

Agreement between the
Newark Teachers Association
and the
Newark Unified School District
2019-2022

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PREAMBLE

- A. Academic freedom is fundamental to education.
 - A.1 All instruction shall be fair, accurate, objective, and supportive to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. The District acknowledges the need to protect unit members from any censorship or restraint, which interferes with the unit members' obligation to pursue truth in performance of his/her teaching functions.
 - A.1.1 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
 - A.1.2 Within the bounds of Board policies and administrative regulations, adopted District curriculum, curriculum prescribed by the State of California and other legal requirements, unit members shall have discretion on their teaching methodologies.
 - A.2 There shall be support and free discussion of controversial topics relevant to the classroom and the adopted course of study. Good judgment shall be exercised by employees so as to allow equal expression of all sides involved however controversial. Teachers should lead and guide all discussions in an impartial manner and shall not advocate a particular political, religious, or controversial position.
 - A.3 A unit member shall be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.
 - A.4 Employee discipline shall not be used to deny any individual his/her academic freedom rights.

ARTICLE 1: AGREEMENT

- 1.1 This is an Agreement between the Board of Education of the Newark Unified School District, (“District”) and the Newark Teachers Association/CTA/NEA (“Association”) entered on the date set forth on the signature page.
 - 0.1.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code, known as the Educational Employment Relations Act.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for that unit of certificated employees in the following classifications:
 - 2.1.1 All full-time and part-time certificated classroom teachers, resource teachers, teachers on special assignment, counselors, school psychologists, speech clinicians, program specialists, librarians, school nurses, learning center teachers, department chairs, temporaries and substitutes on contract, and adult school teachers.
- 2.2 This unit shall exclude all other employees of the District as of the ratification date of this Agreement. Among those exclusions are all classified employees, all certificated employees not specifically included above, all confidential employees as designated by the District, and all management employees as designated by the District.
- 2.3 The District will inform, and upon request, consult with the Association (within the meaning of the last paragraph of section 3.3.2) about the creation of any new certificated classifications in the bargaining unit (i.e., one which is not included in section 2.1.1 above) and will provide the Association with a job description of the position consistent with the foregoing definition of consultation as soon as practical to do so.

ARTICLE 3: ASSOCIATION RIGHTS

- 3.1 The Association shall have the right to:
- 3.1.1 Represent employees in the certificated bargaining unit in accordance with state and federal law and have access at reasonable times to areas in which unit members' work.
 - 3.1.2 Use designated institutional bulletin boards, mailboxes, electronic mail, fax machines, the Internet, and the District mail system, pursuant to Board Policy/Administrative Regulation 4040 (see Appendix O), at reasonable times for the posting or transmitting of information or notices. Copies of any bulletin or notice given general distribution to unit members or Association members will also be provided to the principal of the school(s) where distributed and to the Superintendent.
 - 3.1.3 Use, without charge, of instructional facilities and buildings subject to Civic Center Act requirements.
 - 3.1.4 The name, job title, department, work location, site phone extension, home address, personal email address and personal cellular telephone numbers (if on file with the District) of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. The District shall also provide the Association with a list of that information for all employees in the bargaining unit at least every 120 days.
 - 3.1.5 Receive electronic notification of the availability of the agenda and attached materials 72 hours in advance of all regularly scheduled Board meetings and 24 hours prior to any special Board meeting. Receive electronic notification of all Board of Education regularly scheduled meeting dates. Public Board of Education materials not generally distributed shall be available to the Association upon reasonable request.
 - 3.1.6 Designate a local site representative and alternate per Association by-laws. The Association shall notify the District of the designated site representatives by October 1 of each school year. The Association further agrees to notify the District within 15 days of any change in designated representative(s).
 - 3.1.7 The Association shall be provided 20 days of Association Business Leave (ABL) for the president and/or president's designee(s) to conduct the lawful business of the Association. The Association shall be granted a total of 20 additional days of paid leave (ABL) for which the Association (NTA or CTA) shall reimburse the District for the actual cost of providing a substitute at the daily substitute rate or the actual cost whichever is lower. ABL shall be reported through normal District leave reporting procedures. The Association shall provide the District within 30 days of ratification of this Agreement with the name(s) of its officer(s) or agent(s) permitted to utilize or authorize this leave. Association Leave shall be utilized subject to normal District leave request and reporting procedures and upon at least five (5) work days prior notice to the District, except in cases where unforeseen circumstances prevent such notice, in which case, the notice shall be provided as soon as possible.
 - 3.1.8 The right of payroll deduction for payment of organizational dues shall be accorded

to the Association. Association membership dues and associated fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues/fees as voluntarily authorized in writing by the unit member on an Association approved form subject to the following conditions:

3.1.8.1 Such deductions will be made upon submission to the District by the Association a list of unit members who have duly completed and voluntarily executed the Association approved membership dues deduction authorization form.

