

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

**Tentative Agreement
June 6, 2013**

Article 3 Employee Rights/Federation Rights

3:1.5 Public Charges

3:1.5a 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 within five days per Board Policy 1312.1. ~~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.

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

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, NFT, 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, shall reimburse the District for the leave according to current law** within 10 days of the District's request.

Article 5 Grievance Procedures

5:5.2a Level IV – Voluntary Mediation

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.

5:5.3a ~~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.

Article 7 Work Year

7:2 Calendar

The parties agree that a District committee shall be established to develop and propose a calendar for ~~the following~~ future years. 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

8:4 Extracurricular Activities

8:4.1b Attendance Supervision at graduation ceremonies, honor award assemblies, plays, concerts, dances, or athletic events. ~~No e~~ Certificated employees shall be expected to **sign-up and attend no** more than three (3) such activities per year. ~~For the purposes of this section, attendance is not to be construed as a supervisory role.~~

8:6.1 Preparation Time

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

~~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.~~

Article 9 Class Size

9:2.1 a Classes taught by teachers above or below a full time position (1.0 FTE) shall not exceed an average of 31 students per class. Teachers whose assignments are split between academic department lists and other classes shall not exceed an average of 31 students per class in those academic courses.

9:2.1b The maximum individual class size for the classes listed in 9:2.1 shall not exceed 34 students.

9:3.6 Individual PE classes shall have a maximum size not to exceed 46 students.

9:5.3 Case loads for counselors shall not exceed 350 students. Counseling shall be distributed between sites in order to maximize equity between schools and case loads.

Article 10 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~~ ineffective evaluation with constructive recommendations for improvement and the offer of assistance. The evaluation procedure is to be continuous in nature.

10:1.1c Engaging and supporting all students in learning. Plan: Creates and implements lessons and instruction based on district-adopted curriculum, approved course outlines and California content and language standards with demonstration of current content and pedagogy knowledge.

10:1.1d Establishment of a suitable learning environment within the employee's scope of responsibility/creating and maintaining effective environments for student learning. Teach-Environment: Creates an organized and rigorous learning environment with high learning expectations and support for all students.

10:1.1e The instructional techniques and strategies used by the employee/planning instruction and designing learning experiences for all students. Teach-Instruction: Demonstrates knowledge of subject matter standards and promotes critical thinking through effective strategies.

10:1.1f The employee's adherence to curricular objectives and understanding and organizing subject matter. Learn: Demonstrates ability to improve student growth based on multiple measures.

10:1.1g Developing as a professional educator. Increase Effectiveness: Collaborates to analyze, discuss and share strategies to promote student learning and reflects and refines teaching practices.

10:1.6g 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 **shared equally between the district and the employee.** ~~paid by the employee.~~

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 **shared equally between the district and the employee.** ~~paid by the employee.~~

Article 11. Transfer

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~~ **utilizing** the following criteria in this order:

Article 12 Leaves

12:1.8 **Upon the request of the employee**, employees hired by the District shall have transferred the cumulative sick leave from another California school district as entitled by law.

12:2 Bereavement Leave

~~**12:2.1**—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.~~

12:1 Bereavement Leave

12:1.1 A regular employee shall be granted bereavement leave at full pay in the event of the death of any member of his or her immediate family.

12:1.2 A regular employee shall be granted bereavement leave at full pay for five (5) days in the event of the death of a member of the immediate family of the employee.

12:1.3 For the purpose of this article, members of the immediate family include: spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother, father, grandmother, grandfather, sibling, step-mother, step-father, mother-in-law, father-in-law, grandchild, legal foster parents, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, domestic partner, or any person living in the immediate household.

12:1.4 Employees shall be granted necessary release time for attendance at local funeral services of current or former employees of the District. Prior approval is required to ensure necessary District services. Approved leave will be charged as personal necessity leave. If approval is denied an employee by the immediate supervisor, the employee may appeal to the Human Resources Office.

12:6.2 Entitlement to industrial accident or illness leave will be based on the findings of an outside vendor by Employer's Self Insurance Service (ESIS) that the disability has been due to industrial accident or illness. In such 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.

