

Newport-Mesa Unified School District
Newport-Mesa Federation of Teachers



July 1, 2021 – June 30, 2024

Approved by the Board of Education: 8/17/21

NMFT-NMUSD


Collective Bargaining Agreement


Board Approved: August 17, 2021


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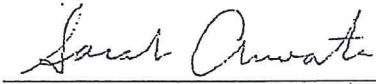
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The District and NMFT negotiation teams have fully negotiated the terms of the Tentative Agreement and subject to ratification by both parties. The bargaining teams for both parties recommend ratification for the Tentative Agreement dated June 29, 2021.



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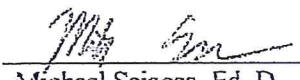

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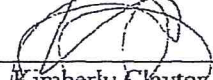

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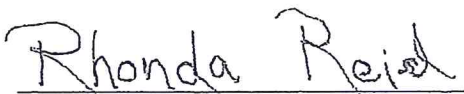

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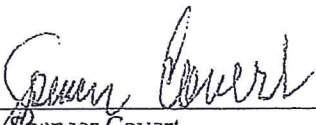

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ARTICLE 1. Agreement Preamble

This collective bargaining agreement is made and entered into this June 29, 2021, by and between the Newport-Mesa Unified School District and Newport-Mesa Federation of Teachers, Local 1794, CFT/AFT/AFL-CIO.

The District and Federation may mutually agree to engage in the interest-based process for collective bargaining until such time as either or both parties find the process is no longer in their interest. Further, both parties agree that all relevant participants receive training in the interest-based negotiations process.

- 1.1 The articles and provisions contained within this agreement constitute a bilateral and binding agreement by and between the Board of Education of the Newport-Mesa Unified School District, hereinafter referred to as "District," and the Newport-Mesa Federation of Teachers, Local 1794, CFT/AFT/AFL- CIO, hereinafter referred to as "Federation" or "NMFT."
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code of the State of California. The District and Federation will follow all legal requirements relative to employee behavior.
- 1.3 The provisions of this contract shall apply to those employees who are designated under Article 2 below.
- 1.4 This agreement shall be effective on July 1, 2021 and shall remain in full force and effect until June 30, 2024. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated, unless otherwise provided herein.
 - 1.4.1 During 2022-23 and 2023-24 negotiations, the parties may each open two (2) articles of their choice in addition to Article 12 Salaries and Article 13/16 Health and Welfare Benefits/Retiree Benefits. The parties shall make their best efforts to begin negotiations by February 1st each year on reopeners in this agreement.
 - 1.4.2 By mutual agreement of both parties any article may be negotiated to resolve problems.
- 1.5 The District shall appoint its representatives to contract committees, and the Newport-Mesa Federation of Teachers shall appoint its representatives to contract committees.
 - 1.5.1 Contract committees shall present their recommendations to the Negotiating Team. Final agreement shall be subject to ratification by the Board of Education and by the Newport-Mesa Federation of Teachers.

ARTICLE 2. Recognition

- 2.1 The District recognizes the Federation as the exclusive representative as defined by Section 3540.1(e) of the Government Code. The exclusive representative shall represent all certificated employees who are employed in positions listed in Section 2.1.1 below and who are either regular full- or part-time employees, whether permanent or probationary; or, temporary contract employees as defined by law.

2.1.1 Unit members include the following certificated employees:

Audiologists
Adult Education and other hourly certificated as defined in Article 18.1
Classroom and Resource Teachers
Counselor on Special Assignment
Elementary Counselors
Federal/Special Projects Teachers
Librarians
Nurses
Program Specialists
Psychologists
Resource Specialists
Secondary Counselors
Social Workers
Special Education Teachers
Speech-Language Pathologists
Teachers on Special Assignment

- 2.2 The exclusive representative shall not represent employees who are substitutes, part-time hourly employees not working daily and who are employed for less than seventy-five (75) percent of the number of days of each school year.

2.3 Full-Time Administrative Intern

The Federation and the District agree there may be from time-to-time the necessity to hire an Administrative Intern, on a full-time basis, to provide assistance to site and District administrators by performing administrative tasks. However, the job description for these Administrative Intern positions is at odds with Article 2 of the N-MFT/N-MUSD contract in that they are providing administrative duties. The Federation and District recognize the inherent conflict of interest that these positions have in representation rights by the N-MFT. During the time a certificated member is in one of these Administrative Intern positions, they will not be a recognized as part of the N-MFT bargaining unit. All N-MFT dues will be discontinued immediately upon taking an Administrative Intern position. If the Administrative Intern was a permanent teacher and they elect to return to a certificated position in the District that is recognized in Article 2.1, they will once again be represented by N-MFT.

ARTICLE 3. Days and Hours of Employment

3.1 Days of Service

- 3.1.1 Teachers who provide classroom instruction shall provide one hundred and eighty-eight (188) days of service as follows:
 - 3.1.1.1 One hundred eighty (180) days shall be for the instruction of students.
 - 3.1.1.2 Two (2) days shall be reserved for preparation prior to arrival of students at the beginning of the school year, including up to 120 minutes for orientation meetings called by the school administrator. Mandatory meeting time shall not exceed the limit defined in 3.7.
 - 3.1.1.3 Four (4) days shall be used for staff development.
 - 3.1.1.4 Two (2) days shall be for the purpose of:
 - 3.1.1.4.1 Parent-teacher conference days at the elementary schools. Administrators will not call mandatory meetings on a parent-teacher conference week.
 - 3.1.1.4.2 Records, including grading of papers, finals, final exams, and submission of final grades at the secondary level. Administrators will not call mandatory meetings during finals week.
- 3.1.2 Secondary counselors and social workers shall provide one hundred ninety-six (196) days of service. The site principal will approve the counselor's work schedule after discussion with counselors at the site.
 - 3.1.2.1 Schools with a single counselor assigned at the site are eligible to request an extra five (5) days as approved by the site administrator and Assistant Superintendent, Secondary Education.
- 3.1.3 Nurses shall provide one hundred ninety-one (191) days of service.
- 3.1.4 Program Specialists shall provide two hundred fifteen (215) days of service.
- 3.1.5 Language, Speech, and Hearing (LSH/SLP) specialists shall provide either one hundred eighty-six (186) or one hundred ninety-one (191) days of service. The length of the contract shall be determined by the employee at the time of hire.
- 3.1.6 Audiologists and Psychologists shall provide one hundred ninety-one (191) days of service.
- 3.1.7 Elementary teachers shall be provided at least one (1) hour for closing activities without students or meetings on the last day of school by releasing students early.

- 3.1.8 When a unit member is required by the District to provide services prior to the commencement of, or after the end of, the Unit Member Service Calendar, the unit member shall be paid his/her per diem salary rate.
- 3.1.9 The Calendar Review Committee is made up of a number of representatives including students, parents, teachers, elementary education, secondary education, classified employees, testing coordinators, transportation, nutrition services, etc. The Committee shall meet to develop and recommend school calendars and discuss calendar issues. Included on the Committee will be four (4) NMFT members, selected by NMFT.

3.2 Hours of Service

- 3.2.1 Unit members shall spend such time at school and in school-related activities as is necessary to provide for student needs and a quality education program.
 - 3.2.1.1 Unit members shall be present at their respective classrooms, assignments or engaged in other school duties, unless otherwise directed by their immediate supervisor, no later than thirty (30) minutes before the student start time of the regular school day.
 - 3.2.1.2 Unit members assigned to teaching Kindergarten classes who are not teaching their own classes are required to be available for assistance in the elementary instructional program during the full number of instructional minutes for the primary day schedule at their site. (EC 46118)
 - 3.2.1.3 All unit members in Grades TK-6 shall remain on campus for the entire instructional day required of Grade 4-6 students.
 - 3.2.1.4 It is the intent of the parties that the Grade 1-3 starting and ending times match the Grade 4-6 starting and ending times, although the number of instructional minutes may vary.
 - 3.2.1.5 Unit members teaching in a 7-12 school shall, regardless of teaching assignment, teach the same number of instructional minutes required for 9-12 unit members.
 - 3.2.1.6 Non-student days. On preparation and staff development days, unit members shall be present on campus for six (6) hours plus a minimum thirty (30) minutes lunch break.
- 3.2.2 In instances of emergency, the District shall reserve the right to assign unit members responsibilities to protect the health and safety of students; however, no unit member shall be required to place his/her life or limb in jeopardy.

3.2.3 The number of instructional minutes per year for students shall be at a minimum as follows:

Kindergarten	54,000	minutes per school year
Grades 1-3	54,000	minutes per school year
Grades 4-6	56,700	minutes per school year
Grades 7-8	59,400	minutes per school year
Grades 7-12	64,800	minutes per school year
Grades 9-12	64,800	minutes per school year

The instructional minutes shall meet the requirements of Education Code Section 46201 - 46206, inclusive. Schools currently above the minimum instructional minutes shall not reduce minutes.

3.2.3.1 Under a District-Federation Trust Agreement, (See Appendix D) schools may apply for waivers to reconfigure instructional minutes for school improvement and staff development through the Joint Coordinating Committee for Restructuring.

3.2.3.1.1 Waivers that reconfigure a site's instructional minutes and calendar through the approval of the Joint Coordinating Committee for Restructuring will continue each year without change unless (a) the faculty of the school initiates the waiver process to change the current configuration, or (b) either the District or the Federation requests a review of that continuing waiver.

3.2.3.1.2 Either the faculty or administration may schedule open discussions to probe the need for, and value in, changing the configuration of instructional minutes. In order to facilitate incremental change, the discussion and voting process may be done as many times in succession during the school year as a site desires. The discussions may lead to a definite, single new alternative configuration that will (a) be cleared by Nutrition Services, Transportation and Fiscal departments, (b) be presented to the faculty for continued discussion, (c) be held for a wait and reflection period of at least five (5) school days, and (d) be subject to a waiver vote against the existing configuration of instructional minutes (as outlined in Appendix D). If the alternative receives 2/3 support of the total eligible certificated staff, it will be submitted to the JCCR on a completed district waiver application. If not, the configuration of instructional minutes will conform to meet the requirements of section 3.2.3.

3.2.3.1.3 The JCCR will review the application and may recommend the waiver for approval to the Board of Education for implementation. For waivers to be implemented in the Fall of the following year, the school must submit the completed district waiver application to the JCCR by May 1st.

3.3 Elementary Conference/Preparation Period

- 3.3.1 Each classroom teacher in grades 4-6 shall receive on a weekly basis a conference/preparation period equal to sixty (60) consecutive minutes per week. The on-site workday shall not, however, be reduced as a consequence of the conference/preparation time for such members. Conference/preparation time shall be provided unless there is a shortened work week or other site-based events/field trips. In instances of substitute teacher shortage that result in teachers missing their contractual/conference/preparation time, on the first and any subsequent occurrence within the school year, classroom teachers will be compensated based on the NMUSD hourly rate multiplied by the amount of contractual conference/preparation time missed.
- 3.3.2 In addition to the conference/preparation time allotted in 3.3.1, each classroom teacher in grades 4-6 at the elementary school shall receive, on a weekly average basis, conference/preparation time equal to a minimum of eighty (80) minutes per week. Scheduling is to be determined with staff involvement. Conference/preparation time shall be provided unless there is a shortened work week or other site-based events/field trips. In instances of substitute teacher shortage that result in teachers missing their contractual/conference/preparation time, on the first and any subsequent occurrence within the school year, classroom teachers will be compensated based on the NMUSD hourly rate multiplied by the amount of contractual conference/preparation time missed.

Classroom teachers in grades 4-6 at elementary sites will receive three (3) on-site release days per year with a substitute teacher to prepare for report cards and parent conferences. One release day per trimester is allocated and may not be banked. The three (3) days will be coordinated by the District and may not be carried over to the following trimester or school year. In lieu of a release day or in instances of substitute teacher shortage that result in teachers missing their report card day, the classroom teacher will be compensated based on the NMUSD substitute daily rate.

3.3.3 TK-3 Classroom Teacher Conference/Preparation:

Within 15 workdays of the beginning of the teacher work year, unit members assigned to a regular elementary school class (grades TK-3) shall have a minimum of 120 minutes every two weeks for conference/preparation time. Team meetings may occur during conference/preparation time. Conference/preparation time shall be provided unless there is a shortened work week, substitute teacher shortage, or other site-based events/field trips. In instances of substitute teacher shortage that result in teachers missing their contractual conference/preparation time, on the first and any subsequent occurrence within the school year, classroom teachers will be compensated based on the NMSUD hourly rate multiplied by the amount of contractual conference/preparation time missed.

Unit members assigned to a regular elementary school class (grades TK-3) will receive 3 on-site release days per year with a substitute teacher for preparation time. The three (3) days will be coordinated by the District and may not be carried over to the following trimester or school year. In lieu of a release day or in instances of substitute teacher

shortage that result in teachers missing their report card day, the classroom teacher will be compensated based on the NMUSD substitute daily rate.

- 3.4 Each unit member shall be entitled to a minimum thirty (30) minute duty-free uninterrupted lunch break.
- 3.5 Each full-time unit member assigned to a regular classroom in grades 7-12 shall receive on a weekly basis the equivalent of one (1) planning, preparation, or conference period each day. The planning, preparation, or conference period is part of the on-site work day.
- 3.6 Each unit member who works at two (2) or more sites on one (1) day shall have sufficient time to travel between work sites.

3.7 Mandatory Meetings

3.7.1 Monthly Time Limit

Mandatory meeting times called by the principal shall not exceed four (4) hours per month. This parameter may be modified using the waiver process to increase meeting time above the four (4) hour per month limit.

3.7.2 Mandatory Meetings Designated by the Principal

Meetings under this section must be designated as “mandatory” by the principal in writing, prior to the beginning of the meeting to be considered a required meeting under this section.

3.7.3 Mandatory Meeting Definition

Mandatory meetings can be held 1) at a time when students are not in session (before or after instruction) or 2) on a non-instructional day. Mandatory meetings include but are not limited to: collaboration team, grade level, department, content area, cross curricular, operational, zone collaboration and staff development within the four (4) hour per month limit. The topics and structure are determined by the principal within the four hour per month limit.

Mandatory meetings do not include meetings during the day while students are in session and/or do not include activities that fall within the professional responsibilities such as: IEPs, parent meetings, preparation time, voluntary staff development opportunities, time when teachers are released for collaboration while students are in session, District-wide staff development days, duties related to role and recompense responsibilities, miscellaneous meetings related to professional responsibilities, voluntary meetings, etc.

3.7.4 Schedule for Mandatory Meeting

The schedule for mandatory meetings for the month will be made available at least two (2) weeks in advance, except when the principal determines a special meeting is necessary to meet the needs of the school and two (2) week prior notification was not possible.

Mandatory meetings may commence before students are in session (i.e. late starts) or within fifteen (15) minutes (or after duty free lunch) after students are dismissed. An exception to this provision will be made to accommodate zone collaboration where schools have a different end time for students and travel time to the host school is needed. Mandatory meetings shall not exceed ninety (90) minutes on a day when students are in session.

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

3.9 Student Supervision

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

- 3.10 The District reserves the option to exchange one instructional day for one of the two staff development days, as identified on an approved school calendar, if necessary due to unforeseen circumstances. The District will contact NMFT to discuss the proposed substitution and place the item on the Board agenda for consideration. The NMFT will be asked for a written recommendation for Board review. Upon approval by the Board of Education, this exchange, as agreed upon by the parties to resolve unforeseen circumstances, will be implemented. The number of teacher paid workdays in a school year will not be reduced because of the instructional day/non-instructional day substitution under this Section.

ARTICLE 4. Federation Rights

- 4.1 The District and the Federation recognize the rights of employees to freely form, join, and participate in activities of the representative employee organization.
- 4.2 The District shall provide reasonable release time for the Federation negotiations team for the purpose of negotiating an agreement. Negotiations shall commence following the required public notice provisions of the California Government Code.
 - 4.2.1 The President of N-MFT and one bargaining unit member will meet with the Assistant Superintendent, Fiscal Services, or designee, at least twice each month to review the budget status including but not limited to expenditures, revenue and enrollment.
- 4.3 Communication with Bargaining Unit
 - 4.3.1 The Federation may use District mail, telephones, faxes, e-mail and other electronic communication devices for direct correspondence to any individual. Unit-wide mailings shall be distributed through representative(s) of the Federation at each site.
 - 4.3.2 A designated portion of one (1) bulletin board shall be provided to the Federation for the posting of Federation materials/information at each work site with certificated employees.
 - 4.3.3 The Federation shall have the right to make brief announcements at faculty meetings, provided advance notice is given to the site administrator.
 - 4.3.4 Federation representatives may contact unit members prior to and after required work hours and during lunch hours.
 - 4.3.5 The Federation shall be granted use of District sites/facilities during times other than duty hours for Federation meetings, provided that:
 - 4.3.5.1 A Use of Facilities request is filed at the District Office at least two (2) business days in advance of the requested use of the site;
 - 4.3.5.2 No other use of the facility has been previously scheduled, requested, or granted.
 - 4.3.5.3 Any custodial services which are other than routinely required for the day of use shall be paid for by the Federation.
- 4.4 The Federation may designate up to (1) elected representative who shall be granted a full or partial service contracts.
 - 4.4.1 Contracts will be reviewed annually with the District prior to May 1st to assist in staffing.
 - 4.4.2 The Federation agrees to reimburse the District for costs of 1.0 FTE based on Cell A1 of the Certificated Salary Schedule.

- 4.4.3 Any additional days required for conducting Federation business will be reimbursed to the District at the cost of a substitute.
- 4.5 The Superintendent or his/her designee and Assistant Superintendent of Human Resources shall meet with the President and/or Vice President of the Federation at regularly scheduled intervals and at other times as deemed necessary by either party to discuss items of mutual concern.
- 4.6 Membership Dues, Newport-Mesa Federation of Teachers, CFT/AFT/AFL-CIO
- 4.6.1 As the exclusive bargaining agent, the Federation shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The Federation shall provide the District with a current schedule of its authorized dues deductions and general assessments.
- 4.6.2 The NMFT certifies to the District that it has and shall maintain individual written authorizations for each unit member regarding payroll deductions for dues. As a result, the NMFT is not required by Education Code Section 45168 to submit to the District a copy of an employee's written authorization in order for the payroll deductions described in this Article to be effective unless a dispute arises about the existence or terms of the employee's written authorization. The District shall deduct one tenth of the dues from the regular salary check of the employee each month for ten (10) months.
- 4.6.3 Requests to cancel or change authorizations for payroll deductions shall be directed in writing to the Newport-Mesa Federation of Teachers, attention President, 2900 Bristol St #C107, Costa Mesa, CA 92626. The Newport-Mesa Federation of Teachers shall be responsible for processing these requests. The District shall rely on information provided by the Newport-Mesa Federation of Teachers regarding whether dues deductions are maintained or cancelled.
- 4.6.4 Employees being reinstated from layoff or returning from Leave of Absence within 39 months shall be considered current employees.
- 4.6.5 Those rehired after 39 months will be considered to have a new hire date for the purpose of this article only.
- 4.6.6 Nothing in this Agreement shall prohibit any employee from making direct payments to the Federation upon written notice to the District and the Federation.
- 4.6.7 The District agrees to promptly remit all dues to the Federation along with the alphabetical list of the employees for whom such deductions have been made, categorizing them as to member or non-member of the Federation, and indicating any change in personnel from the list previously furnished.
- 4.6.8 The Federation agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4.6.9 The Federation agrees to indemnify and hold the District, its Board of Education, officers, employees, and agents harmless from any legal claim arising out of Section 4.6 and/or related to membership dues, subject to the following:

- 4.6.9.1 The Federation agrees to pay all of the District's legal cost incurred in defending against any court action and/or administrative action before PERB challenging the legality or constitutionality of provisions of Section 4.6 this Agreement or its implementation.
- 4.6.9.2 The Federation shall indemnify the District from any judgment for damages or other liability incurred as a result of an action brought and sustained against provisions of Section 4.6 of this Agreement or its implementation.
- 4.6.9.3 The Federation shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 4.6 of this Article shall or shall not be compromised, resisted, defended, or appealed, except for any court order or judgment pertaining to the District, its officers or Board of Education.

4.7 Publications and Documents

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

ARTICLE 5. Safety Conditions and Educational Environment

5.1 Non-Hazardous Working Conditions

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

5.1.2 In the event that schools or worksites are closed to students due to hazardous or unsafe conditions, the District will contact the Federation as soon as possible.

5.2 Threats and Bodily Harm While on Duty

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

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

5.3 District Liability Insurance

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

5.4 Reimbursement for Stolen Property

5.4.1 The District shall reimburse the unit member for personal property damaged or stolen, provided, however, that the site supervisor and the unit member agree that the property is a supplement to the instructional program, is registered with the immediate supervisor in writing, a value is stated at the time of registration, and the damage is not a result of the unit member's negligence. The maximum reimbursement under this section shall be one hundred dollars (\$100) per registered item, unless the site/unit administrator indicates the District is willing to assume a greater liability for an item.

5.5 Educational Environment

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

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

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

5.6 Site Safety Coordinator

5.6.1 Each site shall have a Site Safety Coordinator selected by the site administrator from among volunteers. The Site Safety Coordinator shall receive compensation per Appendix B, Role and Recompense.

5.6.2 The duties of the Site Safety Coordinator as indicated in Appendix B, shall include working with the site administrator and faculty to ensure implementation of the District Disaster Preparedness Master Plan.

ARTICLE 6. Evaluation

6.1 Evaluation: Purpose and Responsibility

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

6.2 Evaluation Guidelines

- 6.2.1 Temporary and Probationary unit members employed for at least 75% of the school year shall be evaluated at least twice each school year and permanent unit members shall be evaluated at least once in each two-school-year period.
 - 6.2.1.1 The first evaluation of Temporary or Probationary certificated employees shall occur prior to the winter recess. The final evaluation shall be completed no later than thirty days prior to the conclusion of the school year.
 - 6.2.1.2 Hourly certificated unit members employed in categorical programs shall be evaluated in their initial year of employment and at least once in each two-school-year period thereafter.
- 6.2.2 Evaluations shall be based upon the N-MUSD standards for the profession and guidelines established by the Board of Education for goals, objectives, and performance of students and individual school goals and objectives as prescribed in Ed Code Section 44662.
 - 6.2.2.1 All evaluations shall include areas from the standards for the profession as indicated on the evaluation form.

6.3 Steps of the Evaluation

6.3.1 Planning Phase

- 6.3.1.1 During the planning phase, the evaluator shall indicate the criteria for evaluation as identified in 6.2.2 and shall identify the evaluator's and the unit member's roles and responsibilities during the evaluation period. The unit member may submit in writing a statement regarding any constraints which he/she believes would hinder his/her ability to achieve the goals, objectives, standards, and responsibilities upon which the evaluation is to be based. Any known supplementary materials to be included in the instructional plan shall be identified.
- 6.3.1.2 The planning phase shall be completed prior to the end of the sixth (6th) week of school.

6.3.2 Monitoring Phase

- 6.3.2.1 During the course of the monitoring phase, the evaluator shall monitor such activities of the unit member as he/she deems necessary to evaluate the unit member's progress toward meeting the standards for the profession and other evaluation criteria as identified in 6.2.2. This monitoring phase shall include such observations as the evaluator feels necessary and such conferences as either the evaluator or unit member feels necessary.
- 6.3.2.2 If the evaluator determines that improvement is required for a unit member to meet the standards for the profession and other evaluation criteria enumerated in 6.2.2, the evaluator shall indicate the area(s) that need improvement using The Performance Improvement Plan Form (Appendix E). In order to provide the unit member an opportunity to improve in area(s) of concern, The Performance Improvement Plan Form shall be provided to the unit member at least thirty (30) days prior to the final evaluation (sixty [60] days before the close of the school year.) Otherwise the final evaluation shall not indicate a rating of less than "2."
- 6.3.2.3 The unit member shall take such remedial action as is necessary to correct any deficiencies that are cited by the immediate supervisor.
- 6.3.2.4 The unit member may voluntarily participate in the Peer Partners program to receive support from a consulting peer in a like position in meeting the standards for the profession.
- 6.3.2.5 The unit member shall have the opportunity to initiate a written response to the improvement plan. Such response shall become a permanent attachment to the evaluation and shall be placed in the unit member's District personnel file. If subsequent remedial action does eliminate the deficiencies, such improvement shall be noted in the final evaluation.
- 6.3.2.6 Electronic or mechanical recording or listening devices shall not be used in the evaluation of a unit member without the unit member's consent.
- 6.3.2.7 Conclusions relative to an improvement plan shall not be included in a final evaluation unless the improvement plan commenced at least thirty (30) calendar days prior to the final evaluation.