3.1.8.2 The District shall not be required to implement any new or changed dues deduction until the pay period commencing 20 days or more after submission.

3.1.8.3 With respect to all sums deducted by the District pursuant to this Article, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

2.0.7.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The parties agree that membership – adding new members, maintaining current members, or dropping members who complete the process with the Association to do so – is entirely a function of the Association, and no part of this Agreement may interfere with the Association membership process.

3.1.8.5 The Association agrees to pay reasonable legal fees and legal costs incurred by the District in defending against any court action or administrative proceeding challenging the legality or constitutionality of this Article or the implementation thereof, and to pay any judgment or settlement arising out of such action or proceeding; provided that the Association shall have the right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

3.1.9 On two Mondays per month, Association Executive Board members, designated site representatives and NTA committee chairs shall be allowed to leave their sites at 3:30 p.m. to attend NTA meetings held outside the District.

3.2 Presidential Service Leave

3.2.1 The District annually shall grant Presidential Service Leave (PSL) to the Association President or up to two Association Co-Presidents. Annual PSL shall not exceed one half (1/2) of one Full Time Equivalent (FTE). If the Association requests more or less than a leave of one half (1/2) of one FTE, whether or not the Association has a President or Co-Presidents, the District and the Association shall mutually agree in writing upon the proportions of leave.

Such agreement shall be applicable to one academic year only.

3.2.2 Each year, within ten (10) school days of the certified NTA election results, the Association shall notify the District as to the percentage FTE of PSL the Association will use during the following school year.

3.2.2.1 The District shall notify the Association within thirty (30) days of the Association's request of any difficulties in locating a qualified replacement and the Association shall collaborate with the District to resolve the problem.

3.2.3 Presidential Service Leave shall be with pay. The Association shall reimburse the District the PSL percentage of one Full Time Equivalent (FTE) at the cost of a unit member whose salary is Column 1, Step 1 of the Certificated Salary Schedule plus salary driven costs by June 30th of the current school year.

3.2.4 The person(s) on PSL shall be entitled to participate in health and welfare benefit plans on the same basis as full-time employees and suffer no loss of seniority or retirement credit.

3.2.5 Upon expiration of the period of leave, persons shall be returned from PSL in accordance with Section 11.1.5 below.

3.3 Right to Consult

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum to the extent such matters are within the discretion of the District under law.

3.3.1 The District shall give timely written notice to the Association on matters subject to consultation, including those matters listed in section 3.3.2.

3.3.2 Upon request of the Association, the District agrees to consult when the District is contemplating any of the following:

3.3.2.1 a change in the curriculum and/or course content;

3.3.2.2 the selection of textbooks;

3.3.2.3 In-service training or staff development, whether provided on a staff development day or on a shortened day which is dedicated to this purpose;

3.3.2.4 the adoption of a comprehensive student assessment program including the use of technology;

3.3.2.5 a change in elementary preparation period curriculum specializations; and

3.3.2.6 accounting of student instructional minutes.

“Consultation” as used in this Agreement shall be defined as follows: Discussions which provide each party with a meaningful opportunity to materially impact, influence and shape decisions before they are made. This consultation does not limit any of the rights contained in Article 4.

- 3.3.3 The Association shall be notified by the District of the intention of the District to review, revise, or create any of the above prior to any committee work being started.
- 3.3.4 The Association shall be consulted on the composition of District committees providing the consultation services listed above. The District will inform the Association of any changes in the committee composition so that the Association may submit suggested replacement members.
- 3.3.5 The Association shall be provided with a list of all district-level committees and their composition annually, as soon as feasible.

