observation instruments are to be used, and the length of the observation, including start and ending times. The evaluator and employee shall confer concerning the specific educational objectives and techniques to be used by the employee. The employee is to be informed of the evaluator's expectations, and the employee shall have the opportunity to write such comments as felt appropriate. This conference shall precede the formal observation.

10:1.6d A conference between the employee and the evaluator is to be held following each formal observation. The employee shall sign the report, be given a copy, and have the opportunity to write such comments as felt appropriate.

10:1.6e If the evaluator and the Executive Director of Human Resources agree that an employee's performance is unsatisfactory, the employee must show a strict adherence to the specific recommendations for improvement as enumerated by the evaluator.

10:1.6f The employee shall be given a reasonable amount of time to improve. During this period, reevaluation will be made at least annually until a satisfactory evaluation is issued or he/she is separated from the District.

l0:l.6g At the time of each reevaluation, the employee must show, in writing, the means used to improve. These means should include such processes as consultations, observations, courses, or workshops. Any cost related to the improvement during this period shall be paid by the employee.

10:1.6h The option exists for a permanent certificated employee to develop goals, to be formally observed and evaluated on a five year cycle if the employee meets the following criteria:

- Has been employed at least ten years with NUSD
- Is highly qualified per NCLB
- Previous evaluation rated the employee as meeting or exceeding standards
- The employee and evaluator agree to the five year cycle

The certificated employee or the evaluator may withdraw consent at any time.

l0:l.7 Procedures in the Event of an Unsatisfactory Evaluation

10:1.7a When there is an unsatisfactory evaluation, the evaluator will make specific recommendations for the improvement and suggestions of available sources of assistance, and the employee must strictly adhere to the specific recommendations for improvement as enumerated by the evaluator. Subsequently, one or more conferences shall be held with the employee to assist in correcting the deficiencies previously noted. The evaluator shall maintain a record of such conferences and shall give a copy to the employee.

10:1.7b The evaluator may recommend to the Human Resources Administrator that an employee who has received an unfavorable evaluation receive an additional evaluation. This evaluation may be done by another administrator or mutually agreed upon designee.

10:1.7c The employee shall be given a reasonable amount of time to improve. During this period, reevaluation will be made at least annually until a satisfactory evaluation is issued or he/she is separated from the District.

10:1.7d At the time of each reevaluation, the employee must show, in writing, the means used to improve. These means should include such processes as consultations, observations, courses, or workshops. Any cost related to the improvement during this period shall be paid by the employee.

10:1.7e The completed evaluation forms, observation reports, and written comments of the employee shall be placed in the employee's personnel file. All evaluation data shall be kept confidential. This data will be available only to the Board, the

administration, and the individual teacher concerned, provided, however, the District may comply with a court order.

10:1.7f Permanent teachers who receive an unsatisfactory evaluation in the areas of subject matter knowledge and/or teaching methods shall be referred for mandatory participation in the Peer Assistance and Review program if it is in existence.

l0:l.8 Permanent teachers desiring assistance in improving their teaching may apply to the Peer Assistance and Review Panel as a voluntary self-referral.

l0:l.9 Nothing in this section shall preclude the District from taking any other actions in conformity with the Education Code.

l0:1.10 Anything observed informally shall be raised with the employee, giving time for remediation prior to the summative evaluation, if possible.

l0:1.11 An evaluation procedure for summer school employees shall be developed by the parties. Such a procedure shall be provided to each employee.

ARTICLE 11. TRANSFER

11:l A transfer is a move from one school to another school, from one special service to another, or to the classroom.

11:2 Transfer to a particular school shall be based upon the educational needs of the District as determined by the Superintendent. The District shall utilize the following criteria in this order:

11:2.1 Appropriate certification and/or credentialing;

11:2.2 The Equitable Distribution Plan

11:2.3 District-wide seniority

11:2.4 Areas of teaching experience;

11:2.5 Current satisfactory performance and evaluations;

11:2.6 Educational program needs

11:3 Decisions to transfer a teacher shall not be made on grounds which are unreasonable, arbitrary or capricious.

11:4 Teachers who transfer within five working days of the start of school or during the school year will be compensated at their per diem up to two (2) days to move and reorganize a new classroom at the new site. The District will cover the cost of the substitute teacher, if needed.

11:5 Voluntary Transfer

11:5.l When a vacancy exists, as determined by the Superintendent, the following procedures shall be followed:

11:5.1a Notices of vacancies in positions covered in this Contract shall be prepared by the Human Resources Department and forwarded to the Federation and to each school for posting. The vacancies shall remain open for five (5) days from the effective posting date. Employees must notify the Human Resources Department in writing of their interest during the open period.

11:5.1b Before making a decision, the school administration will provide an opportunity for an interview to each qualified applicant who applies and is currently a probationary or permanent employee.

11:5.1c Announcements of vacancies which occur between the last work day in June and August l5 shall be e-mailed to unit members who request, in writing, such mailings.

11:5.ld The Superintendent will attempt to complete all personnel assignments for the following fall by the time school is out in June and to notify employees of any transfers necessary or granted. This provision shall in no way limit the Superintendent's power to change an assignment or make a transfer at any time as the needs of the District may dictate.

11:5.le If two or more certificated employees apply for the same vacancy, the principal shall apply all the criteria in sections 11:2.l through 11:2.6.

11:5.lf If a teacher's request for a voluntary transfer is not granted, such teacher will, upon written request and within a reasonable period of time, receive from the Superintendent or designee a written explanation.

11:6 Involuntary Transfer

11:6.1 Employees shall be advised of a proposed involuntary transfer. Where possible, the official written notice of an involuntary transfer shall be given to the employee by June l.

11:6.2 The employee in an involuntary transfer may request a meeting with the Superintendent or designee.

11:6.3 When a new program is created in the District, no one shall be involuntarily transferred to such program if there are volunteers who meet the applicable qualifications.

11:6.4 In the event a staff reduction is necessary at a school site or due to a program change in special services, the employee so affected will be given first consideration in line with the criteria mentioned above.

11:6.5 All employees involuntarily transferred shall have the right to apply for vacancies.

11:6.6 A unit member who is involuntarily transferred shall, upon written request and within a reasonable period of time, receive from the Superintendent or designee a written explanation.

ARTICLE 12. LEAVES

l2:l Sick Leave

l2:l.l Every full time certificated employee shall be entitled to ten (l0) days of absence for illness or injury with full pay for a school year of service. An employee working less than full time shall be entitled to leave that is proportionate to the duration of employment.

l2:l.2 Pay for sick leave shall be the same as the pay which would have been received had the employee served during the day.

l2:l.3 Credit for sick leave need not be accrued prior to taking such leave by the employee. Such leave may be taken at any time during the school year.

l2:l.4 Sick leave is accumulated if an employee does not take the full amount of leave allowed in any school year. Sick leave may be accumulated without limit.

12:1.5 The District may require certification from a physician or other proof of illness for days of absence due to illness, accident, or quarantine. In any case where there is a question the District may require the employee to see a physician of its choice. If the District physician's determination is contrary to the employee's physician, the two physicians will select a third physician, whose cost is to be shared by the employee and the District. The physicians will confer to determine the employee's condition and make appropriate recommendations.

12:l.5a After an employee has been absent for five (5) or more consecutive days, the District may require certification from a physician as to the employee's ability to return to service.

l2:l.5b In any case where there is a question, the District may require the employee to see a physician of its choice. If the District physician's determination is contrary to the employee's physician, the two physicians will select a third physician whose cost is to be shared to meet with them to determine the employee's condition.

l2:l.6 At the beginning of the school year and thereafter, each employee will be notified of accumulated balance of sick leave.

l2:l.7 In case of official quarantine of the employee's place of residence, the employee will be allowed full pay during the period of enforced quarantine even though this is greater than the employee's accumulated sick leave.

l2:l.8 Employees hired by the District shall have transferred the cumulative sick leave from another California school district as entitled by law.

l2:l.9 When an employee is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence, or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed. The District shall make every effort to secure the services of a substitute employee.

l2:1.10 Each summer school employee shall be entitled to one (l) sick leave day for summer school employment. Such day shall not be accumulated.

l2:2 Bereavement Leave

l2:2.l A regular employee shall be granted bereavement leave at full pay for three (3) days within California and five (5) days out of state in the event of the death of a member of the immediate family: mother, father, stepmother, stepfather, legal foster parents, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in- law of the employee, aunt, uncle, niece, nephew, or any person living in the immediate household.

12:2.2 Additional absence not to exceed seven (7) days needed in addition to that granted in section 12:2.1 may be allowed under personal necessity or with deduction of only the amount required to pay a substitute for such additional days; such choice shall be made by the employee.

12:2.3 Leaves of absence to attend the funeral of a person not listed as member of the immediate family shall be granted not to exceed seven (7) days may be allowed under personal necessity or with deduction of only the amount required to pay a substitute if a substitute is employed.

l2:3 Personal Necessity Leave

12:3.1 A certificated employee may use at his/her election during any school year not more than seven (7) days of accumulated sick leave in case of personal necessity without explanation or advance permission. It is understood that Personal Necessity Leave is for instances of personal or professional need and will not be used for recreation/vacation time.

12:3.2 A unit member may use seven (7) days of personal necessity leave except when such days are requested immediately before or after recesses or holidays, on designated staff development days, or during the first (1st) five days and/or last five (5) days of the work year. Personal necessity days may not be used for recreation or vacation purposes. The exception to all the above is emergency situations with reason given.

12:3.2a When an employee wishes to use Personal Necessity days before/after holiday breaks/recess, or during the first five days of school or the last five days of school, they may submit a written request to a committee. Reasons would be for extenuation circumstances that warrant a review and permission. This committee would consist of the Superintendent, Human Resources Director and a representative sleeted by NFT.

l2:3.3 The Superintendent or designee has discretion and may require proof of all personal necessity.

l2:3.4 The unit member must request a substitute at least twenty-four (24) hours in advance of intended leave day. When the number of teachers expected to be absent on a particular day exceeds the number of available substitutes, the District may ask additional teachers requesting personal necessity leave to reschedule their leave. This leave may be taken at any time during the school year except during the first (1st) and last five (5) days of the work year.

12:4 Parental Leave

l2:4.l Maternity Leave

12:4.1a Expectant mothers who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth may apply for an uncompensated maternity leave. This is also available to the employee who adopts an infant/child if such employee has the primary responsibility of childcare. This leave may be taken for no more than two (2) school years for the birth of each child.

l2:4.1b Request for parental leave shall be submitted in writing, addressed to the Human Resources Department at least thirty (30) days prior to the desired commencement date of the leave. This request shall include the fact that the employee has the primary responsibility of child care.

l2:4.lc A letter from the expectant mother's physician certifying the mother is pregnant and the expected date of birth of the child shall accompany the request for leave, or in the case of the adoptive parent, a letter from the adoption source certifying the adoption.

l2:4.ld The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.

12:4.1e The District and the employee shall mutually adjust the inclusive dates of the requested leave to coincide with natural breaks in the school calendar.

l2:4.lf The employee shall be granted two (2) days of paid leave for the birth or adoption of a child.

l2:4.2 Temporary Disability Leave Due to Pregnancy, Childbirth, or Related Condition

12:4.2a An employee may claim sick leave pay and/or extended disability pay for no more than the limited period of time when the employee's physician certifies that she is actually physically disabled from performing her duties because of pregnancy, miscarriage, abortion, childbirth, and recovery there from. It is not intended to provide for periods of rest prior to or following childbirth or for childcare. The length of the absence, including the date on which the leave shall commence and the date on which the employee shall resume duties shall be determined by the employee and the employee's physician, Education Code 44965.