6.3.3 Final Evaluation Phase

- 6.3.3.1 Unit members shall receive their final evaluation no later than thirty (30) calendar days prior to the close of the school year in which they are evaluated.

- 6.3.3.2 A meeting between the evaluator and the unit member shall be held regarding the final evaluation no later than the last school day on the Unit Member Service Calendar. The unit member may be accompanied by a Federation representative at conferences held subsequent to the final evaluation conference. All evaluations shall be submitted to the District personnel file at the close of the school year, and all meetings and conferences shall be held prior to that time.
- 6.3.3.3 A unit member who receives an unsatisfactory evaluation in the areas of teaching methods/instruction or content knowledge shall be placed in the N-MUSD Peer Assistance and Review program, as prescribed in Education Code Section 44664 (b) and Article 7 of this contract.
- 6.3.3.4 The unit member shall have the opportunity to initiate a written response to the final evaluation. Such response shall become a permanent attachment to the evaluation and shall be placed in the unit member's District personnel file.

6.4 Alternative Evaluation

- 6.4.1 The alternative teacher evaluation process is designed to increase opportunities for professional growth available to the District's tenured teaching staff. It serves as an alternative to the traditional performance evaluation process to encourage accomplished teachers to continue their professional development and personal growth. The evaluation options provide flexibility, permitting teachers to grow in self-chosen areas of interest.
- 6.4.2 Participants will be tenured teachers who have consistently demonstrated competence in previous evaluations, and who wish to engage in a personalized program of professional growth. There will be no limitation on the number of participants at each site. The principal and teacher may determine a mutually agreeable alternative evaluation option.
- 6.4.3 Participating teachers will set meaningful goals which will serve as a focus for their professional growth, and establish suitable criteria for the evaluation of that growth.
- 6.4.4 At a conference held prior to November 1, the teacher and the administrator will agree on these goals, the evaluation option, and the criteria for evaluation.
- 6.4.5 General Guidelines
 - 6.4.5.1 Teachers and administrators are encouraged to be creative in developing new or innovative options for use as evaluative tools. A wide variety of evaluation designs are possible. Some possible options are:

Portfolio: A portfolio serves as a compilation of materials selected by the teacher to create a record of actions taken and progress made in meeting his/her goals. Sample inclusions may be a log of activities, samples of

student work, examples of newly developed curriculum, photographs, video tapes, or student evaluations of activities related to the teacher's professional growth goals.

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

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

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

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

6.4.6 Assessment of Outcomes

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

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

6.5 Personnel Files

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

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

6.5.1.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, or authorized District personnel. Records shall be maintained with each personnel file indicating purpose, date, and name(s)

of person(s) to whom the file was released. Such records shall not be required of each person responsible for the file nor for clerical entries or routine filing of material.

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

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

6.5.2 A site/unit personnel file may be maintained by the site/unit administrator.

6.5.2.1 The site/unit personnel file shall be maintained in or adjacent to the office of the site/unit administrator in a locked cabinet.

6.5.2.2 The file may contain only the following materials:

6.5.2.2.1 Materials necessary to an evaluation in progress;

6.5.2.2.2 Copies of previous evaluations;

6.5.2.2.3 Correspondence between the administrator and the unit member; and

6.5.2.2.4 Other materials which are routine in nature and which are not derogatory.

6.5.2.3 Access to the site/unit personnel file shall be regulated as provided in 6.5.1.2 and 6.5.1.2.1.

6.5.2.4 Any materials used in the evaluation process, but not placed in the District personnel file, shall be removed and destroyed at the conclusion of the school year.

6.5.3 Entries/Retention of Materials in Personnel Files

6.5.3.1 Information of a derogatory nature, except for materials exempted by 6.5.1.2.1, shall not be entered or filed until the unit member is given notice and an opportunity to review and comment thereon. The employee shall have

the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours of the District and the employee may be released, at the employee's option, from duty for this purpose without salary reduction.

6.5.3.1.1 The unit member shall be informed of such information within ten (10) working days of the relevant incident or within ten (10) working days of when the administrator could reasonably be expected to have knowledge of the relevant incident.

6.5.3.1.2 The unit member shall be informed of his/her right to respond.

6.5.3.2 Materials proven false or inaccurate shall be removed from the personnel file.

6.5.3.3 The unit member or evaluator shall have the right to include in the personnel file any material or information germane to the unit member's professional and related responsibilities. All materials in the personnel files shall be related to the unit member's assigned duties or professional responsibilities and shall be signed and dated by the originator of the material.

6.5.3.4 Anonymous letters or memoranda shall not be placed in the files.

6.5.3.5 Derogatory materials may be removed at the unit member's request after four (4) years.

ARTICLE 7. Peer Coach and Support

The Peer Coach and Support (PCS) program is designed to assist a referred permanent teacher who has a performance improvement plan (PIP) or is about to be placed on a performance improvement plan (PIP). When there is a need to assist referred teacher, the District will consider assigning a peer coach.

7.1 Selection

The peer coach will be selected and assigned by the District. The District will consider input from the referred teacher prior to selection of the peer coach.

7.2 Compensation/Term of Service

The peer coach will be paid a stipend of \$1,500 per semester for an assignment to a referred teacher. A semester is defined as up to a (5) five month period. The compensation is for work outside the regular school day. The District will provide an overview of the assignment with the peer coach prior to acceptance.

7.3 Qualifications

7.3.1 Credentialed as a classroom teacher with permanent status

7.3.2 Possesses the same credential authorizations as is required by the PCS assignment

7.3.3 Minimum of five (5) years of K-12 classroom teaching experience in a related area

7.4 Duties and Responsibilities

The peer coach shall provide assistance to the referred teachers in improving instructional performance. This assistance may include, but not be limited to, direct and indirect support both inside and outside the classroom. Support from the peer coach may include, but not be limited to, modeling lessons, writing lessons plans, data assessment, classroom management strategies, best practices, teaching strategies, etc. The peer coach will develop a cooperative relationship with the evaluating administrator that will support the referred teacher's improvement.

The peer coach assigned will not evaluate the referred teacher being supported. Evaluation will be performed by the assigned supervising principal/administrator.

7.5 Coverage

Where needed as determined by the District, the coach or referred teacher will be provided with a substitute to cover their regular teaching assignment.

ARTICLE 8. Class Size

- 8.1 The District shall make reasonable effort to meet the following pupil/classroom teacher averages per school site with the exception of any classes participating in a state or federal class size reduction program:
- K-5/6 — twenty-nine (29) (exclusive of Special Education)
- 8.2 The District shall make reasonable efforts to limit K-3 combination classes to a maximum of twenty-seven (27) students.
- 8.3 Special Education classes shall not exceed the class sizes as required by state law and/or state regulations.
- 8.4 Class size criteria for grades 7-12 are based upon a five (5) period teaching day as follows:
- 8.4.1 Unit members who teach academic classes shall have no more than one hundred and eighty (180) students per day.
- 8.4.2 Unit members who teach Physical Education shall have no more than two hundred and fifty (250) students per day.
- 8.4.3 Unit members who are on a reduced/part-time contract shall have a prorated number of students per day (e.g. a teacher with a .80 FTE Academic assignment shall have no more than 144 students per day and a teacher with .80 FTE PE assignment shall have no more than 200 students per day.)
- 8.4.4 Unit members who are on a split assignment (e.g. PE/Academic) shall have a prorated number of students for each assignment (e.g. a PE/Academic teacher assigned three periods of PE and two periods of Academics shall have no more than 150 PE students per day and no more than 72 Academic students per day.)
- 8.4.5 Unit members may sign waivers to add students when those students exceed the maximum.
- 8.4.6 The above maximums shall be accomplished by the District within twenty –five (25) working days after the beginning of any new class.
- 8.4.7 No class shall have an enrollment that exceeds the number of permanent workstations. In science classes a maximum of four (4) temporary workstations may be added. Temporary workstations will be removed by the end of the first quarter unless the unit member voluntarily signs the waiver identified in Section 8.4.5.
- 8.5 In an effort to share information, enhance staff involvement, and to address class size, the District shall implement the following procedures:

8.5.1 By the end of the third week of the fall and spring semesters, Information Services shall generate a class size report for each school site and submit this report to each site principal. This report will be shared with the entire certificated staff of that site for review.

8.5.1.1 For elementary schools, the site principal, with staff involvement, shall provide written rationale for any classes greater than 32 or less than 24 at the K-3 level and greater than 34 or less than 26 at the 4-5/6 level (excluding PE, music, drama).

8.5.1.2 For secondary schools, the site principal, with staff involvement, shall provide written rationale for any classes greater than 36 or less than 20 (excluding PE, music, drama). At the secondary level, schools that are scheduled on other than a five-period teaching day will have the class maximum and minimums adjusted accordingly.

8.5.2 By the end of the fourth week of the fall and spring semesters, the District shall provide a report to the Federation indicating the Special Education class sizes.

8.6 On-line Courses

8.6.1 Unit members who teach on-line classes shall have a total of no more than one hundred and eighty (180) students, including traditional academic courses. However, the limit a single on-line section can have as a class size is based on 180 minus traditional class total enrollment. (Example: A teacher who teaches four sections of traditional classroom Health with a total of 120 students can teach one section of on-line Health with 60 students.)

ARTICLE 9. Transfers

9.1 Definition

- 9.1.1 Transfer — movement, either voluntary or involuntary, of a unit member from one school site to another; or, the movement of a unit member from one certificated classification to another certificated classification (i.e., from one classification to another of the following: classroom teacher, nurse, counselor, psychologist, traveling teacher, librarian, psychometrist, or speech and language specialist.)
- 9.1.2 Vacancy — a position which the District intends to fill by July 15 for the following school year.
- 9.1.3 Voluntary Transfer — a transfer by direct application of the unit member.
 - 9.1.3.1 The District and NMFT may mutually agree to transfer an employee if it is determined to be in the best interest of the District and the employee. Transfers under this section do not require posting per 9.3.1.
- 9.1.4 Involuntary Transfer — a transfer which is initiated as a result of decline in enrollment or program reduction or elimination or state mandated credential authorization.
- 9.1.5 Day — a day when the District Offices are open, except during winter recess, Presidents' recess, and spring recess.
- 9.1.6 For the purposes of this article seniority shall be defined as the number of continuous service years in the District from the initial date of hire. This has no correlation with the number of years used for salary placement. An authorized leave of absence shall not constitute a break in continuous service.

9.2 Transfer Conditions

- 9.2.1 Any unit member may apply for any announced vacancy and shall be considered for that vacancy as provided in this article.
- 9.2.2 Except with the unit member's agreement, unit members shall not be transferred to a position outside their credential authorization and either (1) college major or minor or (2) previous teaching or non-teaching experience for which he/she is qualified.
- 9.2.3 Qualifications and criteria as established in a vacancy notice/transfer determination shall not be made with the intent of limiting selection to an individual.
- 9.2.4 In the case of an unassigned unit member who has not applied for or been selected for a vacant position prior to June 30, the District may assign that unit member to any announced vacancy for which he/she is qualified as defined in 9.2.2.

9.2.5 No unit member shall be involuntarily transferred with the intent of creating a vacancy for another unit member.

9.2.6 Preparation for Transfers

9.2.6.1 If a unit member is transferred during the time school is in session, the unit member shall be released from teaching responsibilities for a period of two days for moving and preparing for the new assignment.

9.2.6.2 Unit members who are required to move during the summer due to program needs/changes will be provided payment for two substitute days if the teacher is not notified of the move prior to the last week of school.

9.2.6.3 Unit members who are required to move to a different classroom will be provided a release day or payment for one substitute day.

9.2.6.4 The District shall transport all materials being moved from one school site to another, provided that the transferee shall identify such materials for movement. Unit members shall not be required to package and label District materials to be moved except in cases where the unit member has requested, and received permission from the on-site manager, to move said District materials to a new site. Assistance will be arranged within a reasonable time by the on-site manager.

9.2.6.5 It shall be the responsibility of the transferee to leave the vacated room in clean condition with all obsolete materials labeled for removal.

9.2.6.6 The room to which the transferee is moving shall be in clean condition with all obsolete materials removed.

9.3 Vacancy Posting

9.3.1 The District shall post on the District website all vacancies which it intends to fill for a period of not less than six (6) working days.

9.3.1.1 On-site managers shall notify their staff of all adjunct duties available on that individual campus prior to filling them.

9.3.1.2 To facilitate classroom preparation for quality instruction during school opening, from July 15th to October 30th, open positions shall be posted as usual, however, the District may fill those positions before the end of the regular six (6) day posting period.

9.3.1.3 To facilitate hiring of special education and shortage area teachers for which there are no qualified internal candidates, open positions will be posted as usual, however, the District may fill those positions before the end of the regular six (6) day posting period. Shortage areas include science, math and highly specialized areas as agreed upon by the Federation and District.

9.3.2 The vacancy notice shall include the position title; required qualifications for the position; criteria to be used by the immediate supervisor in the selection of an applicant; a brief description of the position assignments and duties when appropriate; the site(s) where the unit member will be assigned, if known; the deadline for filing applications for the vacancy; and the date when the assignment will begin.

9.4 Voluntary Transfer

9.4.1 Written request for transfer to any of the District vacancies shall be filed by the unit member with the District Human Resources Division, through the on-line application. The transfer request must specify the position which is requested, shall be applicable only to the one (1) position, and must be submitted to the District Human Resources Division prior to the deadline for filing vacancy applications.

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

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

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

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

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

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

9.4.4.4 Applicable adjunct capabilities (elementary and secondary);

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

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

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

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

9.5 Intra-District Position Exchange

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

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

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

9.6 Involuntary Transfers

9.6.1 Involuntary Transfer Due to Lack of Appropriate Credential Authorization.

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

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

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

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

9.6.1.1.3.1 If a bargaining unit member is involuntarily transferred for lack of appropriate credential authorization, the District will make every reasonable effort to place the bargaining unit member in an assignment at the same grade level or curricular area as his/her previous assignment.

9.6.2 Involuntary Transfer for Decline in Enrollment or Program Reduction.

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

9.6.3.1 Prior to the imposition of an involuntary transfer, volunteers shall be sought via a school wide announcement by the immediate supervisor.

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

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

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

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

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

9.6.4.5 Applicable adjunct capabilities (elementary and secondary).

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

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

9.6.4.6.2 Unit members who are required to move to another site during the summer due to program needs/changes will be provided payment for two substitute days (\$100) if the teacher is not notified of the move prior to the last week of school.

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

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

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

9.7 Administrative Transfers for Improvement of Performance

The District may administratively transfer up to seven (7) unit members within a three-year period for either of the following reasons:

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

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

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

9.8 Non-Discrimination

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

**ARTICLE 10. Traveling Teacher/Specialist Assignments -
Speech-Language Pathologists, Psychologists, Nurses, Social Workers,
Adaptive Physical Education Teachers, Elementary Art, Elementary Music,
Elementary Science, and Elementary Physical Education Teachers**

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

ARTICLE 11. Leaves

11.1 Notification Procedures

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

11.1.2 Emergency Absence Procedures

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

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

11.1.3 Extended Leave Procedures

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

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

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

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

11.2 Verification Procedure

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

11.3 Illness or Injury Leave

- 11.3.1 Every unit member who is regularly employed five (5) days per week is entitled to one (1) day of paid sick leave for each full month of employment. Unit members who work less than full time shall be entitled to one (1) day of leave pro-rated as the number of hours they are employed per week of scheduled duty relates to a full-time employee. Sick leave may be accumulated and carried over to the following school year without limitation.
- 11.3.2 The District may require verification by a physician of the District's choice of any unit member's ability to perform his/her responsibilities before returning to work due to an absence for illness or injury. The examination shall be at no cost to the unit member. The verification shall be on the appropriate District form.
- 11.3.3 In case of emergency illness (or emergency medical or dental appointment, which cannot be accommodated during off-duty hours, for a maximum of two (2) hours per month, including travel time) the unit member's class may be covered voluntarily by other unit members on their conference periods, and such absence shall not be charged against the unit member's sick leave. The site administrator shall be notified in advance of such coverage
 - 11.3.3.1 Unit members providing voluntary coverage per 11.3.3 do so as a professional courtesy and will receive no monetary compensation.
- 11.3.4 Unit members in the bargaining unit whose illness/injury benefits have been consumed and who must still be absent from duty because of illness or injury shall provide the District with a statement from a qualified physician (or practitioner, in the case of religious requirement) which indicates the need for such a leave. In such cases, the unit member shall receive that amount of pay which is the difference between his/her pay and the amount paid for a substitute employee, whether or not a substitute is employed, for a total period of five months per school year, exclusive of accumulated illness or injury leave. The District shall make every reasonable effort to secure the services of a substitute employee.

11.4 Leave for Pregnancy Disability

- 11.4.1 Unit members are entitled to use accumulated sick leave as set forth in provisions of illness/injury leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, childrearing, or preparation for childbearing, but shall be limited to those disabilities as set

forth above. The length of such disability leave, including the date upon which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

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

11.5 Military Leave

- 11.5.1 Unit members who are members of any reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia, or who are inducted into or who are otherwise ordered to active duty shall be granted such leave as required by the Education and Military and Veterans Codes.
- 11.5.2 A copy of military orders shall be provided to the District Office with the request for military leave.
- 11.5.3 The District will continue to provide Health and Welfare benefits to employees and eligible family members while the employee is on active duty and employed by the District.

11.6 Personal Necessity Leave

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

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

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

Unit members shall be allowed to use up to seven (7) days of accumulated sick leave, which may not be carried over from year to year, or prior notification for only for the events listed in 11.6.1.

11.6.1 Personal Necessity Leave for Events that Require Prior Notification

Requests under this section must be submitted in writing, including a brief description of the compelling personal importance, to the Assistant Superintendent of Human Resources ten working days in advance of the leave. In extending circumstances the unit member may

request use of personal necessity after the event as cited below in 11.6.1.1 through 11.6.1.7. Unit members using Personal Necessity Leave under this provision must verify on the District Request for Personal Necessity form that the leave was for personal necessity and not used for recreational purposes, extension of a holiday, vacation or for matters of purely personal convenience. The following events require prior notification:

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

11.6.2 Personal Necessity Leave for Events that Do Not Require Prior Notification, but Do Require Disclosure of a Reason.

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

- 11.6.2.1 An emergency accident involving the unit member's person or property or the person or property of a member of his/her immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen mishap or the serious injury of an immediate family member or property damage from an unforeseen tragedy or act of destruction.
- 11.6.2.2 An illness of a member of the unit member's immediate family or extended family which is of a serious nature. An illness of a serious nature shall be an illness which a unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service.

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

11.6.2.4 Upon the member's return to the work site, the required District forms shall be completed within two (2) working days disclosing a reason for the leave.

11.6.3 Personal Necessity Leaves that Do Not Require Prior Notification or Disclosure of a Reason

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

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

Description and Number of Personal Necessity Leave Days Allowable:*		
11.6.1	Events that require 10 working days prior notification	Maximum 7 days
11.6.2	Events that require disclosure of a reason, but do <u>not</u> require prior notification	Maximum 1 day of 7 total
11.6.3	Events that do <u>not</u> require disclosure of a reason or prior notification	Maximum 2 days of 7 total

*Total annual personal necessity days is 7 days.

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

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

11.7 Bereavement Leave

11.7.1 Absence without loss of salary or sick leave shall be allowed to any regular unit member for a period not to exceed five (5) days plus two (2) days travel time if over two hundred (200) miles travel is required, upon the death of a spouse of the unit member or son, son-in-law, daughter, daughter-in-law, or step-child of the unit member or unit member's spouse.

11.7.2 Absence without loss of salary or sick leave shall be allowed to any regular unit member for a period not to exceed three (3) days plus two (2) days travel time if over two hundred (200) miles travel is required, upon the death of a mother, father, grandmother, grandfather, grandchild, brother, brother-in-law, sister, sister-in-law of the unit member or spouse of the unit member or any person for whom the unit member is a legal guardian.

11.7.3 Absence without loss of salary or sick leave shall be allowed to any regular unit member for a period not to exceed one (1) day upon the death of extended family member not mentioned above in 11.7.2 or close person friend of the unit member.

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

If additional leave is required:

* See Article 11.6.1.6 (personal necessity leave)

** See Article 11.6.1.5 (personal necessity leave)

11.8 Jury Duty Leave

11.8.1 Leaves of absence, during the school year, for jury duty shall be provided at a salary which is equal to the difference of the employee's regular earnings and any amount he/she receives as juror's fees, exclusive of mileage, during the period he/she serves as a juror.

11.8.2 Bargaining unit members who choose to postpone jury duty from the regular school year to the summer break and non-duty periods shall receive the established daily substitute rate for each day of jury service. The original copy of the jury summons for duty during the school year must be submitted to receive payment.

11.9 Court Appearance Leave

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

11.10 Industrial Accident or Illness Leave

11.10.1 Unit members will be entitled to industrial accident or illness leave in accordance with the requirements of the Education Code for personal injury that qualifies the unit member for Workers' Compensation benefits.

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

11.11 Expanded Sick Leave ("Kin Care" Leave)

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

11.12 Leaves of Absence Without Pay

- 11.12.1 Upon a unit member's request, a unit member shall be granted a leave of absence without pay for the following reasons:
 - 11.12.1.1 Ill health. The unit member shall submit a physician's certification, as may be required by the District, regarding the ill health and its expected duration.
 - 11.12.1.2 Illness of a member of the immediate or extended family upon certification by the attending physician that the unit member's presence is necessary.
 - 11.12.1.3 Election or appointment of unit member to a full-time public office which precludes services as a certificated employee. The leave shall be for the duration of the elected or appointed officer's term.

- 11.12.2 Unit members may request, and the Board of Education may grant, leaves of absence without pay for other reasons. Examples of such leave include childcare, professional training/education, and travel.
- 11.12.3 Unit members requesting leaves of absence without pay shall submit their request in writing in accordance with the time requirements of 11.1.3. All leaves of absence without pay, whether authorized under the provisions of 11.12.1 or 11.12.2, shall terminate at the conclusion of the semester, at the end of the school year for which it was granted, or at such other time as is mutually agreed by the Board of Education and the employee.
- 11.12.4 Time spent on a leave of absence without pay shall not count toward salary step advancement (or employee benefit accrual) and shall not be considered part of the probationary period.
- 11.12.5 A leave of absence granted to a probationary employee shall not affect the continuity of service required for permanency.
- 11.12.6 During a period of an unpaid leave, and for a maximum of three years, unit members may continue to participate in the health and welfare benefits program offered by the District at no cost to the District. Payment to the District for such benefits shall be made in accord with such payment schedule as the District may require.
- 11.12.7 Family and Medical Leave Act (FMLA)

The District will grant unpaid family and medical leave to eligible bargaining unit employees in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (P.L. 103-3). In accordance with the Federal Family and Medical Leave Act, the District will grant up to twelve (12) work weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible bargaining unit employees for the birth, adoption, or foster care placement of a child with the employee, or for the care of the employee, employee's child, spouse, domestic partner or parent with a serious health condition. An employee is eligible for this leave if the employee has worked for the district for a total of at least twelve (12) months and has worked at least one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months. Except for disability leave on account of pregnancy, childbirth or related medical conditions, family or medical leave under this Article will run concurrently with any paid leave for which the bargaining unit employee is eligible including sick leave. Employees are required to provide at least thirty (30) days advance written notice to the Assistant Superintendent of Human Resources if the need for unpaid family leave is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be given as soon as practicable to the Assistant Superintendent of Human Resources. Any family leave request will be processed in accordance with the applicable provisions of state and federal law by the Assistant Superintendent of Human Resources.

11.13 Rights Upon Return

- 11.13.1 In the case of a leave of absence by a unit member for a period less than a full year, which commences after the beginning of the school year and ends prior to the close of the same school year, the unit member shall have the right of return to the same school site unless the unit member has been replaced by the transfer of another permanent unit member or that unit member's class or assignment has been eliminated.
- 11.13.2 In the case of a leave of absence by a unit member which commences within one (1) school year and terminates in a subsequent school year, the unit member shall have the right of return to a position in the District.

