

# **CERTIFICATED CONTRACT**

## **2023 - 2024**

**By and Between**

**Newcastle Elementary School District**

**And**

**Newcastle Teachers Association (NTA)**

*Revised January 10, 2022*

*Revised February 8, 2023*

*Revised January 30, 2024*

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## ARTICLE I

### AGREEMENT

- 1.1 The Agreement is entered into this 4<sup>th</sup> day of October, 2006 and revised on July 25, 2016, *between the Newcastle Elementary School District Board of Trustees, hereinafter referred to as the "Board", and the Newcastle Teachers' Association/California Teachers' Association/National Education (NTA/CTA/NEA), hereinafter referred to as the "Association".*
- 1.2 This Agreement is entered into pursuant to Chapter 10.7 of the California Government Code, commencing with Section 3540.

## ARTICLE II

### RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all probationary and permanent certificated employees of the Board - excluding management, confidential and supervisory employees, as defined by Government Code Section 3540.1.

## ARTICLE III

### MANAGEMENT RIGHTS

- 3.1 The District retains all of its vested rights and powers to manage and direct the affairs of the District, except as specifically limited by this agreement. The Board may take whatever actions it deems necessary to protect the safety and welfare of the students in an emergency situation, as defined by Education Code.

## ARTICLE IV

### ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers and to the Superintendent as a courtesy. The Association may use the District mail service and teacher mailboxes for communications to teachers without interference, censorship, or examination of such communications by the Board. A representative of the Association may make **short announcements at the** end of a faculty meeting.
- 4.2 After notifying the District Office, authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided they do not interfere with classroom instruction.



- 4.3** Within fifteen (15) days of written request, the District shall furnish names, school addresses, salary schedule placement, home addresses and telephone numbers of all members of the bargaining unit to the Association.
- 4.4** The District shall provide the Association with two (2) copies of the complete public Board of Education meeting agenda, except for materials that are for closed sessions.
- 4.5** Upon request, the Board shall furnish the Association with one copy of all county and state required reports, as such reports are completed and forwarded, and copies of all budgetary and other information it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative.

## **ARTICLE V**

### **LEAVES OF ABSENCE**

#### **5.1 PAID LEAVE**

##### **5.1.1 *Sick Leave***

- A.** Every certificated employee employed five days a week shall be entitled to ten days leave of absence for illness,\*injury\* or personal necessity\* during the school year. Unused sick leave shall accumulate year to year without limit.\*see corresponding sections for definitions
- B.** A certificated employee working less than full time or less than a full year shall be granted a leave of absence for illness, injury, or personal necessity in the same ratio that the employment bears to full time.
- C.** Use of current annual sick leave need not be accumulated prior to taking such leave. When an employee has exhausted the accrued annual ten (10) days of earned sick leave, absences beyond that period shall be continued with pay for a period of 100 working days. During the 100-day period, the employee shall first use any accumulated unused sick leave. If an employee's accrued sick leave is exhausted during the 100-day period, the employee shall have deducted from his/her monthly salary the sum actually paid the substitute to fill the position or if no substitute is hired, the amount which would have been paid the substitute had one been employed. In case of absence in excess of 110 days during the school year, an employee may use any unused accumulated sick leave. Upon exhaustion of accumulated unused sick leave, the employee shall be granted a leave of absence without pay for the remainder of the school year.
- D.** Any absence due to illness or accident shall be verified by the absentee's affirmed statement specifying the nature of the illness or accident.
- E.** Any absence due to illness or accident for ten or more consecutive days may be required to be verified by the absentee's physician or recognized practitioner of those who follow a well-recognized faith which depends upon prayer for healing.

- F. Upon request, the Board shall make available to each teacher a written statement of his/her accrued sick leave total, to include entitlement for the current school year. Such statement shall be available no later than October 1 each school year.

### **5.1.2 *Personal Necessity Leave***

- A. Personal necessity includes situations that compel a teacher to attend a serious matter during the workday, because the matter can neither be accomplished at any other time nor reasonably disregarded. Leave for this purpose is justified if a reasonable person, superintendent, would agree that the teacher was compelled to be absent for personal business, immediate family illness, or other immediate family reasons which could not be addressed outside work time.
- B. Absence for vacation, recreation, concerted activities (e.g., engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting), work stoppage, seeking employment, shopping, traveling, personal monetary gain is not considered personal necessity leave. Other similar absence, which is not of an urgent nature and can be accomplished at other than work time does not qualify.
- C. Provided that there are qualified substitutes available, and the absence would not negatively impact the educational program for students a maximum of ten days of annual paid sick leave may be used for personal necessity during any one school year.
- D. A unit member who finds it necessary to be absent from duty shall request personal necessity leave from the district as far in advance of the anticipated absence as possible. Use of personal necessity leave, except for emergency situations, shall be requested no less than 48 hours in advance of the necessary absence. The unit member will be notified within 48 hours of the granting or denial of the request.
- E. Within the 10 days, the employee may take up to 2 days of No-Tell Personal Necessity Leave. No Tell days are days on which there are no restrictions for either the days requested or the use of the days as per contract and Education Code. If an employee were to take more than two no-tell days, then it would be unpaid leave. The unit member has the right to request additional consecutive Personal Necessity days, which may be approved at the discretion of the superintendent.
- F. Anytime a unit member fails to provide the advance notice and obtain a proper clearance as described in this article for the use of personal necessity leave, except in an emergency situation, will be considered absent without leave and the unit member will not be paid for the absence. The unit member may not attempt to provide notice and obtain clearance after the fact of an absence.
- G. A full time certificated employee who wishes to use more than ten (10) days of sick leave for personal necessity must submit a written request to the governing board of the district for approval.

