

Agreement Between the
Newman-Crows Landing Teachers Association
and the
Newman-Crows Landing Unified School District

July 1, 2024- June 30, 2025

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I. AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Newman-Crows Landing Unified School District ("District") and the Newman-Crows Landing Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").
3. This Agreement shall remain in full force and effect from July 1, 2024, to June 30, 2025.

II. RECOGNITION

The District recognizes the Association as the exclusive representative for full-time classroom teachers, temporary classroom teachers, part-time classroom teachers (if on contract), resource teachers, teachers on special assignment, lead teachers, and special education teachers.

Excluded will be the superintendent, principals, director of psychological and counseling services, head teacher/administrator (administrative duties required), project director, nurse, psychologist, summer school teachers, substitutes, and positions designated by the District as management, supervisory and/or confidential. Also excluded will be any employee, regardless of job title or description, who has the responsibility to assign work to and direct another certificated employee (as described in Calif. Gov. Code 3540.1(m)), or is expected to or requested to report back to their supervisor on any item regarding the performance of another certificated employee.

III. WAGES

1. Certificated salary schedule for 2024-2025 is set forth in Appendix B.
2. See Appendix C for extended teacher pay schedule.
3. Insofar as practicable, returning regular teachers will be paid in twelve (12) equal salary payments on the last County Office of Education working day of each month.
4. The daily rate of a teacher's pay will be the yearly rate divided by the number of days teachers are required to work by this Agreement.
5. Not later than November 15, the District will, upon request, furnish the Association with the placement (by step years and units) of unit personnel on the respective salary schedule as of November 1.
6. Temporary and part-time teachers shall be paid based upon their appropriate placement on the salary guide and the ratio of work time to full-time service under the Agreement.

7. Athletic Assistant Coaches -At the end of the year, the athletic director and the principal will suggest the number of assistant coach stipends for the upcoming year. Upon approval of the Superintendent's cabinet, the positions will be posted.
8. Me Too Clause:
If a represented bargaining unit receive(s) a higher percentage increase in salary and/or an increase in health benefits, negotiations will be reopened in these areas.

IV. HOURS OF EMPLOYMENT

1. Definitions

- a. Professional Responsibilities (§4)-Legally mandated meetings, including IEP Meetings, Section 504 Meetings, and SST Meetings, are considered Professional Responsibilities. Every effort will be made to schedule these meetings during the unit member's contracted hours. If meetings are scheduled or extend before or after a unit member's contracted hours, and the unit member is required to attend the meeting, they will be notified five (5) contract days prior. Any unit member who is required to attend more than two (2) of the above meetings per month outside of contract hours will receive pay at their per diem rate and rounded up to the nearest quarter hour increment.
- b. Professional Duties (§6) - Professional Duties occur outside of the 7.25-hour workday and include Staff Meetings (§6) that extend beyond the regular workday, twice annual Parent-Teacher Conferences (Autumn/Spring), an Autumn Back to School Night, and a Spring Open House/Showcase Night.
- c. Adjunct Duties (§7)- Duties assigned for the proper functioning of the school but not considered Professional Duties or Professional Responsibilities outlined above and will be assigned equitably to all teachers. These include voluntary/elected membership on a school committee (Leadership Team, School Site Council, DELAC/ELAC). In addition, bus duty, recess duty, and class advisory (OHS) are assigned equitably to all teachers. Not included are items that are part of a teachers' work assignment, items compensated through an EWA or stipend (Extra Teacher Pay, Appendix C).
- d. Any newly created site or district committees will be jointly categorized by NCLTA and the Superintendent or designee to be placed in one of the definitions above.
- e. Staff Meetings (§6) - Meetings of all or a defined portion of the school or district staff. These include site Staff Meetings, district or site department/grade level meetings, district or site professional development or Inservice meetings, or trainings, etc. Not included are items compensated through an Extended Work Agreement (EWA) or stipend (See Extended Teacher Pay, Appendix C), or

voluntary/elected membership on a school committee (Leadership Team, School Site Council, DELAC/ELAC).

- f. Collaboration (§19c) - District, Site, Grade Level or Department Collaborations within the 7.25-hour workday. Collaborations are directed by site and or district administration and may extend one (1) hour past the 7.25-hour workday. Collaboration beyond the duty day is included in the limit of a maximum of one (1) hour per week, and a maximum of four (4) per month with staff meetings.
2. The District can increase instructional time within the seven and one-fourth (7 ¼) hour teacher workday, provided that preparation periods are not affected by such increase. The teacher workday shall begin 15 minutes before the start of the student school day and shall continue on for 7.25 hours.
3. Teachers shall receive no less than a thirty-five (35) minute uninterrupted, duty-free lunch period.
4. Teachers may leave without special permission on Fridays, minimum days, Early Release Days, and days preceding holidays when their professional responsibilities have been completed.
5. The number of work days for the 2024-2025 school year shall not exceed a maximum of one hundred eighty-three (183)- 180 student attendance days, one Teacher Preparation Day, and two District Directed days. Both the placement of the Teacher Preparation Day and its utilization will be determined by the individual teacher.
6. Beginning with the 2025-2026 School Year, the Teacher Preparation Day will fall between August 1st and April 30th and cannot take the place of a Student Attendance Day or District Directed Day.

In the event of a possible reduction in the number of work days per contract year, work days shall be reduced in the following order:

- a. District Directed Days (currently two)
- b. Teacher Preparation Day (currently one)
- c. Student Attendance Days (currently 180) - only to be reduced if available by legislation.

The District agrees to consult with the Association prior to scheduling any make-up District Directed or Student Attendance days.

7. In addition to assigned classroom teaching duties, teachers shall perform, as reasonably required, and without additional compensation, professional duties which occur outside of scheduled class hours and outside of the regular school day for students. Required staff meetings will be limited to a maximum of one (1) hour per week to a maximum of four per month. In addition, the District may schedule two additional meetings per year,

provided they do not exceed the previous maximum of one (1) hour per week as stated above.

The agenda and necessity for all staff meetings shall be determined jointly by the site administrator and the site Leadership Team.

If the agenda for a required staff meeting is not sent to staff two workdays before the date and time of the meeting, the meeting shall become voluntary.

Any meetings scheduled in addition to the limits above shall be seen as voluntary and participation will be compensated through an Extended Work Agreement (EWA) at the Hourly Rate for Extra Duty Assignments (Appendix C).

In the event of an unforeseen and legally mandated meeting, attendance will be considered mandatory if scheduling as one of the four (4) meetings per month is not possible. If this occurs, attendance will be compensated through an Extended Work Agreement (EWA) at the Hourly Rate for Extra Duty Assignments (Appendix C).

8. Adjunct duties shall be distributed among teachers on an equitable basis.
9. In the event the starting time for school is delayed or school is canceled because of fog or other conditions, the time persons covered by the terms of this Agreement are to report to school shall be delayed by the same unit of time as the pupils are delayed or shall be canceled as the case may be.
10. All district summer school certificated job openings will be offered to district employees with appropriate credentials for the assignment first.
11. It is recognized that part-time teachers are engaged in a variety of ways according to the needs and priorities of the school. Examples include:
 - Employment every day;
 - Employment for particular days of the week;
 - The same hours on each work day;
 - A variation in the hours as between working days;
 - Different patterns of times of working during the day;
 - Employment from 0.05 to 0.9 full-time equivalent;
 - Appointments in more than one school
1. Definition: Part-time teachers - Part-time teachers are (a) those teachers contracted to teach less than a full teaching day every school day, or (b) those teachers contracted to teach four (4) or fewer days per week on a regular basis, full-day or part-day.
2. Definition: Full day- For middle and high school teachers, a full day means teaching one period fewer than the number of student periods in a day. For elementary teachers, a full day means teaching up to forty-five (45) minutes fewer than the regular daily minutes of instruction (not including minimum days or early release days).

3. Adjunct Duties - Adjunct duties for part-time teachers shall be equitably assigned in proportion to their full-time equivalence and as practical and as associated with their individual teaching schedules.
4. Required Meetings - Part-time teachers will attend required staff meetings, Inservice trainings, parent-teacher conferences, back-to-school night, open house and Individual Education Plan meetings as associated with their sites and/or assignments.
12. Teachers On Special Assignment - The term of a TOSA will be a maximum of three (3) years pending positive evaluations. At the end of this time, the position will be reposted, and the TOSA will be given the opportunity to reapply for the position.
13. Parent-Teacher Conferences - One session of each PTC week will take place during the evening hours to meet the needs of the parents. The length of scheduled time for this evening session will be the same number of hours as an afternoon session. Employees may leave with the students at the end of the last school day designated for PTCs, provided they attended the evening PTC hours, or attended other NCLUSD responsibilities. No staff meetings or trainings will be scheduled on the last day designated for PTCs.

Preparation Periods

14. The District will provide twenty (20) preparation periods, equally distributed throughout the school year as practical, for elementary preparation. The Association and the District will collaborate on the placement of these days.
15. At elementary sites, two (2) PE periods a month shall be designated as teacher directed instructional planning/prep time and the remaining PE times, be assigned or admin directed PLC. The teacher directed instructional planning time will take priority and precedence over admin directed PLC time in the absences of PE staff. This provision will remain in effect so long as the district continues to provide Elementary PE time.
16. The Middle and Comprehensive High School unit members shall be assigned A classroom preparation period within the seven (7) period schedule. The preparation period shall be the same length and take the place of a specific class period. Preparation periods must be equal in duration and frequency throughout the teaching staff.
17. In the event a substitute is required during a teacher's classroom preparation period, the District shall first seek volunteers, which allows teachers to decline administration's initial request to cover.