3.4 Site Communication Procedures

- 3.4.1 The parties agree that two-way communication and discussion of unit members and administrators' concerns which may arise from time to time over school level policies and procedures is to be encouraged. Each school site shall determine the means and methods by which to accommodate two-way communication and discussion of school level policies and practices contemplated by this article.
- 3.4.2 The purpose of two-way communications between teachers and site administration is to resolve informally and expeditiously as possible concerns that impact the District's educational program; the ultimate goal of the forum is program improvement.

3.5 Curriculum Council

Except as stated below, nothing contained herein shall be interpreted as changing past practice with respect to the Curriculum Council.

The parties agree that the Association will appoint three (3) unit members to the Curriculum Council. One of these appointees will come from the elementary schools, one from the junior high school and one from the high school. The parties further agree that the bylaws for the Curriculum Council will reflect these agreements.

3.6 New Employee Orientation

- 3.6.1 During the beginning of the year new employee orientation, Association representatives are invited and given time within the orientation to address and communicate with new certificated staff.
- 3.6.2 The Association all receive not less than 10 days' notice in advance of the foregoing orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.
- 3.6.3 The Association shall be given 60 minutes to address, communicate with, and distribute CTA and NTA related literature of its choice to new certificated staff who are in attendance.
- 3.6.4 The Association shall have access to available audio-visual equipment for presentation purposes.

3.6.5 Individual/Group Orientations: Orientation sessions may also include individual (one-on-one) new hire meetings with a Human Resources representative and/or group orientation sessions for employees hired during the school year.

3.6.5.1 The District shall give the Association notice as soon as possible following the hiring decision. An Association representative shall be given up to 30 minutes following the onboarding process to conduct an orientation session. If this occurs during the representative's work day, such time shall be scheduled, if feasible, during the representative's non-duty/non-instructional time in order to prevent/minimize disruption to normal work operations.

3.6.6 The Association membership packet provided by the Association to the District shall be included in District orientation materials provided to newly hired certificated employees.

3.6.7 As used in this section, all references to certificated employee(s) refer(s) only to those who are included in the bargaining unit represented by the Association (see Article 2).

ARTICLE 4: DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the organization to the full extent of the law. Such duties and powers include, but are not limited to the following: to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staff patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and, take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.

- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.1 General Provisions

- 5.1.1 A grievance is defined as a formal written statement by a unit member or the Association alleging that the District has violated a term of this Agreement.
- 5.1.2 Should the Association's right to grieve be overturned, the parties agree to meet and negotiate this provision.
- 5.1.3 A formal grievance shall be initiated in writing on the form produced by the District and approved by the Association, and shall be filed with the immediate supervisor. A copy of the form will be sent to the Association.
- 5.1.4 The respondent in all cases shall be the District itself rather than any individual. Except at Level 1, the District may be represented by a person of its choice. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.
- 5.1.5 A "day" is a day in which the central administrative office of the District is open for business.
- 5.1.6 There shall be days of abeyance during which the grievance time line will stop if requested by either the grievant or the District. Days of abeyance are the Thanksgiving, Winter and Spring breaks and school holidays; however, summer recess only by mutual agreement.

5.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the matter by means of an informal conference with his/her immediate supervisor. The immediate supervisor shall schedule a meeting with the grievant within three (3) days of the request for the meeting.

5.3 Level 1

- 5.3.1 If the matter is not resolved informally, the grievant may, within 20 days after the occurrence of the act or omission giving rise to the grievance or within 20 days after the grievant could reasonably have known of the act or omission, present his/her grievance in writing to the site administrator.
- 5.3.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the date of the informal conference, and the specific remedy sought.
- 5.3.3 Either party may request a personal conference with the other party. There shall be a conference between the site administrator and the grievant if it is requested. The site administrator shall communicate a decision to the unit member in writing within 10 days after receiving the grievance and such action will terminate Level I.

5.4 Level II

- 5.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent within 10 days after termination of Level I.
- 5.4.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference and a conference shall be held.
- 5.4.3 The Superintendent or designee shall communicate a decision within 15 days after receiving the appeal and such action will terminate Level II.
- 5.4.4 If a grievance arises from action or inaction of the District based on a decision at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II. Such submission of the grievance to the Superintendent shall be made within twenty (20) days after the grievant could reasonably have known of the act or omission.