- H. Except in emergency situations, the district has the right to deny personal necessity leave or limit approval of personal necessity leave if qualified substitutes are not available or the absences would negatively impact the educational program for students. Priority in granting Personal Necessity Leave will be determined by submission date or emergency situations that occur.

#### **5.1.3 *Bereavement Leave***

- A. Each certificated employee of the Newcastle Elementary School District is entitled to three days leave of absence or up to five days if out-of-state travel is required, for the death of any member of his immediate family. Bereavement leave may be applied for in writing to the Superintendent for other members of the family or friends. No deduction shall be made from sick leave or salary of such employee on account of such leaves of absence. The Board or designee may extend the benefits of this section based upon location or need. Additional time would be taken as personal necessity leave.
- B. Immediate family shall include, but not be limited to the following: Mother (stepmother), mother-in-law, father (step-father), father-in-law, husband, wife, domestic partner, son (stepson), daughter (stepdaughter), brother, sister, grandparent, legal guardian, foster children, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member.

#### **5.1.4 *Military leave***

- A. Military leave will be granted to those eligible. The tenure status of a certificated employee shall not be affected by virtue of his or her involuntary induction or call to active duty in any branch of the armed forces of the United States of America or the State of California.

#### **5.1.5 *Leave for Judicial and Official Appearances***

- A. Each certificated employee shall be entitled to leave without loss of pay to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.
- B. Any compensation received for appearances as a witness or for serving as a juror shall be endorsed over to the District so that the employee's compensation for any days of absence for the above purpose shall not be in excess of, or less than, his regular pay.
- C. Persons requesting leave under this policy shall submit to the office a copy of the subpoena or summons requiring their appearance. The Board shall pay the regular salary to teachers called to serve as jurist or subpoenaed to appear before legal and quasi-legal review panels as witnesses.

#### **5.1.6 *Industrial Accident or Illness***

A certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- A. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- B. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but not to exceed sixty (60) days.
- C. Allowable leave shall not be accumulated from year to year.
- D. The leave under these rules and regulations will commence on the first day of absence.
- E. When a person is absent from his duties on account of industrial accident or illness, he shall be paid such portion of the salary due him for any month in which absence occurs as will result in a payment of not more than his full salary to him.
- F. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- I. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Board authorized travel outside the State.
- J. Upon termination of the industrial accident or illness leave, the employee shall be entitled to sick leave benefits and his absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which when added to his temporary disability indemnity will result in payment to him of not more than his full salary.

**5.1.7 Family Medical Leave Act (FMLA) and California Family Medical Leave Act (CFRA):** These are granted as authorized by state and federal law NESD Administrative Regulation 4161.8 Family Care and Medical Leave

- A. Employees who have completed one year (twelve months) of service for the District and at least 1,250 hours of service during the previous one year (twelve months) period have the right to an unpaid leave of absence for up to 12 work weeks within a rolling 12 month period for the purpose of the employee's own serious health condition caring for a new baby a newly adopted child or a newly placed foster child or for a child spouse or parent with a serious health condition.
- B. Family leave under this section shall be unpaid unless it is taken pursuant to 5.1.7.1 (Pregnancy Disability) 5.1.7.2 (Child Bonding [if the employee elects to exhaust his/her earned and accumulated sick leave]), above or is taken due to the employee's own serious health condition
- C. The employee's earned and accumulated sick leave (Section 5.1.1 A) and the 100 days of differential pay (Section 5.1.1 C) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition other than pregnancy disability.
- D. There is no carry over of unused leave FMLA CFRA or bonding leave under Education Code section 44975 from one 12 month period to the next 12 months
- E. "Parent" means a biological foster, or adoptive parent, a step parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Child" means a biological, adopted, or foster child, step child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self care because of a mental or physical disability.
- F. If both parents of a child who are entitled to family care leave are employees of the District the District shall grant leave in connection with the birth adoption or foster care of a child
- G. The employee shall provide reasonable advance notice to the District of the need for family care leave the date the leave will commence and the estimated duration of the leave If the need for leave becomes known more than thirty (30) days prior to the date a leave is to begin the employee must provide at least thirty (30) days written advance notice
- H. If verification is required by the District to verify the serious illness of the child, spouse, or parent, the District will accept medical verification by the treating health professional.
- I. Unit members may use sick leave as set forth in this article for disabilities due to pregnancy miscarriage or childbirth The period of paid absence shall be limited to



that period of medical disability as verified by the physician/practitioner. At least ten (10) days prior to returning to employment, unit members shall notify the District of their intention to return. They shall include a written approval of the attending physician/practitioner

- J. A unit member returning from such leave of absence shall return to the position previously held.

#### **5.1.7.1 *Pregnancy Disability***

A. The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy miscarriage, childbirth, and recovery therefrom. The length of the leave of absence including the date on which the unit member shall resume duties shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage childbirth and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

#### **5.1.8 *Catastrophic Leave***

A. **Creation** - The Association and the District created the NTA Catastrophic Sick Leave Bank ("Bank"). Individual members of the Association may not contribute earned or accumulated sick leave days to other members outside the Bank.

1. Days in the Bank shall accumulate from year to year and the balance shall be reported by October 31st of each year to the Association.
2. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of Bank participants.
3. A four member committee shall determine whether to approve requests to withdraw from the Bank. NTA shall appoint one elementary teacher and one intermediate teacher to serve on the committee. The other two members shall be the administrator from the site where the request originates, and the Superintendent.