If no teacher volunteers to substitute during his/her non-student contact period, the District would assign a teacher to substitute. The covering teacher may choose to receive compensation for the assignment according to the Class Coverage Compensation Formula or may choose to receive a fraction of a bank day, reflective of both the portion of the class assigned and the length of the assignment.

18. In the event that a substitute is required where preparation periods cannot cover the absence, teacher(s) can be assigned to cover students from another class, in addition to their own class ("doubling up"). The teacher(s) assigned those extra students may choose to receive compensation according to the Class Coverage Compensation Formula or may choose to receive a fraction of a bank day, reflective of both the portion of the class assigned and the length of the assignment.
19. When a total number of uncompensated bank day fractions equals one full day, one (1) bank day will accrue.

- a. A teacher may in lieu of payment, receive a fraction of a day towards a "bank day". This fraction of a day shall reflect the portion of the workday the teachers serve as a substitute.
- b. Bank day(s) can be used at the members discretion for any purpose in accordance with the following provisions:
 1. Bank days require prior approval from the site administrator before more than one (1) day in succession is taken.
 2. Bank days cannot be taken during the last work week in a school year or used to extend a holiday period.
- c. Bank days accrued on or before March 31st, must be used by the end of the work year or will be paid in accordance with the Class Coverage Compensation Formula and added to that year's final pay warrant.
- d. Bank days accrued after March 31st may be used according to the provisions in section b above; or may be carried over in full day increments not to exceed 4 days. Any partial days must be used or will be paid in accordance with the Class Coverage Compensation Formula and added to that year's final pay warrant. Accrued bank days not used by the end of the subsequent fiscal year will be paid out in accordance with the Class Coverage Compensation Formula and added to that year's final pay warrant.
- e. The Class Coverage Compensation Formula will be calculated as follows:

$$\frac{\text{Time Covered (in mins.)}}{\text{Total Workday (in mins.)}} \times \text{Teacher's Per Diem Rate} \times \text{Fraction of Class Received}$$

20. Teachers selected to teach an extra period will receive additional compensation of 1/7th of their salary based on their placement on the salary schedule scale, excluding all stipends, if the District is seeking a teacher to teach an extra period. If the assignment is for less than a full school year, the compensation will be prorated accordingly.

- a. Volunteers will be solicited to remedy the identified staffing needs.

- b. The most qualified volunteer shall be granted the assignment.
- c. All things being equal, selection will be based upon seniority.

School Calendar

- 21. Certificated teaching staff will have input on the development of the District's Academic Calendar through participation of a minimum of three (3) certificated members on the District Calendar Development Committee. The certificated members will reflect the Elementary (K-5), Middle (6-8), and High School (9-12) levels, and will be selected by the President of the Association. Input will include placement of days including but not limited to:
 - a. Start dates and end dates for the academic year, quarter, semester and/or trimester.
 - b. Parent/Teacher Conferences
 - c. Non-student attendance days/times (professional development, collaboration, etc.)
- 22. The District may survey staff, at any time during the academic calendar development process, to solicit additional input beyond the District Calendar Committee.
- 23. The District Calendar Development Committee will develop a minimum of two (2) possible academic calendars to be presented to the staff.
- 24. The teaching staff will be surveyed to determine their preference. The District Calendar Committee will make a recommendation to the District. All possible academic calendars developed by the Calendar Committee will be reviewed by the District with one being recommended to the Board of Trustees for approval. In the event that the District selects a calendar for approval that is not the selection of the District Calendar Committee, the District will inform the Board of Trustees in open session as to why the selection was different.

V. HEALTH AND WELFARE

- 1. A health benefits committee of stakeholders will be established to examine health insurance options.
- 2. The District will continue to provide for PERS health and prescription, California Dental Service and Vision Service Plan coverage. The District contribution for insurance benefits for part-time teachers shall be based upon the ratio of part-time to full-time employment.
- 3. If the District desires to change to the self-funding of insurance programs, such change shall be subject to negotiation and an Association right to negotiate on dependent coverage in such negotiation.
- 4. The District will pay the cost of the premium for the individual teacher for benefits in effect on the effective date of this Agreement for the duration of this contract.

5. The District contribution for the current employee insurance coverage and participation in the employee's dependent coverage shall be \$9,475 per year for full-time employees.
6. A teacher who is absent on account of illness and who has exhausted his/her accumulated paid leave shall continue to receive full insurance coverage to be paid by the District as long as he/she is under District contract.
7. A teacher on District-approved, unpaid leave of absence shall have the option to continue to receive health insurance coverage to be paid in full by the teacher for the period of the leave. See Article XVII for exceptions.
8. The District will pay for all medical examinations and tests, which are not required by law but are required by the District.
9. Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage under the health care plan until October 1 of the following school year.
10. The District will provide a qualified 125 plan.

11. District MEDICAL Benefit / Cash-in-Lieu Incentive

The District will provide contributions for the District Medical Benefit/Cash-In-Lieu Incentive Plan, based on the number of years served with NCLUSD (See Appendix E). The amount of money available, as delineated in Appendix E, may be applied towards the cost of medical benefits made available by the District. If the amount of money available pursuant to Appendix E exceeds the cost of employee selected medical benefits, or if employee declines to elect any medical benefits, then the employee shall be entitled to a cash payment of the Medical Benefit/Cash-In-Lieu Incentive plan, subject to all normal deductions and withholdings, for unused medical benefit money. (Note: All benefit eligible employees are required to enroll in dental and vision coverage). All employees having a hire date after October 31, 1997, will receive the Medical Benefit/Cash-In-Lieu Incentive contributions set forth in the District Medical Benefit/Cash-In-Lieu Incentive plan.

All employees having a most recent hire date on or before October 31, 1997, will have the option of either:

(a) Accepting the incremental Medical Benefit/Cash-In-Lieu contributions as set forth in the District Medical Benefit/Cash-In-Lieu Incentive plan; or,

(b) Declining the District Medical Benefit/Cash-In-Lieu Incentive plan.

Employees will thereby retain their eligibility to participate in the Article VI (1) District Early Retirement Incentive provided they meet the eligibility requirements set forth therein. If an employee elects option (a) above, then they waive any and all rights that they may have to participate in the Article VI

(1) District Early Retirement Incentive.

Any decision by an employee having a hire date on or before October 31, 1997, to accept the Medical Benefit/Cash-In-Lieu Incentive plan is final and irrevocable. By accepting the District Medical Benefit/Cash-In-Lieu Incentive plan, an employee waives any and all rights to participate in the Article VI(l) District Early Retirement Incentive. This individual contract must be enacted by September 30, 2015, and is final, irreversible, and unchangeable.

VI. RETIREMENT INCENTIVES

An eligible employee may request consideration for an early retirement incentive.

1. District Early Retirement Incentive

The District will provide to eligible employees a one-time, "lump sum", payment equivalent to 40% of the retiring individual employee's final annual base salary, including applicable longevity stipend(s) but exclusive of Extended Teacher Pay (Appendix C) and Extra Work Agreements.

This Incentive is limited to a maximum of four current unit members in any given year. If more than four eligible employees apply for the Incentive, selection will be based on seniority.

A selected participant will receive the money as a cash payment.

Eligibility: The Early Retirement Incentive will have the following requirements. The certificated employee must:

- a. Have a hire date on or before October 31, 1997, and have been continuously employed by the District as a teacher.
- b. File a letter of intent with the Superintendent by the second Friday of January of the calendar year he/she wishes to retire.
- c. Be at least 55 years of age as of July 1 of the year of the incentive.
- d. On or before January 31st, provide a non-rescindable letter of resignation or retirement from the district effective no later than the end of the current school year (June 30).

Commencing with the 2015-2016 school year, the district offered a Medical Benefit/Cash-In-Lieu Incentive (V. Health and Welfare - 10. District Medical Benefit/Cash-In-Lieu Incentive) in place of the Early Retirement Incentive.

Starting the 2015-2016 school year, those employees having a hire date on or before October 31, 1997, and having been continuously employed by the District as a teacher, will have the option of accepting the incremental medical benefit

contributions as set forth in the Medical Benefit/Cash-In-Lieu Incentive plan. However, once an eligible employee has accepted the incremental medical benefit contributions as set forth in the Medical Benefit/Cash-In-Lieu Incentive plan, this decision is final and irreversible, and the employee shall not, as a result of this election, be eligible to receive the Early Retirement Incentive set forth in Article VI (1).

When no certificated bargaining unit members remain eligible to receive the Early Retirement Incentive as set forth in Article VI (1), Article VI (1) and Article V (10 a&b) will be deleted from the NCLUSD/NCLTA collective bargaining agreement. A list of "grandfathered" certificated employees electing to remain eligible for early retirement incentive shall be available to the bargaining unit until all eligible members have retired or are no longer employed by NCLUSD.

2. Golden Handshake - which would grant a teacher additional years of service credit. One window per year shall be opened for the Golden Handshake. This window will include June 30 of each year it is offered.