5.5 Arbitration Procedure

- 5.5.1 If the grievant is not satisfied with the decision at Level II, or the Superintendent or designee has not made a timely response, he/she may, within 10 days after the termination of Level II, request in writing that the Association submit the grievance to binding arbitration.
- 5.5.2 If the Association desires to arbitrate the grievance, it shall give written notice to the District within 25 days of the termination of Level II.
 - 5.5.2.1 It is expressly understood that the only matters which are subject to binding arbitration are grievances which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.
 - 5.5.2.2 At its option, the Association may suggest mediating the grievance at the same time notifying the District that it is submitting the grievance to binding arbitration. If the district agrees, then mediation will proceed during the same time as the arbitration selection process. The parties, mindful of the cost of canceling an arbitration hearing, will proceed as rapidly as possible to secure a mediator to hear the dispute and assist the parties in reaching a mutually acceptable conclusion. It is further agreed and understood by the parties that the initiation of mediation and/or the completion of mediation shall be parallel to the arbitration process and in no way interfere with the arbitration process.

5.5.3 Selection of Arbitrator

5.5.3.1 Following notice to proceed to arbitration and if the District and the Association cannot agree within five (5) days on an individual to serve as arbitrator, they shall request an odd numbered list of experienced individuals from the State Mediation and Conciliation Services, or the American Arbitration Association. The individual shall be selected using the procedures of the agency.

5.5.3.2 Upon mutual agreement of the District and the Association, the arbitration shall proceed under the expedited rules of the American Arbitration Association and the arbitrator shall be notified of the request for expedited arbitration.

5.5.3.3 Without agreement to proceed under expedited arbitration rules; the dispute shall be arbitrated pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association and the provisions of this Agreement. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

5.5.4 Motions to Dismiss

5.5.4.1 If a claim is raised as to the arbitrariness of a grievance as a result of a violation of the terms of this Article, such claim shall be ruled on first by the arbitrator. At its option, and without prejudice, the District may have such a claim heard along with the merits of the case.

5.5.5 Limitations upon the Arbitrator

5.5.5.1 The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an express term of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the arbitrator's standards of review shall be limited to whether the District has acted in an arbitrary, capricious, or discriminatory manner.

5.5.5.2 This Agreement constitutes a written agreement under Section 3540.1(h) of the Educational Employment Relations Act, Labor Code Section 1126 and other laws of the State of California. The arbitrator shall not have authority to decide any issue not within the submission, and shall determine the intent of the parties by applying generally accepted rules of contract construction. Past practice may be considered, but shall not modify clear terms of the agreement. The arbitrator shall be without power or authority to add to, delete from, or

modify the terms of this Agreement.

5.5.6 The decision of the arbitrator shall be in writing and be final and binding on the parties and shall be submitted to the Superintendent and the Association.

5.5.7 Expenses

5.5.7.1 Each party shall bear the expenses of the preparation and presentation of its own case; all other fees and expenses of the arbitration proceedings shall be shared equally by the parties.

5.5.8 The parties will work together to schedule hearings and witness participation so as to minimize the impact on the District's and the Association's finances, operations and educational services.

5.6 Representation

5.6.1 An individual unit member shall have the right to process his/her grievance without intervention by the Association, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. The Association shall file its response, if any, within 10 days of receipt of the proposed resolution.

5.7 Group Grievances

5.7.1 Should the Association and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one, they may mutually agree in writing to do so. In such instances, a group grievance shall be submitted to Level II.

5.8 Reasonable Release Time

5.8.1 Grievance meetings will normally be scheduled by the District so as not to conflict with a unit member's classroom duties. However, if this is not possible, reasonable release time will be provided the grievant, the site representative or another representative of the Association for purposes of processing a grievance.

5.9 Confidentiality

5.9.1 The District and the Association shall be respectful of the privacy of all parties to a grievance and shall process the grievances and all information pertaining to them discretely. However, nothing in this Article shall preclude the District or the Association from truthfully reporting on the parties' respective positions regarding grievances, the status of grievance proceedings, and the outcome or settlement of grievances.

5.10 No Reprisal

5.10.1 There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

5.11 Grievance Files

5.11.1 The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in this grievance procedure which may have come from personnel files maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.

5.12 Failure to Meet Time Limits

5.12.1 If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

5.12.1.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement between the parties or their authorized representatives.