11.14 Sabbatical Leaves (Funding currently suspended)

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

11.14.2 Sabbatical Leave Purpose

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

11.14.3 Length of Service

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

11.14.4 Application Procedure

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

11.14.5 Selection Procedure

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

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

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

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

11.14.6 Selection Criteria

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

11.14.7 Compensation

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

11.14.8 4.8 Commitment

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

11.15 Administrative Leave

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

11.16 Catastrophic Leave Program

11.16.1 Catastrophic Leave Definitions

The Newport-Mesa Unified School District ("District"), the Newport-Mesa Federation of Teachers ("N-MFT" or "Federation"), the California School Employees Association, Chapter 18 ("CSEA" or "Association"), the Newport-Mesa Administrators Association ("N-MAA"), and the Supervisory/Confidential Employee Unit ("S/CEU") agree to the establishment of two Catastrophic Leave programs for eligible employees. The intent of these programs is to provide additional financial protection to those eligible employees who face a period of prolonged absence from work resulting from a catastrophic illness or injury. "Catastrophic illness or injury" shall mean illness or injury that is expected to incapacitate the employee, spouse, or child (as defined under the current N-MUSD health benefits plan) which requires the employee to take time off from work on a continuous or intermittent basis for an extended period of time, and taking time off work

creates a financial hardship for the employee because the employee has exhausted all sick leave and other paid leave entitlements inclusive of differential pay. (Reference: California Ed Code 44043.5). The two programs developed in cooperation with the District, Federation, and Association are the Catastrophic Leave Bank and Individual Catastrophic Leave Accounts.

11.16.2 Administration of the Catastrophic Leave Programs

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

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

The Catastrophic Leave Committee shall be responsible for receiving leave requests, verifying validity of requests, approving the full or less than full amount requested or denying requests, communicating its decision to affected eligible employees, the Superintendent and presidents of each employee organization, and soliciting donations of sick leave days from eligible employees.

11.16.3 Catastrophic Leave Bank

11.16.3.1 Participation/Eligibility: Employees with more than ten (10) days of accumulated sick leave and at least one year of service (at least 75% of the work year) in the District may participate in the Catastrophic Leave Bank (“Bank”). Employees who elect to join the Catastrophic Leave Bank may join the bank only during enrollment periods and must have a waiting period of thirty (30) calendar days after joining the Bank before becoming eligible to withdraw from it. Employees returning from an extended leave of absence shall have thirty (30) calendar days from the first day of returning from leave to sign up for participation in the Catastrophic Leave Bank if the enrollment period has expired. Donation to the Bank does not constitute automatic eligibility for benefits. Use of the Catastrophic Leave Bank must meet the criteria established herein and approval of the Committee.

- 11.16.3.2 **Donation of Days:** An eligible employee may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave to the Catastrophic Leave Bank. The eligible employee shall make this donation by filing an appropriate district form during the enrollment period. Any donation to the Catastrophic Leave Bank shall be irrevocable.
- 11.16.3.3 **Mandatory Replenishment:** Employees who receive contributions from the Catastrophic Leave Bank must, upon return to duty, commence donations with a minimum of one (1) accumulated sick leave day per year until total donations equal the amount of donated leave received from the bank.
- 11.16.3.4 **Enrollment Procedures:** The District shall establish an enrollment period for eligible employees to participate in the Catastrophic Leave Bank. The enrollment period shall be initiated for a 30 day period when deemed necessary by the Committee. Participants will remain eligible for the bank until the available days in the bank are exhausted. At that time, the Committee may decide to initiate a new bank. An employee must donate to the new bank to continue to be eligible to receive benefits from the Catastrophic Leave Bank.
- 11.16.3.5 **Procedures to Use/Withdraw Sick Leave – Conditions and Restrictions:** In order to be eligible to withdraw catastrophic leave from the Bank, the eligible employee must be a participant and have exhausted all of his/her available/accrued paid leave credits including differential pay, which includes, but is not limited to, industrial injury leave and sick leave. An eligible employee who receives paid leave pursuant to this section shall use any leave credits he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 11.16.3.5.1 An eligible employee electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the Bank. The eligible employee must submit this form to the Assistant Superintendent of Human Resources, or designee, for processing. The form will indicate the nature of the catastrophic illness or injury, probable duration of absence, and provide the attending physician's certification that the illness or injury is of a serious nature requiring prolonged treatment and preventing the employee from returning to work. In the event that the eligible employee is personally unable to apply for the catastrophic leave, an immediate family member or eligible employee's agent may make the request for the applicant.

- 11.16.3.5.2 The Committee may approve withdrawal from the Catastrophic Leave Bank for up to sixty (60) calendar days. Requests for additional leave up to the maximum allowable (12 months) must be submitted to the Committee with an updated statement from the attending physician. The employee who receives leave from the Bank shall furnish all lawfully requested medical information deemed necessary by the Catastrophic Leave Committee to determine the employee's eligibility to receive donated leave from the Bank.
- 11.16.3.5.3 The Assistant Superintendent of Human Resources and the Catastrophic Leave Committee shall hold all medical information in strictest confidence. With permission of the employee, his/her name may be used to solicit sick days for an Individual Catastrophic Leave Account (defined below). At any stage of the application for a Catastrophic Leave benefit or during an appeal of the Committee decision, an employee may be assisted by a representative of their respective bargaining unit with the condition that said representative shall hold all medical information in strictest confidence.
- 11.16.3.5.4 The maximum amount of time for which donated leave credits may be used by an employee shall not exceed a period of twelve (12) consecutive months. The catastrophic leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of said leave. Failure of the eligible employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, would disqualify the eligible employee from further Catastrophic Leave Bank benefits.
- 11.16.3.5.5 If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or part. Neither the District, Association, Federation, N-MAA, S/CEU and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide benefits through the Catastrophic Leave Bank program. The Committee may elect to request additional donations through additional periods of open enrollment during the year when appropriate.
- 11.16.3.6 Method of Payment: When an eligible employee uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the eligible employee would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.

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

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

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

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

11.16.4 Individual Catastrophic Leave Accounts:

11.16.4.1 Definitions: In addition to the Catastrophic Leave Bank, the Catastrophic Leave Committee may authorize solicitations for an Individual Catastrophic Leave Account to provide extended paid leave benefits to a specific employee for catastrophic illness or injury.

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

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

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

11.16.5 Care of Spouse or Child

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

11.16.6 Appeal Procedure

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

11.16.7 Hold Harmless

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

11.17 Parental Leave

District will implement parental leave provisions per Education Code section 44977.5.

ARTICLE 12. Salaries

12.1 Believing that the key to quality education for the students of the Newport-Mesa Unified School District begins with a well-qualified teacher, the District and the Federation agree to the goal of attaining and maintaining teacher salaries between the mean and 75th percentile when compared to salaries of teachers in other unified school districts in Orange County. The goal of N-MFT and the District is to eventually maintain teacher total compensation at or near the 75th percentile based on an annual comparison to the average of the agreed upon benchmark positions and salary/benefit data for each Orange County unified school district.

12.1.1 The District and N-MFT agree that the five benchmark positions that shall be used for comparison shall include the regular salary teachers in all Orange County unified districts would earn who are fully credentialed and who:

- (a) have a Bachelor's degree (BA) plus thirty (30) units past the BA and no years of service credit,
- (b) have a Bachelor's degree (BA) plus forty-five (45) units past the BA and five (5) years of service credit,
- (c) have a Bachelor's degree (BA) plus sixty (60) units past the BA or a Master's degree and ten (10) years of service credit,
- (d) have a Master's degree plus seventy-five (75) units and fifteen (15) years of service credit, and finally
- (e) the maximum salary including all longevity increments/bonuses.

In order to fairly compare these benchmarks between districts, the daily rates for each benchmark position shall be calculated and then averaged to create one number per district that will be used to calculate rank and percentile point variance from the mean and from the 75th percentile.

12.2 Effective July 1, 2021, the Parties agreed to a 3.6% increase to the salary schedule for 2021-22 as reflected in Appendix A. A \$1,000 stipend, less taxes, will be paid to full time unit members and those who work more than 50%, for the entire school year. Part time unit members working less than 50% and unit members who commenced employment after January 1, 2021 and through the end of the school year will receive a \$500 stipend, less taxes.

12.3 Due to potential economic uncertainty, the District reserves its right to initiate negotiations under the State's collective bargaining laws, Government Code section 3540, to negotiate work year, compensation, benefits and other cost-containment matters for the duration of this agreement. In the event the District is faced with budget cuts, written notice shall be provided to the Federation. Negotiations under this provision of the agreement may commence ten (10) days after receipt of notification of loss of revenue. The provisions to negotiate cuts under 12.3 of this agreement shall cease on June 30, 2020.

12.4 Unit members who earned a Doctoral degree in education or a related field shall receive an ongoing 4% of the annual base pay amount as reflected in Appendix A.

- 12.5 Teachers who receive one or more National Board certifications from the National Board for Professional Teaching Standards shall receive an ongoing 2% of the annual base pay amount as reflected in Appendix A.
- 12.5.1 Psychologists with National Board certification in teaching, psychology or behavioral analysis shall receive an ongoing 2% of the annual base pay amount as reflected in Appendix A.
- 12.5.2 Nurses with National Board Certification for School Nurses (NBCSN) shall receive an ongoing 2% of the annual base pay amount as reflected in Appendix A.
- 12.5.3 Counselors with National Certified Counselor (NCC) or National Certified School Counselor (NCSC) certification from the National Board for Certified Counselors shall receive an ongoing 2% of the annual base pay amount as reflected in Appendix A.
- 12.5.4 Employees with more than one National Board certification are only eligible for one ongoing 2% augmentation.
- 12.6 Initial Placement
- 12.6.1 Initial placement on the salary schedule shall be based on the unit member's individual record of experience and training filed with the District Office and as recommended by the Superintendent and approved by the Board. Supporting transcripts for initial column placement must be submitted by the unit member within forty-five (45) days of the date of his/her employment.
- Upon initial employment for all unit members hired after July 1, 2000, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) year for each year of service equivalent to 75% or more of a contract year of school employment in an accredited institution while serving under a preliminary or professional clear credential up to a maximum of 13 years.
- 12.6.1.1 Upon initial employment of a nurse, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) year for each year of service equivalent to 75% or more of a contract year of employment as a credentialed school nurse and/or service as a licensed RN up to the maximum allowed in 12.6.1 above.
- 12.6.1.2 Upon initial employment of shortage area teachers (agreed upon by the District and Federation), Special Education teachers, psychologists and Speech-Language Pathologists, the District shall accept year for year service credit including years of service with an emergency credential.

12.6.1.3 Secondary 120% Contract

The District and the Federation agree that there is a need at times to request a unit member to teach an additional period above a full time assignment in lieu of hiring an additional teacher. In a traditional 6-period day, the District and the Federation agree to pay teachers the full 20% per diem rate while the teacher remains in paid status and performs the required duties for a 120% contract. The number of additional students will be prorated consistent with Article 8.4.

12.6.1.4 Secondary 117% (Block) Contract

The District and Federation agree that there is a need at times to request a unit member to teach an additional period above a full time assignment in lieu of hiring an additional teacher. In an 8-period block, the District and the Federation agree to pay teachers the full 17% per diem rate while the teacher remains in paid status and performs the required duties for a 117% contract. The number of additional students will be prorated consistent with Article 8.4.

12.7 Step Advancement

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

12.8 Column Advancement

- 12.8.1 Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the Bachelor's Degree.
- 12.8.2 All Professional Growth Units must be approved by the Professional Growth Committee. All Units must be pre-approved by the Committee in advance of the unit member earning the Units except for Units, which are in-service courses sponsored by the District.
 - 12.8.2.1 Unit members completing an in-service course sponsored by the District are required to submit a "Verification of Workshop Attendance" form to the District.

- 12.8.2.2 Unit members enrolled in advance degree, credential or certificate programs must submit to the committee, for prior approval, an “Application for Approval of Certificate Professional Degree Program.”
- 12.8.3 The Professional Growth Committee shall be established and function as follows:
 - 12.8.3.1 The Committee shall be made up of three (3) unit members appointed by the Federation and one (1) management team member appointed by the Superintendent or his/her designee. Composition of the Committee may be changed with mutual agreement of the District and the Federation.
 - 12.8.3.2 A unit member whose proposed Units are denied approval by the Committee shall have the right of appeal to the Committee. If the appeal is denied, the unit member may appeal to the Superintendent or his/her designee. The ultimate decision on the appeal will rest with the Superintendent or his/her designee.
 - 12.8.3.3 Sponsors of proposed workshops/in-service who are denied approval have the right of one (1) appeal to the Committee.
- 12.8.4 In reviewing request for approval, the Committee shall apply the following requirements for Units to be used for salary column advancement.
 - 12.8.4.1 The Units must meet one of the following requirements:
 - 12.8.4.1.1 The Units must be upper division or graduate-level courses at an accredited institution of higher education after completion of the Bachelor’s Degree.
 - 12.8.4.1.2 The Units must be lower division courses which have specific advance written approval of the Committee.
 - 12.8.4.1.3 The Units must be in-service courses sponsored by the District or by a college or professional organization which are similar in nature, composition, and time to college or university-level courses, or their on-line equivalent. Specific approval for each in-service course must be acquired from the Committee. One (1) unit of column advancement credit may be earned for each fifteen (15) hours of meeting time.
 - 12.8.4.2 In addition, the Units must meet one of the following requirements:
 - 12.8.4.2.1 The Units must have a direct relationship to the instruction (or anticipated instructional assignment) provided by the unit member.

12.8.4.2.2 The Units must be upper division or graduate-level courses taken at an accredited institution of higher education, or their on-line equivalent, which are required by the institution to complete requirements for a graduate degree, new credential, or new credential authorization which has a direct relationship to the instruction (or anticipated instructional assignment) provided by the unit member.

12.8.4.2.3 The Units must fall within the scope of any other areas of professional growth covered by the California Commission on Teacher Credentialing. These units will be considered on a case-by-case basis by the Committee for each unit member requesting approval for salary credit.

12.8.5 Certificated unit members may submit unit verification at any time. Units submitted during a month shall be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month. All interpretations of the placement on the salary schedule shall be based on verifiable information and documentation (Such as grade card, or certificate of completion. A letter from the instructor may serve as additional verification), which must be filed with the District Office with suitable documentation and evidence that transcripts, verification, or Certificate of Educational Units forms are being processed. Column placement salary adjustments shall not be made by the District if the official transcript, verification, or Certificate of Educational Units form does not verify successful course completion.

12.9 Leaves/Interruption of Service

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

12.10 Stipends

12.10.1 Those unit members who possess a B-CLAD (formerly Bilingual Credential or Certificate of Competence) while teaching students identified as English Language Learners shall receive the stipend enumerated in Appendix A at the rate of \$850 per year effective July 1, 2017.

12.11 Hourly Employees

12.11.1 Appendix A shall also be amended to reflect the hourly instructional rate, supervision and staff development related hourly responsibilities for non-management certificated employees of \$42.69 per hour for 2021-2022. This rate shall increase by the same percent salary increase that certificated salaries increased on a year-to-year basis.

12.12 Role and Recompense – Believing that extracurricular activities are a part of a student’s well-rounded education, the District and Federation agree to use Role and Recompense funds to compensate bargaining unit members who support those activities. Realizing that Role and Recompense can never adequately compensate unit members for their efforts in these areas, the Role and Recompense program provides compensation for extra responsibility and work on behalf

of the total education program primarily outside of the regular school day. For the purposes of this article, compensation for non-bargaining unit members will be on the same basis as unit members.

12.12.1 The value of a Role and Recompense Flex or Stipend Unit is 1.00% of the cell identified as Column A, Step 1 on the Teacher Salary Schedule for the respective year of this Agreement. The value of the Unit shall be rounded to the nearest whole dollar. The value of the Unit shall be commensurately adjusted to match any future adjustment to the salary schedule which may be affected by the implementation of Article 12.

12.12.2 Appendix B, Sections 1.0 and 2.0
To provide flexibility in implementing Role and Recompense, schools may access the following:

12.12.2.1 Reallocate unused units not listed in Appendix B Section 3.0 to fund other school-specific positions. For example, if one school does not have a character education position, that stipend can fund another position such as math family night coordinator.

12.12.2.1.1 The following units are only available on an elementary campus if applicable to that school’s grade level configuration:

- Grade level chair positions 1 through 6
- Science Fair
- Student Council

12.12.2.2 Augment one R & R position by taking a portion of the unit from another position or flex unit. Funds that are not allocated in the approved Role and Recompense plan shall be returned to the general fund.

12.12.3 A site-based Role and Recompense Committee will collaborate with the principal to implement the Role and Recompense Appendix B, Sections 1.0 and 2.0 at each school. The Role and Recompense Committee will be composed of democratically elected teachers who represent the various grade levels, curricular areas, and sports/activity programs at the school. The Role and Recompense Committee will:

12.12.3.1 Effective in the 2021-2022 school year, meet with the principal or designee in April/May to determine the needs of the school based on district and school goals for the upcoming year.

12.12.3.2 Determine the positions to be offered by Flex Units for each school and will write a list of sample responsibilities for each Flex Unit position.

- 12.12.3.3 Establish a selection process for Role and Recompense positions within the guidelines established within the Human Resources Department i.e. open positions must be posted and the selection process follow District and legal requirements.
- 12.12.3.4 Distribute the proposed Rule and Recompense plan to the faculty for at least five (5) days to provide staff an opportunity to give input prior to the committee approving the plan.
- 12.12.3.5 The Role and Recompense Committee and the Principal submit the recommended plan in June directly to the JCCR for approval by the NMFT President and the Human Resources Representative.
- 12.12.3.6 Email or post the Role and Recompense Flex Unit positions in August for teachers to indicate interest.

12.12.4 Appendix B, Section 3.0

Stipends as specified in Appendix B, Section 3.0 shall be provided to individual unit members as compensation for extra responsibility and work primarily performed outside the regular school day. For the purposes of this article, compensation for non-bargaining unit members will be on the same basis as unit member.

- 12.12.4.1 Site administration will notify site staff of stipend positions via email or posting, unless the stipend is connected to a class; therefore, the stipend is provided for the co-curricular responsibilities that accompany the primary position. For example: Yearbook, Athletic Director.
- 12.12.4.2 A Stipend may be split amongst unit members who are sharing the responsibilities of the extra duty assignment.
- 12.12.4.3 Funds from unfilled Stipend positions shall be returned to the general fund. The funds may not be used to create or augment another Stipend position.

12.13 Emergency Substitute Service by Unit Members

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

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

12.13.2 In instances of emergency, unit members at the elementary level may be assigned to cover classes or be assigned additional students. Unit administrators will first request

volunteers when the occasion arises. In the event that there are no volunteers, or insufficient volunteers to cover necessary periods, the unit administrator will assign unit members on a rotation schedule.

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

12.14 Request for Credit Information

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

12.15 Extended Learning Academies

Extended Learning Academies are defined as site-offered instructional/tutorial programs that occur outside the contracted instructional day in the regular school calendar or an extension of a school site program outside the regular school calendar. Extended Learning Academies will be offered contingent on funding. Site administration will notify site staff of Extended Learning Academy opportunities via email. Participation in Extended Learning Academies will be at the discretion of the unit member. Staff assignments are subject to sufficient enrollment to maintain classes and will be dictated by program requirements.

12.15.1 Salary

- 12.15.1.1 Hourly rate for Extended Learning Academies shall be paid by the following schedule. The rate will increase by the same percent salary increase that certificated salaries increased on a year-to-year basis.

Year	Hourly Rate
2021-2022	\$42.69

An Extended Learning Academy which occurs during the summer and awards student credit, shall fall under Article 12.16 – Summer Session except Article 12.16.3 – Posting and 12.16.4 – Selection Process.

12.16 Summer Session

- 12.16.1 A Summer Session is defined as the minimum number of teaching hours required to meet the regulations set forth in the Education Code to provide services to students with special needs, Extended School Year (ESY). Summer Session also includes those District-wide programs that occur outside of the regular school calendar year.
- 12.16.2 Teachers employed for an entire Summer Session shall receive a contract based on the hourly schedule below. These rates shall be increased by the same percent salary increase certificated salaries increased on a year-to-year basis. Exceptions to the contract days/hours shall be prorated on the Summer Session schedule.

The following salary schedule shall be used:

Hourly rate based upon service years in the N-MUSD:

Summer Session	0-5 Years	6-10 Years	11-15 Years	16+ Years	Science Math ESY
2021-2022	\$42.69	\$44.19	\$45.66	\$47.13	\$51.54

- 12.16.2.1 For Summer elementary and secondary Sessions, in addition to the hourly rate, prep time for four (4) hours (preparation day) and one (1) one hour weekly shall be paid at the same rate. Proficiency lab teachers to not qualify for weekly preparation time.

12.16.3 Postings

- 12.16.3.1 The District shall email members and post a notice on the District website of Summer Session positions including, but not limited to a description of that position, eligibility requirements, selection criteria, days, hours and job responsibilities, salary and applicable deadlines and application procedures.

- 12.16.3.2 All efforts shall be made to post teaching positions for Summer Session nine (9) weeks prior to the start of the first day of the programs. Deadline for applications will be approximately six (6) days after posting. Teachers shall be offered assignments two (2) weeks prior to the first day of Summer Session with the exception of classes formed after the two-week period.

12.16.4 Selection Process

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

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

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

- 12.16.4.3 Prospective Summer Session personnel shall be ineligible for any assignment which would be interrupted by military, or any other foreseeable obligation. Acceptance of a Summer Session assignment shall signify that no such obligation exists.

- 12.16.4.3.1 In the event, there are not enough teachers to fulfill the program, applicants with foreseeable obligations will be given consideration.

- 12.16.5 A teaching assignment for a Summer Session shall be mutually agreed upon by the unit member and the District. If an assignment is accepted by a teacher and later is changed by administrative action or insufficient enrollment within five (5) days of the start of Summer Session, that teacher shall be compensated for four (4) hours of preparation time. If a teacher's assignment is terminated due to insufficient enrollment, that teacher shall be provided a priority substitute position.

12.16.6 Sick Leave

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

12.16.7 Substitutes

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

12.16.8 Materials

The District shall make a timely and good faith effort to provide teachers with materials that are approved for Summer Session programs

ARTICLE 13. Health and Welfare Benefits

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

13.1.1 Joint Benefits Team:

The Bargaining Units shall be invited to send four (4) members each from the negotiating teams to join one (1) each of the Newport-Mesa Administrators Association, confidential employees, supervisors, and District management to discuss benefit information.

References in this Article to the “Employee Benefits Committee” shall refer to the “Joint Benefits Team” in this special provision. Negotiations related to benefit plans shall occur separately with the bargaining units. This provision shall continue going forward as the status quo unless a change is negotiated by the parties.

Definitions:

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

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

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

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

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

Expenditures from the fund will be limited to the following: premiums to providers, committee approved itemized costs from the District and/or any consultant hired by the Employee Benefit

Committee to administer the benefits and/or advise the Committee, and any other expenditures authorized by the Committee. All excess money at the end of the benefit year will be used to defray any future increases in benefits or additions to benefits.

13.3 District Funded Health and Welfare Benefit Cap and Employee Contributions

The District funded Health and Welfare Benefit Unit Cap (Benefit Cap) shall be a maximum of up to \$20,898. For the 2021-2022 year, the District will cover the District's premium costs in excess of the District and OCAP contributions. The District and the Federation recognize there is a difference in the interpretation of Article 13.2. As a result, both parties agree to retain their respective rights and interpretations of Article 13.2

2021-22 Employee Over Cap Benefit Contribution (OCAP)

There will still be a residual dollar amount required to fund the total cost of 2021-2022 employee benefits beyond the 2021-2022 District funded Benefit Cap. This additional residual amount shall be paid by each employee with benefits on a tenths basis via payroll deduction.

All NMFT bargaining unit members with benefits shall pay the applicable Employee Over Cap Benefit Contribution (OCAP) based on the following table:

2021-2022 Employee OCAP Benefit Contribution Chart (tenths)				
	Cigna HMO	Kaiser HMO	Cigna Select HMO	Cigna OAP
Employee	\$20	\$20	\$20	\$178
Employee + 1	\$60	\$60	\$60	\$364
Employee + Family	\$100	\$100	\$100	\$532

Full-time employees pay the total OCAP on the chart above. Full-time employees shall pay no premium deduction for the Dental (HMO) plan for themselves or eligible dependents. An additional premium charge shall be paid by those employees selecting Dental (PPO).

Part-time employees who enroll in medical benefits shall pay OCAP amount for benefits plus the appropriate part time rates based on the 2021-2022 Active Employee Benefit Payroll Deduction Table, effective October 1, 2021 as calculated by Risk Management/Benefits in consultation with NMFT.

Full time employees who elect to opt-out of medical and retain Dental Plan and/or Vision Plan will pay only the \$9.27 over-cap tenths or the prorated amount for part-time employees. The over-cap calculator and Active Employee Benefit Payroll Deduction Table are available at www.nmusd.us/benefits.