VII. GENERAL LEAVE PROVISIONS

1. The District may, at any time, require adequate confirmation of stated reasons for leave requests.
2. Except with written approval of the District, no teacher shall be gainfully employed by any other employer while on approved leave of absence.
3. An employee returning from leave of absence of indefinite duration shall provide notice to the District of return as soon as practicable, but in no event less than twenty (20) working days before return.
4. Before an employee is allowed to return to work from a leave of absence occasioned by illness or injury, the District may require a medical examination by a physician to confirm fitness to resume employment.
5. Leave of absence may be extended only upon approval in writing by the District.
6. An employee who fails to return to work at the expiration of approved leave and fails to notify the District as soon as practicable may be deemed to be absent without justification and may be subject to appropriate action.
7. A teacher on unpaid leave of absence may continue coverage of insurance programs at his/her own expense, if permitted by the carrier.
8. Nothing in this Agreement shall preclude the District from granting or extending a leave.

9. The following provisions apply to a person on a leave of absence.
 - a. The District will send the same "Intent to Return" notice to teachers on leave of absence as sent to the balance of teachers.
 - b. The District will request a letter of resignation from teachers on leave of absence who indicate they will not be returning.
 - c. A teacher's notice of return from a leave of absence will not be binding but would be subject to the statutory timelines for intent to return.
 - d. The notice of intent to return from a leave of absence shall be submitted, in writing, to the District by March 1.

VIII. SICK LEAVE

1. Sick leave is granted as a result of inability to perform duties due to illness or injury. Each full time teacher shall be allowed ten (10) days of sick leave each contractual year. Less than full time shall be prorated accordingly. Each year's sick leave shall accrue and be available as of the first workday of that year. If a teacher leaves the service of the District and has used unearned sick leave credited at the beginning of the school year, the used unearned sick leave shall be withheld from the teacher's final pay warrant.
2. Regular part-time certificated employees shall be entitled to sick leave, granted to regular full-time employees on a pro-rated basis.
3. By October 1, the District shall provide to each teacher a statement of his or her accumulated sick leave.

Absence for personal illness shall be charged against sick leave time. Essential treatments and examinations for diagnostic purposes may be allowed as sick leave when such treatments or examinations need to be made during school time in order for the employee to continue working.

IX. PERSONAL NECESSITY

1. A teacher at his/her election may claim and deduct up to seven (7) days per year from his/her accumulated sick leave in cases of personal necessity. The charging of such absences to the teacher's accumulated sick leave may be the subject of prior approval by the District except for the following:
 - a. Death or serious injury of a member of his/her immediate family.
 - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
2. Absences which may be charged to accumulated sick leave under this section include, but are not limited to, the following categories:

- a. Death or serious illness of a relative other than the immediate family or a close personal friend.
- b. Appearance in court as a litigant, a witness, or other absence required under official government order of direction.
- c. Business transactions of an emergency nature. Such transactions must require the presence of the teacher, and the teacher must furnish evidence or certify the transactions could not be dealt with during the off-duty hours.
- d. Family responsibilities of a critical nature.
- e. Adoption and childcare.
- f. Other reasons upon approval by the District.

3. "No Tell" Days

- a. A certificated employee may use five (5) days of personal necessity per year as no tell days which would leave it to the employee's determination as to its use.
- b. Mandatory written notice must be given to the Superintendent/Designee 24 hours prior to the use of this leave.
- c. The teacher must notify the site administrator no later than one hour before the start of the school day.

X. DIFFERENTIAL ILLNESS LEAVE

When a teacher is absent from their duties on account of long term illness or accident or for a period of one hundred (100) days or less following the expiration of their accumulated sick leave, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute teacher, not to exceed Column A, Step 1 on the salary schedule, employed to fill their position during the absence or what would have been paid to a substitute teacher.

XI. PREGNANCY DISABILITY LEAVE

- 1. Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 2. The length of such disability leaves, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. The District will be notified in writing

f anticipated leave dates when determined by the member and their physician, in order to hire a substitute.

3. A teacher may work up to the time of her delivery if the teacher and the teacher's physician certify in writing the teacher is in good health and able to perform competently the professional tasks.

XII. PARENTAL LEAVE

Teachers will be allowed two (2) days sick leave each year for matters related to the birth of their child. Such leave must be taken immediately before, during, or after the child's birth and is to be deducted from earned sick leave.

XIII. BEREAVEMENT LEAVE

1. Teachers are entitled to be absent five (5) days without loss of pay for the death of any member of the immediate family within 325 miles of the District or seven (7) days if more than 325 miles is required. "Immediate family" is defined as mother (step), father (step), grandmother, grandfather, or a grandchild of the teacher or of the spouse of the teacher, and the spouse, son (step), son-in-law, daughter (step), daughter-in-law, brother or sister of the teacher or spouse, aunt or uncle of the teacher or spouse, niece or nephew of the teacher or spouse, legal guardian, or any relative or a domestic partner living in the immediate household of the teacher. Days need not be sequential or uninterrupted.
2. Definition of Domestic Partner: A domestic partner is a person living in the same principal residence as the employee, in a condition of financial interdependence in that the employee and the domestic partners are liable to third parties for any obligations incurred by one or the other for the common necessities of life, such as food, shelter and medical care.
3. Any additional days requested beyond those provided for by the Bereavement Leave Section must be handled through the provisions under the section "Personal Necessity Leave."

XIV. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

1. The following rules and regulations are established for industrial accident or illness leaves of absence for teachers employed in positions requiring certification qualifications for the Newman-Crows Landing Unified School District:
 - a. Allowable leave for industrial accident or illness shall be for sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any fiscal year for the same accident.
 - b. Allowable leave shall not be accumulated from year to year.

- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. When a teacher is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- e. Industrial accident or illness leaves shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. During the period of illness or injury, any teacher receiving benefits as a result of this policy shall remain within the State of California unless the District authorizes travel outside of the State.

XV. ASSOCIATION LEAVE

Subject to the Superintendent's prior approval, one or more Association representatives may be released for Association business outside of negotiations. Such request shall include the nature, duration, location and time of such business. The cost of a substitute will be the responsibility of the Association.

XVI. SUMMONS LEAVE

- 1. A unit member shall be entitled to paid leave when summoned to appear for jury duty, or an appearance in court as a witness, under official government order of direction (not on their own behalf as defined in the personal necessity guidelines of the contract). No sick leave will be deducted.
 - a. Employee shall submit any compensation to the District less any expense incurred for such duty, such as mileage, meals and/or lodging.
 - b. When it becomes known by the unit member that he/she is to report to jury duty, or as a witness, the employee shall contact the principal, his/her designee or school secretary.

XVII. UNPAID FAMILY CARE LEAVE

- 1. Any employee who has served the District more than one continuous year shall be eligible to take unpaid family care leave under the provisions of California Government Code section 12945.2 and the Federal Family and Medical Leave Act of 1993, 29 U.S.C. section 2601 et seq. "One continuous year" as used in this regulation shall mean that the eligible employee must have worked at least 1,250 hours in the year preceding the request for leave.

2. Family care leave may be used for the following reasons:
 - a. The birth of the employee's child;
 - b. The placement of a child with the employee in connection with the employee's adoption of a child;
 - c. The serious illness of the employee's child;
 - d. The employee's own serious health condition;
 - e. The serious health condition of the employee's parent or spouse. "Serious health condition" means an illness, injury, impairment or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:
 1. Inpatient care in a hospital, hospice or residential health care facility, or
 2. Continuing treatment or continuing supervision by a health care provider.
3. For purposes of this regulation, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. For purposes of this regulation, "parent" means a biological, foster or adoptive parent, a stepparent, or legal guardian.
4. Family care leave may be taken in one or more periods but shall not exceed a total of 12 weeks within a 1-year period unless a longer leave is agreed upon by the District and the employee.

When used in conjunction with the maximum pregnancy disability leave under Government Code section 12945, family care leave shall be no more than one month unless the District and the employee agree otherwise (Government Code section 12945.2).

5. During the period of family care leave, the employee may elect or may be required by the District to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District. Sick leave shall be used during the period of family care leave only if the employee and District agree.
6. The employee shall continue to be entitled to participate in pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as applied to an unpaid leave taken for any purpose. The District will continue to pay the employee's monthly health care premium for a total of 12 weeks in any one-year period when the employee is on family care leave. Should the employee's leave exceed 12 weeks in a one-year period, the employee may continue coverage in any health and welfare plans at his/her own expense. Should the employee fail to return to work

after his/her family care leave and any supplemental leaves negotiated with the District, the District may recover any premiums paid for maintaining the coverage unless the continued absence is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

7. The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any other employee benefit plan.
8. If an employee's need for family care leave is foreseeable, he/she shall give the District reasonable advance notice. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This schedule shall be subject to the health care provider's approval.
9. An employee's request for leave to care for a child, spouse or parent who has a serious health condition or the employee's own serious health condition shall be supported by a certification from the health care provider or person requiring care. This certification shall include:
 - a. The date on which the serious health condition began;
 - b. The probable duration of the condition;
 - c. An estimate of the amount of time the health care provider believes the employee needs to care for the person requiring care;
 - d. A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the person requiring care.

If an additional leave is needed when the time estimated by the health care provider expires, the District may require the employee provide re-certification in the same manner as specified above.

10. Family Rights Act and Family and Medical Leave Act - The district will comply with the Family Rights Act and the Family and Medical Leave Act. This article will apply to all employees.