12:4.2b In any case where there is a question, the District may require the employee to see a physician of its choice. If the District physician's determination is contrary to the employee's physician, the two physicians will select a third physician, whose cost is to be shared by the employee and the District. The physicians will confer to determine the employee's condition and make appropriate recommendations.

l2:4.3 Paternity Leave

Two (2) days leave for paternity may be granted for each birth or adoption without loss of pay or sick leave.

l2:5 Court Leave

l2:5.l Jury Duty

A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee. Jury duty leave shall apply to summer school employees.

l2:5.2 Witness

An employee shall be granted a leave with pay to appear as a witness, other than as a litigant, in a court of law or to appear before other governmental jurisdiction in response to an official order for reasons not brought about through the connivance or misconduct of the employee. An employee requesting such leave shall submit a copy of the

subpoena or official order. At the conclusion of the appearance, the employee granted leave shall submit a verified statement, specifying the dates and times the employee appeared. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

l2:6 Industrial Accident/Illness Leave

l2:6.l Leaves under this regulation shall be available to employees.

l2:6.la Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.

l2:6.lb Allowable leave shall not be accumulative from year to year.

l2:6.lc Industrial accident or illness leave will commence on the first day of absence.

l2:6.ld Payment for wages lost on any day shall not, when added to awards granted the employee under the workers' compensation laws of this state and/or compensation from District-paid income protection plans, exceed the employee's actual wage if employee were on the job.

l2:6.le Industrial accident leave will be reduced by one (l) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

l2:6.lf When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

l2:6.2 Entitlement to industrial accident or illness leave will be based on the findings by Employer's Self Insurance Service (ESIS) that the disability has been due to industrial accident or illness. In cases where ESIS officials do classify the claim as a disability case, regular sick leave will not be deducted due to the industrial accident or illness until industrial accident or illness leave, if granted, has been exhausted.

l2:7 Administrative or Conference Leave

l2:7.l Leave may be granted to employees for attendance at approved professional meetings, conferences, observations, workshops, participation in or attending demonstration classes, or other activities devoted to the improvement of curriculum and instruction without loss of salary. Travel and other expenses may be allowed for this purpose. If

funds are not available to cover substitutes, travel and/or other expenses for approved activities, employees shall be permitted to attend at their own expense. Only the cost of the substitute may be deducted from the employee's salary.

l2:7.2 Requests to be excused from duty should be submitted to the Superintendent or designee at least two (2) weeks in advance to allow time for consideration of the request.

l2:7.3 The administration shall make every effort by posting notices, etc., to disseminate information to all teachers regarding such meetings and conferences.

l2:7.4 Employees shall be granted leave to participate in conferences sponsored by CFT or AFT. A combined total of five (5) days per year is the maximum to be granted. The Federation will pay the cost of the substitute.

l2:8 Other

l2:8.l Leave for Personal Reasons

After four (4) years of continuous satisfactory service to the District, an employee is eligible to request of the Board a leave of absence for personal reasons (not necessarily stated) for a period of not more than two (2) years. No salary or benefits shall be paid for this leave.

The District, when reviewing such requests, shall consider, but not be limited to, the following:

12:8.1a Number of employees requesting leave for a given year;

12:8.1b Number of requests from any one school, department, grade level, etc.;

12:8.1c The employee's length of service in the District;

12:8.1d Availability of a satisfactory replacement.

l2:8.2 Military Leave

Employees who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active duty shall be granted such leave and military leave pay as is provided by law.

l2:8.3 Service in Governmental Program

After the completion of four (4) consecutive years of District service, certificated employees may, at the discretion of the Board, be granted a leave of absence without pay or benefits for the purpose of service in the Peace Corps, VISTA, AID, or similar governmental programs. This policy may be extended at the Board's discretion to service in poverty and/or ghetto areas. Such a leave shall not constitute a break in continuity of service and shall be counted as a year of service for salary placement purposes.

l2:8.4 Legislative Leave

l2:8.4a Every permanent certificated employee who is elected to the legislature, both state and federal, shall be granted a leave of absence without pay for the duration of the term of office.

l2:8.4b Within six (6) months after the term of office expires, the employee shall be entitled to return to the position held at the time of election at the salary to which entitled had the employee not been absent from the service of the District to serve in the legislature.

l2:8.4c Other elected officials may be granted a leave of absence without pay or with pay if the District is compensated by the governmental agency.

l2:8.4d A person employed to take the place of any such employee shall not have any right to such position following the return of such employee to the position.

l2:8.5 Short Term Leave

Upon request of the employee, the Superintendent may grant limited leaves of absence to employees. Full salary deductions shall be made for days for such leave. Such request shall be submitted at least ten (l0) days prior to the start of the leave.

l2:9 Miscellaneous Provisions

12:9.1 In case of sick leave or emergency, unit members shall inform the school and the substitute desk at the earliest possible time of absence from school and further to notify the school before two (2:00 p.m.) the day prior to the day the employee intends to return to duty. If an employee fails to give notice within the time limit, the employee shall be deducted one-half (1/2) day substitute pay for that month. The school assumes that the teacher will return on Monday following an absence on Friday unless the teacher requests a substitute for Monday.

l2:9.2 Employees on leave without pay are eligible to continue their health, dental and vision benefits while on leave, with carrier approval, provided they prepay the premiums. This includes all leaves without pay, including; parental leave, legislative leave, and short-term leave.

l2:9.3 Employment Rights

12:9.3a Employees returning from a leave of absence of one (1) year or less shall be returned to their former school if a vacancy exists, for at least one (1) school year, providing the unit member has not requested a transfer.

l2:9.3b The employee returning from a leave longer than a year's duration shall be assigned to a position for which the employee is certificated. Every effort shall be made to consider the employee's wishes. The seniority date remains the same. The sick leave accumulated prior to the start of the leave shall be carried over.

l2:9.4 Notification of Return to District

On or before March l of the year in which the employee's leave expires, the employee must indicate, by writing a letter addressed to the Board of Trustees, intention to return to the District for the following school year. The District at any time during the leave may require a statement of the employee's intention to return to duty at the expiration of the leave.

l2:9.5 Provision of sick leave, extended disability leave, maternity disability leave, personal necessity leave, industrial accident or illness leave, bereavement leave, or jury duty/witness leave shall not be construed to apply to any employee during any period when the employee would not be performing services for the District.

12:10 Catastrophic Leave

12:10.1 Guidelines for Catastrophic Illness Leave

Catastrophic illness or injury is defined as a severe illness or injury which is expected to incapacitate an employee or immediate family member for who he/she provides care, or domestic partner/companion, due to an injury or a prolonged illness which creates a financial hardship because the employee has exhausted all available leave credits including regular sick leave.

Such catastrophic illness or injury may include, but not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life-threatening illness or hospitalization as a result of severe automobile or other accident.

The purpose of the catastrophic sick leave is to assist an employee who is suffering from a catastrophic illness or providing care for an immediate family member, or domestic partner/companion through the use of paid leave days donated to the catastrophic leave bank by Novato Unified School District employees.

12:10.2 Authority

12:10.2a Section 44043.5 Education Code

12:10.2b Novato Unified School District (NUSD) and Novato Federation of Teachers (NFT).

12:10.2c Participation shall be voluntary, but permitted for all teachers covered by this Agreement and included in the bargaining unit.

12:10.3 Eligibility Criteria

The Catastrophic Sick Leave Bank recipient must meet all of the following criteria:

12:10.3a Financial hardship due to the injury or prolonged illness and the resultant exhaustion of leave credits;

12:10.3b Exhaustion of all available leave credits, including regular sick leave (not including Salary Deductions during Absence from Duties – Education Code 44977), and available industrial accident and illness leave, if applicable.

12:10.4 Request and Verification Process

12:10.4a An employee must submit a request to receive donated leave days under the Catastrophic Sick Leave Bank. This request must be submitted to the Human Resources Department on a prescribed Catastrophic Leave Application. If the employee is incapacitated, this form may be completed by an immediate family member, or a person acting on behalf of the employee, who has been authorized to do so.

12:10.4b A physician's detailed verification of the catastrophic illness/injury of the employee or immediate family member for whom he/she provides care, or domestic partner/companion and estimated date of return to work, if applicable, must be attached to the application. The application and attached verification are to be forwarded directly to the Human Resources Department where a determination will be made by the Catastrophic Leave Committee to approve or deny the employee's request.

12:10.4c If a physician indicates that an employee will not be able to return to work, the employee, prior to catastrophic leave bank approval, must apply for disability or service retirement if eligible. Stress-related illness shall be excluded for catastrophic leave eligibility.

12:10.4d Employees granted use of the catastrophic leave bank shall be considered in regular paid status during such use pursuant to approval of the committee. The maximum number of days of catastrophic leave that may be applied for through a single application for catastrophic illness or injury is twenty (20) days. Extensions may be granted. The bank must contain at least fifty (50) days for an extension to be granted. Another application must be submitted before an extension is considered.

12:10.4e Forty (40) days per person is the maximum allotment. A member who has received catastrophic leave days from the bank must agree to repay the days at the rate of one (1) days per year to the catastrophic bank in the event he/she returns to work.

12:10.4f The receipt of a donated sick leave credit through catastrophic leave as defined herein, when combined with other District income and/or income protection or disability insurance, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic leave.

12:11 Catastrophic Leave Committee

12:11.1 The committee will be comprised of two (2) NFT representatives and one (1) District administrator who will determine and certify that the certificated employee is eligible for catastrophic leave because he/she is unable to work due to the severity of that personal, family or domestic partner/companion catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5.

12:11.2 The District and NFT shall instruct their appointees to the Catastrophic Leave Committee to make a good faith effort to maintain confidentiality regarding donations and utilization of the catastrophic sick leave days.

12:11.3 The approval or denial of catastrophic leave requests by the Catastrophic Leave Committee shall not be subject to the provisions of Article 5, Grievance Procedures, of this Agreement.

12:11.4 The committee will provide the bargaining unit representatives, at least once a year, a numerical report on the condition of the Catastrophic Leave Bank including the beginning balance donations, withdrawals and current balance.

12:12 Catastrophic Bank

12:12.1 District certificated employees who elect to donate sick leave credits and who have a minimum of twenty-five (25) days of accumulated leave credits on record with NUSD may donate one (1) day per year.

12:12.2 Those employees with more than twenty-five (25) days may donate up to three (3) days per year. All transfers of sick leave credit to the catastrophic bank are irrevocable.

12:12.3 Contributions can be donated throughout the school year.

12:13 Family Care Leave

Notwithstanding other provisions of the Agreement which provide family care leave, it is the intent of this section to make available to certificated employees leave under the Federal Family Leave Act (FMLA) and California Family Rights Act (CFRA).

12:13.1 Employee Eligibility

To be eligible for benefits under the Acts, an employee must:

12:13.1a Have worked for the District for at least twelve (12) months;

12:13.1b Have worked for the District at least 1,250 hours during the previous twelve (12) months; and,

12:13.1c Be one of at least fifty (50) employees employed by the District within 75 miles of the employee's work site.

12:13.2 Reasons for Leave

12:13.2a Birth of an employee's child;

12:13.2b Placement of a child with the employee for adoption or foster care;

12:13.2c Care for an employee's child (including foster, step or adult children and legal wards), parent (including foster, step and disabled adult children and legal wards), or spouse;

12:13.2d Employee's serious health condition that keeps the employee from performing his or her job function. Temporary disability leave due to pregnancy, miscarriage, childbirth, and recovery therefrom is separate from family care leave. (See 12:4.1a.)

12:13.3 Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition involving in-patient care, continuing treatment or supervision of a health care provider.

12:13.4 Advance Notice of Leave and Medical Certification

12:13.4a If the need for the leave is foreseeable, employees will provide thirty (30) days advance written notice. If the need for the leave is unforeseen, i.e., an emergency, notice is required as soon as practicable.

12:13.4b If the leave is to care for a child, spouse, or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician.

12:13.4c Any medical certification required under this provision shall include:

1) When possible, date of commencement of the serious health condition;

2) Estimated duration of the condition;

3) Confirmation that a serious health condition warrants the participation of the family member or in the case of the employee, certification that the employee is unable to perform his or her job functions.

4) The District, at its own expense, may require a second or additional opinion(s) regarding the employee's personal serious health condition.

12:13.5 Treatment Schedule

If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

12:13.6 Continuation of Benefits

12:13.6a An employee will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of leave.

12:13.6b If a certificated employee fails to return from the leave for any reason other than recurrence, continuance or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage and other benefits.

12:13.6c To the extent the District continues to pay for other benefits for certificated employees on unpaid leave, it must do so for employees on Family Care Leave. If the District does not pay such benefits, it shall allow the employee, at his/her own expense, to participate in all plans offered by the District.

12:13.7 Duration and Conditions of Leave

12:13.7a All leave is unpaid.

12:13.7b Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period and runs concurrently under both Acts.

12:13.7c The twelve (12) month period of entitlement concludes on the first day of leave.

12:13.7d Leave is pro-rated for part-time employees.

12:13.7e Intermittent leave in the form of reduced work days or work weeks may be taken 1) for the birth or placement of a child with approval of the District; or 2) whenever it is medically necessary to care for a family member with a serious health condition, or 3) because the employee is seriously ill and unable to work.

1) Intermittent leaves or reduced schedules for the birth or placement of a child may be taken if the District approves.

2) Intermittent leave or a reduced schedule may be taken when it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

12:13.8 Commencement of Leave

12:13.8a Leave for the birth or adoption of a child must conclude within one (1) year of the birth or adoption.

12:13.8b Certificated employees may request to take paid leave and family care leave concurrently if the reason for the paid leave meets the requirements of Article 12:4.5b, except that family care leave for women will not commence until after the period of temporary disability due to pregnancy, miscarriage, childbirth, and recovery therefrom has concluded. An employee may use paid sick leave and family care leave concurrently only for the employee's own serious medical condition.

12:13.8c The District may require the employee to substitute accrued paid leave, including sick leave where applicable, for the unpaid family care and medical leave entitlement.

12:13.9 Employed Spouses

Spouses employed by the District are jointly entitled to a combined total of twelve (12) work weeks of family care leave for the birth or placement of a child with them or the care of parent with a serious health condition. Each spouse is entitled to a full twelve (12) weeks of family care leave for other qualifying purposes.

12:13.10 Seniority, Employee Benefits and Break in Service

An employee on leave will not lose seniority or employment benefits that accrued prior to the start of the leave. Leave does not constitute a break in service for purposes of seniority or longevity.