B. **Eligibility and Contributions** - In order to be eligible to contribute to the Bank, a unit member must at least be in his/her second year of employment with the District (this includes unit members who have not joined NTA). Unit members in their first year of employment may not participate.

1. Participation is voluntary. Unit members who do not contribute to the Bank may not withdraw from the Bank.
2. Unit members may choose to begin participating in the Bank during an annual open enrollment period. The District shall provide unit members with a form for this purpose.
3. Eligible Unit members who elect to participate in the Bank shall have one day each year in August deducted from that unit member's sick

leave until the Bank reaches a minimum of sixty (60) days. Such deductions are irrevocable.

4. Participation shall continue from year to year until a unit member decides to withdraw during an open enrollment period. The annual open enrollment period shall be from the first day that teachers begin work each year until October 10<sup>th</sup>.
5. Participants shall contribute one day of sick leave per year. Participants who have withdrawn days from the Bank may choose to contribute the same number of days withdrawn in future years.
6. Unit members shall cease participating in the Bank if they withdraw their enrollment in the Bank.
7. Participants may not direct contributions to a specific person.
8. The Association may submit a request to the Committee to withdraw days on behalf of a participant.

**C. Withdrawals from the Bank** - In order to be eligible to withdraw from the Bank, the participant must satisfy all of the following requirements:

1. Participants must have used all of their current and accrued sick leave to be eligible to withdraw from the Bank. (Ed. Code Section 44043.5)
2. The participant or his/her family member, as defined by Article V, Section 3.B, suffers from a “catastrophic illness” or “injury”, which is defined as 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. (Ed Code Section 44043.5)
3. Participants applying to withdraw from the Bank will be required to submit a doctor’s statement indicating the nature of the illness and the probable length of absence from work.
4. Withdrawals from the bank shall be granted in increments of no more than ten (10) days.
5. Days may not be withdrawn from the Bank to be used for an illness or injury which qualifies the unit member for worker’s compensation benefits.
6. If the Bank does not have sufficient days to fund a withdrawal request, the request shall be denied.
7. Once the Bank reaches less than forty (40) days it will trigger open enrollment for the next school year and automatic contributions of days will continue until sixty (60) days are in the Bank.

**5.1.9 Staff Development/Professional Development Leave**

- A. A teacher may request Staff Development Leave to visit classes and observe teachers in other school districts or to attend workshops or conferences related to his/her responsibilities.

- a. This leave must be requested for approval at least two (2) weeks in advance and be submitted in writing on the appropriate District form(s) to the Superintendent. All justification and documentation must be included.
- b. Any necessary fees/expenses including mileage, shall be subject to approval and payment according to District Policy, state, and federal guidelines.
- c. The criteria for Superintendent to approve/disapprove shall be one (1) or more of the following:
  - i. Part of the teacher's evaluation plan for performance
  - ii. To provide 'instructional information' back to teaching staff
  - iii. Directly related to the teacher's current grade level or assignment and within District instructional guidelines
  - iv. Recommended by the Site Administrator
- d. If a request for staff development does not meet the criteria, a teacher can choose to use personal necessity time to attend the desired workshop and must then pay for all associated expenses.
- e. If the request does meet the criteria, but teachers want to purchase units to use toward column movement, the district will pay registration cost only, but the teacher must use personal necessity time rather than district business to attend the workshop.

## **5.2 UNPAID LEAVES**

**5.2.1** The Board may grant unpaid leaves of absence, not to exceed one school year, to bargaining unit members for any reason which may be approved by the Board.

**5.2.2** Applicants for such leave shall make written request at least sixty (60) days before the requested start date of leave. Exceptions to this notice may be granted where circumstances clearly precluded such notice.

**5.2.3** Unit members on approved unpaid leave may maintain participation in fringe benefits package provided by this agreement at their own expense.

**5.2.4** Unit members on approved unpaid leave may return to the same position they held immediately prior to going on leave if the leave is equal to or less than one (1) school year. The District and unit member, prior to granting and acceptance of unpaid leave, must mutually agree upon a return to the same position if the leave is more than one (1) school year.

### **5.2.5 *Job Sharing Leave***

A. A "job share" is defined as two unit members sharing one (1) full-time position for a full school year. Applicants for job sharing leave must submit a



written proposal to the Superintendent no later than February 15 of the preceding school year. Unit members allowed to participate in a job share must sign a job share agreement with the District no later than March 1 for the following school year. The Board of Trustees shall determine whether to grant or deny a proposed job share leave.

**B. Job share proposals must include:**

1. Proposed work schedule
2. Benefits to students being served; and
3. Advantage(s) to the instructional program

**C. Each employee team in a shared teaching assignment assumes the same commitment as a full time teacher with the following clarifications:**

1. Participation in Back to School Night, Open House, and non-student Professional Development Days is required by both team members.
2. For parent teacher conferences both team members will coordinate and make every effort to fully participate in all conferences.
3. Coordinate attendance at staff meetings and professional learning communities. Occasional essential site-wide initiatives may require both partners in attendance.
4. Coordinate acceptance of student supervisory duties.
5. Coordinate participation in student-centered meetings (i.e. SST, IEP, etc.) between the team so that relevant information is presented and received.

**D. Job share leaves shall terminate at the end of each school year. If the partners request to extend the job share beyond two years, the Board will require the unit member on a leave to resign a portion of their contract to remain in the job share. The vacant position created by the partial resignation for a job sharing leave shall be filled per Article VI, Section C. The employees must reapply, in writing, by February 15 if they are seeking to extend the job share.**

**E. If one partner resigns or is unable to fulfill his/her duties, the remaining partner shall be offered the other partner's portion of the job share for the remaining portion of the school year before it is offered to other unit members, a substitute, or the public. If the remaining partner does not accept the other partner's portion, the district may use an expedited posting process of three days.**

### **5.2.6 Association Leave**

- A. The Association President or his/her designee shall be provided five (5) personal days leave each school year for the purpose of association business. The Association President shall provide the District with two (2) days notice of utilization. The Association may reimburse the District for actual costs of any substitute(s) hired due to utilization of this leave.