XVIII. CATASTROPHIC ILLNESS LEAVE

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended

time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

2. The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Superintendent for a donation of eligible leave credits and provide medical verification of the catastrophic illness or injury as required by the District. As in the case of all sick leave use, the continued use of donated eligible leave credits shall be subject to appropriate medical verification by physicians selected by the District. The request will be reviewed by a confidential committee comprised of the Superintendent and the Association president for approval.
3. Any employee may transfer on a voluntary basis a portion of his or her accumulated leave credits up to five (5) days at a time, in daily increments, to another employee because of catastrophic or life-threatening sickness or accident. An employee may transfer credits by signing an authorization identifying the employee and the number of days of accumulated leave to be transferred to the named employee. Sick leave may not be transferred by any employee who, following the transfer of the designated leave, will have less than fifteen (15) days of accumulated sick leave. (Ed. Code 44043.5)
4. Eligible leave credits mean sick leave or full bank days accrued to the donating employee.
5. The employee who is voluntarily contributing the leave credits shall be responsible to fill out the necessary form to initiate this action and to deliver that form to the Superintendent's secretary.
6. All sick leave credit transfers to the Catastrophic Leave Fund shall be irrevocable and nonrefundable. Transferred sick leave credits shall be utilized only for the precipitating catastrophic illness or injury. All unused transferred sick leave credits shall revert to the Catastrophic Leave Fund. The bank will be administered jointly by the NCLTA President/Designee and the Superintendent/Designee.
7. No employee may receive transferred leave credits from another employee unless receiving employee has exhausted all accrued paid leave credits.
8. The maximum amount of time for which donated leave credits may be used shall not exceed a period of twelve (12) consecutive months.

XIX. SPECIAL EDUCATION

1. Communication - The District and NCLTA believe that effective communication is essential to providing high quality programs for students with disabilities and creating and maintaining a positive and productive culture and climate. The District and NCLTA will work collaboratively to mitigate communication breakdowns, ensure resolution, and improve operational effectiveness with regards to Special Education.

2. When a Special Education, self-contained Mild/Moderate Support Needs elementary classroom includes more than three (3) grade levels and more than 13 students, an additional instructional aide will be provided.
3. If more than 50% of students in a special education class meet the primary eligibility of emotional disturbance or autism, class size will be adjusted based on composition of class and needs of students. This adjustment will be the result of a meeting between the affected teacher(s) and administration.
4. Specially-assigned Intensive Individual Services Special Education instructional aides shall not count in the adult: student ratios per the SELPA loading standards. Students with Intensive Individual Services/assigned a Special Education instructional aide shall not count in the student class size recommendations as outlined in the SELPA loading standards.
5. In the event the special education class size and/or caseload exceeds the aforementioned limits, due to fluctuating special education numbers or if a request is made in the best interest of the students by the teacher, the teacher shall notify the site administrator and program specialist assigned to their site. The Director of Special Education will meet with the teacher, site administrator, and program specialist to review concerns, identify additional supports needed, and seek resolution.
6. Special Education staff throughout the District (K-12) will be provided an additional IEP preparation period within the school day for planning, testing, evaluation, and implementation of any IEP/504 Plan for the students on their caseload. During this time, the special education staff member is unavailable for assignment to cover other classes
- 7.
8. The additional preparation time shall be equivalent to a regular class period at the secondary level or a minimum of fifty (50) minutes per day at the Elementary level, and can be scheduled daily, or accumulated throughout the week. Scheduling of this time will be coordinated with the Site Administrator(s). The IEP preparation period cannot be waived by the teacher or assigned as a class period by the District.
9. Site and District administration will ensure that the preparation time will be uninterrupted and unavailable time for the scheduling of meetings. However, the schedules and needs of the students, guardians and school may impact this time.

XX.JOB SHARE

Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two-unit members must share an assignment for the complete school year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. If a request is denied, the applicants shall be notified, in writing within ten (10) working days of the denial, of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

1. Each job-sharing unit member shall receive a prorated salary schedule increment each year. Salary advancement on the pay schedule will be pro-rated according to the assignment.
2. Upon request of the two-unit members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two-unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
3. If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to an available, comparable position, but no guarantee can be given it will be the same position he/she occupied at the time the job-sharing was granted.
4. After the second year of a job share, if a member wishes to continue in the job share, he/she is only entitled to the prorated FTE that he/she is occupying. In order to return to 1 FTE, he/she would need to apply for any available new openings. The employee would be placed in an available, comparable position before any new employee hires.
5. At the end of the job-sharing assignment, the participant with the highest District seniority will have first choice at retaining the position. The second participant retains all transfer rights.
6. When one participant of a job-sharing team is absent due to illness or other paid leave, the remaining participant is encouraged to exchange days for the absent participant. The absent teacher is responsible for notifying site administration of the calendar change.
7. STRS Contributions will be based on the percentage of the assignment, determined by State formula. (One half of service toward retirement will be credited for each year in the job-sharing program, assuming a 50/50 job share).
8. At formal K-5 parent conferences (those scheduled twice a year) parents may request in writing that both participants be present. If no formal request is made, only the participant working that day needs to be present. Informal parent conferences will be conducted by either, or both, participants as determined by parent or teacher requests. When using the semester option, parent conferencing will only apply to the semester the participant is working.
9. Staff workday(s) and 6-12 parent teacher conferences will be attended by both participants. Faculty meetings, collaborative days, and department meetings will be attended by the working teacher. It will be the responsibility of the working partner to disseminate all information covered at faculty, collaborative and department meetings to the non-attending teacher.

XXI. SENIORITY

Seniority, as used in this Agreement, shall be defined as the length of continuous service to the District as a certificated teacher.

- a. Seniority will accrue beginning with the unit member's initial date of service.
- b. Unit members with the same initial date of service shall have their seniority determined by lot at the beginning of their first year of service. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine the unit member's seniority placement, that seniority placement shall remain in effect while the unit member is in the service of the District.
- c. A unit member on a District approved leave of absence, other than to a non-bargaining unit position, shall continue to earn seniority while on leave.
- d. A unit member's seniority shall accrue during layoff.
- e. When all other factors are essentially equal, the senior volunteer for any vacancy shall be given first right of refusal.

XXII. TRANSFER

1. Definitions

- a. Transfer refers to the movement of a teacher to a different site or school.
- b. Reassignment is a change in either the grade level in Grades TK-6, or a change in at least four (4) teaching periods to subjects not taught at the time the change(s) is (are) made in Grades 7-12.

2. Transfer/Reassignment Requests:

By December 1 of any year, the District will ask all certificated staff members, who would like a transfer or a reassignment, to send a written or electronic request to the Director of Human Resources. The deadline to receive this request will be February 1 of the following year. These requests should be determined by where the individual teacher would like to teach and not determined by the open or perceived open positions within the District. Any submitted requests after February 1 may not be honored by the District.

All teachers will be notified of openings within the District. If an open position is one that was requested by a teacher, the site administrator, along with the District, may allow the transfer or reassignment to occur. However, the site administrator and the District may require the teacher to interview for the position.

In the event the teacher is not granted a transfer or a reassignment, the District shall, upon request of the employee, provide an opportunity for the employee to meet with the site administrator. However, the decision of the District shall be final.

3. Teachers who move classrooms within the same school site will be provided two (2) days with a District-provided substitute free of students for packing their items. Teachers who move to a different site will receive one (1) additional day. These days will be arranged between the teacher and the site administrator(s). Teachers will be provided one (1) additional day to unpack their items. If district custodial staff is not made available to move the teacher's packed items, the teacher will receive one (1) additional day. Any days outside of the contractual year will be compensated at the teacher's per diem rate.

4. Voluntary

A teacher may initiate a request for a voluntary transfer to take effect during the school year or at the beginning of the next school year.

- a. Whenever possible the District will post vacancies for ten working days and will send notice to all teachers on vacation or on leave who have requested a transfer/reassignment to the site/position available. Days will be defined as "days the district office is open." The minimum posting will be three working days. If a transfer/reassignment results in a new opening, the resulting position may be filled after three days from its posting. Posting includes written notice displayed at each site and mail notice to employees requesting it, and email notice to all certificated staff.
- b. A request for transfer to take effect during the school year must be made within ten (10) working days of the posting of vacancy.
- c. Teachers who desire to be considered for positions that become available during the summer shall file a written statement of such desire with the Superintendent/designee no later than the last workday of each school year. Such statements shall include the grade(s) and/or subject(s) as well as the school site(s) to which the teacher desires to be assigned.
- d. Upon written request, the teacher shall be provided with the reasons for denial of a request for voluntary transfer.
- e. When a transfer is necessary, the District shall give good faith consideration to volunteers for such transfers.
- f. When all the factors are essentially equal, the senior volunteer for any vacancy shall be given first right of refusal.