12:13.11 Right to Reinstatement and Fitness for Duty

12:13.11a Certificated employees returning from Family Care Leave will be reinstated to his/her former position or to an equivalent position.

12:13.11b A certificated employee returning from an approved medical leave for their own serious health condition may be required to provide medical evidence of fitness for service.

ARTICLE 13. SABBATICAL

l3:l Sabbatical

l3:l.l Any certificated employee who has rendered service to the District for at least seven (7) consecutive years may be granted a sabbatical for not less than one (l) semester nor more than one (l) year, with the recommendation of the Evaluation Committee, the Superintendent, and the final approval of the Board of Trustees. There must be at least seven (7) years of service between each sabbatical.

l3:l.2 Extent and Distribution

l3:l.2a The number of certificated employees absent on sabbatical at any one time shall not exceed three percent (3%) of the total number of certificated employees.

l3:l.2b Distribution of sabbaticals will be weighed against the following criteria:

l) Relationship of the work to be accomplished to the assignment of the applicant and its potential contribution to the school system.

2) Quality of performance and length of service; preference being given to those longest in service with outstanding records.

3) To the extent funds are available in the sabbatical fund, sabbaticals may be granted.

l3:l.3 Sabbatical Leave Requirements

l3:l.3a General

l) Sabbatical leave beginning within four (4) years of the applicant's retirement date shall not be approved.

2) Sabbatical shall be granted for one (l) semester or one (l) year, concurrent with the beginning of a semester.

l3:l.3b Sabbatical for Study

A teacher shall complete at least eighteen (18) semester units of work during a sabbatical year, not less than eight (8) semester units of which shall be

completed during either semester while on such sabbatical. The courses must be listed in the planned program presented to the Superintendent and must be upper division or graduate courses. A special project, research problem, or courses, may be substituted for the unit requirement if approved in advance by the Superintendent. Transcripts or other evidence of completion shall be submitted to the Human Resources Department within sixty (60) days after the teacher's return to duty, except that if credit is to be claimed for salary reclassification (or increment), transcripts must be filed in accordance with the salary schedule. If the course work is not completed, the employee must compensate the District for funds advanced to date.

l3:l.3c Sabbatical for Travel

l) A teacher on sabbatical for travel shall remain in travel status at least three and one-half (3-l/2) months for each semester of leave granted.

2) The application for sabbatical shall include, in general terms, an itinerary of the proposed travel together with a statement concerning the proposed objectives of the travel.

3) Upon completion of the sabbatical, and within sixty (60) days of the teacher's return to duty, a detailed itinerary and written report shall be submitted to the Superintendent's Office setting forth the teacher's reactions to the trip and a statement of the benefits received from it. If the course work is not completed, the employee must compensate the District for funds advanced to date.

l3:l.3d Application Procedure

l) The sabbatical application shall be submitted to the Principal of the school in which the applicant is serving for signature.

2) The principal shall comment on the application, sign and forward to the Human Resources Department by March 1.

3) The Evaluation Committee shall review all applications and make recommendations.

4) The Superintendent's Office shall report to the Board of Trustees as to the potential cost of each sabbatical request, the amount in the sabbatical fund, and the recommendations as to the desirability of each sabbatical request.

5) Providing funds are available, the Board of Trustees shall grant such requests as are deemed beneficial to the District.

l3:l.3e Compensation While on Sabbatical

l) Certificated employees granted sabbaticals are entitled to receive fifty percent (50%) of their salary as it would be on the certificated salary schedule during the period of the leave.

2) Teachers who desire to receive salary while on sabbatical must furnish a bond and sign a written statement to return for a period of service equal to twice the period of the leave at the termination of the leave. Bonds shall be filed by the applicant with the Superintendent's Office. The Board may, by resolution, waive the bond if required written agreements are signed.

3) Teachers who do not desire to receive salary allowance during the time they are on sabbatical may be paid in two (2) equal installments following each of the two years of service rendered in the District after their return to duty after the leave.

4) Sick leave benefits shall be earned for the period of the sabbatical.

5) District employee benefits will continue as though the employee were on regular service.

6) Seniority and annual salary increments accrue during the time of such leave the same as though the employee were on regular service.

l3:l.3f Miscellaneous Provisions

1) At the expiration of sabbatical, the employee shall be considered a member of the staff with which he/she served prior to the beginning of the sabbatical, and shall return to that site unless one of the following conditions exist: **1)** The unit member applies for a voluntary transfer and it is granted, or **2)** The school experiences a loss of ADA or a reduction of a particular kind of service in which case the Transfer Article (11) shall apply as it would to faculty in general.

2) In case of injury or illness of the employee during sabbatical, the sabbatical will be terminated and all provisions of sick leave will apply. If injury, illness, or death prevents the employee from fulfilling the agreement to return to service in the District for the required service, no repayment of sabbatical salary will be required.

3) In all matters not herein mentioned, the Education Code shall govern sabbaticals, and all amendments to the Education Code affecting sabbaticals shall become a part of these rules and regulations.

ARTICLE 13. SABBATICAL (continued)

l3:l.3g The sabbatical fund shall be established as one-tenth (l/l0) of one percent (l%) of the adopted budget less debt service (7l00), tuition (7200), stores (7904, 7905, 7906, 7907), revolving cash (9l30), and general reserve (9630) for the duration of this Contract. If funds are not expended in one (1) year, they will be carried over to future years.

13:2 Effective July 1, 2002, Article 13.1, Sabbatical, shall be suspended for a period of at least two fiscal years, 2002-2003 and 2003-2004. Fiscal savings derived from the suspension of sabbatical (approximately $35,000 per year) shall be used for NFT unit member compensation as agreed upon.

At the point in time when sabbaticals are reinstated, the parties understand that the cost of reinstatement shall be deducted from future compensation increases for NFT.

ARTICLE 14. RESIGNATION AND RETIREMENT

l4:l Termination Dates

The effective dates of resignation, leave of absence, and/or any other termination of employment shall be interpreted to mean the last day the employee works.

l4:2 Part Time Employment with Full Time Retirement Credit

l4:2.l Eligibility

Employees may be granted permission to reduce their workload from full time to part time and maintain full time status for retirement purposes if they meet the following requirements:

l4:2.la Reach the age of fifty-five (55) prior to reduction in workload;

l4:2.lb Be employed in the District for a period equivalent to at least ten (l0) years full time employment of which the immediately preceding five (5) years were full time employment.

l4:3.2 Services

A position will be assigned to an employee on the basis of credential qualification. Minimum part time employment for purposes of this policy shall be the equivalent of one half of the days of service required by the employee's last full time contract of employment. The "equivalent of one half of the days of service required" may be satisfied by working full time for one half of the required days of service or by working half time for all of the required days of service. The exact amount of part time may be determined by the District to meet the needs of the various levels of education if the option of full days of service is selected.

l4:3.3 Compensation

Part time salary shall be the pro rata share for the full time salary had the employee remained a full time employee.

l4:3.4 Terms

The option of part time employment may be exercised at the request of the employee. An employee once entered into the program, may drop participation at the close of any school year. The employee may not, however, return to full time employment.

l4:3.5 Health and Welfare Benefits

The employee's health benefits shall remain the same as if the employee continued full time employment. Sick leave shall be prorated. The employee shall receive full time retirement credit. The employee and the District shall contribute to State Teachers Retirement System (STRS) the amount that would have been contributed if the employee had remained as a full time employee.

l4:3.6 Application

Application for part time employment with full time retirement credit must be received by January l5. The District shall notify applicants by March l if they have been selected.

l4:4 Retirement with Consultancy

l4:4.l Eligibility

The Board of Trustees may contract with employees to furnish special services and/or advice in financial, economic, accounting, engineering, or administrative matters. Any person retained to furnish such services, hereinafter called "retirant", shall meet the following requirements:

l4:4.la Is specially trained, experienced, and competent to render special services;

l4:4.lb Was a certificated employee of the District for the equivalent of ten (l0) years full time immediately preceding resignation and retirement;

l4:4.lc Is at least fifty-five (55) years of age and not older than fifty-nine (59) years of age at the start of service.

l4:4.2 Services

A retirant so retained shall furnish agreed services and advice including, but not limited to, the following: demonstration teaching; preparing staff development and in service programs; assisting with testing programs; compiling and analyzing test data; orienting and assisting new teachers; designing and producing programs; preparing or updating curriculum guides; updating and revising school district publications; and developing or updating instructional materials.

l4:4.3 Compensation

The District shall provide to the consultant the sum of five thousand, seven hundred fifteen dollars and twenty-three cents ($5,715.23) per year for twenty-one and one-half (21.5) days of service, effective 1999-2000 school year. This dollar figure shall be adjusted annually on July 1 by fifty percent (50%) of the annual amount of increase in the All Urban California Consumer Price Index, using December 1984 as the base.

14:4.3a Expenses

A retirant shall bear and be solely responsible for payment of all expenses including, but not limited to, travel expenses and clerical costs incurred in connection with this Contract except as specifically approved.

l4:4.3b Social Security

The District cannot guarantee that social security credit will be granted for this contract. It is the responsibility of the employee to determine eligibility.

l4:4.3c Income Taxes

The District shall withhold state and federal income taxes.

l4:4.3d Workers' Compensation

The District shall provide workers' compensation insurance.

l4:4.4 Term

The agreement shall be renewable annually for up to five (5) years.

l4:4.5 Application

Application for early retirement must be received by January l5. The District shall so notify applicants by March l if selected.

l4:4.6 Resignation

On acceptance of an early retirement participant, the employee must submit a resignation from the District.

l4:4.7 Contract

Each retirant shall sign a contract with the District which specifies the compensation, procedures for compensation, services to be rendered, and the evaluation procedures for the services.

l4:4.8 Failure to Perform

The contract may be terminated for failure to perform the assigned activity. If, in the opinion of the District, the consultant at any time fails, refuses, or neglects to completely perform any of the assigned duties under this agreement, it shall constitute a breach of the entire agreement and the District may terminate this agreement and the consultant shall return to the District any monies advanced for unrendered services. Prior to taking any action to terminate a contract for failure to perform, the consultant shall be given notice and an opportunity to be heard by the Board of Trustees.

l4:4.9 Termination by Consultant

Notwithstanding the term of years specified in section l4:4.4 herein, the consultant shall have the right to terminate, in writing, this employment agreement at the end of any of the said school years specified herein. Upon such election and acceptance by the Board of Trustees, both parties shall be free from any further obligation hereunder.

l4:5 Retirement Incentive

l4:5.l The Federation and the District will meet each year prior to December l5 to establish if retirement incentive bonuses will be offered in the current year.

l4:6 Retiree Fringe Benefits

14:6.1 Retiree Fringe Benefits

The District will make a contribution up to two hundred dollars ($200) per month for payment of health (medical, dental, and or vision) insurance premiums for a retiring teacher until the retired employee reaches sixty-five (65) based on the following conditions:

14:6.la That the actively employed unit member must be fifty-five (55) years of age or older and has been a certificated employee of the District for ten (10) years immediately preceding retirement. If a certificated employee has worked between five (5) and ten (10) years, or less than a full time contract immediately preceding retirement, the employee will be eligible for a prorated share of the two hundred dollars ($200) contribution. Any premium costs in excess of the District contribution may be deducted from State Teachers Retirement System (STRS) payments.

ARTICLE 14. RESIGNATION AND RETIREMENT (continued)

l4:6.lb That the cost of this benefit will be funded through an "up-front" deduction from any total compensation package for certificated employees for the l990-9l school year and thereafter. The funding of this benefit will include the health benefit costs (current and projected) for each particular retiring employee. The funds will be placed in a reserve.

14:7 Retirement options offered to certificated employees shall be the same options other certificated groups are offered.

ARTICLE 15. PART TIME CONTRACTS/JOB SHARES

15:1 Certificated employees may be permitted to work less than full time in the following circumstances:

15:1.1 Job Share

Job share-assignments in which an employee shares a position with another employee;

15:1.2 Part Time Contract

Part time contract-assignments in which an employee works less than full time.

15:2 Employees who desire to take part in either of the above shall make their request known in writing to the Human Resources Department. The District and the Principal involved shall meet with the requesting certificated employee to try to work out a mutually acceptable part time program.

15:2.1 Full time employees may request a leave from their full time position as per Article 12, Leaves. Full time employees shall submit their request in writing prior to March 1. Employees approved for part time contract may remain on part time contract for up to two (2) school years. At the end of two school years, employees may return to full time status, or resign a portion of their full time status to continue as a part time employee.

15:2.2 Employees approved for part time contract may, at their request, be considered for full time employment.

15:3 Salary and sick leave shall be prorated in accord with the hours worked by a full time employee in a comparable position.

15:3.1 Employees participating in a job share shall receive a prorated share of the district contribution towards health benefits.

l5:4 Employees working seventy-five percent (75%) or more of the days in a school year will be granted one (l) experience step. (139.5 of 186 days)

l5:5 Employees working less than seventy-five percent (75%) of the year will need to complete at least two (2) half- year contracts to acquire one (l) experience step.