## **ARTICLE VI**

### **REASSIGNMENT/VACANCIES/LAYOFFS**

## **6.1 REASSIGNMENT**

- 6.1.1 A reassignment is defined as a change of a unit member's grade level and/or subject matter at the same site location. Reassignments may be made on a voluntary or involuntary basis. A teacher requests a voluntary reassignment; the District initiates an involuntary reassignment.

- A. The District will use the following criteria in making any reassignments:

1. Credential requirements
2. Years of District service
3. Experience and recent training
4. Unique needs of the school
5. Major/minor field of study
6. Special position qualifications needed

### **6.1.2 Voluntary Reassignments**

- A. A unit member may submit a request for reassignment to the District by way of the annual intent slip.
- B. If two or more unit members with appropriate and equal qualifications apply for reassignment, the unit member(s) with the greatest seniority shall receive priority in placement.
- C. If a unit member's request for a voluntary reassignment is denied, the unit member shall be granted upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.

### **6.1.3 Involuntary Reassignments**

- A. The Superintendent shall seek volunteers prior to making involuntary reassignments. Attempts will be made to discuss assignments/reassignments with current unit members prior to the assignment/reassignment of any said member. The Superintendent reserves the right to assign/reassign a teacher to a position when he/she concludes that the transfer is in the best interest of the district. (Education Code 35035 (c)). This movement shall not be punitive or disciplinary in nature.

- B. Involuntary reassignment shall be based on District needs. These reasons may include, but not be limited to:
1. Changes in pupil enrollment
  2. Student/Instructional program needs
  3. Balancing the experiences and specialized skills/ talents of the staff at the school
  4. Elimination or reduction of categorical programs
  5. To correct assignment in violation of credential authorization
  6. Prior documentation regarding a mismatch in assignment

## **6.2 VACANCY**

- 6.2.1** A vacancy is defined as either a newly created teaching position or an existing teaching position opened by growth, termination, resignation, reassignment or retirement.
- 6.2.2** Vacancies shall be posted for at least five (5) teacher workdays.
- 6.2.3** Should a vacancy occur after August 1 or anytime during the school year, the District may fill the position by reassignment or by hiring from a list of outside applicants. Newly hired employees will be considered temporary, and these positions will be declared as open position/vacancies in the spring for the following year provided that:
- A. The position exists for the following year
  - B. The rights of individuals returning from leave have been addressed
- 6.2.4** Qualified Applicants who express an interest in a vacant position will have priority consideration for interview and/or placement in the following order:
- A. Administrative Involuntary Transfer from prior year (Permanent/Probationary)
  - B. Other permanent or probationary teachers
  - C. Teachers hired as temporary with a 100% contract
  - D. Teachers hired as temporary with a less than 100% contract
  - E. Individuals who are not unit members
- 6.2.5** Notices of vacancies posted when teachers are on “summer recess or leave of absence” will be mailed with a closing date which is at least ten (10) working days following the posting date during the summer recess for the first initial opening(s) to those teachers who provide a written request including the address where they can be contacted.
- 6.2.6** All vacancy notices shall include:
- A. Grade level, subject and/or special qualifications
  - B. Credential requirement
  - C. Brief position description

- D. Unique position needs (if any)
- E. Closing date for application receipt

6.2.7 The District may consider outside applicants for any vacancy or a newly created position if there is no unit member applicant who meets the qualifications as specified by the job description.

### **6.3 GENERAL PROVISIONS**

6.3.1 Unit members who are administratively reassigned prior to August 1 shall be allowed: one (1) day of paid time for moving materials for voluntary reassignment; two (2) days of paid time for moving materials for involuntary reassignment. Unit members who are administratively reassigned after the start of the school year for the same year shall be allowed one (1) day of release time and two (2) days of moving/preparation prior to the effective date of the reassignment.

6.3.2 Unit members shall not ordinarily be administratively assigned to a new grade level more than two (2) consecutive years in any three (3) year period.

6.3.3 Unit members will be notified in writing prior to the end of May of their tentative assignment for the coming year. Changes will not be made to the assignment except for enrollment or staffing losses or gains after the end of May. Notification for any changes will be made as soon as known. No reassignments will occur after July 30, without mutual agreement.

6.3.4 Unit Members returning from Leave

A. When a unit member goes on leave for equal to or less than one school year's duration and is replaced by a temporary contract teacher, the returning teacher shall go back to the position held at the beginning of the leave.

B. When the unit member returns from a leave of more than one (1) school year and the position the unit member held no longer exists due to enrollment or was filled by another member within the district, the unit member is guaranteed a position based upon placement on seniority list and qualifications,, but not necessarily in their previous placement.

### **6.4 TIE BREAKING CRITERIA FOR EMPLOYEE LAYOFF**

6.4.1 Previous grade level experience

6.4.2 Subject matter experience which reflects district need and may include practice area emphasis

6.4.3 Possession of a credential which is needed by the school program

6.4.4 Evaluation and performance reviews

6.4.5 Participation in extra-curricular activities

#### 6.4.6 Bilingual certification for skills where need for language exists

*An example:*

1. An individual with experience in a particular grade level who would be able to stay at that level will be given preference. If this factor is identical, then...
2. An individual who has experience with subject matter which reflects district need. If this factor is identical, then...
3. Etc.