4. Involuntary Transfer/Reassignment: Compliance, Program, Student Population Shifts

When the District perceives a need to consider involuntary transfers, the following steps

shall be followed:

- a. Prior to effecting an involuntary transfer/reassignment, the District shall identify grades and/or subject areas that will be affected by state and/or federal non-compliance, enrollment shifts and/or definable program change which will necessitate the need for personnel changes. In situations where a teacher is involuntarily transferred/reassigned to best fit the "needs of the District", the teacher and associational representative shall be provided the opportunity to meet with the District Representative regarding how the transfer/ reassignment meets the identified District needs.
- b. The Superintendent/designee shall meet with the teacher(s) whose assignment(s) may be affected.
 1. Volunteers will be solicited to remedy the identified staffing need(s).
 2. The most qualified volunteer shall be granted the assignment.
 3. If there is no volunteer, the person with the least seniority in the affected "pool" will be transferred unless there are extenuating circumstances.
 4. Teachers may not be involuntarily transferred/reassigned more than once every three (3) years.
 5. Teachers transferred under this section shall be given access to their assigned classroom seven (7) days from the end of the current school year to the beginning of the next school year to prepare the classroom. The days must be mutually agreed upon by the site transferring administrator, the receiving administrator and the teacher.

5. Involuntary Transfers for Reason Other than Those Above

The District shall institute the following procedures for involuntary transfers for reasons other than those in Section 4 above.

- a. Teacher(s) shall be notified that there is a problem that may lead to an involuntary transfer/reassignment.
- b. The teacher shall be given time to correct an identified problem and support in the form of a remediation plan.
- c. If the problem is not resolved, the District may transfer/reassign the teacher.
- d. Teachers may not be involuntarily transferred/reassigned more than once every three (3) years.
- e. Teachers transferred under this section shall be given access to their assigned classroom seven (7) days from the end of the current school year to the beginning

- f. of the next school year to prepare the classroom. The days must be mutually agreed upon by the site transferring administrator, the receiving administrator and the teacher.

6. Open Teaching Positions

All open teaching positions will be advertised and qualified District employees will have the opportunity to interview for the position.

XXIII. SAFETY

1. The District will make a reasonable effort to provide for each teacher's safety.
2. In order that a teacher's work environment remains safe, any teacher who observes a working condition thought to be unsafe shall report such condition to his/her immediate supervisor. The immediate supervisor will consider such report promptly and, if the District determines the condition is unsafe, the District will make a reasonable effort to correct the unsafe condition.
3. The Board will consider replacement or repair, if requested, of the damaged or destroyed clothing or other personal property of a teacher while performing services for the District. Replacement or repair will be at the Board's discretion.
4. All teachers will report any suspicious objects. No teachers shall be required to search for a bomb. Class time will be made up at the discretion of the District.
5. The District will assume responsibility for personal property of a teacher pursuant to a District authorization form approved by the site principal where specific permission is granted to use specific property in a classroom as long as the teacher took complete measures to insure the protection and safety of the approved property.
6. Employees shall immediately report, in writing, cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor.

XXIV. CLASS SIZE

1. Subject to the financial condition of the District, the building facilities available, the availability of qualified teachers, classroom safety and the best interests of the students as determined by the District, the Board agrees to meet and negotiate with the Association prior to implementing any District-wide change in class size policy.
2. The District and NCLTA believe that the goal of the District is to program a reasonable number of students into each class. Oversized classes are a detriment to learning and should be avoided whenever possible. The purpose of this provision is to ensure the best interest of the educational program and students. The provision should not be used to supplant the employment of teachers. The District and the Association acknowledge that the following provisions should not alter the appropriate staffing for the below class size limits.

3. The district will make a good faith effort to balance TK-12 class sizes equitably for all staff. At secondary grade levels (6-12), the district will work with site administrators to balance class loads within the first four weeks of the school year. At grades 6-12, the Association recognizes master schedule constraints may prohibit the balancing of classes.

Class sizes are as follows:

TK: 20

K-5: 25

6-8: 30

9-12: 30

DLI: 28

- **Combination Classes (multiple grade levels in same class): 20**
- PE (Elementary): 85 (with 2 aides)**
- PE (Secondary): 50**

NCLUSD shall abide by all caseload parameters as outlined in California Education Code and shall make every effort to abide by all SELPA Loading Standards.

SPED:

- **Elementary (TK-5) -**
 - **Resource: 28**
 - **Mild/Mod Support Needs: 18**
 - **Extensive Support Needs: 14**
 - **Autism Class: 12**
 - **Emotionally Disturbed Class: 12**
 - **Secondary (6-12) -**
 - **Resource: 28**
 - **Mild/Mod Support Needs: 20**
 - **Extensive Support Needs: 15**
 - **Emotionally Disturbed Class: 15**
4. All Visual and Performing Arts (VAPA) classes shall have a reasonable number of students mutually determined by the teacher and the site principal and shall be based on programmatic needs. No beginning/introductory level VAPA class shall exceed 32 students.
 5. Beginning ten (10) working days from the first student contact day, if class size limitations are exceeded, the site administrator shall have five (5) working days in which to correct the situation by reassigning students, providing additional teachers or providing additional instructional aide time upon request.
 6. Fifteen (15) days after the beginning of each school year/semester, the District shall conduct a review of class sizes/caseloads to determine class size averages within classes/departments/ subject areas. The district will collect this data to report to the Association individual teacher student contacts, average class sizes by grades/department plus class sizes for individual classes. Following this review, the district shall make good faith efforts to maintain equitable class sizes during the remainder of the school year/semester.
 7. The District will provide class size/caseload reports to the Association upon request for inspection and review.

8. If more than 50% of students in a special education class meet the primary eligibility of emotional disturbance or autism, class size will be adjusted based on composition of class and needs of students. This adjustment will be the result of a meeting between the affected teacher(s) and administration.
9. Specially-assigned Intensive Individual Services Special Education instructional aides shall not count in the adult: student ratios per the SELPA loading standards. Students with Intensive Individual Services/assigned a Special Education instructional aide shall not count in the student class size recommendations as outlined in the SELPA loading standards.
10. In the event the special education class size and/or caseload exceeds the aforementioned limits, due to fluctuating special education numbers or if a request is made in the best interest of the students by the teacher, the teacher shall notify the site administrator and program specialist assigned to their site. The Director of Special Education will meet with the teacher, site administrator, and program specialist to review concerns, identify additional supports needed, and seek resolution.
11. Upon request of either party, the District will fulfill its obligations under this Article by a meeting open to all teachers affected and/or the Association's representative each year class size exceeds the numbers listed above.

* It is understood and agreed that the District cannot necessarily implement desirable class sizes, and that the District must consider a variety of factors, including but not limited to impact on learning, revenues, physical facilities, educational programs, and teaching loads in determining class size.

XXV. EVALUATION PROCEDURES

1. One of the principle objectives of the District and the Association is to maintain a high quality of education, provide District assistance so improvement can take place, and/or to take a variety of appropriate actions which may include termination as well as other actions required to protect the District's interests and those of the teacher.
2. During the academic year a teacher is to be evaluated, permanent, probationary, and intern teachers shall establish goals that are focused on District initiatives and that are reflective of the California Standards for the Teaching Profession. For permanent, probationary and intern teachers, the number of goals created shall be established through professional dialogue with the teacher and the evaluator, and the number of goals will range from 2-4 goals.

Required forms for the evaluation process are the formal NCLUSD Formal Classroom Observation Summary form and the NCLUSD evaluation of Teaching Performance form. Other documents are considered supplemental to the evaluation process and may be included as support.

The evaluator and the teacher shall have the right to a pre-observation meeting, and a post-observation meeting.

3. Probationary employees shall be evaluated each year during probationary service. The

final evaluation report shall be completed and filed no later than thirty (30) calendar days prior to the end of the school year.

4. Evaluation of each certificated employee not in probationary status shall be made every other year. If the employee has been employed as a permanent employee for at least ten (10) years with NCLUSD, is highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated them as meeting or exceeding standards, evaluation shall be made every fifth year, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. The final evaluation report shall be completed and filed no later than thirty (30) calendar days prior to the end of the school year and not before the first day of the third trimester/second semester. Each certificated employee shall have the option of choosing either a traditional evaluation procedure, or an alternative supervision procedure agreed upon by the unit member and site administrator.

Differentiated Supervision

The term "differentiated supervision" refers to a set of professional development options which tenured teachers may select instead of or in addition to a formal classroom observations. These options are all deemed equal and appropriate. (See Appendix D for Differentiated Supervision Flow Chart.)

- a. Traditional Evaluation
- b. Peer Coaching
- c. Action Research
- d. Professional Portfolio
- e. Participation in Peer Observation Program (if available)

Teachers who select an alternative evaluation, shall be granted a satisfactory rating in their end of the year evaluation.

Traditional Evaluation

The term "traditional evaluation" shall refer to the set of professional development options including pre-conferences, observations, post conferences and final evaluations written on the District Evaluation of Teaching Performance form.

5. In the case of unsatisfactory evaluations, the certificated employee shall be evaluated in consecutive years until a satisfactory evaluation is obtained.
6. The evaluation shall be completed, and a report filed no sooner than ninety (90) instructional days into the school year (unless the teacher and site administrator have mutually agreed to an earlier date) and no later than thirty (30) calendar days prior to the end of the school year.

- a. Observations shall consist of evidence gathered through anecdotal records and/or video, to be determined by the teacher, post-observation analysis sheet, and the summary of the lesson written on the District Formal Classroom Observation Summary Form. The Summary Form of the observation shall be given to the teacher within ten (10) working days of the observation.
- b. In the event that an observation contains identified concerns, and evidence that teaching standards are not being met which could lead to an unsatisfactory evaluation, the evaluatee may request a review by the Superintendent or his/her designee, whose decision is final. Identified concerns will be presented in writing to the teacher. In addition, a suggested action plan will be outlined for implementation. The teacher has a choice of participating in a voluntary assistance program while continuing with the traditional evaluation process which will consist of subsequent evaluations. Or the teacher may select to continue with the traditional evaluation process consisting of subsequent evaluations and principal support only.