15:6 Part time employees required to attend District staff development days which do not occur on his/her schedule workday shall be compensated 1.0 FTE per diem for such full day attendance.

ARTICLE 15. PART TIME CONTRACTS/JOB SHARES (continued)

15:7 Each year, the terms, conditions and the calendar of the part time contract will be agreed to in writing by all parties affected. A copy of the agreement shall be forwarded to the Human Resources Department.

ARTICLE 16. COMPENSATION

l6:l All NFT Salary Schedules (Exhibits A through D) shall be increased by 2% effective July 1, 2012..

l6:l.l NFT and NUSD agree to work collaboratively in the development of a three dimensional salary schedule compensation program which not only takes into account years of service and units earned, but also specific activities that address directly the needs of students.

l6:l.la The District will identify and establish a salary fund during the budget development process. This fund will include, but not be limited to the cost for teacher retiree benefits and the projected class/step increases.

16:1.1b A significant amount of any actual salary increase to employees will be allocated to adjusting and strengthening the middle of the salary schedule to keep the salary schedule competitive.

16:1.1c An IRS-125 Plan is available for employee participation.

16:1.1d The following criteria/parameters will be used to identify comparable school districts for total compensation:

- Unified school districts in the Bay Area, California
- Comparable revenue limit within 10% of Novato Unified School District
- Comparable total revenue within 10% of Novato Unified School District
- Within +/- 30% of Novato Unified School District's Average Daily Attendance

16:1.1e The following districts will be used for comparison: Alameda City Unified, Cotati-Rohnert Park Unified, Davis Joint Unified, Milpitas Unified, Morgan Hill Unified, Newark Unified, Pittsburg Unified, San Leandro Unified, Washington Unified (Yolo county), and Woodland Joint Unified.

16:1.2 Compensation for Special Education Program Managers and School Psychologists.

16:1.2a Beginning with this agreement (2006-2007) Special Education Program Managers and School Psychologists should be placed on a separate salary schedule as shown in Exhibit C. The salary schedule for Program Managers (Exhibit C) will go into effect at the beginning of the month following the ratification of the agreement between NFT and the District. The salary schedule for school psychologists will go into effect July 1, 2007.

ARTICLE 16: COMPENSATION (continued)

16:2 Extra Pay

l6:2.l Contracts will be issued annually for such extra assignments as department heads, coaches, athletic directors, music, drama, etc. The rate of pay is as set forth in Exhibit F. The contract shall indicate the assignment, salary and other general conditions. Extra duty assignments shall be made by the District no later than May l5 for the fall semester and no later than December l5 for the spring semester.

l6:2.2 The hourly rate for 2011-12 shall be $36.77. In 2007-08 and thereafter the hourly rate will be based on Class 1. Step 1 of the Certificated Salary Schedule, and subject to any negotiated salary adjustments. The hourly rate of pay will impact employees prospectively.

l6:2.2a Extra Pay/Elementary classroom teachers and specialists asked to fill in during the absence of an elementary teacher when a substitute is not available will receive a prorated compensation of the minimum hourly rate.

16:2.2b Secondary teachers asked to fill in for absent teachers shall be paid at the hourly rate for a class period.

16:2.3 Extra Pay/Professional responsibilities shown under Article 8 shall not be considered as on District designated committees. If an employee is required to work over and beyond the professional responsibilities, the employee shall be paid at the hourly rate, on District designated committees.

16:2.4 Extra Pay/Curriculum Work. Certificated employees who receive approval to take part in District authorized and established in-service workshops not included in the work year will have the option of having the District pay for the workshop or earning units.

District Authorized Work	Options
In-service workshops	District paid workshop – no units allowed Teacher paid workshop – units may be granted
Curriculum Work	Pay only

Certificated employees who receive approval to take part in District authorized and established curriculum work not included in the work year will be paid according to the Curriculum Work schedule below.

Curriculum Work Schedule

Year	Compensation Half Day	Compensation Full Day
2011-12	$80.00	$160.00

Compensation for curriculum work will impact employees prospectively. For the 2006-07 school year, the rates will go into effect at the beginning of the month following the ratification of the agreement between NFT and the District.

16:2.4a These pay provisions shall not apply to an employee who attends District in-service or curriculum work on Saturdays or in the Summer and who elects to take college units for such work.

16:2.4b For purposes of this section only, a day shall be considered six (6) to eight (8) hours and one-half (1/2) day shall be considered three (3) to four (4) hours.

16:

l6:3 Initial Placement

The Superintendent, or designee, will make the initial placement of new teachers on the salary schedule for the first year of District employment. With the exception of l6:3.6 below, a new teacher shall be placed on the schedule in accordance with training and experience.

l6:3.l Experience

16:3.1a Effective for the 2007-08 school year, new certificated employees shall receive credit on the salary schedule for experience in other public school districts and accredited private schools on a year for year basis up to a maximum of seven (7) years. This allows initial salary schedule placement up to step eight (8) of the Certificated Salary Schedule.

l6:3.lb Peace Corps experience will be credited year-for-year up to a maximum of two (2) years.

l6:3.lc Credit for experience will be granted where at least seventy-five percent (75%) of the school year was taught in one (1) teaching situation.

l6:3.2 Education

l6:3.2a Semester units or their equivalent serve as the basis for granting credit.

16:3.2b Units in excess of those needed to fulfill the requirements for the Bachelor Degree will be used for placement on the salary schedule.

ARTICLE 16. - COMPENSATION (continued)

l6:3.2c A seven hundred fifty dollar ($750) stipend will be granted to certificated personnel having 75 units or more plus an MA or MS degree. The MA or MS degree must be from an accredited school and in an area commonly taught in the schools.

16:3.2d A one thousand dollar ($1000) stipend will be granted to certificated personnel having an Ed.D. or Ph.D. The Ed.D. or Ph.D. must be from an accredited school and in the area commonly taught in the schools.

l6:3.3 Initial placement will be on the step and class which can be substantiated at the time the contract is written. Official transcripts and verification of experience must be submitted to the Human Resources Department prior to issuance of the contract. No credit will be granted at a later date for units, degrees, or experience previously earned which is not claimed on the Acceptance of Employment form. Units earned after employment will be credited pursuant to section l6:5.

l6:3.4 Any certificated employee may appeal the assigned class and step to the Evaluation Committee.

l6:3.5 Each affected member shall be given notice of placement on the seniority list. Within fifteen (l5) days of the mailing of this notice, the employee shall notify the Human Resources Department of any disagreement with the employee's placement on the list. Failure to notify the District within this period shall mean that the employee is in agreement with the placement.

16:3.6 "Effective beginning with the 2006-07 school year, the District will collaborate with NFT regarding the annual designation of teacher shortages." Based on the annual designation of teacher shortages in a specific area of instruction, the Superintendent or designee may recommend salary schedule placement year-for-year up to "eleven (11)" years of verified "certificated public or private school" teaching experience outside the District. "This allows initial salary schedule placement up to step twelve (12) of the Certificated Salary Schedule." of verified teaching experience outside the District.

l6:4 Step Advancement

l6:4.l An experience step shall be determined to mean active teaching experience for seventy-five percent (75%) of a contract year.

l6:4.2 Each certificated employee shall be granted one increment, or step, for each year of satisfactory service until the maximum in Columns I, II, III, IV, and V is reached.

16:4.3 Unit members shall be granted a longevity increment after Step 12 at Steps 14 through 18 based on their total years of service until the maximum is reached. A unit member with more than 12 years of service who transfers to columns IV or V shall be placed on the appropriate step equal to the unit member's total years of experience in the District.

l6:4.4 Teachers who have been on the last step of Columns I, II, or III for more than one (1) year and subsequently move to Columns IV or V shall be placed on the appropriate step equal to the unit member's total credited District years of experience not to exceed the number of steps in the next class.

l6:5 Class Advancement

Class advancement shall be determined upon professional growth activities which contribute to the teaching skills of the teacher. Professional growth units may be used for progression from class to class on the salary schedule. Units must be such that the teacher's proficiency in the classroom will be improved and/or the teacher's ability to teach in other assignments improved. All costs related to these units must be incurred by the employee.

l6:5.l Unit Credit

l6:5.la The term "one semester unit" shall be determined to mean a semester unit or equivalent earned at a recognized state or private university or college.

l6:5.lb The units required to advance from class to class shall be directly related to the subject(s) taught by the teacher or to the teaching major or minor of the teacher. Units shall be upper division, graduate, or professional units from an accredited college or university.

16:5.1c Lower division courses may be submitted for class advancement while a District employee. The courses, acceptable to a four-year institution toward
a degree, shall relate to the teaching major or minor or the subject area to which the employee assigned for the present or succeeding school year.

l6:5.ld Attendance at workshops may be counted for unit credit if workshops are sponsored by the State Department of Education or any recognized collegiate institution.

l6:5.2 Prior Approval of Course work

l6:5.2a The employee shall submit a Request for Prior Approval of Course work to the Human Resources Department. Any course taken without prior approval may be submitted for approval within sixty (60) days after the start of the course without prejudice.

l6:5.2b Credit will not be granted for repeat courses.

l6:5.2c In cases where credit is denied, the employee may appeal the decision to the Evaluation Committee

l6:5.3 Teachers may move only one (1) class in any one (1) semester. Exception to this would be personnel who have been granted a Leave of Absence for Study and have attended school during this period. They shall be placed at the proper place on the salary schedule upon their return.

l6:5.4 A teacher working toward a master's degree in a subject area offered in the District, such as vocational, multiple subject, single subject, administrative, or a library media specialist shall receive credit for class advancement for all units taken in fulfillment of requirements for any such degree or credential, providing the teacher has received advance approval to pursue the program from the Superintendent and/or designee.

l6:5.5 All verification for class advancement units or master's degree must be on file in the Human Resources Department prior to October l in order to obtain class advancement for that school year. In extenuating circumstances, the District may extend the deadline to October 15th. Such verification may be in the form of a report card or note from the institution granting such credit, with the understanding that official collegiate transcripts will be submitted as soon as issued by the institution, but not later than sixty (60) days after the due date.

l6:5.6 Notwithstanding any other provisions of this Article, step advancement and class advancement shall be a subject of negotiation in future contracts.

l6:6 Evaluation Committee

l6:6.l The Evaluation Committee shall consist of five (5) members to be appointed by the Federation.

l6:6.2 The term of committee service shall be for two (2) years.

16:6.3 The Superintendent or designee shall review the findings of the Evaluation Committee and make a final decision.

l6:7 Retraining/Re-credentialing

l6:7.l When the District anticipates changes in curriculum needs and program offerings which the present staff cannot fulfill, teachers will be assisted in retraining and/or re-credentialing programs.

l6:7.2 Each year by March l5, the District shall publish areas of anticipated curriculum need and program surplus by level and subject.

l6:7.3 Employees credentialed in areas with anticipated program reduction who do not possess a major or minor authorizing teaching in an alternative discipline into which the employee may be reassigned according to credential and qualifications to serve shall be eligible for this program. Recent experience shall be defined as teaching experience within the five (5) years prior to the effective date of reassignment.

l6:7.4 The Human Resources Department must approve plans for retraining and recredentialing in order for employees to receive stipends under this program.

l6:7.5 After sabbaticals have been granted for a particular school year, the balance of the sabbatical fund shall be provided to fund retraining and/or re-credentialing for the following purposes:

16:7.5a Payment of National Teachers Examination fee;

16:7.5b Payment of state-prescribed credential fees;

16:7.5c With prior District approval, payment of up to one hundred twenty-five dollars ($125), per unit for tuition costs and required texts and fees for courses taken toward a credential in designated areas of teacher shortage and/or areas of program need. Salary advancement will be allowed for courses for which the employee receives tuition reimbursement upon completion of the credential and placement in the designated position. Salary advancement will be permitted for courses for which the employee pays all costs and which meet applicable contract provisions. The teacher shall remain in the designated position for which tuition costs were paid for a minimum of three (3) years. If less than three (3) years, the teacher will reimburse the District's tuition costs.

One-half (1/2) a stipend will be granted to the employee at the time of enrollment in courses. The balance will be paid to the employee upon receipt of a transcript showing completion of the course work and a satisfactory verification of costs incurred. If the course work is not completed, the employee must compensate the District for funds advanced to date. To receive a stipend, courses must be completed after the date this agreement is signed.

l6:7.6 In the first evaluation following the retraining/re-credentialing program, the evaluator shall take into account the employee's participation in the retraining/ recredentialing process. The employee may request an evaluation of his/her performance during the first semester of the new assignment.

l6:8 Salary Payments

l6:8.l Regular certificated employees shall be paid in twelve (l2) equal payments on the last working day of the month. The checks for July and August may be received on June 30.

l6:8.2 Extra assignment contracts are paid as outlined in the contract.

l6:8.3 Hourly assigned employees are paid on the 15th of the month following the month worked if their timesheets are submitted to the Payroll Department by the third (3rd) working day of the month.