5.12.1.2 The parties will attempt, in good faith, to adjust time limit problems which occur above Level I as a result of the summer recess.

ARTICLE 6: WORK YEAR

- 6.1 The standard work year for unit members shall be 186 days, comprised of 180-student contact days, three (3) non-student contact teacher workdays, and three (3) Staff Development days.
- 6.2 For any unit member whose position includes a standard work year more than 186 days, the work year calendar incorporating these additional days shall be established by the supervisor in consultation with the affected employees by the end of the preceding work year. Unit member attendance on all work days is equally mandatory regardless of purpose.
 - 6.2.1 Except as otherwise agreed upon by the parties and the affected employees, the standard work year for Counselors, Lead Teacher, Program Specialists and Psychologists and School Nurse shall be ten (10) days more than the standard work year of the unit members as set forth in section 6.1. (Total 196 work days.)
 - 6.2.2 Speech Therapists and Librarians may be assigned up to ten (10) additional duty days beyond the standard work year as provided for in 6.1 above during each year of this Agreement with additional compensation provided on a per diem basis.
 - 6.2.3 The standard work year for teachers assigned as department chairs and activity director shall be two (2) days more than the standard work year for unit members as set forth in section 6.1 (Total 188 work days.)
- 6.3 The work year for new unit members shall be the standard work year for unit members set forth in section 6.1 plus one (1) additional day. Any other additional days, for new unit members shall be determined by mutual agreement of the District and the Association and shall be paid per diem.
- 6.4 By mutual agreement part-time unit members may provide days of service less than those provided herein.
- 6.5 As used in this section, "calendar" refers to the unit member work year calendar. Calendars shall be implemented in three-year cycles and mutually negotiated in the second year of each cycle subject to the following provisions:
 - 6.5.1 If an agreement cannot be reached by any calendar committee during a three-year cycle, the District and Association agree that this shall terminate the current three-year adoption cycle with the understanding that there will remain one more year under the previous calendar agreement.
 - 6.5.2 All negotiated calendar agreements are submitted to ratification by the NTA Representative Council and the NUSD Board of Education. If ratification is not achieved, the parties agree to meet and negotiation as soon as is practical.
 - 6.5.3 Calendars for each pending cycle shall be negotiated with the understanding that such negotiations shall be concluded by June 1st of the third year in a cycle. If negotiations are not completed by June 1st, then the calendar for the current (third) year shall be adopted for the succeeding year.

6.5.4 If for an emergency reason a site or sites are closed for a day or more and the District would lose Average Daily Attendance (ADA) revenue as a result of the closure, the Association and District agree to the following:

6.5.4.1 The District will make every effort to obtain a waiver from the State in accordance with established procedures.

6.5.4.2 If the waiver request is denied, unit members at the involved site or sites shall, if directed by the District, provide the number of additional days of service which would allow the District to receive 180 A.D.A. revenue generating days for each of the sites involved. Any such additional service shall be without additional compensation.

6.5.4.3 If any additional days are needed, they shall be scheduled by the District only after consultation with the Association.

6.6 Teachers will be free to spend the first workday of the school year in their classrooms except that, if there are no professional development days prior to the first student instructional day, the site administrator may call a mandatory one-hour site meeting which unit members are required to attend.

6.7 Unit members who are required by the District to perform additional duties or attend meetings, trainings or professional activities outside of the standard work year (as defined in sections 6.1 through 6.5) shall be compensated at the per diem rate. Unit members who engage in any of these activities outside of the standard work year (as defined) on a voluntary basis shall be compensated at the hourly rate set forth in section 13.11.