1. Principal Support Only

If the teacher selects to follow a traditional evaluation process the action plan will be implemented through the support of the administrator.

- a. If the participating teacher is following a traditional path in the evaluation process, a second formal observation will be scheduled no sooner than thirty (30) instructional days.
- b. In the event performance standards are not met, the site administrator must again present in writing to the teacher the identifiable concerns. The action plan is revisited, modified as necessary, and the teacher will continue implementing components of the plan.
- c. A third formal observation will be scheduled following the continued implementation of the action plan. The observation will be no sooner than thirty (30) instructional days after components of plan have been completed at a mutually agreed upon date.
- d. The end of year evaluation is given. If a teacher receives a "1" (practice not consistent with standards and expectations) as a cumulative rating in any one or more of the six standards the teacher will be automatically referred to the Peer Assistance Review process.

2. Voluntary Assistance Support

- a. If the teacher selects to follow a path of voluntary assistance an action plan will be developed that could include the assistance of a consulting teacher, professional training, or the development of an Individual Professional Plan (IPP). This assistance plan will be reached through mutual agreement between the teacher and site administrator. If agreement cannot be reached, the final decision will be the responsibility of the Joint Panel.
 - b. A second formal observation will be scheduled following the reasonable implementation of the action plan. The observation will be scheduled no sooner than thirty (30) instructional days after components of plan have been completed, at a mutually agreed upon date.
 - c. In the event that performance standards are not met, the site administrator must again present in writing to the teacher the identifiable concerns. The action plan is revisited, modified as necessary, and the teacher will continue implementing components of the plan.
 - d. A third formal observation will be scheduled following the continued implementation of the action plan, no sooner than thirty (30) instructional days after components of plan have been completed, at a mutually agreed upon date.
 - e. The end of year evaluation is given. If a teacher receives a "1" (practice not consistent with standards and expectations) as a cumulative rating in any one or more of the six standards the teacher will be automatically referred to the Peer Assistance Review process.
7. Teachers selecting an alternative supervision procedure shall conference prior to January 31, with an administrator to determine future steps or to move to traditional evaluation.
 8. The end of the year evaluation shall be in writing and a copy of the evaluation report shall be furnished to the evaluatee. The teacher shall be given the opportunity to append written statements of his/her views to the evaluation report, and such statements shall be included in the teacher's personnel files.
 9. If the evaluatee is performing in an effective or commendable manner, the report shall so indicate. If the evaluatee is not performing in a satisfactory manner, the report shall describe the areas of needed improvement and recommendations as to how improvement

can be effected. The evaluatee has the responsibility to implement the recommendations of the evaluator.

10. Teachers shall not be held responsible for any specific matters relating to the educational program over which they have no authority.
11. The negative factors in evaluation shall be communicated to teachers before the evaluation procedure is completed.
12. Teachers shall have access to their personnel files and the right to have copies of materials therein, subject to reasonable regulation. Teachers shall be notified at least three (3) working days prior to derogatory material being placed in their files.

XXVI. INDUCTION PROGRAM

1. The Induction Program/Process

The induction process includes a program that provides support for teachers with preliminary credentials. Those teachers with preliminary credentials or practicing teachers (PTs) are partnered with a well-qualified teacher with a clear credential, otherwise known as a Support Provider (SPs). The SPs will meet with PTs on an ongoing basis to provide what is expected by the Induction program with which the District is associated. For SPs to be selected, they must first apply and interview to determine if they meet the qualifications established by the Induction program and by the District.

Once the initial interviews are completed, selected SPs may be asked to work with additional PTs. Also, other teachers may be asked to become SPs based on the number of PTs that are within the District. Selection of the additional SPs will be based on the "best fit" for the PT and the District.

Support Providers selected will receive the District per-PT stipend, as a percentage of cell E-14 on the Salary Schedule:

- a. 2.40% for one PT;
- b. 3.80% for two PTs;
- c. 5.15% for three PTs;
- d. Increments of 1.80% will be added for each additional PT.

2. Mentor Teacher Program

The Mentor program is designed to assist those teaching who are in process of attaining a preliminary credential, identified as pre-credential or intern teachers, (ITs). Colleges and programs that offer an intern program require that the District establishes a mentor program, where a teacher works with an IT to assist with ensuring that the basic needs of the IT are addressed. The mentor program is intended to not be as time consuming as the

work of a SP in the Induction program. For mentors to be selected, they must first apply and interview to determine if they meet the qualifications established by the District.

Once the initial interviews are completed, selected mentors may be asked to work with additional interns. Also, other teachers may be asked to become mentors based on the number of interns that are within the district. Selection of the additional mentors will be based on the "best fit" for the intern and the District.

Mentors selected will receive the District per-IT stipend, as a percentage of cell E-14 on the Salary Schedule:

- a. 0.60% for one IT;
 - b. Increments of 0.60% will be added for each additional IT.
3. The District shall defend and hold harmless individual Support Providers (SPs) and Mentors from any lawsuit or claim arising out of the performance of their duties under this program. The District will pay legal costs and fees in such actions.

XXVII. GRIEVANCE

1. Definitions

- a. A "grievant" is the person or persons covered by the terms of this Agreement or the Association making the claim.
- b. A "grievance" is the claim by one or more grievants that there has been a violation of a provision of this Agreement.
- c. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. The "immediate supervisor" refers to the supervisor having immediate jurisdiction over the grievant.
- e. "Days" refers to days on which teachers are in attendance.

2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to an alleged violation of this Agreement. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing contained herein will be construed as limiting the right of any grievant having a grievance to discuss the matter informally with any appropriate member

of the administration, and to have the grievance adjusted provided the adjustment is not inconsistent with the terms of this Agreement.

- c. Since it is important the grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums. Failure to proceed to the next step within the specific time limit will preclude any further appeal on the grievance. The time limits may, however, be extended by mutual written agreement of the Superintendent and the Association.

3. Procedure

- a. Level One: Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- b. Level Two: Within twenty (20) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the district grievance form to his/her immediate supervisor, with a copy to the Superintendent and the Association. This shall be a statement of the grievance, including the specific provision of the Agreement allegedly violated, the circumstances constituting such alleged violation, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate his/her decision to the grievant, Superintendent and the Association in writing, within ten (10) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
- c. Level Three: If the grievant believes the decision at Level Two to be incorrect, he/she may within ten (10) days appeal the decision on the appropriate district grievance appeal form to the Superintendent or his/her designee. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet the grievant and/or the grievant representative to resolve the grievance. The Superintendent or his/her designee shall communicate his/her decision to the grievant, the immediate supervisor, and the Association within fifteen (15) days. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.
- d. Level Four: If not satisfied with the disposition of the grievance at Level Three, or if there has been no written decision, the Association may submit the grievance to arbitration within twenty (20) days. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of submission of the grievance to arbitration, the grievance shall be submitted to the State Conciliation and Mediation Service.

The arbitrator's decision will be in writing. The arbitrator will be without power or authority to alter, amend or modify this Agreement, or to make any decision

which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Superintendent, grievant and the Association, and shall be binding to all parties.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Expedited arbitration may be used by mutual agreement.

- e. Level Five: Subject to timely inclusion, the decision of the arbitrator shall be acted upon not later than the next regularly scheduled Board meeting whose agenda date was subsequent to the receipt of the decision.

4. General Provisions as to Grievances

- a. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the rights of the District to take the action which is the subject of the grievance.
- b. All documents, communications, and record dealing with the processing of a grievance will be filed in a separate grievance file.
- c. No reprisals of any kind will be taken against any grievant, any party of interest, any member of the Association, any unit member, or any other participant in the grievance procedure by reason of such lawful participation.
- d. A teacher may be represented at all stages, except Level One by himself/herself or, at his/her option, by a representative of the Association. The Association has the right to be present at all levels above Level One. The Association shall have the right to grieve on alleged violations of rights specifically granted the Association in this Agreement. The parties will make good faith effort to consolidate grievances involving two or more teachers, but the District reserves the right to separate group grievances.
- e. In processing grievances, the parties will make a good faith effort to avoid interruption of assigned duties and district operations and the involvement of students.
- f. References to specific administrative personnel in this procedure shall include "Designee."
- g. In the event a grievance cannot be processed by the end of the school year, the time limits set forth herein will be reduced so the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

- h. A grievance may be initiated at Level 3 if the act giving rise to the grievance was committed at a level above the immediate supervisor.

XXVIII. PROFESSIONAL GROWTH

1. Longevity Stipends

- a. Longevity Stipends shall be awarded beginning with the 15th, 20th, 25th and 30th year of District credited teaching service. "District credited teaching service" is defined as:
 1. for teachers entering the district on or after July 1, 2001, as "years taught in the District".
 11. for teachers entering the district prior to July 1, 2001, as "total years credited by the District".

2. Salary Incentive Program

Newman-Crows Landing Teachers may elect to receive salary credit by participating in the professional growth activities that benefit the students, school and district. For each five-year period of service, 150 hours can be earned for an equivalent of ten (10) units of credit.

Professional growth hours must be aligned to the district strategic action plan, to district goals, individual professional goals or to site goals. The professional growth hours must be approved by the site principal and the superintendent's designee in order for the hours to count towards salary advancement. Some professional growth may require verification that hours have been met by successfully completing a verification process.