ARTICLE 16. COMPENSATION (continued)

l6:9 The cost of salary schedule adjustments, step advancement, class advancement, increased cost of retirement, sabbatical fund, worker's compensation insurance, unemployment insurance, employee benefits, added aide time, and reduction of class size shall be included in the total of increased cost for certificated personnel.

ARTICLE l7. EMPLOYEE BENEFITS

l7:l The District shall provide for the following benefits for each full time employee:

l7:l.l Dental service, Plan V, including orthodontics, for employee and dependents;

l7:l.2 Vision service for employee and dependents;

17:1.3 The maximum monthly contribution by the District to medical coverage for each employee is outlined in Exhibit D.

l7:l.4 The parties agree to establish a District committee to study cost containment of benefit offerings. If the parties reach mutual agreement, benefit offerings shall be modified accordingly at any time during the duration of the Contract.

17:1.5 Medicare benefits for those employees hired prior to March 1986 and who elect this benefit as of October 1, 1991. The employee will pay one-half (1/2) of the Medicare contribution rate.

l7:2 Part time employees who work half time or more shall be provided the following benefits:

l7:2.l Full dental and vision coverage is provided by District. The dental and vision coverage are required.

l7:2.2 Costs for health service for employee and dependents shall be prorated. Computation shall be made based on the relationship of the employee's total annual hours to a full time employee in a comparable position.

l7:2.3 Employees on contract for one (1) semester only shall receive benefits for that semester in accordance with the above provisions.

l7:3 Employees on less than half time contracts may secure benefits by prepaying the premiums, with the approval of the carrier.

l7:4 The District shall select carriers that are equal or comparable to the present carriers, after consultation with the Federation. If multiple carriers cannot be found, a single carrier which provides multiple options which are equal to or comparable with plans of the present carriers will be selected.

l7:5 Employees shall annually verify their dependents and their eligibility on forms provided by the District.

l7:6 Benefits for early retirement are described under the early retirement programs.

17:7 Utilization of benefits for certificated employees will be the same as all other employee groups.

17.8 A domestic partner is entitled to receive health benefits as outlined in Article 17:1, to the extent permitted by federal and state law. In order to qualify for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign and file with Human Resources Department an affidavit which includes the following basic requirements among others:

1. They have executed a Declaration of Domestic Partnership (available from the Marin County Clerk's Office) and filed such form with the County Clerk or have it notarized and witnessed, both conforming to the requirements of Marin County Ordinance No. 3140. A copy of the Declaration or a certificate must be submitted with the affidavit. The requirements of the declaration in addition to those listed separately:

   a) both the employee and the domestic partner have reached age 18;
   b) neither is married or has had another domestic partner within the previous six months, unless that domestic partnership is terminated by death;
   c) neither would be prevented under California law from marrying the other as a result of blood relationship.

2. All statements made at the time that the Declaration of Domestic Partnership was entered into remain true and both members intend them to remain true indefinitely.

3. Both members have the same principal place of residence and intend to continue to do so indefinitely.

4. Both members are economically jointly responsible to third parties for each other's expenses for food, shelter, and medical care and this shall remain the case for at least as long as the non–employee domestic partner is covered by the medical insurance plan.

Employees intending to cover domestic partners under the Novato Unified School District medical insurance plan should understand that as a result of applicable federal and state law, coverage of the domestic partner may not be eligible for pre-tax treatment under the District's Section 125 (IRC) plan and this may result in imputed income to the employee. Additionally, the domestic partner will not be eligible for continuing coverage through the District under the federal group continuation law known as "COBRA" or any other law.

An employee must obtain from the Human Resources Department an Affidavit for Enrollment of a Domestic Partner and a Medical Plan enrollment form. These forms must be completed and returned to the Human Resources Department, along with proof of the Declaration of Domestic Partnership during the open enrollment period or within 30 days of

the declaration of domestic partnership. The domestic partner must enroll in the same plan as the employee.

l8:l Employment Procedure

18:1.1 Announcement of summer school positions and number of paid hours shall be posted at each site by April 15 of each year.

l8:l.2 Applications will be available as noted in the posting.

l8:l.3 Applications are to be submitted to the Human Resources Department by the closing date.

l8:l.4 Bargaining unit members who are employed during the spring semester prior to summer school shall be given prior consideration for summer school teaching over outside applicants if they are credentialed, have subject(s) and/or level(s) experience, and have a satisfactory evaluation. Outside applicants (non-NUSD employees) may be employed if no District employee meets the qualifications listed above.

l8:2 Full time summer school employees shall be paid for a minimum of four and one-half (4-l/2) hours at the hourly rate for the school year in which the summer sessions commence.

18:3 Article 8. Professional Responsibility, sections 8:l - 8:4.5, apply to summer school teachers with the additional provision that any faculty meeting or department meeting called by the appropriate administrator will be attended.

ARTICLE 19. ALLOWANCES

l9:l Travel expenses for Approved Conferences and Professional Meetings

19:l.l Actual coach fares for airlines will be allowed.

l9:l.2 Mileage for travel by car will be allowed when this is the best mode of transportation. The reimbursement shall be at the IRS approved rate.

l9:l.3 Parking and toll fees will be paid.

l9:2 Mileage Allowance

l9:2.l Employees who are assigned to work in more than one location or are required to have a car at their disposal shall be reimbursed for their travel.

19:2.2 Any employee in the bargaining unit required to use his/her vehicle on assigned District business shall be reimbursed at the IRS rate per mile for all approved miles driven on behalf of the District.

19:2.3 In lieu of keeping a daily mileage log, an average usage may be established and a monthly rate set which is based on the miles times the IRS per mile rate.

l9:2.4 Payments will be made on a monthly basis on the last day of the month. Where mileage is reported, it will be paid within thirty (30) days of the reporting of the mileage.

l9:3 Hotel Expenses

The District will pay the actual room rent charged for hotel occupancy. If more than one (1) person occupies a room, and if the other occupant or occupants are not official District representatives, the District will allow the single rate for the representative. Receipts for hotel bills must accompany each claim.

l9:4 Allowance for meals when traveling will not exceed actual cost.

ARTICLE 20. PROFESSIONAL GROWTH

20:l This Article applies only to those employees who received their first clear multiple or single subject teaching credential on or after September l, l985.

20:2 Those employees to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (l50) clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within each five (5) year period. The initial five (5) year period begins September l, l985, or on the date that a credential takes effect after September l, l985. Acceptable activities shall include, but not be limited to, the following:

20:2.l Completion of courses from a regionally accredited college or university.

20:2.2 Participation in professional conferences, workshops, teacher center or staff development programs.

20:2.3 Service as a mentor teacher.

20:2.4 Participation in school or district curriculum development projects.

20:2.5 Participation in systematic programs of observation and analysis of teaching.

20:2.6 Service in a leadership role in a professional organization.

20:2.7 Participation in educational research or innovation efforts.

20:3 The District and the President of the Novato Federation of Teachers shall recommend a list of teachers and/or administrators to serve as professional growth advisors.

20:4 Before a holder of a clear teaching credential commences or amends an individual program of professional growth, a professional growth advisor shall certify to the employee that the planned program or amendment complies with the governing code sections and regulations of the Commission on Teacher Credentialing.

20:5 A holder of a clear teaching credential shall submit, at five (5) year intervals, to the Commission on Teacher Credentialing a verification by a professional growth advisor or other district designee that the holder has satisfied the minimum requirements specified in 20:2 above.

20:6 The professional growth advisor shall approve or disapprove of proposed professional growth plans independently of any evaluation that may affect the employee's employment status.

ARTICLE 20. PROFESSIONAL GROWTH (continued)

20:7 A holder of a clear teaching credential may appeal an adverse action by a professional growth advisor related to professional growth to the Commission on Teacher Credentialing as provided for by law and shall not be entitled to file a grievance regarding professional growth.

20:8 The above paragraph shall be in accordance with the State Board of Education's regulations governing professional growth.

ARTICLE 21. SAFETY

2l:l Any assault upon a unit member shall be reported promptly to his/her immediate administrator. The administrator/ designee shall take appropriate action as defined in Education Code section 44014. After consultation between the unit member and the administrator/designee, the student may be removed from that unit member's class. The unit member and administrator shall report the incident as prescribed by law to the appropriate law enforcement authorities.

2l:2 Teacher Facilities

2l:2.l Space where teachers may store instructional materials and supplies, and a locked area for personal belongings;

2l:2.2 A desk or table, chair, and one (1) filing cabinet for teacher use in each classroom or office area;

2l:2.3 A work area containing equipment and supplies to aid in the preparation of instructional material;

2l:2.4 A room furnished for use of employees as a lounge and/or dining area;

2l:2.5 Restrooms reserved for use of the employees;

2l:2.6 A parking area for the use of employees which is off-street and is designated as such.

2l:3 Replacement of Personal Property

2l:3.l Reimbursement by the District to employees for personal property lost, destroyed, or damaged shall be made only under the following circumstances:

2l:3.la The use of the personal property for instructional purposes on the school premises must be specifically approved by the site administrator in writing. Each site administrator shall maintain a list of approved items, together with the agreed value; a copy shall also be kept in the District Office.

2l:3.1b Personal items such as clothing, hearing aids, etc. are not to be interpreted as personal property referred to above. Glasses that are damaged in the course of supervising students shall be considered personal property.

2l:3.lc If the loss is not covered by the employee's insurance, the maximum reimbursement shall be five hundred dollars ($500).

ARTICLE 21. SAFETY (continued)

2l:3.2 District facilities should not be used as storage facilities for employees' personal items.

2l:3.3 If personal items are used for instructional purposes, but are not approved as reimbursable property, it is the employee's responsibility to protect them.

21:4 Unit members shall report alleged unsafe conditions to their supervisor immediately upon the identification of said condition. The supervisor shall, as soon as possible, communicate back to the unit member the status of the alleged unsafe condition.

2l:5 This Article shall apply to summer school employees.

ARTICLE 22. CONCERTED ACTIVITIES

22:l It is the intent of the parties that during the term of this Contract, the members of the unit shall faithfully and diligently perform all of the duties normally associated with their positions. There shall be no strike, slowdown, "work to rule", work stoppage, sick out, or any other failure to properly perform assigned duties by the Federation, its officers, or members of the unit.

22:2 In the event of violation of this section, the District may terminate any right granted by this Contract or by other provisions of District rules, regulations, or policy, from the employee or from the Federation, and may take steps to appropriately discipline the employee(s).

ARTICLE 23. COMPLETION OF AGREEMENT

If any provision of this Contract is held by a Court of Competent Jurisdiction to be illegal, such provision shall be invalid, but all other provisions shall continue in full force and effect.

ARTICLE 24. DURATION

24:1 This contract shall be binding upon both parties from the date of ratification until June 30, 2012.

24:2 Any reorganization plan which affects existing terms and conditions of employment shall be subject to negotiations.

24:3 This contract will be printed for distribution to all certificated employees.

ARTICLE 25. PROCESS OF CONTINUING NEGOTIATIONS

25.1 On an ongoing basis over the duration of this Contract, the District and the Federation agree to continue utilizing a problem-solving process in negotiations to reach consensus on issues and concerns. Issues and concerns will be discussed as they arise for either of the parties in this Contract.

25.2 For the purposes of negotiations, each party may re-open annually on salary, benefits and two (2) other articles of the collective bargaining agreement.

ARTICLE 26. LOCAL OPTION PROCESS

26:1 Any school or schools, department, individual, or group of individuals within the bargaining unit may request a waiver from provisions of this Contract, with the exception of articles related to compensation, subject to the following conditions:

26:1.1 Proposals for waiver shall first be discussed with the Federation and District representatives in an informal session.

26:1.2 If the waiver will affect an entire school, it must be approved by a two-thirds (2/3) vote, by secret ballot of the bargaining unit members at that school mutually conducted by the Federation and the District. If the waiver will affect only a portion of the school program, it must be approved by a two-thirds (2/3) vote by secret ballot of bargaining unit members affected at that school, mutually conducted by the Federation and the District.

26:1.3 In addition to the approval in 26:1.2, both the Federation and the District must approve any waiver before it can become effective.

26:1.4 All waivers granted under the provisions of this Local Option Process shall remain in effect only for the mutually agreed upon term. They can be renewed using the same procedure as stated in 26:1.2 and 26:1.3.

26:1.5 No member of the bargaining unit may use the grievance procedure of this Agreement to challenge the granting of such a waiver.

ARTICLE 27. TEMPORARY REPLACEMENTS

27:1 Each school year, the District will offer temporary teaching assignments equal to the number of regular unit members currently on leave. The District may also advertise and offer positions as probationary in cases of special need. As a result of increasing enrollment and/or attrition, individuals employed on temporary contracts may later be offered probationary status. District decisions regarding the offer of probationary contracts will be based upon the following criteria:

27:1.1 Projected staffing needs, i.e., grade level/subject

27:1.2 Credentials held by the temporary teacher, i.e., grade level/subject

27:1.3 Recommendations by administrators

27:2 In October the Superintendent, or his/her designee, will share information with the Federation concerning the number of unit members on leave and the number of teachers on temporary contract. Any discrepancy shall be resolved by November 1.