Full-time employees will pay no premium deductions for the vision plan for themselves and their eligible dependents.

The District will provide at no cost to the employee term life insurance in the amount of \$50,000 for full-time employees and \$25,000 for part-time employees.

The District will provide at no cost to the employee an Employee Assistance Program.

Scope of Benefits

A change to the scope of the Health and Welfare Benefits is subject to negotiations. The Health and Welfare benefits provided by the District to active employees and early retirees qualifying under Article 16 include medical insurance, dental, vision and life insurance, taking into consideration recommendations made by the Joint Benefits Team. As noted, changes to any of these benefit plans are subject to negotiations between the Federation and District, taking into consideration recommendations made by the Joint Benefits Team (JBT).

If the funded Health and Welfare Benefit Unit Cap is insufficient to cover the full cost of benefits as established by the JBT then plan modifications to reduce the coverage profile cost to an amount within the funded cap may be made by the JBT and adopted by NMFT. If plan modifications are not made or not adopted then effective for the first premium payment the residual dollar amount required beyond the funded cap shall be made by employee contribution paid through employee payroll deduction on a tenths basis.

13.4 Available Health Plans

The available health and welfare benefits are determined by the scope of benefits provided under section 13.3.

13.4.1 Active Members – Premium Payment

The scope of benefits and premium payments are provided in accordance with Section 13.3.

Dual Employee Benefit Coverage

Dual Benefit Coverage. Married couples/domestic partners who are both employees of the district have enrollment options during the annual open enrollment period. Options include:

- A. Both employees enroll as independent subscribers for benefits, with one employee covering dependents (if any). Each employee is responsible for individual OCAP contributions, or
- B. Only one employee enrolls as the subscriber for benefits, and the other employee and/or dependents are enrolled as dependents. Only the subscriber will pay the OCAP, or
- C. One employee enrolls as a 2-party or family in medical, dental and vision with spouse/partner and eligible dependents and pays full OCAP but no payroll premium deduction for Dental PPO. The other employee declines medical and enrolls in dental and vision with eligible dependents, pays the reduced OCAP, but no payroll premium deduction for Dental PPO. There is no coordination of benefits with Dental PPO. There is coordination of benefits with VSP.

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

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

13.4.4 Early Retirees – Premium Payments for Retirees meeting the eligibility requirements of Article 16 are designated as “early retirees.”

Early retirees shall have the same “scope of benefits” as actives, except the District will provide at no cost to retirees, term life insurance in the amount of \$10,000 until they reach age 65.

If both spouses are eligible retirees in the District, they shall also be eligible for dual Benefit Coverage as provided to actives.

Early retirees who have retired on or before June 30, 2011 will pay no over-the-cap employee contributions until they reach age 65.

For early retirees who retire on or after July 1, 2011, early retirees will be subject to and will pay the same over-the-cap employee contributions as actives under Article 13.3. (Note: as a result Article 16 at section 16.2.1.1 regarding “no premium cost” shall apply only to those retirees who retired on or before June 30, 2011. Early retirees retiring on or after July 1, 2011 will be subject to and will pay the same over-the-cap employee contributions as actives under Article 13.3).

A. An additional premium charge will be paid by early retirees selecting Cigna Dental (PPO).

13.4.5 Retirees no longer eligible for District insurance under Article 16 may purchase medical and dental insurance under the District group plan. Cost of the insurance is the sole responsibility of the retiree.

13.5 Any unit member employed after April 1, 1977, who works less than full-time for fifty percent (50%) or more of a full-time contract, shall receive a prorated fringe benefit contribution from the district in proportion to the number of hours per week or days per month of scheduled duty worked.

13.6 Unit members hired prior to April 1, 1977, who work less than full-time but fifty percent (50%) or more of a full-time contract and who, on April 27, 1977, received full paid benefits from the District, shall not have their benefits diminished because of the provisions in 13.2 above.

- 13.7 Unit members who work less than fifty percent (50%) of a full-time contract shall not receive any health and welfare benefits with the exception of 15.3.1.
- 13.8 Employees who work fifty percent (50%) or more may purchase medical benefits as calculated by Risk Management/Benefits.
- 13.9 Following the death of a bargaining unit employee, the health and dental insurance program in effect for eligible bargaining unit employees will be provided to the surviving covered dependent(s) for a period of one (1) year following the death of the employee, to an extent equal to the fullest manner authorized by the insurance provider. Any pro-rata contribution for health and dental benefits in effect at the time of death of the employee shall become the responsibility of the dependent(s) for continued coverage.
- 13.10 Unit members who are on a Board approved unpaid leave of absence shall have the option to continue to participate in the District health and welfare benefit program for a maximum of three (3) years at no cost to the District. Participation in such a benefit program shall be subject to any limitations imposed by the health benefits carrier and reasonable requirements established by the District regarding timely premium payments.
- 13.11 Unit members may participate in tax sheltered annuity programs of their choice, at no cost to the District. Companies involved in tax sheltered annuity programs for employees must appear on the Board approved list in advance. The District shall provide payroll deductions for this purpose.

ARTICLE 14. Part-time Employment With Full Retirement Credit

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

ARTICLE 15. Shared and Reduced Contract Employment

- 15.1 The District will make a reasonable effort to accommodate requests by unit members to be given contracts for less than full time provided that:
 - 15.1.1 The site administrator and the District Human Resources administrator agree that a part-time or shared contract assignment can be accommodated in the District and maintains standards of student learning.
 - 15.1.2 The unit member notifies the District no later than May 1 prior to the school year in which he/she requests part-time employment or a shared contract.
- 15.2 Part Time: Unit members may be employed for less than full time
 - 15.2.1 For unit members on a part time contract, the percentage of contract shall be equal to the percentage of the instructional minutes per day, week, or year served or percentage of work day or week. In addition, part-time contracts will include prorated responsibility for school related activities as is necessary to provide for student needs and a quality educational program.
 - 15.2.2 A fifty (50) percent contract either in the fall or spring semester is classified as part time. A fifty (50) percent elementary school assignment shall be either full time in the fall or spring semester; or a job sharing arrangement by mutual agreement between two (2) current unit members and the District administration.
 - 15.2.3 During the period of such part-time employment, the District will determine the unit member's assignment and site.
- 15.3 Shared Contract: A shared contract arrangement consists of two teachers who split a full-time assignment in which they share students and have mutual responsibility for curricular planning, grading standards, parental conferences/communication and site responsibilities on an ongoing basis through the duration of the shared contract.
 - 15.3.1 Each of the teachers sharing a contract shall receive prorated sick leave and other mandated benefits based on one FTE (full-time equivalent.) Health benefits are to be prorated in the same percentage as the teaching contract.
 - 15.3.2 The shared contract arrangement shall be reviewed annually and will only continue with mutual agreement of the teachers, site administrator, and District Human Resources administrator. Evaluation of teachers will be consistent with Article 6 of the Collective Bargaining Agreement.
 - 15.3.3 In the situation in which a shared contract position is terminated, the teacher shall be reassigned according to provisions of Article 9: Transfers.

- 15.4 Each unit member shall be advanced on the salary schedule based on provisions in Article 12: Salaries, of the Collective Bargaining Agreement.
- 15.5 Any unit member teaching in grades 7 through 12 on a part-day contract shall be obligated to a pro-rata daily preparation period as indicated below:

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

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

ARTICLE 16. Retirement Benefits

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

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

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

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

16.2 Benefits

16.2.1 Health and Dental Insurance

16.2.1.1 For early retirees who retire on or before June 30, 2011, the District will provide the health and dental insurance program in effect for regular full-time employees in each of the years involved at no premium cost to the participant for self-coverage upon retirement, until the participant attains age sixty-five (65), or qualifies for other benefits. Early retirees retiring on or after July 1, 2011 will be subject to and will pay the same over-the-cap employee contributions as actives under Article 13.3.

[Note: Commencing in the Health and Welfare Benefit Plan Year 2021-22 the Cigna PPO will no longer be an option for Out of State early retirees]

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

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

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

16.2.2 Life Insurance

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

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

16.3 STRS “Golden Handshake”

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

16.4 Emeritus Teacher Program

Agreement to not reopen in collective bargaining an Emeritus Teacher Program Retirement Incentive until 2008-09 contract year or by mutual consent.

16.5 NMFT reserves the right to bargain other retirement incentives.

ARTICLE 17. Grievance Procedure

17.1 Definition of Terms

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

17.1.2 Grievance — an allegation by a grievant (or representative of the Federation) that a bargaining unit member has been adversely affected by a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.

17.1.2.1 Adult Education and other hourly certificated employees shall have the right to grieve only those articles in the contract that are listed in Article 19 pertaining to Adult Education and other hourly certificated unit members employed in other categorical programs. The following articles were determined to be applicable to Adult Education and other hourly employees with regard to grievance rights: 1, 2, 4, 5, 6, 10, 12, 16, 17, 18, and 21.

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

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

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

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

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

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

The form shall include statements indicating:

a. How the individual employee was adversely affected;

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

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

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

OPTION 1: Appeal to Superintendent

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

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

OPTION 2: Mediation

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

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

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

OPTION 3: Impartial Hearing Panel (IHP)

The grievant may submit the grievance to an impartial Hearing Panel (IHP) for a recommendation of the resolution. Note: If this option is selected by the grievant, Level Three is not available. If not resolved at Level Two, grievant may chose Level Four, appeal to the Board of Education.

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

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

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

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

In an atmosphere conducive to thoughtful inquiry

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

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

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

In a manner consistent with the NMFT Agreement

Within the framework of proper Robert's Rules of Order

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

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

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

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

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

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

OPTION 1: Arbitration

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

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

Upon request of either party, the arbitrator shall rule upon the arbitrability of the grievance prior to accepting or hearing arguments on the grievance itself. The arbitrator shall have no power to add to, subtract from, or modify the terms of the contract or applicable law or rules and regulations which have the force and effect of law.

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

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

The decision of the arbitrator shall be in the form of a recommendation to the parties. If neither the District nor the Federation files a request to the Board of Education to undertake review of the arbitrator's recommendation within

ten (10) days of its issuance, then the decision of the arbitrator shall be deemed adopted by the Board and becomes final and binding on all parties.

OPTION 2: Impartial Hearing Panel (IHP)

See Level 2 IHP Process above in 17.2.2.2

17.2.2.4 Level Four. Appeal Process

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

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

17.3 Miscellaneous Provisions Applicable to the Above

- 17.3.1 If the supervising administrator or the Superintendent or his/her designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If any time limit in this article is not met by the grievant, it is deemed that the grievant considers the grievance to have been resolved.
- 17.3.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 17.3.3 No reprisals of any kind shall be taken by the Superintendent or any member or representative of the District against a grievant or person who assisted the grievant by reason of a person being a grievant or a person who assisted the grievant, nor shall any reprisals of any kind be taken by the Federation or any unit member against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decisions.
- 17.3.4 If the grievant requests assistance from the Federation, the District shall provide reasonable release time for the Federation representative and the grievant for the purposes of grievance conferences and hearings.
- 17.3.5 At all levels of the grievance procedure, the site/ unit administrator of the grievant shall receive a copy of each communication exchanged between the grievant and the supervising administrator, if such supervising administrator is other than the site/unit administrator.
- 17.3.6 At all levels of the grievance procedure, the grievant shall have the right of representation. Such representation shall not be provided by an agent of a teacher organization other than the exclusive bargaining agent. No grievance shall be settled until the Federation has received a copy of the grievance and been given an opportunity to respond.

17.3.7 A grievance may be presented by a grievant on behalf of a group of grievants provided the following conditions are met:

17.3.7.1 Each of the grievances involves the same contract provision or provisions;

17.3.7.2 Each of the grievances involves substantially similar facts and conditions;
and

17.3.7.3 Each of the grievants who is affected by the grievance is named and one presents the grievance on behalf of all grievants.

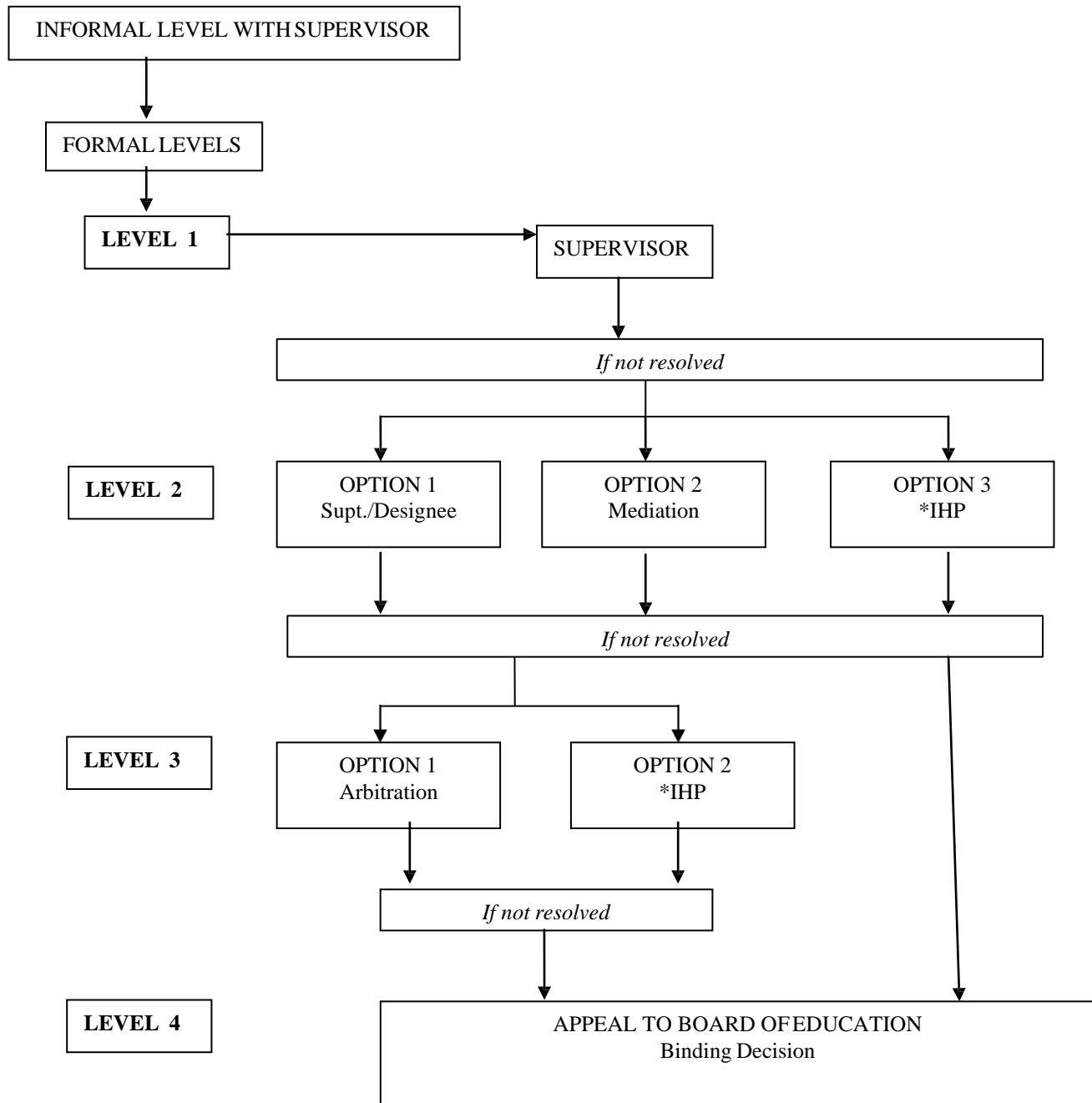
17.3.7.4 The decision on the grievance shall be deemed to be the decision applicable to all named grievants to the extent substantially similar facts and conditions exist.

17.3.8 By mutual agreement, the grievant and the District may extend any time limit set forth in this article.

17.3.9 A conference between the grievant and appropriate administrator shall be held at Level One and Level Two prior to a written response.

See Diagram 17A – Grievance Process Chart

17A – Grievance Process Chart



*IHP = Impartial Hearing Panel

ARTICLE 18. Nondiscrimination

- 18.1 The District shall not unlawfully discriminate in the assignment, transfer, or evaluation of a unit member because of membership or non-membership in an employee organization, race or color, ethnic background, religion, national origin or ancestry, physical disability, mental disability or mental condition, marital status, sex or sexual orientation, age, pregnancy, childbirth, or related medical conditions, political affiliation, or private life of a unit member.

ARTICLE 19. Adult Education and Other Hourly Certificated Employees

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

19.1 Definition

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

19.2 Job Security

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

19.2.2 Re-staffing For Fall

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

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

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

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

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

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

19.2.3 At the beginning of the contract year, current certificated employees in Adult Education and other hourly certificated unit members employed in other categorical programs, meeting qualifications as specified by the job description, shall have first priority for staffing of

current courses and programs, vacant positions, or new program offerings before outside candidates are hired.

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

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

19.2.5 Re-staffing After Reduction In Force (RIF)

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

19.2.5.1.1 Required credential authorization(s).

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

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

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

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

19.3 Disbursement Schedule

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

19.4 Adult Education and Other Hourly Certificated Employees' Salary Schedule

19.4.1 Adult Education and other hourly certificated unit members employed in other categorical programs, will be placed on the Adult Education salary schedule as per Article 12.11.1 and other hourly categorical programs as per Article 12.11.4.

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

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

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

19.5 Stipends

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

19.6 Additional Compensations

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

ARTICLE 20. Miscellaneous

- 20.1 Each elementary school shall be allocated annually an amount equal to at least one-hundred dollars (\$100) per classroom teacher for use by the teacher to purchase classroom supplemental materials.
- 20.1.1 Special Education/Special Day class teachers shall be annually allocated special education funds for classroom materials and supplies to carry out the instructional program. Thirty dollars (\$30) of this allocation may be used by the teachers in accordance with section 20.1 above.
- 20.1.2 Individual teachers shall have the right, in consultation with the principal, to spend these funds as they deem appropriate.
- 20.2 Except in the case of a Board-declared emergency, the District shall provide the Federation with fifteen (15) days advance notification regarding any amendment or rescission of written District Board Policy or Board Rules and Regulations which fall within the scope of representation as defined by Section 3543.2 of the California Government Code. The notice to the Federation shall indicate the current written Board Policy or written administrative Rules and Regulations and shall indicate any proposed amendments. Prior to the first reading, the Federation shall be given the right, upon request, to meet with the Superintendent or his/her designee. In addition, the Federation shall be given the right to make a public presentation regarding the proposed amendment(s) or rescission(s).
- 20.3 The District may suspend without pay for a specific period of time on the grounds of unprofessional conduct a unit member, as authorized in Education Code Section 44932(b) pursuant to the procedures specified in Sections 44933, 44934, 44935, 44936, 44937, 44943, and 44944.
- 20.3.1 A request for reconsideration of the accusation specified in Education Code Section 44938 may be filed with the Assistant Superintendent with a copy to the Federation President. This request must be filed within five (5) days of receipt of the accusation.
- 20.3.2 The Assistant Superintendent will hold a hearing within five (5) days of receipt of the request. The Federation may represent the unit member at the hearing.
- The Assistant Superintendent will notify the unit member and the Federation of the results of the hearing within five (5) days of the hearing.
- 20.4 A Task Force will convene by December 15, 2010 to monitor and evaluate the CELDT testing program. The task force will report their findings and recommendations to the negotiation teams prior to the conclusion of negotiations for the 2011-12 school year.
- 20.5 An On-line Learning Study Collaborative will convene by October 30, 2007 to provide potential options by analyzing data and examining best practices concerning current On-line Learning issues and concerns. The collaborative will explore options and present recommendations to NMFT/NMUSD by March 1, 2008 for future negotiation considerations.

The membership of the On-line Learning Study Collaborative shall be as follows: equal number of members not to exceed eight (8), each appointed by NMFT and NMUSD for a total of sixteen. The Study Collaborative will be provided with adequate resources.

ARTICLE 21. Savings Provision

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

ARTICLE 22. Completion of Meet and Negotiate

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

Newport-Mesa Unified School District
2021-2022 Elementary Counselor/Teacher Salary Schedule

188 Days

Includes 3.6% COLA effective July 1, 2021

Salary schedule #44

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step	Intern, Emergency	BA+30 or Credential	BA+45	BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntnl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntnl Board Certification
1	\$56,372	\$60,882	\$65,448	\$68,066	\$70,789	\$72,205	\$73,621	\$75,036
2	\$58,627	\$63,317	\$68,066	\$70,789	\$73,621	\$75,093	\$76,566	\$78,037
3	\$60,972	\$65,850	\$70,789	\$73,621	\$76,566	\$78,097	\$79,629	\$81,158
4	\$63,411	\$68,484	\$73,621	\$76,566	\$79,629	\$81,221	\$82,814	\$84,404
5	\$65,947	\$71,223	\$76,566	\$79,629	\$82,814	\$84,470	\$86,127	\$87,780
6	\$65,947	\$74,072	\$79,629	\$82,814	\$86,127	\$87,849	\$89,572	\$91,291
7	\$65,947	\$77,035	\$82,814	\$86,127	\$89,572	\$91,363	\$93,155	\$94,943
8	\$65,947	\$80,116	\$86,127	\$89,572	\$93,155	\$95,018	\$96,881	\$98,741
9	\$65,947	\$83,321	\$89,572	\$93,155	\$96,881	\$98,819	\$100,756	\$102,691
10	\$65,947	\$86,654	\$93,155	\$96,881	\$100,756	\$102,772	\$104,786	\$106,799
11	\$65,947	\$86,654	\$96,881	\$100,756	\$104,786	\$106,883	\$108,977	\$111,071
12	\$65,947	\$86,654	\$100,756	\$104,786	\$108,977	\$111,158	\$113,336	\$115,514
13	\$65,947	\$86,654	\$100,756	\$104,786	\$108,977	\$111,158	\$113,336	\$115,514
14	\$65,947	\$86,654	\$100,756	\$104,786	\$108,977	\$111,158	\$113,336	\$115,514
15	\$65,947	\$86,654	\$100,756	\$104,786	\$108,977	\$111,158	\$113,336	\$115,514
16	\$65,947	\$86,654	\$100,756	\$108,977	\$113,336	\$115,604	\$117,869	\$120,135
17	\$65,947	\$86,654	\$100,756	\$108,977	\$113,336	\$115,604	\$117,869	\$120,135
18	\$65,947	\$86,654	\$100,756	\$108,977	\$113,336	\$115,604	\$117,869	\$120,135
19	\$65,947	\$86,654	\$100,756	\$108,977	\$113,336	\$115,604	\$117,869	\$120,135
20	\$65,947	\$86,654	\$100,756	\$113,336	\$117,869	\$120,228	\$122,584	\$124,940
21	\$65,947	\$86,654	\$100,756	\$113,336	\$117,869	\$120,228	\$122,584	\$124,940
22	\$65,947	\$86,654	\$100,756	\$113,336	\$117,869	\$120,228	\$122,584	\$124,940
23	\$65,947	\$86,654	\$100,756	\$113,336	\$117,869	\$120,228	\$122,584	\$124,940
24	\$65,947	\$86,654	\$100,756	\$117,869	\$122,584	\$125,037	\$127,487	\$129,938
25	\$65,947	\$86,654	\$100,756	\$117,869	\$122,584	\$125,037	\$127,487	\$129,938
26	\$65,947	\$86,654	\$100,756	\$117,869	\$122,584	\$125,037	\$127,487	\$129,938
27	\$65,947	\$86,654	\$100,756	\$117,869	\$122,584	\$125,037	\$127,487	\$129,938
28	\$65,947	\$86,654	\$100,756	\$117,869	\$127,487	\$130,038	\$132,586	\$135,136

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175 (Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement. Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District.

Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time.

Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

Newport-Mesa Unified School District
2021-2022 Psychologist Salary Schedule

191 Days

Includes 3.6% COLA effective July 1, 2021

Salary schedule #47

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step				BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntnl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntnl Board Certification
1				\$93,637	\$97,195	\$99,139	\$101,083	\$103,027
2				\$95,819	\$99,460	\$101,449	\$103,438	\$105,428
3				\$98,052	\$101,777	\$103,813	\$105,848	\$107,884
4				\$100,337	\$104,148	\$106,232	\$108,314	\$110,398
5				\$102,675	\$106,575	\$108,707	\$110,838	\$112,970
6				\$105,067	\$109,058	\$111,240	\$113,421	\$115,602
7				\$107,515	\$111,599	\$113,832	\$116,064	\$118,296
8				\$110,020	\$114,199	\$116,484	\$118,768	\$121,052
9				\$112,583	\$116,860	\$119,198	\$121,535	\$123,873
10				\$115,206	\$119,583	\$121,975	\$124,367	\$126,759
11				\$117,890	\$122,369	\$124,817	\$127,265	\$129,712
12				\$120,637	\$125,220	\$127,725	\$130,230	\$132,734
13				\$120,637	\$125,220	\$127,725	\$130,230	\$132,734
14				\$120,637	\$125,220	\$127,725	\$130,230	\$132,734
15				\$120,637	\$125,220	\$127,725	\$130,230	\$132,734
16				\$123,448	\$128,138	\$130,701	\$133,264	\$135,827
17				\$123,448	\$128,138	\$130,701	\$133,264	\$135,827
18				\$123,448	\$128,138	\$130,701	\$133,264	\$135,827
19				\$123,448	\$128,138	\$130,701	\$133,264	\$135,827
20				\$126,324	\$131,124	\$133,746	\$136,369	\$138,992
21				\$126,324	\$131,124	\$133,746	\$136,369	\$138,992
22				\$126,324	\$131,124	\$133,746	\$136,369	\$138,992
23				\$126,324	\$131,124	\$133,746	\$136,369	\$138,992
24				\$129,267	\$134,179	\$136,862	\$139,546	\$142,231
25				\$129,267	\$134,179	\$136,862	\$139,546	\$142,231
26				\$129,267	\$134,179	\$136,862	\$139,546	\$142,231
27				\$129,267	\$134,179	\$136,862	\$139,546	\$142,231
28				\$129,267	\$137,305	\$140,051	\$142,797	\$145,545

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175

(Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement.

Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District. Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time.

Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

Newport-Mesa Unified School District**2021-2022 Program Specialist Salary Schedule****215 Days**

Includes 3.6% COLA effective July 1, 2021

Salary schedule #48

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step	Intern, Emergency	BA+30 or Credential	BA+45	BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntnl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntnl Board Certification
1	N/A	\$74,806	\$80,416	\$83,633	\$86,978	\$88,718	\$90,457	\$92,197
2		\$77,798	\$83,633	\$86,978	\$90,457	\$92,267	\$94,075	\$95,885
3		\$80,910	\$86,978	\$90,457	\$94,075	\$95,958	\$97,838	\$99,720
4		\$84,146	\$90,457	\$94,075	\$97,838	\$99,796	\$101,752	\$103,709
5		\$87,512	\$94,075	\$97,838	\$101,752	\$103,788	\$105,822	\$107,857
6		\$91,012	\$97,838	\$101,752	\$105,822	\$107,940	\$110,055	\$112,171
7		\$94,652	\$101,752	\$105,822	\$110,055	\$112,258	\$114,457	\$116,658
8		\$98,438	\$105,822	\$110,055	\$114,457	\$116,748	\$119,035	\$121,324
9		\$102,376	\$110,055	\$114,457	\$119,035	\$121,418	\$123,796	\$126,177
10		\$106,471	\$114,457	\$119,035	\$123,796	\$126,275	\$128,748	\$131,224
11		\$106,471	\$119,035	\$123,796	\$128,748	\$131,326	\$133,898	\$136,473
12		\$106,471	\$123,796	\$128,748	\$133,898	\$136,579	\$139,254	\$141,932
13		\$106,471	\$123,796	\$128,748	\$133,898	\$136,579	\$139,254	\$141,932
14		\$106,471	\$123,796	\$128,748	\$133,898	\$136,579	\$139,254	\$141,932
15		\$106,471	\$123,796	\$128,748	\$133,898	\$136,579	\$139,254	\$141,932
16		\$106,471	\$123,796	\$133,898	\$139,254	\$142,042	\$144,824	\$147,609
17		\$106,471	\$123,796	\$133,898	\$139,254	\$142,042	\$144,824	\$147,609
18		\$106,471	\$123,796	\$133,898	\$139,254	\$142,042	\$144,824	\$147,609
19		\$106,471	\$123,796	\$133,898	\$139,254	\$142,042	\$144,824	\$147,609
20		\$106,471	\$123,796	\$139,254	\$144,824	\$147,724	\$150,617	\$153,513
21		\$106,471	\$123,796	\$139,254	\$144,824	\$147,724	\$150,617	\$153,513
22		\$106,471	\$123,796	\$139,254	\$144,824	\$147,724	\$150,617	\$153,513
23		\$106,471	\$123,796	\$139,254	\$144,824	\$147,724	\$150,617	\$153,513
24		\$106,471	\$123,796	\$144,824	\$150,617	\$153,633	\$156,642	\$159,654
25		\$106,471	\$123,796	\$144,824	\$150,617	\$153,633	\$156,642	\$159,654
26		\$106,471	\$123,796	\$144,824	\$150,617	\$153,633	\$156,642	\$159,654
27		\$106,471	\$123,796	\$144,824	\$150,617	\$153,633	\$156,642	\$159,654
28		\$106,471	\$123,796	\$144,824	\$156,642	\$159,778	\$162,908	\$166,040

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175

(Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement. Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District. Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time. Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

Newport-Mesa Unified School District
2021-2022 Secondary Counselors/Social Workers Salary Schedule

196 Days

Includes 3.6% COLA effective July 1, 2021

Salary schedule #49

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step	Intern, Emergency	BA+30 or Credential	BA+45	BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntnl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntnl Board Certification
1	\$58,770	\$63,472	\$68,232	\$70,961	\$73,799	\$75,275	\$76,751	\$78,227
2	\$61,121	\$66,011	\$70,961	\$73,799	\$76,751	\$78,286	\$79,821	\$81,356
3	\$63,566	\$68,651	\$73,799	\$76,751	\$79,821	\$81,417	\$83,014	\$84,610
4	\$66,109	\$71,397	\$76,751	\$79,821	\$83,014	\$84,674	\$86,335	\$87,994
5	\$68,753	\$74,253	\$79,821	\$83,014	\$86,335	\$88,061	\$89,788	\$91,514
6	\$68,753	\$77,223	\$83,014	\$86,335	\$89,788	\$91,583	\$93,380	\$95,175
7	\$68,753	\$80,312	\$86,335	\$89,788	\$93,380	\$95,246	\$97,115	\$98,982
8	\$68,753	\$83,524	\$89,788	\$93,380	\$97,115	\$99,056	\$101,000	\$102,941
9	\$68,753	\$86,865	\$93,380	\$97,115	\$101,000	\$103,018	\$105,040	\$107,059
10	\$68,753	\$90,340	\$97,115	\$101,000	\$105,040	\$107,139	\$109,242	\$111,341
11	\$68,753	\$90,340	\$101,000	\$105,040	\$109,242	\$111,425	\$113,612	\$115,795
12	\$68,753	\$90,340	\$105,040	\$109,242	\$113,612	\$115,882	\$118,156	\$120,427
13	\$68,753	\$90,340	\$105,040	\$109,242	\$113,612	\$115,882	\$118,156	\$120,427
14	\$68,753	\$90,340	\$105,040	\$109,242	\$113,612	\$115,882	\$118,156	\$120,427
15	\$68,753	\$90,340	\$105,040	\$109,242	\$113,612	\$115,882	\$118,156	\$120,427
16	\$68,753	\$90,340	\$105,040	\$113,612	\$118,156	\$120,517	\$122,882	\$125,244
17	\$68,753	\$90,340	\$105,040	\$113,612	\$118,156	\$120,517	\$122,882	\$125,244
18	\$68,753	\$90,340	\$105,040	\$113,612	\$118,156	\$120,517	\$122,882	\$125,244
19	\$68,753	\$90,340	\$105,040	\$113,612	\$118,156	\$120,517	\$122,882	\$125,244
20	\$68,753	\$90,340	\$105,040	\$118,156	\$122,882	\$125,338	\$127,797	\$130,254
21	\$68,753	\$90,340	\$105,040	\$118,156	\$122,882	\$125,338	\$127,797	\$130,254
22	\$68,753	\$90,340	\$105,040	\$118,156	\$122,882	\$125,338	\$127,797	\$130,254
23	\$68,753	\$90,340	\$105,040	\$118,156	\$122,882	\$125,338	\$127,797	\$130,254
24	\$68,753	\$90,340	\$105,040	\$122,882	\$127,797	\$130,352	\$132,909	\$135,464
25	\$68,753	\$90,340	\$105,040	\$122,882	\$127,797	\$130,352	\$132,909	\$135,464
26	\$68,753	\$90,340	\$105,040	\$122,882	\$127,797	\$130,352	\$132,909	\$135,464
27	\$68,753	\$90,340	\$105,040	\$122,882	\$127,797	\$130,352	\$132,909	\$135,464
28	\$68,753	\$90,340	\$105,040	\$122,882	\$132,909	\$135,566	\$138,225	\$140,883

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175

(Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement. Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District. Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time. Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

Newport-Mesa Unified School District**2021-2022 Nurses Salary Schedule**

191 days

Includes 3.6% COLA effective July 1, 2021

Salary schedule #51

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step	Intern, Emergency	BA+30 or Credential	BA+45	BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntl Board Certification
1	\$61,750	\$66,690	\$71,692	\$74,560	\$77,542	\$79,093	\$80,644	\$82,195
2	\$64,220	\$69,358	\$74,560	\$77,542	\$80,644	\$82,257	\$83,870	\$85,483
3	\$66,789	\$72,132	\$77,542	\$80,644	\$83,870	\$85,547	\$87,225	\$88,902
4	\$69,461	\$75,017	\$80,644	\$83,870	\$87,225	\$88,969	\$90,714	\$92,458
5	\$72,239	\$78,018	\$83,870	\$87,225	\$90,714	\$92,528	\$94,343	\$96,156
6	\$72,239	\$81,139	\$87,225	\$90,714	\$94,343	\$96,229	\$98,117	\$100,002
7	\$72,239	\$84,385	\$90,714	\$94,343	\$98,117	\$100,078	\$102,042	\$104,002
8	\$72,239	\$87,760	\$94,343	\$98,117	\$102,042	\$104,081	\$106,124	\$108,162
9	\$72,239	\$91,270	\$98,117	\$102,042	\$106,124	\$108,244	\$110,369	\$112,488
10	\$72,239	\$94,921	\$102,042	\$106,124	\$110,369	\$112,574	\$114,784	\$116,988
11	\$72,239	\$94,921	\$106,124	\$110,369	\$114,784	\$117,077	\$119,375	\$121,668
12	\$72,239	\$94,921	\$110,369	\$114,784	\$119,375	\$121,760	\$124,150	\$126,535
13	\$72,239	\$94,921	\$110,369	\$114,784	\$119,375	\$121,760	\$124,150	\$126,535
14	\$72,239	\$94,921	\$110,369	\$114,784	\$119,375	\$121,760	\$124,150	\$126,535
15	\$72,239	\$94,921	\$110,369	\$114,784	\$119,375	\$121,760	\$124,150	\$126,535
16	\$72,239	\$94,921	\$110,369	\$119,375	\$124,150	\$126,630	\$129,116	\$131,596
17	\$72,239	\$94,921	\$110,369	\$119,375	\$124,150	\$126,630	\$129,116	\$131,596
18	\$72,239	\$94,921	\$110,369	\$119,375	\$124,150	\$126,630	\$129,116	\$131,596
19	\$72,239	\$94,921	\$110,369	\$119,375	\$124,150	\$126,630	\$129,116	\$131,596
20	\$72,239	\$94,921	\$110,369	\$124,150	\$129,116	\$131,695	\$134,281	\$136,860
21	\$72,239	\$94,921	\$110,369	\$124,150	\$129,116	\$131,695	\$134,281	\$136,860
22	\$72,239	\$94,921	\$110,369	\$124,150	\$129,116	\$131,695	\$134,281	\$136,860
23	\$72,239	\$94,921	\$110,369	\$124,150	\$129,116	\$131,695	\$134,281	\$136,860
24	\$72,239	\$94,921	\$110,369	\$129,116	\$134,281	\$136,963	\$139,652	\$142,334
25	\$72,239	\$94,921	\$110,369	\$129,116	\$134,281	\$136,963	\$139,652	\$142,334
26	\$72,239	\$94,921	\$110,369	\$129,116	\$134,281	\$136,963	\$139,652	\$142,334
27	\$72,239	\$94,921	\$110,369	\$129,116	\$134,281	\$136,963	\$139,652	\$142,334
28	\$72,239	\$94,921	\$110,369	\$129,116	\$139,652	\$142,442	\$145,238	\$148,027

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175 (Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement.

Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District. Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time. Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

Newport-Mesa Unified School District
2021-2022 SDC Language, Speech and Hearing

186 Days

Includes 3.6% COLA effective July 1, 2021

Salary schedule #52

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step				BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntnl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntnl Board Certification
1				\$76,792	\$79,710	\$81,304	\$82,898	\$84,493
2				\$79,326	\$82,340	\$83,987	\$85,634	\$87,281
3				\$81,944	\$85,057	\$86,759	\$88,460	\$90,161
4				\$84,648	\$87,864	\$89,622	\$91,379	\$93,136
5				\$87,441	\$90,764	\$92,580	\$94,395	\$96,209
6				\$90,327	\$93,759	\$95,635	\$97,510	\$99,384
7				\$93,308	\$96,853	\$98,791	\$100,728	\$102,664
8				\$96,387	\$100,049	\$102,051	\$104,052	\$106,052
9				\$99,568	\$103,351	\$105,419	\$107,486	\$109,552
10				\$102,854	\$106,762	\$108,898	\$111,033	\$113,167
11				\$106,248	\$110,285	\$112,492	\$114,697	\$116,902
12				\$109,754	\$113,924	\$116,204	\$118,482	\$120,760
13				\$109,754	\$113,924	\$116,204	\$118,482	\$120,760
14				\$109,754	\$113,924	\$116,204	\$118,482	\$120,760
15				\$109,754	\$113,924	\$116,204	\$118,482	\$120,760
16				\$113,376	\$117,683	\$120,039	\$122,392	\$124,745
17				\$113,376	\$117,683	\$120,039	\$122,392	\$124,745
18				\$113,376	\$117,683	\$120,039	\$122,392	\$124,745
19				\$113,376	\$117,683	\$120,039	\$122,392	\$124,745
20				\$117,117	\$121,567	\$124,000	\$126,431	\$128,862
21				\$117,117	\$121,567	\$124,000	\$126,431	\$128,862
22				\$117,117	\$121,567	\$124,000	\$126,431	\$128,862
23				\$117,117	\$121,567	\$124,000	\$126,431	\$128,862
24				\$120,982	\$125,579	\$128,092	\$130,603	\$133,114
25				\$120,982	\$125,579	\$128,092	\$130,603	\$133,114
26				\$120,982	\$125,579	\$128,092	\$130,603	\$133,114
27				\$120,982	\$125,579	\$128,092	\$130,603	\$133,114
28				\$120,982	\$129,723	\$132,319	\$134,913	\$137,507

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175

(Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement. Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District.

Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time. Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

Newport-Mesa Unified School District

2021-2022 Speech-Language Pathologist/Audiologist Salary Schedule

191 Days

Includes 3.6% COLA effective July 1, 2021

Salary schedule #53

	Column 1	Column A	Column B	Column C	Column D	Column E	Column F	Column G
Years/Step				BA + 60 or Masters	BA + 75 and Masters	BA +75, Masters and **Ntnl Board Certification	BA +75, Masters & *Doctorate	BA +75, Masters, *Doctorate, & **Ntnl Board Certification
1				\$78,856	\$82,010	\$83,650	\$85,290	\$86,931
2				\$81,458	\$84,716	\$86,410	\$88,105	\$89,800
3				\$84,146	\$87,512	\$89,262	\$91,012	\$92,763
4				\$86,923	\$90,400	\$92,208	\$94,015	\$95,824
5				\$89,791	\$93,383	\$95,251	\$97,117	\$98,986
6				\$92,754	\$96,465	\$98,394	\$100,322	\$102,253
7				\$95,815	\$99,648	\$101,641	\$103,633	\$105,627
8				\$98,977	\$102,936	\$104,995	\$107,053	\$109,113
9				\$102,243	\$106,333	\$108,460	\$110,586	\$112,714
10				\$105,617	\$109,842	\$112,039	\$114,235	\$116,434
11				\$109,102	\$113,467	\$115,736	\$118,005	\$120,276
12				\$112,702	\$117,211	\$119,555	\$121,899	\$124,245
13				\$112,702	\$117,211	\$119,555	\$121,899	\$124,245
14				\$112,702	\$117,211	\$119,555	\$121,899	\$124,245
15				\$112,702	\$117,211	\$119,555	\$121,899	\$124,245
16				\$116,421	\$121,079	\$123,500	\$125,922	\$128,345
17				\$116,421	\$121,079	\$123,500	\$125,922	\$128,345
18				\$116,421	\$121,079	\$123,500	\$125,922	\$128,345
19				\$116,421	\$121,079	\$123,500	\$125,922	\$128,345
20				\$120,263	\$125,075	\$127,576	\$130,077	\$132,580
21				\$120,263	\$125,075	\$127,576	\$130,077	\$132,580
22				\$120,263	\$125,075	\$127,576	\$130,077	\$132,580
23				\$120,263	\$125,075	\$127,576	\$130,077	\$132,580
24				\$124,232	\$129,202	\$131,786	\$134,370	\$136,955
25				\$124,232	\$129,202	\$131,786	\$134,370	\$136,955
26				\$124,232	\$129,202	\$131,786	\$134,370	\$136,955
27				\$124,232	\$129,202	\$131,786	\$134,370	\$136,955
28				\$124,232	\$133,466	\$136,135	\$138,804	\$141,475

ADDITIONAL ELEMENTS:

*Doctorate will be limited to a degree in education or the specific teaching discipline

**National Board certification from the National Board for Professional Teaching, Psychology, Behavioral Analysis, the National Board for Certified Counselors, or the National Board Certification for School Nurses.

** National Board in relation to position (See Article 12)

***BCLAD = \$850.00 per year

***To receive the B-CLAD stipend, a unit member must be teaching students identified as English Language Learners.

Hourly = \$42.69

Substitute (daily) = \$135.00 Long Term - \$155.00 Extended Long Term - \$175

(Effective January 10, 2021)

EXPERIENCE:

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

Beginning the 2004-05 school year, upon initial employment of shortage area teachers (agreed upon by District and Federation), Special Ed. Teachers, Psychologists, and Speech-Language Pathologists, the District will accept year for year service credit including years of service with an emergency permit.

ACCEPTABILITY OF COLLEGE/UNIVERSITY UNITS:

(for initial placement)

Only upper division or graduate level course work (acceptable towards an advanced degree or credential) over and above the bachelors degree will be considered for initial placement.

Lower division coursework will be given in education and shortage areas within bachelors degree. Supporting transcripts for initial column placement must be submitted by the unit member within 45 days of the date of his/her employment.

PROFESSIONAL GROWTH: (for current employees)

All Professional Growth Units must be approved by the Prof. Growth Committee in advance (pre-approved) of the unit member earning the units except for units sponsored by the District. Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the bachelors degree.

Certificated unit members may submit unit verification at any time. Units submitted during a month will be effective on the first day of the next month for salary placement purposes and shall be paid on the next regular payroll check at the end of the month.

12.15 Extended Learning Academies

12.15.1 Salary

- 12.15.1.1 Hourly rate for Extended Learning Academies shall be paid by the following schedule. The rate will increase by the same percent salary increase that certificated salaries increased on a year-to-year basis.

Year	Hourly Rate
2021-2022	\$42.69

An Extended Learning Academy which occurs during the summer and awards student credit, shall fall under Article 12.16 – Summer Session except Article 12.16.3 – Posting and 12.16.4 – Selection Process.

12.16 Summer Session

- 12.16.2 Teachers employed for an entire Summer Session shall receive a contract based on the hourly schedule below. These rates shall be increased by the same percent salary increase certificated salaries increased on a year-to-year basis. Exceptions to the contract days/hours shall be prorated on the Summer Session schedule.

The following salary schedule shall be used:

Hourly rate based upon service years in the N-MUSD:

Summer Session	0-5 Years	6-10 Years	11-15 Years	16+ Years	Science Math ESY
2021-2022	\$42.69	\$44.19	\$45.66	\$47.13	\$51.54

APPENDIX B**ROLE AND RECOMPENSE**

Unit value is 1.00 percent of Column A, Step 1.

Interim Role and Recompense Plan

Prior to staff and JCCR approval of any Role and Recompense plan for the new school year, the District is authorized to assign an employee to a carry-over position(s) and provide pro-rated payment for Role and Recompense services rendered based on the prior year's plan. Prorated expenditures must be accounted for in the new Role and Recompense plan and shall not exceed the school's allocation for the fiscal year.

1.0 Role and Recompense Units

1.1 Unit Members shall receive Role and Recompense Unit(s) as follows:

1.1.1 ELEMENTARY SCHOOL POSITIONS	UNIT(S) ASSIGNED
1.1.1.1 Grade Level Chair for grades K, 1 st , 2 nd , 3 rd , 4 th , 5 th , and 6 th	0.5
1.1.1.2 Safety Coordinator Recompense will be assigned to that person or in the case of a split assignment those persons selected at each school site to fulfill the requirement of Article 5.6.	2.2
1.1.1.3 Staff Development Coordinator Provide teacher leadership to implement high quality, research-based professional development practices at school.	2.2
1.1.1.4 Student Council Advisor	1.5
1.1.1.5 Technology Coordinator This position will be the teacher at the school site who will assist in the implementation of the newly adopted District Technology Plan.	2.2
1.1.1.6 GATE Coordinator This teacher will provide site leadership in GATE. Through staff development, maintaining GATE students, assist in preparing Individual Learning Plans for each student.	0.5
1.1.1.7 Fine Arts Productions	1.0

1.1.1.8	Test Coordinator	
1.1.1.8.1	TK-2 Schools	1.0
1.1.1.8.2	TK-6/3-6 Schools	2.0
1.1.1.9	SST Coordinator Responsible for distributing paperwork, gathering completed documents, and calendaring of meetings for SST meetings. Duty includes notifying all parties involved when student is to be evaluated.	2.0
1.1.1.10	504 Coordinator Assure students with medical or physical handicap are provided accommodations per Section 504. Maintain student information on AERIES and Synergy. Communicate with parents and site team members on accommodation plans. Attend annual Section 504 training.	2.0
1.1.1.11	Yearbook	1.0
1.1.1.12	Character Education	1.0
1.1.1.13	Science Fair	0.5
1.1.1.14	Lead Teacher	2.0
1.1.2	MIDDLE / INTERMEDIATE SCHOOL POSITIONS	
1.1.2.1	Renaissance Coordinator (7/8)	4.0
1.1.2.2	Yearbook Advisor (7/8)	4.0
1.1.2.3	Technology Coordinator This position will be the teacher at the school site who will assist in the implementation of the newly adopted District Technology Plan.	2.2
1.1.2.4	Staff Development Coordinator Provide teacher leadership to implement high quality, research-based professional development practices at school.	2.2
1.1.2.5	Testing Coordinator	4.0

1.1.2.6	Safety Coordinator Recompense will be assigned to that person or in the case of a split assignment those persons selected at each school site to fulfill the requirement of Article 5.6.	2.2
1.1.2.7	504 Coordinator Assure students with medical or physical handicap are provided accommodations per Section 504. Maintain student information on AERIES and Synergy. Communicate with parents and site team members on accommodation plans. Attend annual Section 504 training.	2.0
1.1.2.8	Secondary GATE Coordinator This teacher will provide site leadership in GATE. Through staff development, maintaining GATE students, assist in preparing Individual Learning Plans for each student.	1.0
1.1.2.9	SST Coordinator Responsible for distributing paperwork, gathering completed documents, and calendaring of meetings for SST meetings. Duty includes notifying all parties involved when student is to be evaluated.	2.0
1.1.2.10	Forensics Nine (9) speech and/or debate contests.	5.0
1.1.2.11	Librarian Librarians function as a department chair responsible for budget, leadership, policies and procedures to ensure a library media program integral to curriculum and standards. Provide access to the library before/after regular school hours.	6.0
1.1.2.12	Journalism Publish minimum of five (5) issues of the school paper.	6.0
1.1.2.13	Intermediate School Athletics	
1.1.2.13.1	Activities Director	8.0
1.1.2.13.2	Athletics Coordinator	2.5
	Basketball - 7 th Grade Boys	2.5
	Basketball - 8 th Grade Boys	2.5

APPENDIX B

Basketball - 7 th Grade Girls	2.5
Basketball - 8 th Grade Girls	2.5
Cheer	2.5
Cross Country – Boys	2.5
Cross Country – Girls	2.5
Golf – Co-ed	2.5
Soccer – 7 th Grade Boys	2.5
Soccer – 8 th Grade Boys	2.5
Soccer – 7 th Grade Girls	2.5
Soccer – 8 th Grade Girls	2.5
Track and Field – 7 th Grade Boys	2.5
Track and Field – 8 th Grade Boys	2.5
Track and Field - 7 th Grade Girls	2.5
Track and Field – 8 th Grade Girls	2.5
Volleyball – 7 th Grade Boys	2.5
Volleyball – 8 th Grade Boys	2.5
Volleyball - 7 th Grade Girls	2.5
Volleyball - 8 th Grade Girls	2.5
Intramurals – Boys	2.5
Intramurals – Girls	2.5

- 1.1.2.13.3 One coach may not be paid for coaching more than one and one-half teams of the same sport during any one sports season. However, two coaches who share coaching duties for three teams shall receive recompense for one and one-half teams.