3. The District/Site administration shall solicit teacher input regarding Professional Development Day topics and presenters.

XXIX. NEW EMPLOYEE ORIENTATION AND ONBOARDING

1. The District shall provide the Association mandatory access to any new employee orientation for teachers. The President of the Association shall receive not less than ten (10) days advance notice of an orientation.
2. If the District has not conducted an in-person new employee orientation within thirty (30) days of a newly hired employee's start date, the Association shall be provided a minimum of thirty (30) minutes to meet with the new employee at the employee's worksite during the workday, during which time the new employee will have the opportunity to meet with the Association Representative, and shall be relieved of all other duties for the purpose of attending this meeting. During this meeting, the Association Representative shall be permitted to communicate directly with the newly hired

employee. The District shall provide an onsite meeting space within seven (7) calendar days of receiving a request from the Association.

3. The following information for any newly hired teacher shall be delivered to the NCLTA President in digital PDF format and hard copy no later than thirty (30) days after the date of the new employee's hire:
 - Name
 - Home Address
 - Phone Numbers: Work, Home, Cell
 - Personal Email Address
 - School Site
 - Grade Level / Assignment
 - Date of Hire
 - Full Time Equivalent (FTE) Status
4. In addition, every 120 calendar days during every school year, the District shall deliver to the NCLTA President the following information in PDF format for all bargaining unit members:
 - Name
 - Home Address
 - Phone Numbers: Work, Home, Cell
 - Personal Email Address
 - School Site
 - Grade Level / Assignment
 - Date of Hire
 - Full Time Equivalent (FTE) Status

XXX. NEW SCHOOL OPENINGS

1. Sequence of Actions - When the District intends to open and operate a new school in the district, the District will employ means to involve teachers in the preparations as follows:
 - a. In the fall of the year prior to the new school's opening, the District will choose the site administrator.
 - b. In the fall, the District will publish to staff the anticipated district-wide staffing structure.
 - c. The District will survey teachers regarding their assignment preferences.
 - d. In January, the District will choose the teaching staff for the new school, and any subsequent reassignments.
 - e. The District will involve the new school's staff in the selection of furniture and equipment for the new school.

- f. The District will involve the staff of all affected schools in planning for the start of the new school year.
2. Selection of Staff - Staff will be selected by the District in accordance with Article XXI, Transfers, of this Agreement. Where practical, the District will first consider voluntary transfer requests.

XXXI. PARTIES RIGHTS

1. Association
 - a. The Association shall have the right of access to areas in which employees work, before work, during break periods, lunch periods and after work, the right to use a District designated bulletin board, mailboxes, and reasonable use of facilities and access to information necessary for the Association's representation of its members.
 - b. The Association shall also have right of access to the District's electronic communication system in order to distribute to those represented by NCLTA copies of any District proposal for consideration.
2. District

The District retains all of its powers and authority to direct, manage and control the operations of the District to the full extent provided by the law.

The exercise of the foregoing powers, rights and authority by the District shall be limited only by the express terms of this Agreement and in conformity with the law.

XXXII. MISCELLANEOUS PROVISIONS

1. Any individual contract between the District and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. The Association shall receive notification of any individual agreement between any individual unit member and the District.
2. The District retains the right to make and enforce rules and regulations not inconsistent with this Agreement.

XXXIII. SAVINGS

If any provision of this Agreement is held to be contrary to law by a final court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

XXXIV. NEGOTIATION PROCEDURES

1. It is the goal to have the Association provide its initial presentation by August 15.
2. As long as the parties desire to use Interest Based principles for problem solving, the initial presentation shall be submitted in an interest-based format.
3. The parties shall begin negotiations on a successor Agreement following completion of the sun-shining of both proposals. Any agreement reached between the parties shall be in writing and signed by them.
4. The contract shall be extended through June 30, of that contract year.

XXXV. COMPLETION OF MEET AND NEGOTIATE

This Agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any subject except as otherwise provided in this contract.

XXXVI. ORGANIZATIONAL SECURITY

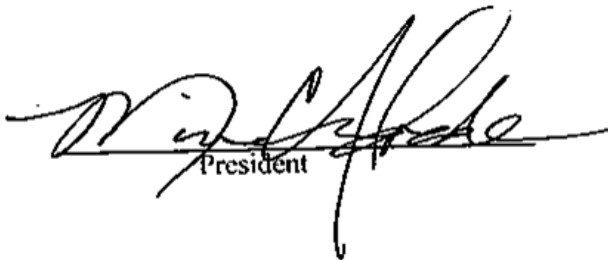
1. Any unit member who is a member of the NCLTA/CTA/NEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
2. Any unit member who is not a member of NCLTA/CTA/NEA, and who requests the grievance or arbitrations provisions of this Agreement be used on their behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
3. With respect to all sums deducted by the District pursuant to section 1 above for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership in the Association and indicating any changes in personnel from the list previously furnished.
4. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs, credit union, savings bonds, charitable deductions, or any other plans or programs jointly approved by the Association and the District.

XXXVII. SIGNATURE PAGE

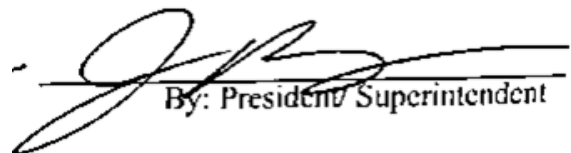
IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be signed by their respective presidents, attested to their respective chief negotiators, and their signatures placed thereon, all on this 29 day of September, 2025.

NEWMAN-CROWS LANDING
TEACHERS ASSOCIATION

NEWMAN-CROWS LANDING
SCHOOL DISTRICT



President



By: President/ Superintendent

XXXVIII. APPENDICES

APPENDIX "A"	Salary Schedule Provisions
APPENDIX "B"	2024-2025 ¹ salary Schedule
APPENDIX "C"	2024-2025 Extended Teacher Pay
APPENDIX "D"	Differentiated Supervision Flow Chart
APPENDIX "E"	District Medical Benefit/ Cash-in-Lieu Incentive
APPENDIX "F"	NCLUSD Grievance Submission Form

SALARY SCHEDULE PROVISIONS

CLASS A - BA (Intern, Emergency, Other)

CLASS B - BA+30

CLASS C - BA+45

CLASS D - BA+60

CLASS E-BA+75

CLASS F - BA+90

RULES GOVERNING PLACEMENT, ADVANCEMENT AND GROWTH CREDIT

1. Placement on the salary schedule shall be on the basis of professional preparation and experience gained under credentialed service.
2. Effective with the 1996-1997 school year, teachers coming into the district will be credited year for year for their experience in other public school districts.
3. A full year's experience is defined as seventy-five percent (75%) or more days taught in any school year.
4. Notice of intent to qualify for a higher class or longevity stipend must be filed with the Superintendent prior to June 1. Units shall be submitted to the Superintendent for review and recommendations. The District reserves the right to require prior approval of units.
5. All work accepted for movement to a higher class or longevity stipend must be completed along with transcripts and verification by October 25; however, the District must receive, by August 1, unofficial verification of enrollment/participation in a class/program with a stated end date to receive salary schedule credit for that school year. This is due to the STRS Penalty for Late Reporting of Earnings. Except for pass-fail courses, units shall not be eligible for salary credit unless earned with a grade of "C" or higher. In accordance with these provisions, the teacher will be placed in a higher class for the following year.
6. When a salary increase is granted and is reflected on the August 31 paycheck based on #5 above, and the class/program is not completed satisfactorily (and therefore, credit is not earned), the dollar amount of the increase will be deducted from the paychecks remaining in that fiscal year.
7. Only credit earned after the bachelor's degree has been awarded will be considered in advancing to a higher classification.

Newman Crows Landing Unified School District
2024-2025 Teacher Salary Schedule (184 Days)
183 Days Effective 07/01/2024

Board Approval Date: 09/08/2025

	CLASS A	CLASS B	CLASS C	CLASSD	CLASS E	CLASS F
	BA	BA+30	BA+45	BA+60	BA+75	BA+90
<u>STEP</u>						
1	\$63,117	\$65,829	\$68,537	\$71,254	\$73,963	\$76,679
2	\$65,829	\$68,537	\$71,254	\$73,963	\$76,679	\$79,387
3	\$68,537	\$71,254	\$73,963	\$76,679	\$79,387	\$82,100
4	\$71,254	\$73,963	\$76,679	\$79,387	\$82,100	\$84,815
5	\$73,963	\$76,679	\$79,387	\$82,100	\$84,815	\$87,525
6	\$76,679	\$79,387	\$82,100	\$84,815	\$87,525	\$90,236
7	\$79,387	\$82,100	\$84,815	\$87,525	\$90,236	\$92,947
8	\$82,100	\$84,815	\$87,525	\$90,236	\$92,947	\$95,662
9	\$84,815	\$87,525	\$90,236	\$92,947	\$95,662	\$98,375
10		\$90,236	\$92,947	\$95,662	\$98,375	\$101,091
11			\$95,662	\$98,375	\$101,091	\$103,800
12				\$101,091	\$103,800	\$106,514
13					\$106,514	\$109,229
14					\$109,229	\$111,933
BENEFIT CAP	2023/24-	\$9,475	2025/26- \$9,570.00			
YEAR 15	\$1,000	Longevity Stipend added to year 15 longevity				
YEAR 20	\$2,000	Longevity Stipend added to year 20 longevity				
YEAR 25	\$3,000	Longevity Stipend added to year 25 longevity				
YEAR 30	\$4,000	Longevity Stipend added to year 30 longevity				