ARTICLE 7: WORK DAY

- 7.1 The workday shall be structured and directed by the immediate supervisor subject only to the provisions of this Article.
- 7.1.1 Instructional Day: The instructional day shall be the time prescribed by the District and/or the State of California for the instruction of pupils, as set forth in this Article.
- 7.1.2 Instructional minutes:
- 7.1.2.1 The maximum daily amount of pupil instructional time provided by unit members teaching Kindergarten shall not be less than 203 minutes. Kindergarten instructional minutes shall be equal throughout the District and in alignment with the Education Code. Kindergarten dismissal time will be four hours after the start of the student instructional day until the Friday of the week in which the fifteenth instructional day occurs. Thereafter, dismissal will be at the same time as all other students at the school site.
- 7.1.2.2 The maximum daily amount of pupil instructional time provided by the unit members teaching in grades K through 6 shall be 327 minutes
- 7.1.2.3 The maximum daily amount of pupil instructional time provided by unit members teaching in grades 7 through 12 shall be an average of 368 minutes including passing time for the school year.
- 6.2 The regular work day for full-time unit members except as provided in Sections 7.3 and 7.4 shall be seven hours (7) hours and thirty (30) minutes. The workday shall include a duty free lunch period equal to 30 minutes or the student lunch period, whichever is longer. During lunch, brunch, and preparation periods, unit members may elect to leave their worksite subject to prior approval of the site administrator(s)/designee, which shall not unreasonably be withheld.
- 7.2.1 The beginning and ending times of the work day may be mutually agreed upon by the individual unit member and the immediate supervisor as long as the work day does not exceed the amount provided for in Section 7.2 and conforms to the scheduled staff meeting times as included in the site/department Meeting Calendar.
- 7.2.1.1 The beginning of the work day shall begin no later than ten (10) minutes before the start of the instructional day.
- 7.2.2 Unit members who are required by the District to perform additional duties or attend meetings, trainings or professional development activities before or after the regular work day (as defined in section 7.2) shall be compensated at the hourly rate (see section 13.11). This section does not apply to adjunct Duties (as defined in section 7.15)
- 7.3 Program Specialists, Psychologist, Counselors, the District Nurse, and the Librarian shall provide service for seven hours and 45 minutes per day. Workday shall include a duty free, 45-minute lunch period.
- 7.3.1 The total number of hours per day provided by the librarian shall be the same as the

teachers. However, the librarian shall provide service for 15 minutes beyond the teacher workday; to compensate, the librarian duty free lunch shall be extended 15 minutes beyond the teacher lunch period.

7.3.2 The regular work day for teachers assigned as department chairs shall be eight (8) hours and thirty (30) minutes. This work day includes a 30-minute duty free lunch or the student lunch period, whichever is longer.

6.3.1 Unit members on special assignment will provide service pursuant to a special contract.

7.4.1 No teacher in grades 7-12 shall be assigned to more than five (5) periods per day without the written permission of both the teacher and the Association.

7.4.1.1 Unit members shall be given first consideration for the assignment of a sixth period.

7.4.1.2 Every effort will be made to limit the number of six period assignments to one section per department.

7.4.1.3 Every effort shall be made to ensure that teachers new to the profession not be assigned to more than five (5) periods.

7.4.2 Special contracts for teachers on special assignment shall be in writing and shall include a job description prepared by the District.

7.4.2.1 Special assignments shall be full-time, part-time, or hourly based on the needs of the District and the availability of funding. The hours of part-time and hourly special assignments shall be agreed upon by the District and the teacher with the concurrence of the Association.

7.4.2.2 Special assignments may be for any period of time up to one school year or a period of time mutually agreed upon by the District and the teacher with the concurrence of the Association.

7.4.2.3 The special contract shall specify compensation and other appropriate terms.

7.4.3 Reasonable advance notice (prior to posting) shall be provided to the Association.

7.4.4 The evaluation procedures for each teacher on special assignment shall be agreed upon by the District and the teacher with the concurrence of the Association.

7.4.5 Special assignments resulting from the receipt of grant monies may be given to the author of the grant application and related paperwork provided there is a single author. The posting procedures shall not apply to such special assignments.

7.5 Part-time unit members shall, consistent with their FTE, provide service for less than the hours set forth in this article. Unit members' part-time status shall be taken into account in the assignment of duties.

7.5.1 Part-time employees who are asked to extend their workday beyond their contract for staff development shall be compensated at their per diem rate. Part-time employees who are asked to extend their workday beyond their contract for staff meetings that do not contain any staff development shall be compensated at the hourly rate set forth in section 13.11. This extension of their workday to attend a staff meeting shall be voluntary.

7.6 One preparation period per day, or the equivalent thereof, shall be provided classroom teachers in grades seven through twelve, except in the alternative programs.