1.1.2.13.4	Full-time unit members who coach two (2) or more sports (additional stipend).	2.0
1.1.3	HIGH SCHOOL POSITIONS	UNIT(S) ASSIGNED
1.1.3.1	Safety Coordinator Recompense will be assigned to that person or in the case of a split assignment those persons selected at each school site to fulfill the requirement of Article 5.6.	2.2
1.1.3.2	Technology Coordinator This position will be the teacher at the school site who will assist in the implementation of the newly adopted District Technology Plan.	2.2
1.1.3.3	Staff Development Coordinator Provide teacher leadership to implement high quality, research-based professional development practices at school.	2.2
1.1.3.4	Testing Coordinator:	
	Small High School Back Bay/Monte Vista, Early College High School	4.0
	Large High School: Corona del Mar, Costa Mesa, Estancia, Newport Harbor	6.0
1.1.3.5	Senior Project Coordinator:	
	Small High School Back Bay/Monte Vista, Early College High School	2.0
	Large High School: Corona del Mar, Costa Mesa, Estancia, Newport Harbor	3.0
1.1.3.6	504 Coordinator Assure students with medical or physical handicap are provided accommodations per Section 504. Maintain student information on AERIES and Synergy. Communicate with parents and site team members on accommodation plans. Attend annual Section 504 training.	2.0

1.1.3.7	Secondary GATE Coordinator	1.0
	This teacher will provide site leadership in GATE. Through staff development, maintaining GATE students, assist in preparing Individual Learning Plans for each student.	
1.1.3.8	SST Coordinator	2.0
	Responsible for distributing paperwork, gathering completed documents, and calendaring of meetings for SST meetings. Duty includes notifying all parties involved when student is to be evaluated.	
1.1.3.9	Academic Decathlon Advisor	5.0
	Recompense will be assigned to those high school advisors who provide sufficient before/after school practice and training to prepare students to compete in regional/state competition(s).	
1.1.3.10	Youth and Government Advisor	10.0
	Recompense will be assigned to the high school advisors who provide sufficient before/after school practice and training to prepare students to participate in regional/state activities. The advisor will enter and accompany students to activities.	
1.1.3.11	Forensics	5.0
	Nine (9) speech and/or debate contests.	
1.1.3.12	Secondary School Librarians	6.0
1.1.4	CIF Athletics (Comprehensive High Schools)	
1.1.4.1	Regular Season	
	Baseball Head Coach – Varsity	7.0
	Baseball Coach – Jr. Varsity	5.0
	Baseball Coach – Frosh/Soph	4.0
	Basketball Head Coach – Varsity (Boys)	8.0
	Basketball Coach – Jr. Varsity (Boys)	5.0
	Basketball Coach – Frosh/Soph (Boys)	4.0
	Basketball Head Coach – Varsity (Girls)	8.0

APPENDIX B

Basketball Coach – Jr. Varsity (Girls)	5.0
Basketball Coach – Frosh/Soph (Girls)	4.0
Cross Country Head Coach – Varsity	7.0
Cross Country Coach – Jr. Varsity	5.0
Field Hockey Coach – Varsity	7.0
Football Head Coach – Varsity	9.0
Football Asst. Coach – Varsity x 4	7.0
Football Head Coach – Soph	5.0
Football Head Coach – Frosh	5.0
Football Asst. Coach – Soph	5.0
Football Asst. Coach – Frosh	4.0
Golf Head Coach x 2 (B,G)	7.0
Golf Coach – Jr. Varsity x 2 (B,G)	5.0
Lacrosse Head Coach x 2 (B,G)	7.0
Lacrosse Coach – Jr. Varsity x 2 (B,G)	5.0
Soccer Head Coach x 2 (B,G)	7.0
Soccer Coach – Jr. Varsity x 2 (B,G)	5.0
Soccer Coach – Frosh/Soph x 2 (B,G)	4.0
Softball Head Coach – Varsity	7.0
Softball Coach – Jr. Varsity	5.0
Swim Head Coach – Varsity x 2 (B,G)	7.0
Swim Coach – Jr. Varsity x 2 (B,G)	5.0
Swim Coach – Frosh/Soph (Girls)	4.0

Tennis Head Coach – Varsity x 2 (B,G)	7.0
Tennis Coach – Jr. Varsity x 2 (B,G)	5.0
Tennis Coach – Frosh/Soph (Girls)	4.0
Track Head Coach – Varsity x 2 (B,G)	7.0
Track Coach – Jr. Varsity x 2 (B,G)	5.0
Track Coach – Frosh/Soph x 2 (B,G)	4.0
Volleyball Coach – Varsity x 2 (B,G)	7.0
Volleyball Coach – Jr. Varsity x 2 (B,G)	5.0
Volleyball Coach – Frosh/Soph x 2 (B,G)	4.0
Water Polo Head Coach – Varsity x 2 (B,G)	7.0
Water Polo Coach – Jr. Varsity x 2 (B,G)	5.0
Water Polo Coach – Frosh/Soph x 2 (B,G)	4.0
Wrestling Head Coach – Varsity x 2 (B,G)	7.0
Wrestling Coach – Jr. Varsity	5.0
Wrestling Coach – Frosh/Soph	4.0
Full-time unit members who coach two (2) or more sports at any level	2.0

2.0 Flex Units

2.1 Funds allocated for Flexibility margins. See Article 12.12.2 for further explanation.

2.1.1 Flexibility margins will be assigned as follows:

High School: Corona del Mar, Costa Mesa, Estancia and Newport Harbor	3.0
Alt High School: Back Bay/Monte Vista, Early College High School	3.0
Mid/Inter School: Corona del Mar Middle, Costa Mesa Middle, TeWinkle Middle and Ensign Intermediate	6.0

Elementary School: Units will be allocated based on the previous year CBED data. 0.5 unit per 50 students. (Example: 450-499 students = 4.5 units, 500-549 students = 5.0 units)

- | | | |
|-------|---|-----|
| 2.1.2 | High Schools with enrollment over 2,000 will receive 3.5 additional units. | 3.5 |
| 2.1.3 | Elementary Schools with enrollment over 700 will receive 2.0 additional units | 2.0 |

3.0 Stipend Units

- 3.1 Unit members shall receive a Stipend Unit(s) as follows:

- | | | |
|---------|---|------------------------------|
| 3.1.1 | ELEMENTARY SCHOOL POSITIONS | UNIT(S)
ASSIGNED |
| 3.1.1.1 | Overnight Excursions – per night
Recompense will be assigned at .25 units per night for each teacher who attends overnight excursions (4 th , 5 th and 6 th grades). | 0.25 |
| 3.1.2 | MIDDLE / INTERMEDIATE SCHOOL POSITIONS | UNIT(S)
ASSIGNED |
| 3.1.2.1 | School Subject Coordinator
Those who have responsibility for these subjects shall be compensated:
Language Arts, Mathematics, Science, Social Science,
Physical Education, Electives, Special Education
CORE (CWT – 6 th grade only) | 4.4 |
| 3.1.3 | HIGH SCHOOL POSITIONS | UNIT(S)
ASSIGNED |
| 3.1.3.1 | Department Chairperson
Those Department Chairs who have responsibility for:
8-20 sections shall receive
21-40 sections shall receive
41+ sections shall receive |

5.0
5.5
6.0 |
| 3.1.3.2 | Chairperson of two of more Departments who have responsibility for:

8-20 sections shall receive
21-40 sections shall receive
41+ sections shall receive |

6.76
7.37
7.98 |

3.1.3.3	Athletic Directors x 2 (Boys, Girls)	10.0
3.1.3.4	Activities Coordinator	18.0
3.1.3.5	Yearbook (annual)	6.0
3.1.3.6	Journalism Publish minimum of five (5) issues of the school paper.	6.0
3.1.3.7	High School Performance and Production	
	Instrumental Music Performance at football games and public concerts (given beyond the hours of the regular duty day), or alternate combination of events which equals a total of fifteen (15) public performances as approved or required by the immediate supervisor. The immediate supervisor may not require more than fifteen (15) performances.	7.0
3.1.3.8	Concert and Festival – Winter Season A minimum of two (2) separate concert performances outside of regular school hours and participation in four (4) separate festivals.	6.0
3.1.3.9	Parade and Competition – Spring Season Must participate in a minimum of four separate competitions.	4.0
3.1.3.10	Choral or Vocal Music Fifteen (15) public performances (given beyond the hours of the regular day) as approved or required by the immediate supervisor The immediate supervisor may not require more than fifteen (15) performances.	6.0
3.1.3.11	Drama One (1) major production, involving at least three (3) performances, two (2) of which are evening performances. One (1) additional major production, meeting the above criteria, will receive a second stipend of the same value. A unit member will not receive compensation for more than two (2) major productions per year at this stipend level.	7.0
	The unit member will receive an additional stipend for either a third major production meeting the above	4.0

criteria, or participation in at least three (3) festivals involving a minimum of ten (10) competing students per festival.

3.1.3.12	Drill Team or Flag Auxiliary	5.0
	Performance at each home football game and performances required by the instrumental music teacher	
3.1.3.13	Drill Team (summer) Summer Camp	5.0
3.1.3.14	Stage Craft or Technical Theater	5.0
	One (1) major production involving at least three (3) performances, two of which are evening performances. One additional major production, meeting the above criteria, will receive a second stipend of the same value. A unit member will not receive compensation for more than two (2) major productions per year at this stipend level.	
	The unit member will receive an additional stipend for a third major production meeting the above criteria.	4.0
3.1.3.15	Pep Squad Advisor	6.0
	Supervise performances at nine (9) football games, all home basketball games, and after-school practices to prepare for these games.	
	Cheer Camp (summer program)	1.5
3.1.3.16	Dance	4.0
	Performances as required for Dance/Drama productions.	
3.1.4	CIF Athletics (Comprehensive High Schools)	
3.1.4.1	Regular Season	
	Beach Volleyball – Varsity (Girls)	7.0
	Beach Volleyball – Jr. Varsity (Girls)	5.0
	Competitive Cheer – Varsity	7.0
	Competitive Cheer – Jr. Varsity	5.0
	Field Hockey – Jr. Varsity	5.0
	Stunt Cheer – Varsity	7.0

Stunt Cheer – Jr. Varsity

5.0

3.1.4.2 CIF Playoffs and Post Season Competition

3.1.4.2.1 CIF Playoffs/Post Season Competition

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

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

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

3.1.4.2.4 Pep Squad participation will be compensated by the same condition in 3.1.4.2.3.

3.1.5 District Art Curator

4.0

The Superintendent shall appoint from among the certificated staff of the District an Art Collection Curator who will be responsible for the care and maintenance of the collection.

APPENDIX B2

ROLE AND RECOMPENSE

Effective 2022-2023 school year.

Unit value is 1.00 percent of Column A, Step 1.

Interim Role and Recompense Plan

Prior to staff and JCCR approval of any Role and Recompense plan for the new school year, the District is authorized to assign an employee to a carry-over position(s) and provide pro-rated payment for Role and Recompense services rendered based on the prior year's plan. Prorated expenditures must be accounted for in the new Role and Recompense plan and shall not exceed the school's allocation for the fiscal year.

1.0 Role and Recompense Units

1.1 Unit Members shall receive Role and Recompense Unit(s) as follows:

1.1.1	ELEMENTARY SCHOOL POSITIONS	UNIT(S) ASSIGNED
1.1.1.1	Grade Level Chair for grades K, 1 st , 2 nd , 3 rd , 4 th , 5 th , and 6 th	0.5
1.1.1.2	Staff Development Coordinator Provide teacher leadership to implement high quality, research-based professional development practices at school.	2.2
1.1.1.3	Student Council Advisor	1.5
1.1.1.4	Technology Coordinator This position will be the teacher at the school site who will assist in the implementation of the newly adopted District Technology Plan.	2.2
1.1.1.5	GATE Coordinator This teacher will provide site leadership in GATE. Through staff development, maintaining GATE students, assist in preparing Individual Learning Plans for each student.	0.5
1.1.1.6	Fine Arts Productions	1.0
1.1.1.7	Test Coordinator	

1.1.1.7.1	TK-2 Schools	1.0
1.1.1.7.2	TK-6/3-6 Schools	2.0
1.1.1.8	SST Coordinator	2.0
	<ul style="list-style-type: none"> Attend SST trainings and communicate updates with site Prepare for meetings: distribute and collect forms/documents Schedule and facilitate meetings Record and maintain meeting notes Update student files as needed Conduct follow up as needed 	
1.1.1.9	Yearbook	1.0
1.1.1.10	Character Education	1.0
1.1.1.11	Science Fair	0.5
1.1.1.12	Lead Teacher	2.0
1.1.2	MIDDLE / INTERMEDIATE SCHOOL POSITIONS	UNIT(S) ASSIGNED
1.1.2.1	Renaissance Coordinator (7/8)	4.0
1.1.2.2	Yearbook Advisor (7/8)	4.0
1.1.2.3	Technology Coordinator This position will be the teacher at the school site who will assist in the implementation of the newly adopted District Technology Plan.	2.2
1.1.2.4	Staff Development Coordinator Provide teacher leadership to implement high quality, research-based professional development practices at school.	2.2
1.1.2.5	Testing Coordinator	4.0

1.1.2.6	Secondary GATE Coordinator	1.0
	This teacher will provide site leadership in GATE. Through staff development, maintaining GATE students, assist in preparing Individual Learning Plans for each student.	
1.1.2.7	SST Coordinator	2.0
	<ul style="list-style-type: none"> • Attend SST trainings and communicate updates with site • Prepare for meetings: distribute and collect forms/documents • Schedule and facilitate meetings • Record and maintain meeting notes • Update student files as needed • Conduct follow up as needed 	
1.1.2.8	Forensics	5.0
	Nine (9) speech and/or debate contests.	
1.1.2.9	Librarian	6.0
	Librarians function as a department chair responsible for budget, leadership, policies and procedures to ensure a library media program integral to curriculum and standards. Provide access to the library before/after regular school hours.	
1.1.2.10	Journalism	6.0
	Publish minimum of five (5) issues of the school paper.	
1.1.2.11	Intermediate School Athletics	
1.1.2.11.1	Activities Director	8.0
1.1.2.11.2	Athletics Coordinator	2.5
	Basketball - 7 th Grade Boys	2.5
	Basketball - 8 th Grade Boys	2.5
	Basketball - 7 th Grade Girls	2.5
	Basketball - 8 th Grade Girls	2.5
	Cheer	2.5

	Cross Country – Boys	2.5
	Cross Country – Girls	2.5
	Golf – Co-ed	2.5
	Soccer – 7 th Grade Boys	2.5
	Soccer – 8 th Grade Boys	2.5
	Soccer – 7 th Grade Girls	2.5
	Soccer – 8 th Grade Girls	2.5
	Track and Field – 7 th Grade Boys	2.5
	Track and Field – 8 th Grade Boys	2.5
	Track and Field - 7 th Grade Girls	2.5
	Track and Field – 8 th Grade Girls	2.5
	Volleyball – 7 th Grade Boys	2.5
	Volleyball – 8 th Grade Boys	2.5
	Volleyball - 7 th Grade Girls	2.5
	Volleyball - 8 th Grade Girls	2.5
	Intramurals – Boys	2.5
	Intramurals – Girls	2.5
1.1.2.11.3	One coach may not be paid for coaching more than one and one-half teams of the same sport during any one sports season. However, two coaches who share coaching duties for three teams shall receive recompense for one and one-half teams.	
1.1.2.11.4	Full-time unit members who coach two (2) or more sports (additional stipend).	2.0

1.1.3	HIGH SCHOOL POSITIONS	UNIT(S) ASSIGNED
1.1.3.1	Technology Coordinator This position will be the teacher at the school site who will assist in the implementation of the newly adopted District Technology Plan.	2.2
1.1.3.2	Staff Development Coordinator Provide teacher leadership to implement high quality, research-based professional development practices at school.	2.2
1.1.3.3	Testing Coordinator: Small High School: Back Bay/Monte Vista, Early College High School Large High School: Corona del Mar, Costa Mesa, Estancia, Newport Harbor	4.0 6.0
1.1.3.4	Senior Project Coordinator: Small High School: Back Bay/Monte Vista, Early College High School Large High School: Corona del Mar, Costa Mesa, Estancia, Newport Harbor	2.0 3.0
1.1.3.5	Secondary GATE Coordinator This teacher will provide site leadership in GATE. Through staff development, maintaining GATE students, assist in preparing Individual Learning Plans for each student.	1.0
1.1.3.6	SST Coordinator <ul style="list-style-type: none"> Attend SST trainings and communicate updates with site Prepare for meetings: distribute and collect forms/documents Schedule and facilitate meetings Record and maintain meeting notes Update student files as needed Conduct follow up as needed 	2.0
1.1.3.7	Academic Decathlon Advisor Recompense will be assigned to those high school advisors who provide sufficient before/after school	5.0

practice and training to prepare students to compete in regional/state competition(s).

1.1.3.8	Youth and Government Advisor Recompense will be assigned to the high school advisors who provide sufficient before/after school practice and training to prepare students to participate in regional/state activities. The advisor will enter and accompany students to activities.	10.0
1.1.3.9	Forensics Nine (9) speech and/or debate contests.	5.0
1.1.3.10	Secondary School Librarians	6.0
1.1.4	CIF Athletics (Comprehensive High Schools)	
1.1.4.1	Regular Season	
	Baseball Head Coach – Varsity	7.0
	Baseball Coach – Jr. Varsity	5.0
	Baseball Coach – Frosh/Soph	4.0
	Basketball Head Coach – Varsity (Boys)	8.0
	Basketball Coach – Jr. Varsity (Boys)	5.0
	Basketball Coach – Frosh/Soph (Boys)	4.0
	Basketball Head Coach – Varsity (Girls)	8.0
	Basketball Coach – Jr. Varsity (Girls)	5.0
	Basketball Coach – Frosh/Soph (Girls)	4.0
	Cross Country Head Coach – Varsity	7.0
	Cross Country Coach – Jr. Varsity	5.0
	Field Hockey Coach – Varsity	7.0
	Football Head Coach – Varsity	9.0
	Football Asst. Coach – Varsity x 4	7.0

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Football Head Coach – Soph	5.0
Football Head Coach – Frosh	5.0
Football Asst. Coach – Soph	5.0
Football Asst. Coach – Frosh	4.0
Golf Head Coach x 2 (B,G)	7.0
Golf Coach – Jr. Varsity x 2 (B,G)	5.0
Lacrosse Head Coach x 2 (B,G)	7.0
Lacrosse Coach – Jr. Varsity x 2 (B,G)	5.0
Soccer Head Coach x 2 (B,G)	7.0
Soccer Coach – Jr. Varsity x 2 (B,G)	5.0
Soccer Coach – Frosh/Soph x 2 (B,G)	4.0
Softball Head Coach – Varsity	7.0
Softball Coach – Jr. Varsity	5.0
Swim Head Coach – Varsity x 2 (B,G)	7.0
Swim Coach – Jr. Varsity x 2 (B,G)	5.0
Swim Coach – Frosh/Soph (Girls)	4.0
Tennis Head Coach – Varsity x 2 (B,G)	7.0
Tennis Coach – Jr. Varsity x 2 (B,G)	5.0
Tennis Coach – Frosh/Soph (Girls)	4.0
Track Head Coach – Varsity x 2 (B,G)	7.0
Track Coach – Jr. Varsity x 2 (B,G)	5.0
Track Coach – Frosh/Soph x 2 (B,G)	4.0
Volleyball Coach – Varsity x 2 (B,G)	7.0

Volleyball Coach – Jr. Varsity x 2 (B,G)	5.0
Volleyball Coach – Frosh/Soph x 2 (B,G)	4.0
Water Polo Head Coach – Varsity x 2 (B,G)	7.0
Water Polo Coach – Jr. Varsity x 2 (B,G)	5.0
Water Polo Coach – Frosh/Soph x 2 (B,G)	4.0
Wrestling Head Coach – Varsity x 2 (B,G)	7.0
Wrestling Coach – Jr. Varsity	5.0
Wrestling Coach – Frosh/Soph	4.0
Full-time unit members who coach two (2) or more sports at any level	2.0

2.0 Flex Units

2.1 Funds allocated for Flexibility margins. See Article 12.12.2 for further explanation.

2.1.1 Flexibility margins will be assigned as follows:

High School: Corona del Mar, Costa Mesa, Estancia and Newport Harbor	3.0
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Alt High School: Back Bay/Monte Vista, Early College High School	3.0
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Mid/Inter School: Corona del Mar Middle, Costa Mesa Middle, TeWinkle Middle and Ensign Intermediate	6.0
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Elementary School: Units will be allocated based on the previous year CBED data. 0.5 unit per 50 students. (Example: 450-499 students = 4.5 units, 500-549 students = 5.0 units). In addition, each school will receive 1.0 unit.

2.1.2 High Schools with enrollment over 2,000 will receive 3.5 additional units.	3.5
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2.1.3 Elementary Schools with enrollment over 700 will receive 2.0 additional units	2.0
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3.0 Stipend Units

3.1 Unit members shall receive a Stipend Unit(s) as follows:

3.1.1 ELEMENTARY SCHOOL POSITIONS UNIT(S) ASSIGNED

3.1.1.1 Site Safety Coordinator 2.2

- Attend district meetings and communicate updates with the site
- Assist administration in development of Comprehensive Safety Plan
- Assist in conducting safety training with all staff
- Assist administration in planning and executing emergency drills
- Inventory and report status of supplies and equipment in the emergency bins and classroom emergency buckets

3.1.1.2 504 Coordinator

- Attend Section 504 trainings and communicate updates with site
- Collect, input and maintain student information
- Coordinate, schedule and facilitate 504 meetings
- Communicate with parents and site team members on accommodation plans

Number of Students*	0	0.5
	1-10	1.5
	11-20	2.0
	21-30	2.5
	31-40	3.0

Each 10 after = 0.5

*Number based on previous year June 1 data

3.1.1.3 English Learner Coordinator

- Attend district meetings and communication updates with site
- Support placement and progress monitoring of English Learner and RFEP students
- Coordinate ELPAC testing and reclassification documentation
- Support ELAC meetings and EL parent engagement

Number of EL Students*	1- 40	1.0
	41- 80	1.5
	81-120	2.0
	121-160	2.5
	161-200	3.0
	Each 40 after =0.5	

*Number based on previous year CBEDS data

- 3.1.1.4 Overnight Excursions – per night 0.25
 Recompense will be assigned at .25 units per night for each teacher who attends overnight excursions (4th, 5th and 6th grades).