Master's Degree Stipend: \$ 1,100

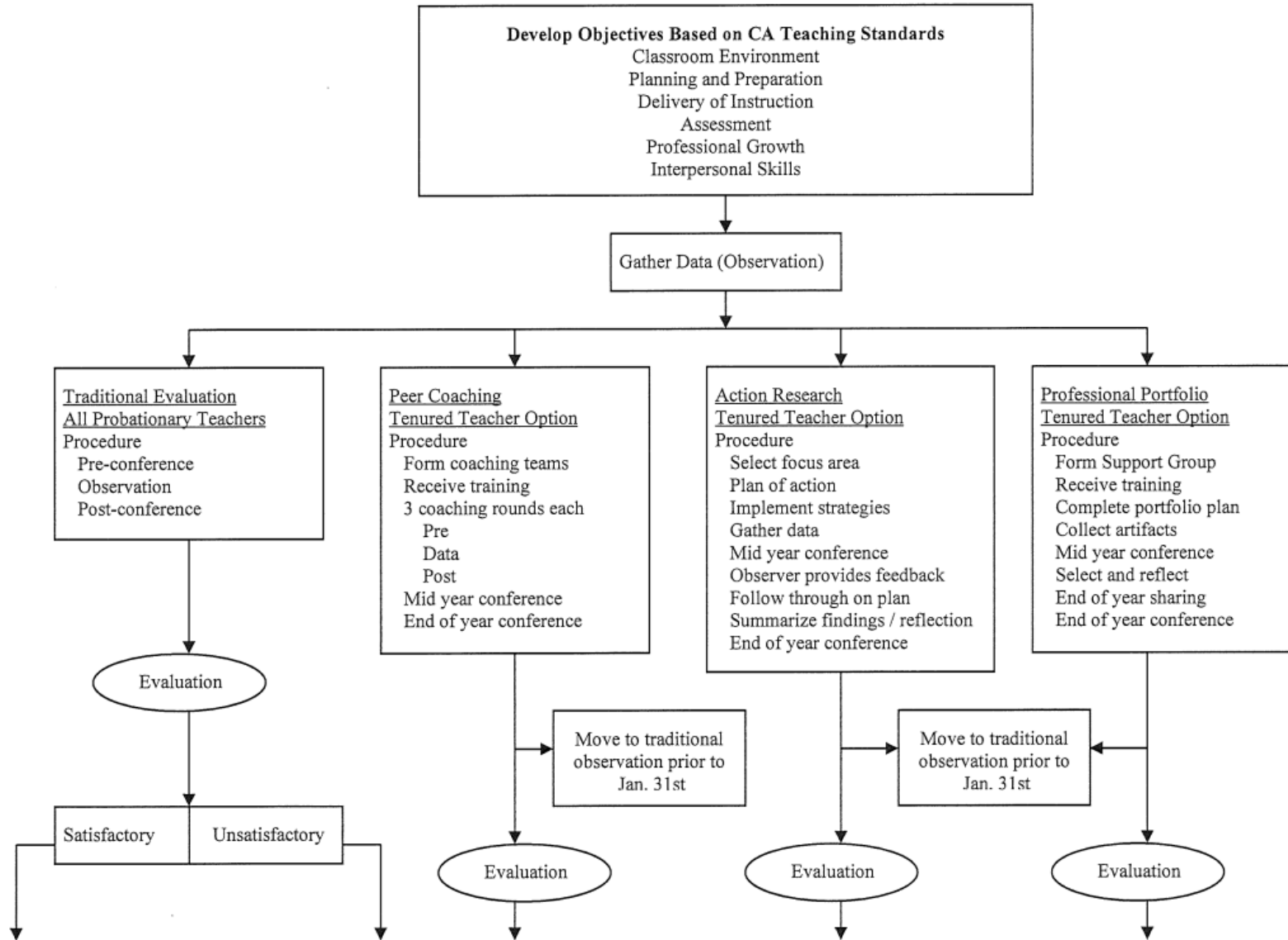
SPED Assigned Teacher Stipend: 1.5% \$1,679.00

DLI Assigned Teacher Stipend with
completed BCLAD/BBA: 1.5% \$1,679.00

2024-2025 EXTENDED TEACHER PAY

Stipends	Percentage of Class F/ Row 15	\$111,933
Athletic Director, Junior High	3.75%	\$4,197
Athletic Director, OHS	6.00%	\$6,716
Yearbook, High School	5.00%	\$5,597
Yearbook, Junior High w/o Class	2.50%	\$2,798
Yearbook, Junior High w/ Class	1.00%	\$1,119
Journalism w/o Class OHS or Yolo	2.50%	\$2,798
Journalism w/ Class OHS or Yolo	1.00%	\$1,119
Cheerleader Advisor	5.00%	\$5,597
Marching Band Instructor OHS	3.00%	\$3,358
Marching Band Instructor Yolo	3.00%	\$3,358
Color Guard Advisor OHS	2.50%	\$2,798
Drama Coach	3.00%	\$3,358
Music Director for Play	2.50%	\$2,798
Choreographer for Play	2.50%	\$2,798
Head Varsity Coach	3.00%	\$3,358
F/S Head Coach	2.50%	\$2,798
Assistant Coach	2.50%	\$2,798
Freshman Coach	2.00%	\$2,239
Junior High School Coach	1.50%	\$1,679
Junior High School Assistant Coach	1.25%	\$1,399
6 th Grade Camp Chaperone	0.75%	\$839
Academic Coach / Assignment	1.50%	\$1,679
GATE Teacher Coordinator (K-5)	4.00%	\$4,477
Site Webmaster	3.50%	\$3,918
District Webmaster	4.25%	\$4,757
FFA Advisor	6.00%	\$6,716
Lead Teacher	4.65%	\$5,205
Induction Support Provider (1 PT)	2.40%	\$2,686
Induction Support Provider (2 PTs)	3.80%	\$4,253
Induction Support Providers (3 PTs)	5.15%	\$5,765
** Each additional PT, 1.800% will be added	1.80%	\$2,015
Mentor Teacher - 1 Intern Teacher (IT)	0.60%	\$672
** Each additional IT, 0.600% will be added	0.60%	\$672
PRAST	2.40%	\$2,686
JPHAST	1.25%	\$1,399
HOURLY RATE FOR EXTRA DUTY ASSIGNMENTS	Percentage of Class F/ROW 14 0.045%	\$50.37

Differentiated Supervision Flow Chart



Medical Benefit/ Cash-in-Lieu Incentive Plan
Continuous years of teaching in the district

Year 1 = \$0
Year 2 = \$0
Year 3 = \$0
Year 4 = \$0
Year 5 = \$500
Year 6 = \$500
Year 7 = \$500
Year 8 = \$500
Year 9 = \$500
Year 10 = \$1,000
Year 11 = \$1,000
Year 12 = \$1,000
Year 13 = \$1,000
Year 14 = \$1,000
Year 15 = \$1,500
Year 16 = \$1,500
Year 17 = \$1,500
Year 18 = \$1,500
Year 19 = \$1,500
Year 20 = \$2,000
Year 21 = \$2,000
Year 22 = \$2,000
Year 23 = \$2,000
Year 24 = \$2,000
Year 25 = \$2,500
Year 26 = \$2,500
Year 27 = \$2,500
Year 28 = \$2,500
Year 29 = \$2,500
Year 30+ = \$3,000

Benefits in Appendix E shall be awarded beginning with the 5th, 10th, 15th, 20th, 25th, and 30th years of NCLUSD teaching service.

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT
GRIEVANCE SUBMISSION FORM

GRIEVANT: DATE:

BUILDING SITE:

IMMEDIATE SUPERVISOR:

LEVEL I

INFORMAL CONFERENCES:

Date: Time: Place:

Supervisor:

LEVEL II

- a. Statement of grievance, including the specific provision of the contract allegedly violated and the date(s) on which this occurred.

- b. Describe the circumstance that constitute such alleged violation?

- c. How has the grievant been personally and adversely affected?

- d. What is the solution(s) proposed in the informal discussion and why it is unacceptable?

- e. What is the specific remedy requested?

Signature of Grievant:

Date Received by the District:

Signature of receiving administrator: _____

Immediate Supervisor's response to Level II:

Immediate Supervisor's Signature: _____

Date: _____

Date Received by Grievant: _____

Signature: _____

LEVEL III

- a. List the fact(s) and conclusion(s) which are being appealed and the reason(s) why the Level II decision is unacceptable.

Signature of Grievant: _____ Date: _____

Date Received by Supt.: _____ Supt's Signature: _____

- b. Superintendent's decision:

Signature of Superintendent: _____ Date: _____

Date Received by Grievant: _____ Grievant's Signature: _____

LEVEL IV

The Association is submitting this grievance to arbitration:

Date submitted: _____ By _____

Date Received by District _____ By _____

Arbitrator:

Decision of Arbitrator:

Signature of Arbitrator: _____ Date: _____

LEVEL V

- a. Date arbitral decision placed on board agenda: _____
- b. Board acknowledges receipt of the arbitral decision.