7.7 Teachers in grades K-6 shall have three (3) District-paid preparation periods per week of 40 minutes non-student contact time. Unit members' part-time status shall be taken into account in the allocation of preparation time. There shall be one (1) day of the week designated a teacher preparation day for grades K-6 on which the student instructional day shall be 240 minutes. District paid preparation periods shall occur within the instructional day and shall be staffed or otherwise provided in a manner determined solely by the District following consultation with the Association

7.7.1 An elementary teacher shall not be assigned a Monday preparation period for three consecutive years. If an elementary teacher has been assigned a Monday preparation period for two consecutive years, the site principal shall obtain the teacher's written permission before assigning a Monday preparation period for a third consecutive year on the form designed for this purpose. (See Appendix S)

7.7.2 The teacher preparation day shall be uniform throughout the District, and will not be shifted because of holidays.

7.7.3 Friday preparation days shall be utilized for teacher-directed preparation and planning activities except as follows:

7.7.3.1 For the 2020-2021 school year, twelve (12) Fridays shall be used as follows:

- Ninety (90) minutes for collaboration, professional development and related activities designed to assist teachers in implementing effective instructional practices. These activities shall be determined by the site administrator in consultation with the site leadership team and may include by way of example: PLCs, PBIS, District and site-based initiatives, mandatory trainings, and site-based committee meetings.
- Forty (40) minutes for teacher-directed preparation and planning activities.

7.7.3.2 For the 2021-2022 school year, ten (10) Fridays shall be used as described in section 7.7.3.1.

7.7.3.3 Upon expiration of this Agreement, commencing with the 2022-2023 school year and continuing thereafter, unless negotiated otherwise by the parties, twelve (12) Fridays shall be used as described in section 7.7.3.1.

7.7.4 Nothing in this article shall preclude bargaining unit members from volunteering to

work collaboratively during their preparation time.

- 7.7.5 TK teachers shall provide 135 minutes of support and/or enrichment on a weekly basis. These additional minutes shall take place after the TK instructional day has ended.
- 7.7.6 This support shall begin as soon as feasible at the beginning of the school year.
- 7.7.7 All elementary school sites shall participate in this support and/or enrichment plan.
- 7.7.8 Principals and TK teachers at each site shall consult on the specific implementation. This consultation does not limit any of the rights contained in Article 4.
- 7.8 Not more than 25 teaching hours per week will be assigned regular classroom teachers in grades 7-12 except in the alternative programs.
- 7.9 Effort will be made, as in past years, not to assign more than three (3) class preparations to regular classroom teachers in grade levels 7 through 12 except in the alternative programs.
- 7.10 Teachers in grades kindergarten through six who are relieved by resource teachers hired by SIP or any other non-general purpose (i.e., restricted) funds, may use whatever time they are relieved for the purpose of class preparation, meeting with parents, or other teacher-initiated instructional activities, exclusive of supervision, except in cases of campus disruptions.
- 7.11 All teachers and specialists shall have the same amount of unencumbered preparation time as other unit members at their grade level.
 - 7.11.1 The following subsections apply only to elementary science and P.E. resource teachers and specialists:
 - 7.11.1.1 A five (5) minute passing or transition time shall be provided between each teaching session.
 - 7.11.1.2 No more than seven (7) teaching sections shall be scheduled in any one day.
 - 7.11.1.3 Thirty (30) teaching sections and three (3) preparation periods per week equal in length to a teaching section shall equal a full-time assignment. For teachers assigned to more than one site for which travel is required, 29 teaching sections and three (3) preparation periods per week equal in length to a teaching section shall equal a full-time assignment.
 - 7.11.1.4 Scheduled recess and lunch shall not be included as part of preparation time.
- 7.12 Unit members may be required to return to school for academic parent meetings such as Back to School Night, Open House, and Report Card Night. There may be up to two (2) such events per year. Any school(s) in program improvement (or its functional equivalent in any new accountability model) may have one (1) additional event. On the days of these events, unit members may leave the worksite at the end of the pupil instructional day.
 - 7.12.1 Dates for these after school events, insofar as they are known, shall be provided to all affected staff and the Association within the first two weeks of the student instructional year.
- 7.13 Staff Meetings:

7.13.1 Staff meetings are defined as site-specific general, academic program, department, or grade level meetings. Agendas for staff meetings should be provided at least one workday in advance, absent exigent circumstances.

7.13.2 Staff meetings shall be limited to 20 hours, per year, beyond the regular workday.