### ARTICLE VII

#### CLASS SIZE

- 7.1** The parties agree that they have a mutual interest in maintaining low class sizes to enhance students' educational experiences as appropriate under applicable funding and facility constraints. This Agreement was negotiated after the implementation of the Local Control Funding Formula ("LCFF"); therefore, the parties consider the agreement to be a locally negotiated alternative to LCFF.
- 7.2** Class size shall not normally exceed the following maximums except in traditionally large groups such as P.E. or experimental classes, and other non-self-contained classes.
- 7.3** The figures below are desired class size maximums for self-contained classes at each grade level at Newcastle Elementary/Charter School. The figures below are desired class sizes and may be exceeded when deemed necessary as determined by the District after consultation with the Association president and/or their designee. If class sizes exceed the desired maximums, bargaining unit members assigned to such classes will be compensated according to the schedule below:

- A. DESIRED CLASS SIZE MAXIMUMS (SELF-CONTAINED CLASSES)
- |                           |    |
|---------------------------|----|
| Transitional Kindergarten | 22 |
| Kindergarten              | 24 |
| First through Third       | 24 |
| Fourth and Fifth          | 30 |
| Sixth through Eighth      | 30 |
- B. COMPENSATION FOR CLASS SIZE OVERAGES
- Bargaining unit members assigned to a self-contained class with an enrollment over the "Desired Class Size Maximums" listed above, shall receive either additional salary of \$150.00 per student over the maximum class size per trimester or unit members can elect to meet with District administration and the Association president or their designee to mutually agree upon additional aide time in lieu of additional compensation. (Example: Grade 3 class of 26 – employee would receive \$300.00 per trimester for the two (2) extra students on their class roster, regardless of daily attendance numbers.)

A bargaining unit member shall only be entitled to compensation for class size overages if the overage lasts for at least 50% of the student attendance days in the trimester based on class size enrollment numbers. If eligible, the

teacher shall receive payment after the trimester has concluded on the next available supplemental pay day. Such payment shall be considered supplemental pay and be subject to applicable taxes and withholdings.

- 7.4 In the event a class overage occurs, extra textbooks and other essential supplies, to meet student needs, will be provided by the District.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### 8.1 DEFINITIONS

- 8.1.1 A "grievance" is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right of fair treatment, or a violation, misapplication or misinterpretation of any law, Board policy, practice or regulation.
- 8.1.2 A "grievant" may be any bargaining unit member(s), or the Association, either on its own behalf or in behalf of the affected teachers.
- 8.1.3 A "conferee" is a person, who at the request of the employee or administrator, is invited to participate in the grievance procedure.
- 8.1.4 A "day" is any day in which the Newcastle Elementary School District is in session.
- 8.1.5 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Time limits may be extended by mutual consent.
- A. *Informal Level* - Within fifteen (15) days of the occurrence of the alleged violation or when the grievant reasonably should have known of the alleged violation, the teacher shall meet with the Superintendent and try to resolve it by an informal conference.
- B. *Formal Level: Level I (Written grievance filed with Superintendent)*
1. Within ten (10) days after the informal meeting and if there is no resolution to the allegation, the teacher shall present his/her grievance in writing to the Superintendent on a form provided by the district. (See appendix E)
  2. This statement shall be a clear, concise written statement of the grievance, the circumstances involved, the specific sections of the contract violated, the decision rendered at the informal conference, and the specific remedy sought.

3. The Superintendent shall communicate his/her decision to the teacher, in writing, within ten (10) days after receiving the grievance.

**C. Formal: Level II (Appeal to Conciliation Service)**

1. If the employee is not satisfied with the decision of the Superintendent at Level I, the Association may, within ten (10) days, contact the State Conciliation Service and request the services of a mediator to assist in the resolution of the alleged grievance. As an alternative, within the same ten (10) day timeframe, the Association, at its discretion, may proceed directly to Level III of the Grievance Process.
2. The parties shall meet with the mediator at times that are mutually convenient.
3. The parties may develop "ground rules" for this process themselves, or develop "ground rules" with the mediator, or permit the mediator to establish "ground rules".
4. A mutually acceptable mediated settlement shall be binding on both parties.
5. All costs for the services of the mediator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and Association. All other costs shall be borne by the party incurring them.
6. All costs for the released-time expense for the grievant(s), Association representative(s), and witnesses to attend the mediation shall be borne equally by the District and the Association

**D. Formal: Level III – (Appeal to the Board of Trustees)**

1. If the grievance is not resolved at Level I or II, the Association may, within ten (10) days, appeal the decision to the Board.
2. This shall include a copy of the original grievance, decisions rendered at previous levels, a clear concise statement of the reasons for the appeal and the specific remedy sought.
3. The grievance will be heard by the Board at a regularly scheduled Board Meeting in closed session.
4. The Board shall communicate their decision to the teacher within fifteen (15) days following the hearing.
5. The decision of the Board of Trustees will be final and binding upon all parties. However, once this grievance process has been exhausted internally, nothing herein prohibits the Association or grievant from pursuing the alleged violation, misapplication or misinterpretation of the contract in a court of competent jurisdiction. The mediator's opinion may stand as evidence in such a case.