27:3 Upon request, the Superintendent, or her/his designee, will meet with individual teachers and/or representatives of the Federation in order to discuss decisions regarding movement to probationary status.

ARTICLE 28 – TERM AND REOPENERS

This Agreement will be effective on July 1, 2009 and shall remain in effect through June 30, 2012.

CHARTER SCHOOL

Parties agreed that any teacher who goes on leave to be employed by the Charter School will be governed by the Novato Federation of Teachers (NFT) contract by Articles related to teachers on personal leave. In the event that any school in the Novato Unified School District chooses to convert to a Charter School, negotiations regarding Charter Schools will resume.

Collaborative Agreement

The Certificated Employees Unit shall be described as follows:

All certificated employees excluding :

Superintendent
Assistant Superintendent
Directors
Principals
Assistant Principals
Coordinators
Substitute Teachers

SALARY

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year first above written.

NOVATO UNIFIED SCHOOL DISTRICT **NOVATO FEDERATION OF TEACHERS**

Cindi Clinton, President
Board of Trustees

Aaron Fix, President
Novato Federation of Teachers

EXHIBIT A

NOVATO UNIFIED SCHOOL DISTRICT
2012 - 2013 CERTIFICATED SALARY SCHEDULE
TEACHERS

TEACHER WORK DAYS--186 #40/45

RANGE Step	I BA	II BA + 30	III BA+45 or BA+30+MA	IV BA+60 or BA+45+MA	V BA+75 or BA+60+MA	MASTERS STIPEND VI BA+75 +MA/MS[1]	PhD STIPEND VII BA+75 +PhD[2]	MASTERS +PhD STIPEND VIII BA+75+ MA+PhD[3]
1	41,037	43,035	45,034	47,033	49,028	49,778	50,028	50,778
2		44,835	46,834	48,829	50,829	51,579	51,829	52,579
3		46,633	48,630	50,628	52,629	53,379	53,629	54,379
4		48,430	50,428	52,428	54,426	55,176	55,426	56,176
5		50,232	52,226	54,228	56,225	56,975	57,225	57,975
6		52,027	54,024	56,024	58,021	58,771	59,021	59,771
7		53,826	55,824	57,823	59,820	60,570	60,820	61,570
		54,826	56,824	58,823	60,820	61,570	61,820	62,570
8		55,622	57,622	59,623	61,618	62,368	62,618	63,368
		56,622	58,622	60,623	62,618	63,368	63,618	64,368
9		57,423	59,423	61,417	63,416	64,166	64,416	65,166
		58,423	60,423	62,417	64,416	65,166	65,416	66,166
10		59,221	61,218	63,217	65,213	65,963	66,213	66,963
		60,221	62,218	64,217	66,213	66,963	67,213	67,963
12				65,015	67,014	67,764	68,014	68,764
				66,015	68,014	68,764	69,014	69,764
14				66,813	68,812	69,562	69,812	70,562
				67,813	69,812	70,562	70,812	71,562
16				68,611	70,613	71,363	71,613	72,363
				69,611	71,613	72,363	72,613	73,363
18				70,412	72,413	73,163	73,413	74,163
				71,412	73,413	74,163	74,413	75,163
				72,412	74,413	75,163	75,413	76,163
20				72,212	74,213	74,963	75,213	75,963
				73,212	75,213	75,963	76,213	76,963
				74,212	76,213	76,963	77,213	77,963
22				74,012	76,013	76,763	77,013	77,763
				75,012	77,013	77,763	78,013	78,763
				76,012	78,013	78,763	79,013	79,763

2005-06/6% Increase
2006-07/4.5% + 1.92% Increase
2007-08/2.4% Increase
2011-12/2% Increase

1. Units are approved lower division, graduate or upper division units or units granted by Novato Unified School District's Staff Development activities.

2. Units counted for class advancement must have been earned after the BA/BS degree. Units are counted as semester units.

3. Effective for the 2007-08 school year, new certificated employees shall receive credit on the Certificated salary schedule for experience on other public school districts and accredited private schools on a year-for-year basis up to a maximum of seven (7) years. This allows initial salary schedule placement up to step eight (8) of the Certificated salary schedule.

   Effective beginning with the 2006-07 school year, and based on the annual designation of teacher shortages in specific areas of instruction, the Superintendent or designee may recommend salary schedule placement year-for-year up to eleven (11) years of verified certificated public or private school teaching experience outside the District. This allows initial salary schedule placement up to step twelve (12) of the Certificated salary schedule.

4. The MA/MS and Doctorate must be from an accredited institution in a field taught in the public schools.

5. Teachers who have been on Step 10, Range IV or V for two (2) years shall move to Step 12 the next fiscal year. They shall remain on each longevity step for two (2) years before moving to the next step.

6. a. For each unit member who is on Step 7 or higher on the salary schedule during the 2002-2003 school year and has worked in the District for ten (10) years or more, the base salary amount will be increased by an additional salary amount of $1000 per 1.0 FTE. Future cost of living adjustments will be applied to the base salary amount only.

   b. For each unit member who is on Step 18 or higher on the salary schedule and who has worked in the District for fifteen (15) years or more, the base salary amount will be increased by a second salary amount of an additional $1000 (for a total of $2000) per 1.0 FTE. Future cost of living adjustments will be applied to the base salary amount only.

7. New certificated employees will serve one (1) additional day for staff development

8. The hourly rate of pay for extra hire/extra duty for certificated employees is $36.77.

9. Extra duty assignments, coaches, long-term substitutes are not paid on this salary schedule. Schedule B shall be used for this purpose: Schedule B
   $29,153

10. Elementary combination class teachers will receive a stipend for eight (8) days at the per diem rate for the teacher.

[1] $750 is paid for teachers in Range V having a BA with 75 units and MA/MS and will be placed in Range VI

[2] $1,000 is paid for teachers in Range V having a BA+75 units with a Doctorate and will be placed in Range VII

[3] $1,750 is paid for teachers in Range V having a BA+75 units and both an MA/MS and a Ph D and will be placed in Range VIII

CERTIFICATED SUBSTITUTE PAY RATES:

Effective: July 1, 2008

Range	A	B	C
	$110	$157	$221

A. Day to day substitute rate

B. Daily rate for Long Term substitutes after 10 consecutive days, up to 20 days and is based on the
Schedule B Salary on the Certificated Salary schedule

C. Daily rate for Long Term Substitutes after 20 consecutive days is based on Range I, Step 1 of the
Certificated Salary Schedule.

EXHIBIT B

NOVATO UNIFIED SCHOOL DISTRICT

2012-13 CERTIFICATED SALARY SCHEDULE
DEANS & COUNSELORS

196 CALENDAR WORK DAYS
#43/48

RANGE Step	I BA	II BA + 30	III BA+45 or BA+30+MA	IV BA+60 or BA+45+MA	V BA+75 or BA+60+MA	VI BA+75 +MA/MS[1]	VII BA+75 +PhD[2]	VIII BA+75+ MA+PhD[3]
1	43,243	45,348	47,456	49,562	51,664	52,414	52,664	53,414
2		47,245	49,352	51,454	53,561	54,311	54,561	55,311
3		49,141	51,245	53,350	55,459	56,209	56,459	57,209
4		51,034	53,140	55,246	57,352	58,102	58,352	59,102
5		52,933	55,034	57,143	59,249	59,999	60,249	60,999
6		54,825	56,929	59,037	61,141	61,891	62,141	62,891
7		56,720	58,824	60,931	63,035	63,785	64,035	64,785
		57,720	59,824	61,931	64,035	64,785	65,035	65,785
8		58,612	60,721	62,829	64,931	65,681	65,931	66,681
		59,612	61,721	63,829	65,931	66,681	66,931	67,681
9		60,510	62,618	64,719	66,826	67,576	67,826	68,576
		61,510	63,618	65,719	67,826	68,576	68,826	69,576
10		62,405	64,510	66,615	68,719	69,469	69,719	70,469
		63,405	65,510	67,615	69,719	70,469	70,719	71,469
12				68,509	70,617	71,367	71,617	72,367
				69,509	71,617	72,367	72,617	73,367
14				70,406	72,512	73,262	73,512	74,262
				71,406	73,512	74,262	74,512	75,262
16				72,300	74,408	75,158	75,408	76,158
				73,300	75,408	76,158	76,408	77,158
18				74,194	76,302	77,052	77,302	78,052
				75,194	77,302	78,052	78,302	79,052
				76,194	78,302	79,052	79,302	80,052
20				76,088	78,196	78,946	79,196	79,946
				77,088	79,196	79,946	80,196	80,946
				78,088	80,196	80,946	81,196	81,946
22				77,982	80,090	80,840	81,090	81,840
				78,982	81,090	81,840	82,090	82,840
				79,982	82,090	82,840	83,090	83,840

2005-06/6% Increase
2006-07/4.5% + 1.92% Increase
2007-08/2.4% Increase
2011-12/2% Increase

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2. Units counted for class advancement must have been earned after the BA/BS degree. Units are counted as semester units.

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   Effective beginning with the 2006-07 school year, and based on the annual designation of teacher shortages in specific areas of instruction, the Superintendent or designee may recommend salary schedule placement year-for-year up to eleven (11) years of verified certificated public or private school teaching experience outside the District. This allows initial salary schedule placement up to step twelve (12) of the Certificated salary schedule.

4. The MA/MS and Doctorate must be from an accredited institution in a field taught in the public schools.

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6. a. For each unit member who is on Step 7 or higher on the salary schedule during the 2002-2003 school year and has worked in the District for ten (10) years or more, the base salary amount will be increased by an additional salary amount of $1000 per 1.0 FTE. Future cost of living adjustments will be applied to the base salary amount only.

   b. For each unit member who is on Step 18 or higher on the salary schedule and who has worked in the District for fifteen (15) years or more, the base salary amount will be increased by a second salary amount of an additional $1000 (for a total of $2000) per 1.0 FTE. Future cost of living adjustments will be applied to the base salary amount only.

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   $29,153

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[1] $750 is paid for teachers in Range V having a BA with 75 units and MA/MS and will be placed in Range VI

[2] $1,000 is paid for teachers in Range V having a BA+75 units with a Doctorate and will be placed in Range VII

[3] $1,750 is paid for teachers in Range V having a BA+75 units and both an MA/MS and a Ph D and will be
placed in Range VIII

CERTIFICATED SUBSTITUTE PAY RATES:

Effective: July 1, 2007

Range	A	B	C
	110	$157	$221

A. Day to day substitute rate

B. Daily rate for Long Term substitutes after 10 consecutive days, up to 20 days and is based on the Schedule B Salary on the Certificated Salary schedule

C. Daily rate for Long Term Substitutes after 20 consecutive days is based on Range I, Step 1 of the Certificated Salary Schedule.

EXHIBIT C

NOVATO UNIFIED SCHOOL DISTRICT

2012-13 CERTIFICATED SALARY SCHEDULE
PSYCHOLOGISTS & PROGRAM SPECIALISTS

Psychologists: 196 Work Days Program Specialists: 206 Work Days #41/46

RANGE	I	II	III	IV	V	VI	VII	VIII
Step	BA	BA + 30	BA+45 or BA+30+MA	BA+60 or BA+45+MA	BA+75 or BA+60+MA	BA+75 +MA/MS[1]	BA+75 +PhD[2]	BA+75+ MA+PhD[3]
1	47,226	49,530	51,842	54,146	56,454	57,204	57,454	58,204
2		51,610	53,916	56,223	58,531	59,281	59,531	60,281
3		53,688	55,993	58,302	60,608	61,358	61,608	62,358
4		55,760	58,070	60,375	62,685	63,435	63,685	64,435
5		57,839	60,146	62,453	64,761	65,511	65,761	66,511
6		59,913	62,220	64,532	66,840	67,590	67,840	68,590
7		61,992	64,298	66,606	68,912	69,662	69,912	70,662
		62,992	65,298	67,606	69,912	70,662	70,912	71,662
8		64,069	66,374	68,683	70,991	71,741	71,991	72,741
		65,069	67,374	69,683	71,991	72,741	72,991	73,741
9		66,145	68,455	70,758	73,067	73,817	74,067	74,817
		67,145	69,455	71,758	74,067	74,817	75,067	75,817
10		68,220	70,530	72,834	75,144	75,894	76,144	76,894
		69,220	71,530	73,834	76,144	76,894	77,144	77,894
12				74,912	77,220	77,970	78,220	78,970
				75,912	78,220	78,970	79,220	79,970
14				76,988	79,297	80,047	80,297	81,047
				77,988	80,297	81,047	81,297	82,047
16				79,064	81,376	82,126	82,376	83,126
				80,064	82,376	83,126	83,376	84,126
18				81,141	83,452	84,202	84,452	85,202
				82,141	84,452	85,202	85,452	86,202
				83,141	85,452	86,202	86,452	87,202
20				83,218	85,529	86,279	86,529	87,279
				84,218	86,529	87,279	87,529	88,279
				85,218	87,529	88,279	88,529	89,279
22				85,294	87,606	88,356	88,606	89,356
				86,294	88,606	89,356	89,606	90,356
				87,294	89,606	90,356	90,606	91,356