12:4 — Parental Leave

12:4.1 — 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.~~

~~**12:4.1b** 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.~~

~~**12:4.1c** 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.~~

~~**12:4.1d** 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.~~

~~**12:4.1f** The employee shall be granted two (2) days of paid leave for the birth or adoption of a child.~~

12:4 Maternity and Parental Leave

12:4.1 Maternity Disability Leave

12:4.1a This leave commences with the onset of disablement due to pregnancy unless the employee is on a Board approved uncompensated leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certifies, in writing, on the form prescribed by the District, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

12:4.1b Employees shall give reasonable notice to the District of pregnancy. An employee may continue to work until such time that the attending physician deems that her physical inability to perform her duties requires the commencement of maternity disability leave.

12:4.1c A letter from the employee's physician certifying that the employee is pregnant and the expected date of birth of the child shall accompany the request for such leave.

12:4.1d The employee's request for such leave shall specify the inclusive dates that the employee desires to have the leave.

12:4.2 Parental Leave

Certificated employees shall be granted a two-day paid leave for the birth or adoption of a child without loss of compensation or accrued leave time.

12:4.2a Parents who wish to absent themselves from duty may request an uncompensated parental leave. This leave shall be granted for up to one year at a time.

12:4.2b The employee who intends to take such a leave shall notify the District in writing at least forty-five (45) days prior to the commencement date of the leave. This request shall include the fact that the employee has the primary responsibility for childcare.

12:6.2 Entitlement to industrial accident or illness leave will be based on the findings ~~by of an outside vendor~~ Employer's Self Insurance Service (ESIS) that the disability has been due to industrial accident or illness. In **such** 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.

12:7.4 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~~ **compensate the District according to current law.** ~~all salary and related costs of the employee.~~

12:8.1 Leave for Personal Reasons

After four (4) years of continuous satisfactory service to the District, an employee is eligible to request of the Board **by March 15** a leave of absence **for the upcoming year** 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.

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

12:8.1e The needs of the District and its students

12:8.1f **Employment Outside of the District**

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 16 Compensation

~~**16:1** — All NFT Salary Schedules (Exhibits A through D) shall be increased by 2% effective July 1, 2012.~~

~~**16:1.1** — 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.~~

~~**16:1.1a** — 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.~~

~~**16:1.2** 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.~~

~~**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 make 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. up to Step 12.~~

16:6 Salary Evaluation Committee

16:6.1 The Evaluation Committee shall consist of five (5) members to be appointed by the Federation, **including a representative from Human Resources.**

Article 17 Employee Benefits

17:1.4 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. **The Federation and the District shall consult on any changes that the committee recommends prior to implementation.**

Article 20 Professional Growth –

~~**20:1**— This Article applies only to those employees who received their first clear multiple or single subject teaching credential on or after September 1, 1985.~~

~~**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 (150) 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 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:~~

~~**20:2.1** 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.

~~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 24 Duration and Reopeners

~~24:1~~ This contract shall be binding upon both parties from the date of ratification until June 30, 2015.

~~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~~ ~~24.2~~ 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.

~~25.2–24.3~~ 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 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.

Extra Duty Stipends/Appendix

Extra Duty Stipends

1.0 Department Heads

Department heads are to be compensated at the rate of forty dollars (\$40) .1% of base per section in their departments. Departments must have six (6) or more sections.

2.0 Extra Duty Assignments and Coaching (Exhibit F)

2.1 ~~Extra duty assignments, reflected in the school plan, Exhibit F stipends 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~~ Full time 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~~ **Exhibit F stipends for NUSD 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~~ **stipends** will continue to be based on Schedule "B".

2.4 ~~\$100 year coaching~~ A stipend for longevity **equal to .5% of base shall be** offered to ~~classified~~ **walk-on** coaches up to a maximum of 5 years **(2.5%)**.

2.5 ~~\$200 year coaching~~ A stipend for longevity **equal to 1.0% of base shall be** offered to certificated coaches up to a maximum of 5 years **(5.0%)**.

_____	_____
NFT	Date
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District Representative	Date
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District Representative	Date
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District Representative	Date