## **8.2 GENERAL PROVISIONS**

- 8.2.1** No reprisals of any kind will be taken by the Superintendent or by any member or



representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

- 8.2.2** No reprisals of any kind will be taken by the unit member and/or the Association and its representatives against the Superintendent/Principal, administration, or any member of the Board.
- 8.2.3** If a grievance arises near the end of the school year, all parties shall make every effort to resolve the grievance before the end of the school year.
- 8.2.4** Employees shall have the right to a representative of his/her choice at all stages of this procedure.
- 8.2.5** When it is necessary for any bargaining unit member(s) to be absent from his/her duties to prepare for a grievance at any level, release time shall be granted at no cost to the district.
- 8.2.6** Documents, communications, and records dealing with grievance resolution shall be kept confidential and filed separate from the personnel files of a participant.
- 8.2.7** Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of the Supervisor, unless such compliance would put the grievant's health or safety at risk or cause the grievant to violate the law.
- 8.2.8** Neither party may seek other procedures until the provisions of this grievance procedure have been exhausted.
- 8.2.9** Although the time limits herein should be regarded as maximum intervals, extension of the timeline in this procedure may be granted upon mutual agreement.
- 8.2.10** The Board and the administration shall cooperate with the Employee Representative in its investigation of any grievance.
- 8.2.11** A grievance may be withdrawn at any level without establishing a precedent.
- 8.2.12** The grievant and his/her representative will receive a copy of the grievance and the proposed resolution, and will be given an opportunity to file a response prior to final decision of the employer.
- 8.2.13** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents for levels 1 through 3 shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Association.



## ARTICLE IX

### FRINGE BENEFITS

- 9.1** Effective 7/1/19, the District agrees to provide \$9,084 per 1.0 full time equivalency (FTE), full time, certificated-unit member per year for the purpose of providing unit member's health, dental, and vision insurance as defined by Schools Insurance Group (SIG). For employees enrolled in a SIG sponsored High Deductible Plan with HSA, if the cost of the medical/dental/vision coverage is less than the bargaining unit CAP, the difference will be deposited in the member's HSA account via employer contribution through payroll. This benefit begins during the first month following hire date with the District and will continue for the duration of the unit member's employment with NESD. Part-time unit members on the salary schedule may receive prorated benefits. This benefit is no longer available if; 1) status of employment changes and the unit member no longer qualifies; 2) benefit termination on the last day of the month in which employment with the District has ended.
- 9.1.1** Effective 7/1/20, each unit member's annual health benefit cap will increase to \$9,500 for 1.0 FTE unit members. Less than full-time unit members shall receive a prorated health benefit cap.
- 9.1.2** Effective 2/8/2023, each unit member's annual health benefit cap will increase to \$10,700 for 1.0 FTE unit members, retroactive to 7/1/2022. Less than full-time unit members shall receive a prorated health benefit cap.
- 9.2** The District agrees to provide \$1.50 per teacher member, per month for the purpose of providing teachers with term life insurance coverage.

## ARTICLE X

### SALARIES

- 10.1** Teachers shall be paid in accordance with the Certificated Salary Schedules, attached herein (Appendix A)
- 10.1.1** Effective July 1, 2019, adopt the restructured twenty (20) step salary schedule (4.65% average salary increases per unit member). Attached as Appendix A
- 10.1.2** Effective July 1, 2020, increase all cells of the newly adopted restructured twenty (20) step salary schedule by two and a half percent (2.5%).
- 10.1.3** Effective January 10, 2022, adopt the 5% on the Certificated Salary Schedule retroactive to July 1, 2021; adopt the \$50 extra duty hourly rate for certificated staff; adopt the extension of the current contract through the 2023-2024 school year; open negotiations for salary and benefits in 2022-2023 and 2023-2024.
- 10.1.4** Effective February 8, 2023, adopt the 6.5% increase on the Certificated Salary Schedule retroactive to July 1, 2022.

**10.1.5** Unit members working in the following positions: SCD, RSP, Speech, Counselor and Psychologist (hired after June 30, 2017) will receive the following salary adjustments:

\$2500 1-5 years

\$5000 6-18 years

\$7500 19+ years

**10.1.6** The Stipend list has been updated and modified.

**10.2** Initial placement on the salary schedule shall be determined by years of prior teaching experience and college credits.

**10.3** For initial placement purposes, a unit member shall be given credit for no more than ten (10) years prior teaching experience in which he/she provided teaching service to an employing school district for at least seventy-five percent (75%) of a regular school year in a position requiring a preliminary or clear credential. Such credit experience shall be given on a one-to-one ratio. Example: a unit member hired with ten (10) or more years of qualified prior teaching experience would be placed on Step eleven (11). A unit member hired with two (2) years of qualified prior experience would be placed on Step three (3).

**10.4** Permanent teachers hired prior to July 1, 2010, will be paid on a 12 month pay cycle and have their step adjustments effective as of July 1<sup>st</sup> of each year as per the Certificated Salary Schedule.

**10.4.1** Teachers hired after July 1 of 2010 will be paid on an 11-month pay cycle and have the option of an arrears check in July, and their adjustments will be effective beginning August 1 of each year as per the Certificated Salary Schedule.

**10.4.2** A teacher shall advance according to the salary schedule. To be credited with a year of service, the unit member must be in paid service for 75% of the regular school year. Teachers reaching the last step on a column remain frozen on that step until enough approved units have been accrued to move to the next column. Teachers eligible for any advancement shall move down the salary schedule no more than one (1) step per year. Teachers' salaries will be adjusted as of July 1 if hired prior to the 10/11 school year and August 1<sup>st</sup> if hired for the 10/11 school year or later, per the attached Certificated Salary Schedule. (Appendix A).