2005-06/6% Increase 2011-12/2% Increase
2006-07/4.5% + 1.92% Increase
2007-08/2.4% Increase

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[3] $1,750 is paid for teachers in Range V having a BA+75 units and both an MA/MS and a Ph D and will be
placed in Range VIII

CERTIFICATED SUBSTITUTE PAY RATES:

Effective: July 1, 2008

Range	A	B	C
	110	$157	$221

A: Day to day substitute rate

B: Daily rate for Long Term substitutes after 10 consecutive days, up to 20 days and is based on the Schedule B Salary on the Certificated Salary schedule

C: Daily rate for Long Term Substitutes after 20 consecutive days is based on Range I, Step 1 of the Certificated Salary Schedule

EXHIBIT D

NOVATO UNIFIED SCHOOL DISTRICT

2012 - 13 CERTIFICATED SALARY SCHEDULE
CATEGORICAL PROGRAM COORDINATOR

200 CALENDAR WORK DAYS #44/49

RANGE Step	I BA	II BA + 30	III BA+45 or BA+30+MA	IV BA+60 or BA+45+MA	V BA+75 or BA+60+MA	VI BA+75 +MA/MS[1]	VII BA+75 +PhD[2]	VIII BA+75+ MA+PhD[3]
1	44,125	46,273	48,425	50,574	52,718	53,468	53,718	54,468
2		48,210	50,359	52,503	54,655	55,405	55,655	56,405
3		50,143	52,291	54,439	56,591	57,341	57,591	58,341
4		52,076	54,225	56,373	58,523	59,273	59,523	60,273
5		54,013	56,157	58,310	60,457	61,207	61,457	62,207
6		55,944	58,092	60,241	62,389	63,139	63,389	64,139
7		57,878	60,025	62,175	64,322	65,072	65,322	66,072
		58,878	61,025	63,175	65,322	66,072	66,322	67,072
8		59,809	61,960	64,111	66,256	67,006	67,256	68,006
		60,809	62,960	65,111	67,256	68,006	68,256	69,006
9		61,746	63,896	66,040	68,190	68,940	69,190	69,940
		62,746	64,896	67,040	69,190	69,940	70,190	70,940
10		63,679	65,827	67,975	70,122	70,872	71,122	71,872
		64,679	66,827	68,975	71,122	71,872	72,122	72,872
12				69,908	72,058	72,808	73,058	73,808
				70,908	73,058	73,808	74,058	74,808
14				71,843	73,992	74,742	74,992	75,742
				72,843	74,992	75,742	75,992	76,742
16				73,776	75,927	76,677	76,927	77,677
				74,776	76,927	77,677	77,927	78,677
18				75,708	77,860	78,610	78,860	79,610
				76,708	78,860	79,610	79,860	80,610
				77,708	79,860	80,610	80,860	81,610
20				77,641	79,793	80,543	80,793	81,543
				78,641	80,793	81,543	81,793	82,543
				79,641	81,793	82,543	82,793	83,543
22				79,574	81,725	82,475	82,725	83,475
				80,574	82,725	83,475	83,725	84,475
				81,574	83,725	84,475	84,725	85,475

2005-06/6% Increase
2006-07/4.5% + 1.92% Increase
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Effective: July 1, 2008

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EXHIBIT E

NOVATO UNIFIED SCHOOL DISTRICT
CERTIFICATED MEDICAL BENEFIT PLAN
Page 99 and 100

NOVATO UNIFIED SCHOOL DISTRICT

Medical Benefit Plan

CERTIFICATED 2012/13

PROVIDER	FTE	TOTAL PREMIUM	EMPLOYEE CONTRIBUTION	NUSD CONTRIBUTION	# OF MONTHS
KAISER HMO: Traditional HMO ($15 Office Visit / $250 Hospital / No Deductible)					
Employee Only	1.0	$504.36	$276.38	$227.98	12
Employee Only + 1	1.0	$1,084.38	$582.22	$502.16	12
Employee Only + 2	1.0	$1,487.87	$849.33	$638.54	12
Employee Only	0.8	$504.36	$321.98	$182.38	12
Employee Only + 1	0.8	$1,084.38	$682.65	$401.73	12
Employee Only + 2	0.8	$1,487.87	$977.04	$510.83	12
Employee Only	0.7	$504.36	$344.77	$159.59	12
Employee Only + 1	0.7	$1,084.38	$732.87	$351.51	12
Employee Only + 2	0.7	$1,487.87	$1,040.89	$446.98	12
Employee Only	0.6	$504.36	$367.57	$136.79	12
Employee Only + 1	0.6	$1,084.38	$783.08	$301.30	12
Employee Only + 2	0.6	$1,487.87	$1,104.75	$383.12	12
Employee Only	0.5	$504.36	$390.37	$113.99	12
Employee Only + 1	0.5	$1,084.38	$833.30	$251.08	12
Employee Only + 2	0.5	$1,487.87	$1,168.60	$319.27	12

KAISER HSA - Health Savings Account ($20 Office Visit / $1250/$2500 Deductible)					
Employee Only	1.0	$397.06	$169.08	$227.98	12
Employee Only + 1	1.0	$853.68	$351.52	$502.16	12
Employee Only + 2	1.0	$1,171.33	$532.79	$638.54	12
Employee Only	0.8	$397.06	$214.68	$182.38	12
Employee Only + 1	0.8	$853.68	$451.95	$401.73	12
Employee Only + 2	0.8	$1,171.33	$660.50	$510.83	12
Employee Only	0.7	$397.06	$237.47	$159.59	12
Employee Only + 1	0.7	$853.68	$502.17	$351.51	12
Employee Only + 2	0.7	$1,171.33	$724.35	$446.98	12
Employee Only	0.6	$397.06	$260.27	$136.79	12
Employee Only + 1	0.6	$853.68	$552.38	$301.30	12
Employee Only + 2	0.6	$1,171.33	$788.21	$383.12	12
Employee Only	0.5	$397.06	$283.07	$113.99	12
Employee Only + 1	0.5	$853.68	$602.60	$251.08	12
Employee Only + 2	0.5	$1,171.33	$852.06	$319.27	12

PROVIDER	FTE	TOTAL PREMIUM	EMPLOYEE CONTRIBUTION	NUSD CONTRIBUTION	# OF MONTHS
DENTAL					
Employee Only	0.5-1.0	$164.13	$0.00	$164.13	12
Employee Only + 1	0.5-1.0	$164.13	$0.00	$164.13	12
Employee Only + 2	0.5-1.0	$164.13	$0.00	$164.13	12
VISION					
Employee Only	0.5-1.0	$16.05	$0.00	$16.05	12
Employee Only + 1	0.5-1.0	$16.05	$0.00	$16.05	12
Employee Only + 2	0.5-1.0	$16.05	$0.00	$16.05	12

EXHIBIT F

Extra Duty Stipends

1.0 Department Heads

Department heads are to be compensated at the rate of forty dollars ($40) per section in their departments. Departments must have six (6) or more sections.

2.0 Coaching

2:1 Extra duty assignments, reflected in the school plan, shall be determined by the site administrator and the site NFT representative by October 1 of each school year. Teachers maintaining full time teaching responsibilities are eligible for extra duty compensation outside contractual hours. This provision does not apply in cases where teachers are assigned a designated period, without the responsibility of scheduled students, to conduct the activities listed below.

2.2 High School Athletic Directors/General Supervision stipends High School Athletic Directors shall receive two periods of prep time as part of their full time assignment. Athletic Director Prep periods will be allocated over and above each high School's section allotment. The AD's will receive a stipend that is 26% of step 1, column 1 of the Certificated Salary Schedule, retroactive to July 1, 2006

2.3 Coaches salaries for certificated teachers who coach will be based on Step 1, Class 1 of the Certificated Salary Schedule and become effective, retroactive to July 1, 2006. Non-certificated coaches salaries will continue to be based on Schedule "B".

2.4 $100 year coaching stipend for longevity offered to classified coaches up to a maximum of 5 years.

2.5 $200 year coaching stipend for longevity offered to certificated coaches up to a maximum of 5 years.

2.6 The athletic activities shall be determined by the District. For established sports, the salary shall be as follows:

EXHIBIT F (continued)

2.6 The athletic activities shall be determined by the District. For established sports, the salary shall be as follows:

Sport	% of Base
Athletic Director	26
Middle School Gymnastics Assistant	5
JV Baseball	7.5
Frosh Baseball	7.5
Varsity Baseball Assistant Coach	6
Varsity Baseball Head Coach	9
Frosh Basketball (Girls and Boys)	6
JV Basketball (Girls and Boys)	7.5
Varsity Basketball (Girls and Boys)	9
JV Cheer & Dance	6
Varsity Cheer & Dance	6
Varsity Cross Country (Girls and Boys)*	6
Frosh Football	7.5
JV Football Assistant Coach	7.5
JV Football Head Coach	9
Varsity Football Assistant Coach	8.5
Varsity Football Head Coach	10.5
Varsity Golf (Girls and Boys)	6
Varsity Lacrosse (Girls and Boys)	$3,000
JV Lacrosse (Girls and Boys)	$2,500
JV Soccer (Girls and Boys)	6
Varsity Soccer (Girls and Boys)	7.5
JV Softball	7.5
Varsity Softball	9
Varsity Swimming (Girls and Boys)	7.5
Varsity Tennis (Girls and Boys)	6
Varsity Track	9
Frosh Girls Volleyball	6
JV Volleyball (Girls and Boys)	6
Varsity Volleyball (Girls and Boys)	7.5
JV Boys Water Polo	7.5
Varsity Water Polo (Girls and Boys)	7.5
Wrestling Assistant	7.5
Wrestling Head Coach	9

* Same person in both Girls and Boys, % of Base = 9.0

EXHIBIT F(continued)

3.0 OTHER STIPENDS	% of Base
High School (maximum of five (5))	
Debate	4.0
Drama	8.5
Instrumental Music	8.5
Modern Dance	4.0
Student Activities Coordinator	4.0
Vocal Music	6.5
Middle School (maximum of four (4))	
Athletic Coordinator	3.0
Drama	3.0
Instrumental Music	4.0
Intramural Coordinator	3.0
Modern Dance	3.0
Student Activities Coordinator	4.0
Vocal Music	3.0
Elementary School (maximum of one (1))	
Academic Competition Coordinator	1.0
Club Coordinator	1.0
Honor Band	1.0
Honor Chorus	1.0
Honor Orchestra	1.0
Student Coumcil Coordinator	1.0

4.0 High School Athletic Supervision Stipends

The District will pay teachers for supervision at athletic events according to the Teacher Stipends for Athletic Supervision listed below. Teachers who volunteer and sign up to supervise will provide active monitoring at athletic events, throughout the duration of the event,

Teacher Stipends for Athletic Supervision

Activity	Stipend
Saturday Football Games	$75.00
Tuesday/Friday Basketball Games	$60.00
Weekly afternoon events	$45.00

EXHIBIT G

Novato Unified School District
Certificated Contract Waiver Form

School Year: _____

Contract Article: 8:8.1
Secondary teachers (grades 6-12) shall not be assigned classes in more than two (2) departments or more than three (3) preparations per semester, unless the teacher has the opportunity to consult with his/her NFT representative and agrees in writing on the appropriate waiver form (Exhibit G).

The Novato Federation of Teachers and the Novato Unified School District, "Parties,"

agree to waive Article 8:8.1 of the contact beginning (date) _____ and ending (date) _____.

After the opportunity to consult with my NFT representative I, _____, agree to accept an assignment in more than two departments or more than three (3) prep periods per semester as described below.

_____	_____
Principal	Date
_____	_____
NFT Representative	Date
_____	_____
Teacher	Date

Cc: White-Human Resources, Yellow-Teacher, Pink-Principal

EXHIBIT H

Certificated Contract Waiver Form

School Year: _____

Contract Article: 9:2.2

9:2.2 The maximum of one hundred fifty-five (155) may be exceeded and additional compensation provided per Exhibit K for a teacher under the following conditions:

9:2.2a A written agreement exists between the teacher and the administration of the school.

9:2.2b The department average does not exceed one hundred fifty-five (l55) pupils per teacher.

9:2.2c Completion of the appropriate waiver form (Exhibit H)to meet the needs of 9:2.2a

The Novato Federation of Teachers and the Novato Unified School District, "Parties," agree to waive Article 9:2.2 of the contact beginning (date) _____ and ending (date)_____.

After the opportunity to consult with my NFT representative I, _____, agree to accept an assignment in excess of 155 students per day as described below.

_____

_____

_____	_____
Principal	Date
_____	_____
NFT Representative	Date
_____	_____
Teacher	Date

EXHIBIT I

Certificated Contract Waiver Form

School Year: _____

Contract Article: 9:3

9:3.1 As set by the Principal, after consultation with the departments, class size shall be as equitably distributed as possible. Every effort shall be made to balance Physical Education class size by grade level and gender. No more than two hundred thirty (230) students daily per teacher shall be assigned in the PE department.