3.1.2 MIDDLE / INTERMEDIATE SCHOOL POSITIONS **UNIT(S)
ASSIGNED**

- 3.1.2.1 School Subject Coordinator 4.4
 Those who have responsibility for these subjects shall be compensated:

Language Arts, Mathematics, Science, Social Science,
 Physical Education, Electives, Special Education
 CORE (CWT – 6th grade only)

- 3.1.2.2 Site Safety Coordinator 2.2
- Attend the district meetings and communicate updates with the site
 - Assist administration in development of Comprehensive Safety Plan
 - Assist in conducting safety training with all staff
 - Assist administration in planning and executing emergency drills
 - Inventory and report status of supplies and equipment in the emergency bins and classroom emergency buckets

3.1.2.3 504 Coordinator

- Attend Section 504 training and communicate updates with site
- Collect, input and maintain student information
- Coordinate, schedule and facilitate 504 meetings
- Communicate with parents and site team members on accommodation plans

Number of Students*	0	0.5
	1-10	1.5
	11-20	2.0
	21-30	2.5
	31-40	3.0

Each 10 after = 0.5

*Number based on previous year June 1 data

3.1.2.4 English Learner Coordinator

- Attend district meetings and communicate updates with site
- Support placement and progress monitoring of English Learner and RFEP students
- Coordinate ELPAC testing and reclassification documentation
- Support ELAC meetings and EL parent engagement

Number of EL Students*	1- 40	1.0
	41- 80	1.5
	81-120	2.0
	121-160	2.5
	161-200	3.0

Each 40 after = 0.5

*Number based on previous year CBEDS data

3.1.3 HIGH SCHOOL POSITIONS

**UNIT(S)
ASSIGNED**

3.1.3.1 Department Chairperson

Those Department Chairs who have responsibility for:

8-20 sections shall receive	5.0
21-40 sections shall receive	5.5
41+ sections shall receive	6.0

3.1.3.2 Chairperson of two of more Departments who have responsibility for:

8-20 sections shall receive	6.76
21-40 sections shall receive	7.37
41+ sections shall receive	7.98

3.1.3.3 Site Safety Coordinator 2.2

- Attend district meetings and communicate updates with the site
- Assist administration in development of Comprehensive Safety Plan
- Assist in conducting safety training with all staff
- Assist administration in planning and executing emergency drills
- Inventory and report status of supplies and equipment in the emergency bins and classroom emergency buckets

3.1.3.4 504 Coordinator

- Attend Section 504 trainings and communicate updates with site
- Collect, input and maintain student information
- Coordinate, schedule and facilitate 504 meetings
- Communicate with parents and site team members on accommodation plans

Number of Students*	0	0.5
	1-10	1.5
	11-20	2.0
	21-30	2.5
	31-40	3.0

Each 10 after = 0.5

*Number based on previous year June 1 data

3.1.3.5 English Learner Coordinator

- Attend district meetings and communicate updates with site
- Support placement and progress monitoring of English Learner and RFEP students
- Coordinate ELPAC testing and reclassification documentation
- Support ELAC meetings and EL parent engagement

Number of EL Students*	1- 40	1.0
	41- 80	1.5
	81-120	2.0
	121-160	2.5
	161-200	3.0

Each 40 after =0.5

*Number based on previous year CBEDS data

3.1.3.6 Athletic Directors x 2 (Boys, Girls) 10.0

3.1.3.7 Activities Coordinator 18.0

3.1.3.8	Yearbook (annual)	6.0
3.1.3.9	Journalism Publish minimum of five (5) issues of the school paper.	6.0
3.1.3.10	High School Performance and Production	
	Instrumental Music Performance at football games and public concerts (given beyond the hours of the regular duty day), or alternate combination of events which equals a total of fifteen (15) public performances as approved or required by the immediate supervisor. The immediate supervisor may not require more than fifteen (15) performances.	7.0
3.1.3.11	Concert and Festival – Winter Season A minimum of two (2) separate concert performances outside of regular school hours and participation in four (4) separate festivals.	6.0
3.1.3.12	Parade and Competition – Spring Season Must participate in a minimum of four separate competitions.	4.0
3.1.3.13	Choral or Vocal Music Fifteen (15) public performances (given beyond the hours of the regular day) as approved or required by the immediate supervisor. The immediate supervisor may not require more than fifteen (15) performances.	6.0
3.1.3.14	Drama One (1) major production, involving at least three (3) performances, two (2) of which are evening performances. One (1) additional major production, meeting the above criteria, will receive a second stipend of the same value. A unit member will not receive compensation for more than two (2) major productions per year at this stipend level.	7.0
	The unit member will receive an additional stipend for either a third major production meeting the above criteria, or participation in at least three (3) festivals involving a minimum of ten (10) competing students per festival.	4.0

3.1.3.15	Drill Team or Flag Auxiliary	5.0
	Performance at each home football game and performances required by the instrumental music teacher	
3.1.3.16	Drill Team (summer) Summer Camp	5.0
3.1.3.17	Stage Craft or Technical Theater	5.0
	One (1) major production involving at least three (3) performances, two of which are evening performances. One additional major production, meeting the above criteria, will receive a second stipend of the same value. A unit member will not receive compensation for more than two (2) major productions per year at this stipend level.	
	The unit member will receive an additional stipend for a third major production meeting the above criteria.	4.0
3.1.3.18	Pep Squad Advisor	6.0
	Supervise performances at nine (9) football games, all home basketball games, and after-school practices to prepare for these games.	
	Cheer Camp (summer program)	1.5
3.1.3.19	Dance	4.0
	Performances as required for Dance/Drama productions.	
3.1.4	CIF Athletics (Comprehensive High Schools)	
3.1.4.1	Regular Season	
	Beach Volleyball – Varsity (Girls)	7.0
	Beach Volleyball – Jr Varsity (Girls)	5.0
	Competitive Cheer – Varsity	7.0
	Competitive Cheer – Jr. Varsity	5.0
	Field Hockey – Jr. Varsity	5.0
	Stunt Cheer – Varsity	7.0
	Stunt Cheer – Jr. Varsity	5.0
3.1.4.2	CIF Playoffs and Post Season Competition	

3.1.4.2.1 CIF Playoffs/Post Season Competition

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

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

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

3.1.4.2.4 Pep Squad participation will be compensated by the same condition in 3.1.4.2.3.

3.1.5 District Art Curator

4.0

The Superintendent shall appoint from among the certificated staff of the District an Art Collection Curator who will be responsible for the care and maintenance of the collection.

2021-22 SCHEDULE OF SCHOOL ACTIVITIES

TK-12 First Duty Day for TK-12 Teachers/TK-12 Staff Development Day.....	(Mon) August 16, 2021
TK-12 Staff Development Day	(Tues) August 17, 2021
TK-12 Teacher Prep Day.....	(Wed) August 18, 2021
TK-12 Staff Development Day	(Thur) August 19, 2021
TK-12 Teacher Prep Day.....	(Fri) August 20, 2021
First Day of School for TK-12 Students	(Mon) August 23, 2021
*Alternate Elementary Conference Day TK-6 Teachers.....	(Wed) September 29, 2021
(TK-6 Students Only - Local Non-Student Day)	
End of First Quarter	(Fri) October 15, 2021
Elementary Conference Day TK-6 Teachers	(Wed) October 27, 2021
(TK-6 Students Only - Local Non-Student Day)	
TK-12 Staff Development Day for Teachers.....	(Mon) November 1, 2021
(TK-12 - Local Non-Student Day)	
End of First Trimester (Back Bay/Monte Vista High School)	(Fri) November 12, 2021
End of Second Quarter/First Semester	(Thur) December 16, 2021
Secondary Preparation Day for Teachers.....	(Fri) December 17, 2021
(7-12 Students Only - Local Non-Student Day)	
Elementary Conference Day TK-6 Teachers	(Wed) March 9, 2022
(TK-6 Students Only - Local Non-Student Day)	
End of Second Trimester (Back Bay/Monte Vista High School)	(Fri) March 4, 2022
End of Third Quarter	(Fri) March 18, 2022
End of Second Semester.....	(Thur) June 9, 2022
Last Day of School 7-12 Students	(Thur) June 9, 2022
Last Day of School TK-6 Students.....	(Fri) June 10, 2022
Last Day of Service TK-12 Teachers	(Fri) June 10, 2022

<u>Instructional Staff</u>	<u>Legal/Local Non-Student Days</u>	<u>Classified Staff Holidays</u>
	Independence Day Observed	July 5, 2021
September 6, 2021	Labor Day.....	September 6, 2021
September 29, 2021.....	*Alternate Day Conference Day TK-6 Teacher	
	(Local Non-Student Day for TK-6 Students *Alternate).....	
October 27, 2021	Conference Day TK-6 Teachers	
	(Local Non-Student Day for TK-6 Students)	
November 1, 2021	Staff Development Day TK-12 Teachers	
	(Local Non-Student Day for TK-12 Students)	
November 11, 2021	Veterans' Day.....	November 11, 2021
November 24-26, 2021.....	Thanksgiving Recess	November 25 and 26, 2021
December 17, 2021.....	Preparation Day 7-12 Teachers	
	(Local Non-Student Day for 7-12 Students)	
December 20, 2021.....	Winter Recess.....	December 23 and 24, 2021
December 31, 2021.....		December 30 and 31, 2021
January 17, 2022	Martin Luther King, Jr. Day	January 17, 2022
February 21 - 25, 2022 (5 Days).....	Presidents' Recess.....	
	Presidents' Day.....	February 21, 2022
	Lincoln's Birthday Observed	February 22, 2022
	Admission Day Observed	February 23, 2022
March 9, 2022	Conference Day TK-6 Teachers	
	(Local Non-Student Day for TK-6 Students)	
April 11-15, 2022	Spring Recess	
May 30, 2022	Memorial Day	May 30, 2022

QUARTER DATES

October 15, 2021 (39 Days)	End of First Quarter
December 16, 2021 (40 Days)	End of Second Quarter
March 18, 2022 (48 Days).....	End of Third Quarter
June 9, 2022 (53 Days).....	End of Fourth Quarter

EARLY COLLEGE HIGH SCHOOL 2021-22 SCHEDULE OF SCHOOL ACTIVITIES

Staff/Professional Development Days for ECHS Teachers	(Wed-Fri) August 4-6, 2021
Staff Preparation Days for ECHS Teachers	(Mon-Tue) August 9-10, 2021
First Day of School for Students	(Wed) August 11, 2021
1 st Day of CCC Classes	(Mon) August 30, 2021
End of First Quarter	(Fri) October 15, 2021
Professional Development Day for All Teachers	(Mon) November 1, 2021
Last Day of CCC Classes	(Thu) December 9, 2021
End of Second Quarter/First Semester	(Thu) December 16, 2021
Staff Preparation/Grading Day for Teachers	(Fri) December 17, 2021
Start of the Second Semester	(Mon) January 10, 2022
First Day of CCC Classes	(Mon) January 31, 2022
End of Third Quarter	(Fri) March 25, 2022
Last Day of CCC Classes	(Thu) May 26, 2022
End of Fourth Quarter/Second Semester	(Thu) June 2, 2022
Last Day of School for Students	(Thu) June 2, 2022
Staff Preparation/Grading Day for ECHS Teachers	(Fri) June 3, 2022

Legal/Local Non-Student Days

Labor Day	(Mon) September 6, 2021
Professional Development Day for All Teachers	(Mon) November 1, 2021
Veterans' Day	(Thu) November 11, 2021
Thanksgiving Recess	(Wed-Fri) November 24-26, 2021
Staff Preparation/Grading Day for Teachers	(Fri) December 17, 2021
Winter Recess	December 20, 2021 - January 7, 2022
Martin Luther King, Jr. Day	(Mon) January 17, 2022
Presidents' Recess	(Fri-Tue) February 18-22, 2022
Spring Recess	(Mon-Fri) March 28 - April 1, 2022
Memorial Day	(Mon) May 30, 2022

Quarter Dates

End of First Quarter	(Fri) October 15, 2021
End of Second Quarter	(Thu) December 16, 2021
End of Third Quarter	(Fri) March 25, 2022
End of Fourth Quarter	(Thu) June 2, 2022

2022-23 SCHEDULE OF SCHOOL ACTIVITIES

TK-12 First Duty Day for TK-12 Teachers/TK-12 Staff Development Day.....	(Mon) August 15, 2022
TK-12 Staff Development Day	(Tues) August 16, 2022
TK-12 Teacher Prep Day.....	(Wed) August 17, 2022
TK-12 Staff Development Day	(Thur) August 18, 2022
TK-12 Teacher Prep Day.....	(Fri) August 19, 2022
First Day of School for TK-12 Students	(Mon) August 22, 2022
*Alternate Elementary Conference Day TK-6 Teachers.....	(Wed) September 28, 2022
(TK-6 Students Only - Local Non-Student Day)	
End of First Quarter	(Fri) October 14, 2022
Elementary Conference Day TK-6 Teachers	(Wed) October 26, 2022
(TK-6 Students Only - Local Non-Student Day)	
TK-12 Staff Development Day for Teachers.....	(Tues) November 1, 2022
(TK-12 - Local Non-Student Day)	
End of First Trimester (Back Bay/Monte Vista High School)	(Thur) November 10, 2022
End of Second Quarter/First Semester	(Thur) December 22, 2022
Secondary Preparation Day for Teachers.....	(Fri) December 23, 2022
(7-12 Students Only - Local Non-Student Day)	
Elementary Conference Day TK-6 Teachers	(Wed) March 15, 2023
(TK-6 Students Only - Local Non-Student Day)	
End of Second Trimester (Back Bay/Monte Vista High School)	(Fri) March 3, 2023
End of Third Quarter	(Fri) March 24, 2023
End of Second Semester.....	(Thur) June 8, 2023
Last Day of School 7-12 Students	(Thur) June 8, 2023
Last Day of School TK-6 Students.....	(Fri) June 9, 2023
Last Day of Service TK-12 Teachers	(Fri) June 9, 2023

<u>Instructional Staff</u>	<u>Legal/Local Non-Student Days</u>	<u>Classified Staff Holidays</u>
	Independence Day Observed	July 4, 2022
September 5, 2022	Labor Day.....	September 5, 2022
September 28, 2022.....	*Alternate Day Conference Day TK-6 Teacher	
	(Local Non-Student Day for TK-6 Students *Alternate).....	
October 26, 2022	Conference Day TK-6 Teachers	
	(Local Non-Student Day for TK-6 Students)	
November 1, 2022	Staff Development Day	
	(Local Non-Student Day for TK-6 Students)	
November 11, 2022	Veterans' Day.....	November 11, 2022
November 23-25, 2022.....	Thanksgiving Recess	November 24 and 25, 2022
December 23, 2022.....	Preparation Day 7-12 Teachers.....	
	(Local Non-Student Day for 7-12 Students)	
December 26, 2022.....	Winter Recess.....	December 26 and 27, 2022
January 6, 2023		December 30, 2022 and January 2, 2023
January 16, 2023	Martin Luther King, Jr. Day	January 16, 2023
February 20 - 24, 2023 (5 Days).....	Presidents' Recess.....	
	Presidents' Day.....	February 20, 2023
	Lincoln's Birthday Observed	February 21, 2023
	Admission Day Observed	February 22, 2023
March 15, 2023.....	Conference Day TK-6 Teachers	
	(Local Non-Student Day for TK-6 Students)	
April 10-14, 2023	Spring Recess	
May 29, 2023	Memorial Day	May 29, 2023

QUARTER DATES

October 14, 2022 (39 Days)	End of First Quarter
December 22, 2022 (45 Days)	End of Second Quarter
March 24, 2023 (48 Days).....	End of Third Quarter
June 8, 2023 (48 Days).....	End of Fourth Quarter

2022-23 SCHEDULE OF SCHOOL ACTIVITIES

TK-12 First Duty Day for TK-12 Teachers/TK-12 Staff Development Day.....	(Mon) August 15, 2022
TK-12 Staff Development Day	(Tues) August 16, 2022
TK-12 Teacher Prep Day.....	(Wed) August 17, 2022
TK-12 Staff Development Day	(Thur) August 18, 2022
TK-12 Teacher Prep Day.....	(Fri) August 19, 2022
First Day of School for TK-12 Students	(Mon) August 22, 2022
*Alternate Elementary Conference Day TK-6 Teachers.....	(Wed) September 28, 2022
(TK-6 Students Only - Local Non-Student Day)	
End of First Quarter	(Fri) October 14, 2022
Elementary Conference Day TK-6 Teachers	(Wed) October 26, 2022
(TK-6 Students Only - Local Non-Student Day)	
TK-12 Staff Development Day for Teachers.....	(Tues) November 1, 2022
(TK-12 - Local Non-Student Day)	
End of First Trimester (Back Bay/Monte Vista High School)	(Thur) November 10, 2022
End of Second Quarter/First Semester	(Thur) December 22, 2022
Secondary Preparation Day for Teachers.....	(Fri) December 23, 2022
(7-12 Students Only - Local Non-Student Day)	
Elementary Conference Day TK-6 Teachers	(Wed) March 15, 2023
(TK-6 Students Only - Local Non-Student Day)	
End of Second Trimester (Back Bay/Monte Vista High School)	(Fri) March 3, 2023
End of Third Quarter	(Fri) March 24, 2023
End of Second Semester.....	(Thur) June 8, 2023
Last Day of School 7-12 Students	(Thur) June 8, 2023
Last Day of School TK-6 Students.....	(Fri) June 9, 2023
Last Day of Service TK-12 Teachers	(Fri) June 9, 2023

<u>Instructional Staff</u>	<u>Legal/Local Non-Student Days</u>	<u>Classified Staff Holidays</u>
	Independence Day Observed	July 4, 2022
September 5, 2022	Labor Day.....	September 5, 2022
September 28, 2022.....	*Alternate Day Conference Day TK-6 Teacher	
	(Local Non-Student Day for TK-6 Students *Alternate).....	
October 26, 2022	Conference Day TK-6 Teachers	
	(Local Non-Student Day for TK-6 Students)	
November 1, 2022	Staff Development Day	
	(Local Non-Student Day for TK-6 Students)	
November 11, 2022	Veterans' Day.....	November 11, 2022
November 23-25, 2022.....	Thanksgiving Recess	November 24 and 25, 2022
December 23, 2022.....	Preparation Day 7-12 Teachers	
	(Local Non-Student Day for 7-12 Students)	
December 26, 2022.....	Winter Recess.....	December 26 and 27, 2022
January 6, 2023		December 30, 2022 and January 2, 2023
January 16, 2023	Martin Luther King, Jr. Day	January 16, 2023
February 20 - 24, 2023 (5 Days).....	Presidents' Recess.....	
	Presidents' Day.....	February 20, 2023
	Lincoln's Birthday Observed	February 21, 2023
	Admission Day Observed	February 22, 2023
March 15, 2023.....	Conference Day TK-6 Teachers	
	(Local Non-Student Day for TK-6 Students)	
April 10-14, 2023	Spring Recess	
May 29, 2023	Memorial Day	May 29, 2023

QUARTER DATES

October 14, 2022 (39 Days)	End of First Quarter
December 22, 2022 (45 Days)	End of Second Quarter
March 24, 2023 (48 Days).....	End of Third Quarter
June 8, 2023 (48 Days).....	End of Fourth Quarter

TRUST AGREEMENT

The Newport-Mesa Unified School District and the Newport-Mesa Federation of Teachers enter into this agreement (see attached Guidelines for Restructuring). Either party may terminate the agreement upon twelve months notice.

Newport Mesa Unified School District/Newport-Mesa Federation of Teachers

GUIDELINES FOR RESTRUCTURING

Preamble

The Newport-Mesa Unified School District and the Newport-Mesa Federation of Teachers agree that by working together we can exert a powerful and positive influence on the continued improvement of learning outcomes for all N-MUSD students.

We recognize that the most important interactions affecting student performance are those between teachers and students. Increased student achievement and teacher professionalism will occur as responsibility and accountability for success are assumed by school sites. Through shared decision-making, those who have the most direct contact with students can collaborate in developing school-based solutions designed to increase the probability of improved student learning outcomes.

Shared decision-making is an integral part of the process of improving student learning outcomes. The District will not impose any single model for shared decision-making, but will encourage each school staff engaged in restructuring the teaching/learning process to adopt a model that meets the needs of the group.

Significant school change requires leadership, collaboration between/among school and district staff, sufficient time to develop an understanding of the process, ongoing commitment to planning and implementation, and evaluation of effects. Change occurs as a developmental process and therefore new structures will evolve and undergo modifications based on the participants' experience.

The opportunity to participate in restructuring will be available to all schools, and within each school to all who share responsibility for student learning outcomes. Restructuring schools will operate within the guidelines of the Education Code, District policy provisions, and requirements of the Union contract, except where specific provisions are waived using procedures outlined herein.

Ultimate success is dependent upon the commitment and participation of teachers, site administrators, N-MFT leadership, the Superintendent, central office staff, students, parents and community members as well as upon the support of the Board of Education.

Guiding Principles for Restructuring and Shared Decision-Making

Restructuring is defined here as the collaborative re-design of a school's teaching/learning processes with the intent to improve student outcomes. Restructuring in Newport-Mesa will be guided by the following principles:

- ◆ The District and the Union share a responsibility to create and sustain a climate which encourages innovation and permits restructuring to occur.
- ◆ Restructuring will occur voluntarily at a school site with the understanding and support of the school's faculty and the site administrator.
- ◆ The District and the Union recognize the concept of uniqueness in site restructuring. Since differences exist among various school communities, plans for restructuring the teaching/learning process may differ from site to site.

- ◆ Access to the current literature on multiple dimensions of restructuring (e.g. shared decision-making, recent findings of cognitive psychology and their impact on instructional theory, new instructional approaches specific to particular content areas.)

Shared Decision-Making

- ◆ Serve as a clearinghouse to link schools with resources (consultants, observation sites, materials) to support restructuring.
- ◆ Training in site-based shared decision-making to insure an open and accessible process, including procedures for group problem-solving and reaching consensus.

Restructuring Teaching/Learning Process

- ◆ Assistance with development of restructuring plans for specific sites.
- ◆ Assistance in developing a site-based accountability system which will provide information for monitoring (1) the shared decision-making process, (2) the school's progress in reaching its goals, (3) the impact of restructuring on student learning and performance, and (4) the impact of restructuring on parent and community perceptions of the school.
- ◆ Processing waiver applications, through which school staffs may apply for relief from specific sections of the collective bargaining agreement, district policy/practice, and/or state law where justified to promote increased student learning outcomes.
- ◆ Training for individuals in the district who wish to prepare themselves for the role of group facilitator.
- ◆ Assistance with resolution of other issues which may arise.

Procedures for Obtaining Waivers

Because restructuring schools creates organizational structures that support risk-taking and innovation, it often requires that external and internal controls—laws and regulations, policies and bargaining agreements—be modified or waived to allow new solutions to be tested.

School staffs in restructuring schools may apply for relief from specific provisions of District policies, regulations, or practices, the collective bargaining agreement, or state law when in the opinion of the school staff those provisions constrain their ability to restructure the teaching/learning process for the benefit of children.

A school staff may apply for a waiver after thorough discussion of the issues involved and adequate time for reflection. The waiver application shall only become valid after a certifiable positive vote (by secret ballot) of two-thirds of the eligible certificated staff who vote. Eligible staff is defined as those who are bargaining unit members employed in paid status and assigned at the affected site at the time of the vote.

Contract Language Outlines the following process:

3.2.3.1.2 Either the faculty or administration may schedule open discussions to probe the need for, and value in, changing the configuration of instructional minutes. In order to facilitate incremental change, the discussion and voting process may be done as many times in succession during the school year as a site desires. The discussions may lead to a definite, single new alternative configuration that will (a) be cleared by Nutrition Services, Transportation and Fiscal departments, (b) be presented to the faculty for continued discussion, (c) be held for a wait and reflection period of at least five (5) school days, and (d) be subject to a waiver vote against the existing configuration of instructional minutes (as outlined in Appendix D). If the alternative receives 2/3 support of the total eligible certificated staff, it will be submitted to the JCCR on a completed district waiver application. If not, the existing configuration of instructional minutes will continue.

3.2.3.1.3 The JCCR will review the application and may recommend the waiver for approval to the Board of Education for implementation. For waivers to be implemented in the fall of the following year, the school must submit the completed district waiver application to the JCCR by May 1st.