**10.5** A teacher shall move one (1) column for each 15 semester credits of approved upper division or graduate college work. Units for placement on the salary schedule must be reported on the Intent to Return form and turned in **no later than February 15**, for movement across the salary schedule for the next school year. District approved units must be completed by the first workday of the succeeding school year, with transcripts attached to the District form and submitted no later than October 1st of each school year. Teachers eligible for column movement will have their salary adjusted upon successful completion of required paperwork (See Article X, section F) and will receive a retro paycheck back to the beginning of their pay cycle.

**10.6** Part-time probationary and permanent teachers shall receive compensation based on the proportion of time worked compared to a full time position. (i.e., a part-time employee who works 60% of the number of days that a full-time employee would work would be paid 60% of the full-time salary.)

- 10.7** Beginning with the 2019-2020 school year, add one (1) work day, dedicated to professional development, to the bargaining unit contract work year, increasing the work year from 183 to 184 work days. Beginning with the 2019-2020 school year, bargaining unit members may attend one (1) additional optional work day (185<sup>th</sup> day) dedicated to professional development at the employees per diem daily rate of salary.
- 10.8** The focus and planning for the professional development days will be selected through a collaborative process by a joint Association-District PD committee.
- 10.9** Supplemental Pay shall apply to supplemental and instructional programs offered by the district, outside of the contract workday, to benefit students. Each year the District will determine which and how many supplemental services will be offered based upon site needs. See Appendix 'B' for a list of assignments and compensation rates and/or stipend amounts.
- 10.9.1** All supplemental assignments will be publicized 3-5 days prior to filling.
- 10.9.2** The District reserves the right to fill vacant assignments without an interview. Priority will go to District applicants.
- 10.9.3** One teacher may be hired for one or more positions.
- 10.10** Independent Study Teaching Positions shall be classified as a temporary teaching position shall be classified as temporary teachers and shall be paid as per the following formula:
- 10.10.1** Teacher's annual salary divided by 183 contract days divided by a 25-student cap for independent study which will give a daily rate/student enrolled in the program.
- 10.10.2** A 15% increase will be added to the rate determined by the formula for Independent Study Teachers (Supervising Teachers) serving students who: require more frequent meetings than once every 20 days, may have an active IEP but do not have a disability which falls within the severe category, who may not be classified as a Special Education Student with an active IEP. (This placement will be determined on a case-by-case basis by mutual agreement with the site administrator, teacher and parent prior to the rate going into effect.)
- 10.10.3** Independent Study Teachers (Supervising Teachers) serving Students who are not identified as special educations with a primary disability, but have an identified need to meet weekly via a 504 or other extenuating factors, will be paid an additional 25% of the per student daily rate as defined by the above formula on a case-by-case basis. (This placement will be determined on a case-by-case basis by mutual agreement with the site administrator, teacher and parent prior to the rate going into effect.)
- 10.10.4** Independent Study Teachers (Supervising Teachers) serving Special Education Students with a primary disability that falls within the category of Severely Impaired as defined by CASEMIS will be paid an additional 25% of the per student daily rate as defined by the above formula. This rate will not apply to non-severe categories of: Speech, Specific Learning Disability, Other Health Impaired except on a case-by-case basis.

- 10.10.5** Independent Study Teachers (Supervising Teachers) serving Special Education Students with a primary disability listed under the severe category will be required to meet with students a minimum of one time per week.
- 10.10.6** Independent Study Teachers (Supervising Teachers) will be paid for one additional day after a student exits the program, to complete all necessary paperwork.
- 10.10.7** A teacher hired solely as an Independent Study Teacher must work 75% of the school year with a caseload of a minimum of 16 students to advance on the salary schedule and be credited with a year of service.
- 10.10.8** If applicable, a teacher hired solely as an Independent Study Teacher must work 75% of the school year and will be paid a pro-rata share of the Master's stipend based upon the % of students served, where a caseload of 30 students is considered 100%.
- 10.10.9** Current full time certificated staff may volunteer to take up to 5 Independent Study students while maintaining their full time classroom position. Additional students may be added on a case by case basis.

## **ARTICLE XI**

### **TEACHER TRAVEL**

- 11.1** When authorized, teachers who use their personal cars for business of the District shall be reimbursed at current accepted Internal Revenue Service Rate.

## **ARTICLE XII**

### **PAYROLL DEDUCTION**

- 12.1** The right of payroll deduction for payment of organizational dues shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members who currently have authorization cards on file for the above purposes need not reapply. State and National Association dues and fees, upon formal written request from the State and National Association to the District, shall be increased or decreased without authorization from the teachers.
- 12.2** Pursuant to authorization by the teacher, the Board shall deduct 1/10<sup>th</sup> of the Association dues and fees from the regular salary check of the teacher. Deductions for teachers who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 12.3** Upon appropriate written authorization from the teacher, the Board will deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings

bond, insurance premiums, or charitable donations, or any other plans or programs approved by the District and Association.

- 12.4** The Association agrees to indemnify and hold harmless the employer for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the union shall have any claim against the employer for any deductions made case may be, unless a claim of error is made in writing to the Employer within thirty (30) calendar days after the date such deductions were or should have been made.

### **ARTICLE XIII**

#### **WORKDAY**

- 13.1** The District recognizes that the varying nature of a teacher's day to day professional responsibilities does not lend itself to a work day of rigidly established length. Generally, however, teachers are expected to be at school thirty (30) minutes prior to the commencement of classes and remain on duty until thirty (30) minutes after final dismissal of classes. When necessary, teachers are further expected to remain a sufficient amount of time to take care of student needs, attend parent or administrative conferences or meetings and participate in additional and/or other assigned or voluntary duties.

**13.1.1** Teachers may be excused prior to the end of the certificated work day provided it has been authorized by the Principal, or in the Principal's absence, the designee.