9:3.2 The maximum of two hundred thirty (230) may be exceeded and additional compensation provided per Exhibit K for a teacher under the following condition~~s~~:

9:3.3 A written agreement exists between the teacher and the administration of the school. (Exhibit I)

9:3.4 The department average does not exceed two hundred thirty (230) students per teacher.

The Novato Federation of Teachers and the Novato Unified School District, "Parties," agree to waive Article 9:3 of the contact beginning (date) _____ and ending (date) _____.
After the opportunity to consult with my NFT representative I, _____, agree to accept an assignment in excess of 230 students per day as described below.

_____

_____

_____	_____
Principal	Date
_____	_____
NFT Representative	Date
_____	_____
Teacher	Date

EXHIBIT J

(PAR) MEMORANDUM OF UNDERSTANDING
BETWEEN
NOVATO FEDERATION OF TEACHERS AND
NOVATO UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

Introduction and Purpose of the Agreement

PHILOSOPHY

The Peer Assistance and Review Program (from here on referred to as PAR) is a cooperative effort by Novato Unified School District (DISTRICT) and Novato Federation of Teachers (NFT) to assist permanent teachers in need of development in subject matter knowledge or teaching methods for the purpose of improving instruction. PAR is a major step in expanding the authority of teachers in managing the profession by utilizing their expertise together with that of management to provide collegial support, assistance and review.

PURPOSE

The parties desire to establish and maintain a program, pursuant to Education Code section 44500 et seq., to provide assistance to permanent teachers employed by the district who are in need of assistance in subject matter knowledge or teaching methods. The program shall establish a feedback mechanism that allows exemplary teachers to assist permanent teachers in need of development in subject matter knowledge or teaching methods or both. Criteria by which this is measured shall be the California Standards Teaching Profession (CSTP) and Board adopted criteria. The PAR Program shall be reviewed annually and revised as negotiated.

GOALS

The PAR program will:

a. provide a consulting teacher to permanent teachers REQUESTING assistance, (voluntary participants)
b. provide a consulting teacher to those permanent teachers who have received an unsatisfactory evaluation in subject matter knowledge and teaching methods (referrals)
c. design a professional development program and an appropriate evaluation process and time line for classroom teachers in the program,
d. design appropriate PAR related feedback teacher forms that are consistent with the program.

THE JOINT PANEL

The Peer Assistance Program will be administered by a joint Panel, which shall consist of 5 members, 2 of whom will be selected by the District, and 3 of whom shall be classroom teachers who are members of NFT and selected by a vote of all teachers as coordinated by the Federation. (One classroom teacher representative will be from grades K-5, one from grades 6-

EXHIBIT J (continued)

8, and one from grades 9-12). The Panel will be chaired in the first year by a Teacher Representative, and in
the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Federation representatives and District representatives.

COMPENSATION AND TERM OF THE JOINT PANEL

Members of the Panel shall receive release time to perform their duties. Meetings shall be held on a regular teacher workday. If meetings extend past 4:00 PM or are scheduled on a non-teacher workday the panel members shall be compensated at an hourly rate of $40.00. The Panel shall meet at times and places as they shall determine. In no event shall the Panel meet less than 3 times in a given school year.

The initial term of service for teacher Panel members shall be staggered as follows: one 1-year term, one 2-year term, and one 3-year term determined in advance of election. The initial term of service for district panel members shall be staggered as follows: one 2-year term and one 3year term. All subsequent District Panel members and all subsequent teacher members shall serve for 3 years. All actions of the Panel shall be approved by an affirmative vote of at least four members. The District shall provide secretarial and clerical support to the Panel.

PANEL RESPONSIBILITIES

The responsibilities of the Panel shall include (but not be limited to) the following:

1. Selecting Consulting Teachers and providing for their training prior to participation in the program.

2. Establishing its own rules of procedure, including the method for the selection of a Chairperson.

3. Reviewing reports prepared by Consulting Teachers.

4. Making recommendations to the Governing Board of the District concerning referred Participating Teachers, including forwarding the names of participants to the Governing Board prior to April 15th of each school year who after sustained assistance, are unable to demonstrate satisfactory improvement.

5. Annually review and prepare a written report on the impact of the Peer Assistance Program including recommendations for improvement if any.

6. Preparing written guidelines for Consulting Teachers and their activities,

7. Arranging training for the PAR Panel as necessary.

8. Oversee the development of an assistance plan (professional development plan) for participating teachers in conjunction with the assigned consulting teacher.

EXHIBIT J (continued)

9. Releasing a Consulting Teacher who fails to perform their duties. Such termination will not be subject of the grievance procedure.

10. Monitoring and revising the program budget and assigning the caseload of consulting teachers.

CONSULTING TEACHERS

Consulting Teachers (CT) Selection

The PAR Panel shall select Consulting Teachers who will assist participants in the Peer Assistance Program. The Panel shall select no more than one Consulting Teacher for each 2 participants in the PAR Program.

Consulting Teachers shall have the following minimum qualifications:

1. A permanent teacher of the District and member of NFT.

2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in difference contexts.

3. Substantial recent classroom experience of at least five years.

REFERENCES

District teachers may apply for a Consulting Teacher position by way of application. Notice of an opening based upon the expiration of the term of another Consulting Teacher's position shall be on a form prepared by the Panel. Notice of an opening based upon the expiration for the term of another Consulting Teacher shall be posted at each school site no later than thirty (30) calendar days prior to the expiration of the term. However, when a vacancy is created due to the need for additional or replacement Consulting Teachers and the Joint Panel determines that further applications are desired, the notice shall be posted as soon as practical. All applications and references shall be treated confidential.

The PAR panel shall then solicit the confidential assessment of the applicant from the supervising administrator at the site at which the candidate is currently assigned.

Candidates must also submit two letters of recommendation, with at least one from a classroom teacher at a site where the candidate has worked. Based on a review of the application and any other assessment the panel deems necessary, the Panel will select candidates for an interview. Part of the interview process shall include a classroom observation of each candidate by at least one Panel member.

Consulting teachers shall be selected by an affirmative vote of at least four (4) members of the Joint Panel

EXHIBIT J (continued)

Compensation and Term

CONSULTING TEACHERS RELEASE

A Consulting Teacher shall be provided release time from their regular duties as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may serve in the position for one (1) consecutive term with an annual review and annual approval of the joint panel contingent upon state funding.

Consulting Teachers working with referred teachers shall receive an annual stipend of $2,500 per referred teacher not to exceed two (2) referred participating teachers. Caseload will be determined by the panel (pro-rata). The Joint Panel will review and validate the Consulting Teacher's efforts with the Participating Teacher.

Consulting Teachers working with voluntary participants shall receive an annual stipend of $1250 per participant for up to two (2) voluntary participants. In situations in which there are extenuating circumstances the Consulting Teacher may request adjustment of the stipend up to $2500.

Consulting Teachers shall have the responsibility for no more than two (2) participating Teachers. The hours of assistance and support shall be determined by the assistance program and reviewed by the PAR Panel. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, and in consultation with the panel, will assist the Participating Teacher.

The PAR Panel will make every effort to ensure compatibility between the Consulting Teacher and the Participating Teacher. Any Participating Teacher may address concerns on this issue to the PAR Panel.

As soon as practical after referral to the Program, the Participating Teacher will be assigned a Consulting Teacher. The Consulting Teacher will then arrange a meeting, to be attended by the Consulting Teacher, the Principal of the Participating Teacher, and the Participating Teacher. The employees performance will be discussed as well as recommendations for improvement. Based on these discussions, the Consulting Teacher and Participating Teacher will prepare a written Assistance Plan, which will list the goals and objectives for improvement. The performance goals for an individual teacher shall be in writing, clearly stated, aligned with pupil learning and consistent with section 44662 of the Ed Code. The Panel will review and approve said plan, and provide such modifications to the plan as is consistent with the standards of the California Standards Teaching Profession and district standards.

Thereafter, the consultant shall make multiple observations and prepare progress reports for the Panel and Participating Teacher in intervals of not less than thirty (30) school days and shall appear before the Panel on a regular basis to discuss the progress of the Participating Teacher. The program shall expect and strongly encourage a cooperative relationship between

EXHIBIT J. - (continued)

the Consulting Teacher and the Principal with respect to the process of PAR. The Principal of the participating Teacher may also be called to provide an assessment. The written Progress Reports shall be on forms approved by the Panel and shall, at a minimum, include an assessment as to whether the Participating Teacher is making satisfactory progress toward the written assistance plan.

For Teachers who have been referred to the Program involuntarily, the Consulting Teacher shall prepare a Final Report by April 1st, which will detail, among other things, the progress made by the Participating Teacher and the progress toward the goals identified in the written assessment plan. The Final Report shall address any evaluations given to the Participating Teacher while the Participating Teacher is in the Program. All Progress Reports and the Final Report shall be placed in the personnel file of the Participating Teacher. The Participating teacher shall have the right of reply to all Progress Reports as well as the Final Report and said reply shall be appended to the report.

The Final Report may be used by the District in any personnel decisions or proceedings regarding the Participating Teacher. The Final Report shall be forwarded to the Governing Board on or before April 15th. Nothing herein shall be interpreted as limiting the authority of the Governing Board to institute any form of discipline, for example dismissal, of the Participating Teacher at any time.

It is anticipated that a referred Participating Teacher will stay in the PAR Program from May 1 through March 31. However, Participating Teachers may, under special circumstances, remain in the Program for an additional 6 months, upon an affirmative vote of at least 4 members of the Panel.

PARTICIPATING TEACHERS

The support program for beginning teachers (1st or 2nd year in the profession) shall be Beginning Teacher Support and Assessment. Compensation for BTSA providers will be $1,000 per semester, not to exceed $2,000 per assigned teacher.

METHODS OF PARTICIPATION

Teachers may be referred to the Peer Assistance Program in one of two ways: By receiving an unsatisfactory performance evaluation in the areas of subject matter knowledge, and or teaching methods or by voluntary self-referral by the teacher.

A volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. Permanent teachers desiring assistance in improving their teaching may apply to the PAR Panel for such assistance on a confidential basis.

The PAR Panel shall have the authority to accept or reject such voluntary participants. Voluntary participants shall participate for at least one semester.

EXHIBIT J (continued)

If a teacher is accepted into the PAR program as a volunteer, documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis. This is only peer assistance and no evaluation or documentation will be placed in their personnel file unless they so choose.

The referred Participating Teacher has the right to be represented throughout these procedures by the Federation representative of his or her choice.

Confidentiality of Materials

REFERRED PARTICIPATING TEACHERS

Documents generated by Consulting Teachers and Panel Members regarding referred Participating Teachers as part of the assistance process set forth in this Agreement shall be deemed personnel records and shall remain confidential to the extent required by law such as subpoena by the Court. The District reserves the right to such documents in subsequent disciplinary actions against referred Participating Teachers.

VOLUNTARY PARTICIPANT

The panel may review reports at their discretion, these documents are confidential.

DISTRICT'S DUTY TO IDEMNIFY

The District shall defend, indemnify, and hold harmless the Federation, individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.

GRIEVANCE PROCEDURE

These provisions are not subject to the grievance procedure contained within the Collective Bargaining Agreement between the parties, and not to any grievance procedure contained within Board Policies or District Regulations.

The PAR Panel shall address any complaints or issues raised by the Participating Teachers or the Consulting Teachers. A Referred Participating Teacher may request a meeting with the PAR Panel at any time.

FUNDING

Expenditures for the Program shall not exceed funds made available through passage of AB1x.

EXHIBIT K

NOVATO UNIFIED SCHOOL DISTRICT
Additional Compensation Formula

[Step 10-Range IV] ÷ [# of student contacts per day] ÷ [# working days] x [added compensation]= rate student contact per day

Example:
Intermediate (4th – 5th)
Step 10-Range IV ($61, 977) ÷ 30 students ÷ 186 days x 1.5 =$16.66 per student contact per day

Secondary (6th – 12th)
Step 10-Range IV ($61,977) ÷ 155 students ÷ 186 days x 1.5 = $3.22per student contact per day

EXHIBIT L

NOVATO UNIFIED SCHOOL DISTRICT
Certificated Waiver Form

Teacher: _____ Site: _____

The Novato Federation of Teachers Executive Board and the District has agreed to waive **Section 8:6.1** (see below) of the current NUSD/NFT contract. After consultation with the teacher named above, the Union and the District agrees to a one-time exception to the contract, beginning on _____and ending on _____. After a full explanation of the consequences, the teacher has willingly agreed to this assignment.

Assignment Details: The teacher named above has agreed to work as an FTE 1.2 and be fully compensated for the extra assignment.

8:6.l Teachers working full time in grades 6-12 shall have one (1) preparation period per day. Full time, 9-12, grade unit members shall be assigned six (6) contiguous periods including one (1) prep period.

_____	_____	_____
NFT Officer	Principal	Teacher
_____	_____	_____
Print Name	Print Name	Print Name
Date _____	Date _____	Date _____