The waiver application packet includes the following:

Informational Materials:

Instructions for Requesting a Waiver
 Essential Questions for Discussion
 Process Flowchart for Waiver
 Criteria for Approval Request from JCCR
 JCCR By-Laws

Required to be returned to JCCR via Assistant Superintendent of Human Resources:

Request for Waiver, Form A
 Roster of Eligible Voters including voters' signatures, Form B
 Copy of Ballot
 Current Bell Schedule and Proposed Bell Schedule
 Final Checklist, Form C

INSTRUCTIONS FOR REQUESTING A WAIVER

A. Voting Procedure

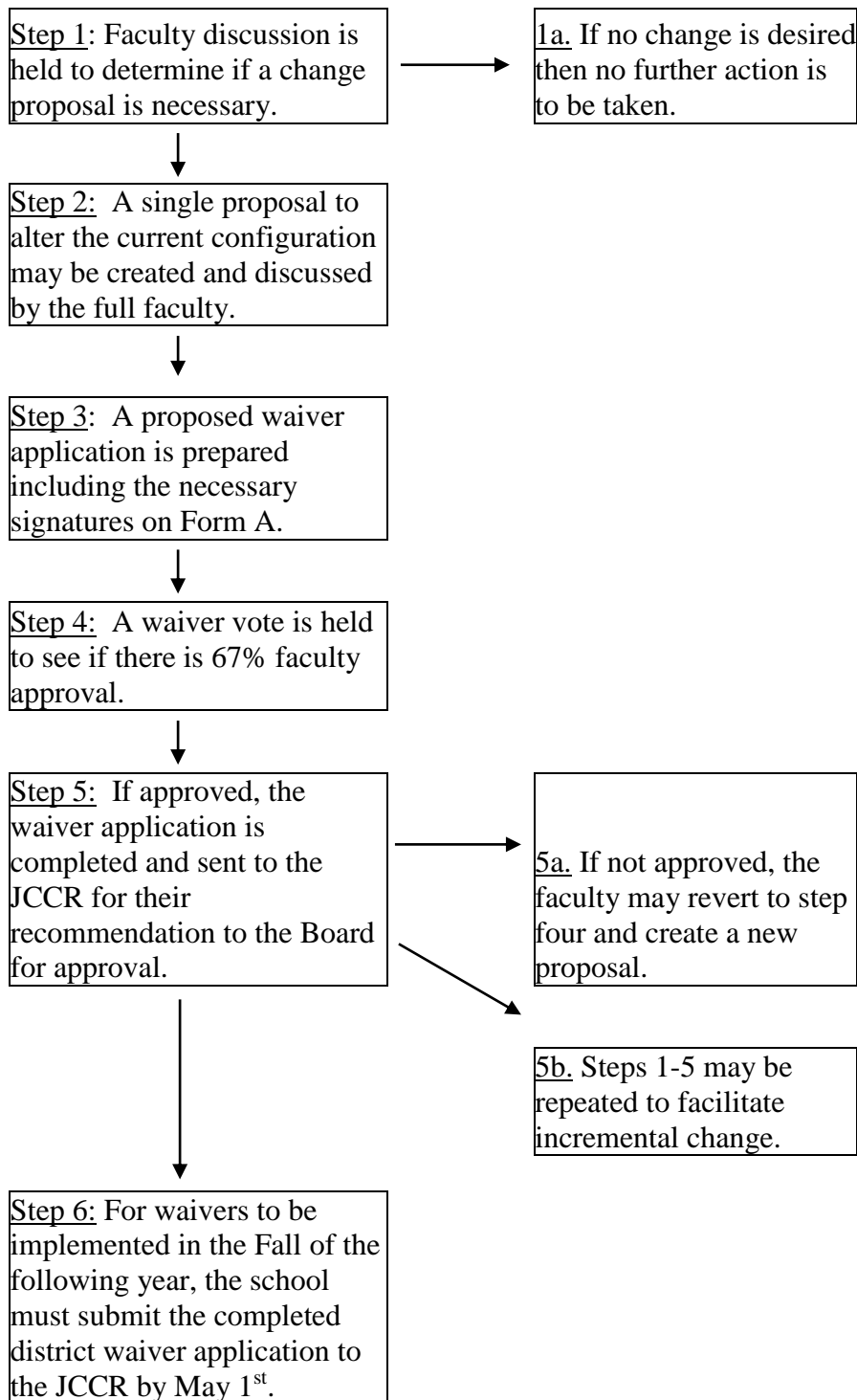
1. Provide for full discussion of the issues leading to the request for a waiver.
2. Conduct a vote to determine the extent of staff support for the waiver request, using the following guidelines:
 - (a) Names of all total eligible certificated staff will be listed on a roster (see FORM B). Each voter will sign his/her name on the roster, indicating receipt of a ballot.
 - (b) The District policy/regulation or collective bargaining contract provision to be waived will appear on the ballot.
 - (c) Voting will be by secret ballot.
 - (d) Voting will be completed by the end of the work day on which ballots are cast.
 - (e) Absentees may vote by a phone call to the school's designee mutually agreed to by the principal and N-MFT site representative; and subsequently submit an absentee ballot.
 - (f) At least the following persons will be present as ballots are counted:
 - (1) The N-MFT Site Representative
 - (2) A site administrator
 - (3) An at-large member of the faculty
 - (g) An affirmative vote of two-thirds or more of the total eligible certificated staff impacted by the waiver is required for the request to proceed.
 - (h) Ballots will be retained on file at the school site for no less than twelve months.

B. Completion of the Waiver Request Form

1. Complete Part 1 and Part 2 as directed on form.
2. Obtain signatures of the Principal, N-MFT Site Representative, and the Site Council Chair.
3. Attach a blank copy of the ballot you used to obtain the two-thirds vote and a copy of the signed roster of voters.
4. Attach any additional documentation that will (1) enrich the Committee's understanding of the school's restructuring plans or (2) help to justify your waiver request.
5. For all waiver requests (District, Union, State), send the form and attachments to the Committee as directed at the top of the form. In the event that a waiver of a California Education Code provision is requested, the Superintendent will file additional forms with the California Department of Education.

Process Flowchart for Waiver
to Reconfigure Instructional Minutes
for School Improvement and Staff Development

Article 3.2.3.1



**Newport-Mesa Unified School District / Newport-Mesa Federation of Teachers/
Essential Questions for Waiver Discussion**

If there are any provisions mandated in the existing bargaining unit contract, Board policy, or current practices that impede your goal of providing the best possible education to our students, the Joint Committee for Restructuring is here to assist in removing any obstacles in achieving this goal.

Examples of Requests for Waivers:

1. Request for late start days to provide staff with additional meeting time to prepare for the WASC Focus on Learning Process.
2. Request for change in instructional minutes per day to provide for early release time on Wednesday which will allow time for grade-level collaboration and whole staff and small group staff development time.
3. Request for change in instructional minutes to extend the kindergarten day (see Board Policy 5130, Extended Day Kindergarten).

In requesting that this waiver be approved by the Joint Committee, the school staff must clearly demonstrate that: (1) all affected staff members have carefully considered the issues involved in your request and are prepared to implement the change; (2) the change is one element of a broader plan to restructure teaching and learning at your school, and; (3) all procedural guidelines for submitting waiver requests have been followed (See Appendix D).

As you conduct your discussion and your balloting prior to completing the Waiver Request form, please address the following questions:

1. What is the change you want to make?
2. How do you believe this change will improve student learning outcomes?
3. How will you know if this change is actually producing the expected outcomes?
4. What decision-making process will you use as you proceed with the change?
5. Are parents involved in the decision to seek this waiver? How?
6. Are students involved in the decision to seek this waiver? How?
7. Are you aware of any state or federal regulations that might impact the change you are proposing?
8. Will the proposed change involve any classified personnel? If so, how?
9. Are there costs associated with this requested change? If so how will you provide for these costs?

Joint Coordinating Committee for Restructuring

Newport-Mesa Unified School District / Newport-Mesa Federation of Teachers

FORM A

REQUEST FOR WAIVER

Send two copies to the Joint Coordinating Committee for Restructuring c/o the Assistant Superintendent of Human Resources	School Name: _____ Contact Person: _____ Year for Waiver _____ Implementation: _____ Telephone: _____ Date: _____
--	---

Complete the following. If you need more space, attach additional sheet(s).

Part 1. The Intent of the Plan is to Improve Student Outcomes. What is the section of the collective bargaining agreement, District Policy, Education Code Section, to be waived: _____.
 Type the pertinent language in the contract, District policy, or Education Code.

Part 2. The Plan. What is the desired outcome/rationale for the waiver request? Attach any materials that may assist the committee's understanding of the school's restructuring plans.

Part 3. Specify the steps to be taken to achieve the desired outcome.

Part 4. Evidence of Involvement of all Stakeholders Involved in the Plan. Please indicate that adequate opportunity has been provided for discussion and input on the school's plan.

Part 5. How are you measuring the success of the school's restructuring plan, i.e. the desired outcome for the waiver request?

(Form A/Cont.)

Step 1: COMPLETE THIS SECTION BEFORE SCHEDULING A WAIVER VOTE

A. The proposed change requires the approval of the following district programs:

Transportation _____ Nutrition Services _____
 Director of Transportation Director of Nutrition Services

The plan for instructional minutes complies with state requirements _____
 Financial Analyst

B. The Principal's signature is required before holding the vote and submitting the application:

☐ I support this plan _____
☐ I do not support this plan _____ Signature of the Site Principal

Principal's rationale:

Step 2: COMPLETE THIS SECTION AFTER THE WAIVER VOTE IS COMPLETED

We certify that 2/3 or more of the eligible voting certificated staff has indicated support for this request by secret ballot.

Results: # Voting # Yes # No % Yes % No
 _____ and ... _____

Principal _____ Date _____ N-MFT Site Representative _____ Date _____

Chair, School Site Council _____ Date _____

Step 3: THIS SECTION IS TO BE COMPLETED BY THE JCCR AFTER THE WAIVER VOTE

Committee Recommendation: Approved _____ Date _____
 (Position Summarized on Attachment) Not Approved _____ Date _____
 Other _____ Date _____

Approval: _____
 President, N-MFT Date Superintendent or designee Date

PLEASE ATTACH:

1. Roster of Eligible Voters (FORM B).
2. Blank copy of your Ballot (retain the original ballots at the school site).
3. A copy of both your prior year and new year bell schedules for analysis and review.
4. The Request for Waiver Checklist.

July 1, 2021 – June 30, 2024

Approved by Board: 8/17/21

**Proposal to Request Waiver
Of District Policy, Collective Bargaining Agreement, or California Education Code**

FORM B
ROSTER OF ELIGIBLE VOTERS

Total eligible certificated staff affected by the proposed waiver is eligible to vote for or against the proposal. A signature indicates only that a ballot has been received.

STAFF MEMBERS (Type or print)

SIGNATURE

Duplicate as required.
Attach to Request for Waiver (Form A)

Form C**WAIVER PROCESS CHECKLIST**

Request for Waiver for Year: _____

Have you

- ☐ Completed All Parts of Form A?
- ☐ Attached a copy of your ballot? The District policy/regulation or collective bargaining contract provision to be waived must appear on the ballot.
- ☐ Attached a copy of your voter roster including voters' signatures, Form B?
- ☐ Attached a copy of your prior and proposed bell schedules?
- ☐ Obtained all signatures: Principal, N-MFT Site Representative and Site Council Representative?
- ☐ Attached Waiver Process Checklist, Form C?

If all of the above is complete, please submit this packet to the JCCR via the Assistant Superintendent of Human Resources.

Principal's Signature

**Joint Coordinating Committee for Restructuring
Newport-Mesa Unified School District / Newport-Mesa Federation of Teachers**

BY-LAWS

Article I Name

The name of this committee shall be the Joint Coordinating Committee for Restructuring in Newport-Mesa, hereafter referred to as JCCR.

Article II Purposes

The purpose of the Committee shall be to:

- A. Serve as a clearinghouse for information on restructuring.
- B. Process requests to waive provisions of District policy, the certificated employee master contract, or the California Education Code.
- C. Provide support to school staffs contemplating or engaging in restructuring.
- D. Recommend approval of waiver requests to the Board of Education.

Article III By-Laws

The by-laws governing the operation of the JCCR shall be:

- A. Consistent with state law, the policies of the Newport-Mesa Unified School District Board of Education, and the master contract of the Newport-Mesa Federation of Teachers
- B. Reviewed and adopted at the first meeting of each school year. Such adoption will be by consensus of the JCCR members in attendance at the meeting.

Article IV Membership

- A. The JCCR shall be composed of no more than ten (10) members.
- B. The membership shall include:
 - 1. Up to five members appointed by the President of the Newport-Mesa Federation of Teachers.
 - 2. Up to five members appointed by the Superintendent
- C. The-membership of the JCCR shall be limited to ten (10) members designated in Article IV, Section B of the by-laws.
- D. All members of the JCCR shall serve a two year term. Members are eligible to be selected for a successive term(s) pursuant to membership criteria in Article IV, Section B.

Article V Officers/Term of Office/Election

- A. The JCCR shall elect a chairperson, vice-chairperson, and a recorder.
- B. The term of office of the elected officers shall be one year. A member may be re-elected to successive terms.
- C. Officers for the ensuing year shall be elected at the first meeting of the year.

- D. Vacancies on the JCCR may be filled by appointment as designated in Article IV, Section B of the By-Laws.

Article VI Duties of Officers

- A. It shall be the duty of the chairperson to preside at all meetings.
- B. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson.

Article VII Meetings and Quorum

- A. Meeting dates and times shall be established by consensus of members present.
- B. A simple majority of the voting membership shall constitute a quorum.
- C. All meetings of the JCCR are open to any interested parties.

Article VIII Duties of Committee Members

It shall be the duty of all JCCR members to:

- 1. Attend all meetings.
- 2. Accept elected or appointed positions with the JCCR.
- 3. Adhere to the directions of the JCCR with respect to assignments, timelines, etc.

Article IX Subcommittees

- A. The chairperson shall appoint such committee(s) as he/she deems necessary at any time, or as directed by the majority of the JCCR.

CRITERIA FOR APPROVAL OF WAIVER REQUEST FROM THE JCCR

1. It is apparent that the intent of the plan is to improve student outcomes.
2. There is a plan for accomplishing the proposed change, including
 - (a) Implementing
 - (b) Monitoring
 - (c) Evaluating
 - (d) Budgeting
3. There is a plan for shared decision-making related to the proposed change.
4. There is evidence of community involvement.
5. There is evidence of student involvement (if appropriate).
6. The voting procedure outlined in the instructions was followed.
7. The waiver request was approved by at least two-thirds of the total eligible certificated staff affected by the request.
8. Appropriate supporting documents are attached.
9. Other state/federal regulations that may impact the proposed change have been considered (e.g. special education, ELD, gender equity).

Newport-Mesa Unified School District

Individual Development Plan - Form A; Page 1 of 2

Teacher: _____ School: _____

Grade/Subjects: _____

For the _____ school year, I have developed the following personal professional development plan:

1. School Plan/Curriculum Focus Areas (one to three areas).

Indicate below the specific curriculum area(s) or element(s) of Standard III of the NMUSD Standards for the Teaching Profession in which you will be providing additional emphasis this year, the improvement strategies you will be investigating and/or implementing to affect improvement in student learning and performance, and the observable data or indicators of success you hope to see. Please identify data and/or indicators that will allow you to review progress relative to these objectives by May 1st of each school year.

Curriculum Area/ Elements of Standard III	Improvement Strategies	Evidence – Indicators of Success

Newport-Mesa Unified School District

Individual Development Plan - Form A; Page 2 of 2

Teacher: _____ School: _____

2. Professional Growth Areas Relative to the N-MUSD Teaching Standards (one to two areas).

Indicate below the specific element(s) of Standards I, II, IV, V, or VI of the NMUSD Standards of the Teaching Profession that will be an additional focus for your continued professional improvement this year, the improvement strategies you will be investigating and/or implementing to affect improvement in your professional performance and ultimately student learning, the resources and/or support you will need to help reach this objective, and a timeline of when you hope to accomplish specific steps in your personal professional development plan. Please remember to identify timelines that will allow you to review progress relative to these objectives by May 1st of each school year.

Teaching Standard; Element	Improvement Strategies	Resources and/or Support Needed	Evidence – Indicators of Success	Timeline

3. Related Responsibilities.

Please indicate below any related or additional professional responsibilities outside your primary assignment that you plan to undertake this year:

Evaluatee: _____

Date: _____

Evaluator: _____

Date: _____

Newport-Mesa Unified School District

APPENDIX E

EVALUATION OF TEACHING PERFORMANCE – Page 1 of 2

Teacher: _____ Date: _____
 School: _____ Assignment: _____

1. Does Not Meet Standards - UNSATISFACTORY
2. Partially Meets Standards
3. Meets Standards

STANDARD	1	2	3
Standard One: <i>Engaging and Supporting All Student Learning</i>			
Standard Two: <i>Creating and Maintaining an Effective Environment for All</i>			
Standard Three: <i>Understanding and Organizing Subject Matter Knowledge</i>			
Standard Four: <i>Planning Instruction and Designing Learning Experiences for All</i>			
Standard Five: <i>Assessing Student Learning</i>			
Standard Six: <i>Developing as a Professional Educator</i>			

****NOTE:** A “Does Not Meet Standards – UNSATISFACTORY” rating for a permanent/tenured teacher in one or more of Standards One through Five will result in required participation in the N-MUSD Peer Assistance and Review Program.

Newport-Mesa Unified School District

APPENDIX E

EVALUATION OF TEACHING PERFORMANCE – Page 2 of 2

Teacher: _____ Date: _____
School: _____ Assignment: _____

COMMENDATIONS:

RECOMMENDATIONS:

RE-EMPLOYMENT RECOMMENDATION:

- ☐ Retain
- ☐ Re-employment not recommended

CURRENT EMPLOYMENT STATUS:

- ☐ Permanent
 - ☐ Probationary (Year 1 __ / Year 2 __)
 - ☐ Temporary
-

SIGNATURES

Evaluator: _____ Date: _____

Evaluatee: _____ Date: _____

This report has been discussed with me in a conference with my evaluator. My signature on this evaluation does not necessarily signify my agreement with the content of this evaluation. An opportunity has been extended to me to attach comments regarding this evaluation.

Comments attached: YES NO
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Newport-Mesa Unified School District
Performance Improvement Plan Form

- 1) Area(s) of improvement needed. Please refer to the California State Teaching Standards and essential elements.
- 2) Specific suggestions for improvement:
- 3) Additional resources which may be utilized by the unit member to assist in improving:
- 4) Evaluator's role in assisting the unit member in improving:
- 5) The techniques used by the evaluator in measuring improvement (the unit member may request up to four (4) observations to be used as a measuring technique):
- 6) The timeline used by the evaluator to monitor improvement:*

*Please note: The timeline may extend to a subsequent school year.

Evaluator's Signature

Date

Unit Member's Signature

Date



Sheltered Instruction Observation Protocol (SIOP)

(Adapted from SIOP Model: Echevarria, Vogt & Short, 2000)

Teacher: _____ Date: _____ Time: From _____ to _____
Grade: _____ Class CELDT level(s): _____ Subject: _____

Components of an Effective Sheltered Lesson (with Indicators of Evidence)

Observer: Please mark the level (0-4) to which each of the 33 indicators is evident during the lesson observed. This checklist is not "scored;" do not add up points.

	Highly Evident		Somewhat Evident		Not Observed
	4	3	2	1	0
I. Preparation					
1. Clearly defined lesson <u>content objectives</u> based on State Standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clearly defined lesson <u>language objectives</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <u>Content concepts</u> appropriate for age and educational background level of students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Supplementary materials</u> used to a high degree, making lesson clear and meaningful (e.g. graphs, models, visuals, bilingual dictionaries)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <u>Adaptation of content</u> (e.g., text, assignment) to all levels of student proficiency (based on CELDT levels and multiple measures)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <u>Meaningful activities</u> that integrate lesson concepts (e.g., surveys letter writing, simulations, constructing models) with language practice opportunities for reading, writing, listening, and/or speaking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
II. Building Background					
7. <u>Concepts explicitly linked</u> to students' background experiences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Links explicitly made</u> between past learning and new concept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. <u>Key vocabulary emphasized</u> (e.g., introduced, written, repeated and highlighted for students to see)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
III. Comprehensible Input					
10. <u>Speech</u> appropriate for students' proficiency level (e.g., slower rate, enunciation, simple sentence structure w/ idiomatic explanations for beginners)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. <u>Explanation</u> of academic tasks clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Uses variety of <u>techniques and realia</u> to make content/concepts clear (e.g. modeling, visuals, hands-on activities, demos, props, gestures, body language)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
IV. Strategies					
13. Provides ample opportunities for students to use <u>strategies</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Consistent use of <u>scaffolding</u> techniques, assisting and supporting student understanding via strategies such as think-alouds, pair/share, graphic organizers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Teacher uses a variety of <u>question types throughout the lesson including those that promote higher-order thinking skills</u> throughout the lesson (e.g., literal, analytical, and interpretive questions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					

	Highly Evident		Somewhat Evident		Not Observed
	4	3	2	1	0
V. Interaction					
16. Frequent opportunities for <u>interactions</u> and discussion between teacher/student and among students, which encourage elaborated responses about lesson concepts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. <u>Grouping configurations</u> support language and content objectives of the lesson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Consistently provides sufficient <u>wait time for student response</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Opportunities for students to <u>clarify key concepts in primary language</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
VI. Practice/Application	4	3	2	1	0
20. Provides <u>hands-on</u> materials and/or manipulatives for students to practice using new content knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Provides activities for students to <u>apply content and language knowledge</u> in the classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Uses activities that integrate all <u>language skills</u> (i.e., reading, writing, listening, and speaking)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
VII. Lesson Delivery/Reflection	4	3	2	1	0
23. <u>Content objectives</u> clearly supported by lesson delivery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. <u>Language objectives</u> clearly supported by lesson delivery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. <u>Students engaged</u> approximately 90-100% of the period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. <u>Pacing of the lesson</u> appropriate to the students' ability level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
VIII. Review/Assessment	4	3	2	1	0
27. Comprehensive <u>review</u> of key vocabulary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Comprehensive <u>review</u> of key content concepts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Regularly provides <u>feedback</u> to students (e.g. on language, content, work products) via multiple measures based on CELDT level expectations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Conducts <u>assessment</u> (e.g., spot checking, group response, primary language response) of student comprehension and learning of all objectives throughout the lesson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					
IX. Classroom Environment	4	3	2	1	0
31. Bulletin board, resources & displays <u>reflect multicultural diversity</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Comfortable atmosphere and <u>positive learning environment</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Student work <u>posted</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>					

Observed by _____ Name _____ Title _____



Teacher: _____

Date: _____

Time: From _____ to _____

Grade: _____ Class (CELDT Levels) _____

Subject: _____

		Highly Evident		Somewhat Evident		Not Observed	
		4	3	2	1	0	NA
Background, Preparation and Student Engagement:							
1)	Clearly defined lesson language objectives are based on ELD/ELA standards and students' CELDT level(s).						
2)	Focus and objectives are appropriate for age and educational background level of student.						
3)	Language objectives are clearly communicated to students.						
4)	Teacher ensures active and equitable participation of all students.						
5)	If students are struggling and off-task, teacher examines why and uses appropriate strategies to re-engage them.						
6)	Supplementary materials are used to a high degree, making lessons clear and meaningful (e.g. graphs, models, visuals, bilingual dictionaries).						
7)	Teacher draws upon information about students' backgrounds and prior learning, including students' assessed levels of literacy in English and their first languages, to provide instruction differentiated to students' language abilities.						
8)	Teacher employs meaningful activities that employ language practice opportunities (i.e., comprehensible input, language, contextualization, language modification, repetition and paraphrase, etc.) to integrate listening, speaking, reading and writing.						
Comments:							
Speaking and Listening (Oral Language)							
1)	Addresses multiple language levels in meaningful activities.						
2.	Varies instructional strategies according to purpose and lesson content.						
3)	Provides activities explicitly linked to students' background experiences.						
4)	Employs oral language activities (both verbal and nonverbal) aligned with ELD standards.						
5)	Provides opportunities and adequate time for students to practice and apply what they have learned.						
6)	Models active listening in the classroom.						
7)	Extends the intellectual quality of students' thinking by asking stimulating questions & challenging students' ideas.						
8)	Instructs students to respond to and frame meaningful questions.						
Comments:							

Reading:	Highly Evident 4	Somewhat Evident 3	Somewhat Evident 2	Not Observed 1	Not Observed 0
1) Demonstrates the ability to teach the state-adopted ELD/ELA content standards to English Learners.					
2) Knows how to determine the skills levels of students through the use of meaningful indicators of reading prior to instruction.					
3) Knows how to determine whether students are making adequate progress on skills and concepts taught directly.					
4) Knows how to determine the effectiveness of instruction on students' proficiency after instruction.					
5) Knows how to strategically plan and schedule instruction to ensure that students meet or exceed the standards.					
6) Understands 1) how to make language (e.g. vocabulary, forms, functions, usage,) comprehensible to students; 2) the need for students to master foundational skills as a gateway to using all forms of language as tools for thinking, learning and communicating.					
Comments:					
Writing					
1) Knows how to analyze student errors in written language in order to understand how to plan differentiated instruction.					
2. Knows how to apply pedagogical theories, principles and practices for development of writing strategies and applications.					
3) When instructionally appropriate, allows students to express themselves in writing in their home language.					
4) Uses strategies that model or represent familiar English grammatical constructions.					
5) Provides daily and varied writing experiences.					
6) Teaches students how to comprehend and produce text; how to comprehend the complexity of writing forms, purposes, and organizational patterns; and how to have a command of written conventions.					
7) Paces instruction and re-teaches content/concepts based on evidence gathered, using writing assessments and rubrics.					
8) Teaches self-assessment and peer assessment strategies in the rewriting and editing process.					
9) Gives students specific, timely, feedback and monitors student progress through authentic assessments, portfolios, etc.					
Comments:					