**13.1.2** Effective July 1, 2017, the teacher work day will be extended by fifteen (15) minutes on Tuesdays through Fridays, excepting the District minimum days. Student release time will be 2:30 pm on Tuesday through Friday.

**13.1.3** Teachers shall have a forty (40) minute duty free, lunch break each working day. The lunch break will be allowed as near noon as it is reasonably possible (Title 5, Section 5600). (A & B TA for work day)

**13.2** Moved to 13.1.3

#### **13.3 MINIMUM DAYS**

**13.3.1** There will be mutually agreed upon minimum days each year with a minimum of 230 minutes each. They will be used as follows: a) minimum days for parent conferences b) 2 minimum days: 1 minimum day for the last day before winter break and 1 minimum day for the last day of school c) the remainder of minimum days scheduled in any calendar year for school-wide or grade level collaboration

**13.3.2** The intent of the minimum days designed for collaboration is to allow for grade level or school wide collaboration and not for staff meetings or individual preparation. The intent is to provide staff with staff development and training as specified in the Single School Plan and supporting plans, and the time necessary to meet and confer concerning student, curricular, program, and assessment needs as it relates to the implementation of the plans on an ongoing basis.

**13.3.3** The schedule of days and their uses will be determined each spring for the following year by a committee made up of representatives from the staff and the administrative team. As issues arise, changes to the schedule will be made by the committee based upon site needs and/or teacher input.

**13.3.4** Time will be set aside at least one time each trimester for individual and undirected grade level collaboration.

**13.3.5** All minimum days are regular contract workdays. Certificated staff will be responsible for work related activities during the time following the end of the instructional day (student day) until the end of their workday.

## **13.4 FACULTY/STAFF MEETINGS**

**13.4.1** Faculty meetings shall be defined as meetings called by the administration which teachers are required to attend. Faculty/Staff meetings may be school wide, grade level specific or a combination of the two and are scheduled at the end of a normal instructional day. Faculty meetings may not take place on minimum days except in an emergency situation.

- A. Certificated staff are required to attend no more than 2 faculty/staff meetings per month which extend no more than 60 minutes outside of the certificated contract day. Should the meeting extend beyond this time, unit members have the option of remaining.
- B. Additionally, Emergency Faculty/Staff meetings may be called by the administrator should an important need arise.

**13.4.2** The District may also require that teachers perform additional duties. Such duties include, but are not limited to, planning, selecting and preparing materials for instruction; evaluating work of pupils; conferring with parents; keeping records and studying current literature to keep abreast of developments within the subject matter taught by the teacher. These duties shall include supervising pupils; supervising recesses, and other school day activities; participating in 'Back to School Night', Open-House, Winter and Spring Concert; attending faculty meetings; serving on District approved staff development programs; and serving on committees providing advice and service to the District.

## **13.5 ADJUNCT DUTIES**

**13.5.1** Adjunct duties are defined as those duties, which occur outside of the teacher workday or at the discretion of the site administrator in consultation with the Association Representative. (For example, an ongoing duty which occurs inside of the school day, but takes up an excessive amount of teacher time.)

**13.5.2** Unit members will be assigned adjunct duties, up to a maximum of three (3) points per year. Unit members will be given an opportunity to volunteer for adjunct duties. In making such assigned or voluntary duty assignments, the District agrees to attempt to ensure that such duties are shared equitably among the bargaining unit; and to provide as much advance scheduling and notice as possible.

**13.5.3** Adjunct duties include, but are not limited to: PTC, Site Council, PAC, School site or District committees, Board Meeting Representative, etc. (see Appendix C)



- 13.5.4 All known assignments will be made and distributed within the first month of school each year. Additions, changes, and/or reassignments may be made as needs arise and in consultation with the Association Representative.

### **13.6 OVERNIGHT FIELD TRIPS**

- 13.6.1 Teachers planning and supervising a school-sponsored overnight field trip of one or more nights shall be authorized one (1) day of release time which is classified as district business to aid in the planning and preparation of the trip.
- 13.6.2 In the case of a combination class teacher, a half-day of district business/ release time shall be authorized.
- 13.6.3 All absence requests for district business must be filed on appropriate district forms, following all timelines and receive prior approval from the superintendent/principal.

### **13.7 PREPARATION TIME**

- 13.7.1 Prep time will be provided using, but not limited to, classes such as Music, P.E. and Spanish.
- 13.7.2 The District will make every effort to provide unit members with 90 minutes of prep/common planning times per week. Part time employees shall have their prep time prorated per their assignment.

### **13.8 PROFESSIONAL DEVELOPMENT**

- 13.8.1 Unit members may earn up to one (1) full day of per diem pay for Professional Development, distributed throughout the school year, for grade level, department, or individual professional growth. This Professional Development and/or preparation can include district or county staff development offerings, conferences, or workshops and must be approved in writing by the Site Administrator.
- 13.8.2 Unit members must notify the Site Administrator in writing and receive written approval prior to receiving credit for the Professional Development. The unit member may earn the hours during the summer if the notification and approval have been completed prior to the Professional Development.
- 13.8.3 The unit member will be paid upon proof of completion of a minimum of 6.5 hours of approved Professional Development. Payments will be made twice a year, the first payment on December 10<sup>th</sup> and the second payment on May 10<sup>th</sup>.
- 13.8.4 Unit members who choose to pursue Professional Development during the contracted work day need to follow the language in Article 5, Section 5.1.9, Staff Development/Professional Leave.

## **ARTICLE XIV**

### **RETIREMENT**

#### **14.1 EARLY RETIREMENT**

**14.1.1** The early retirement policy between the school district and the certificated employee who has a minimum of twenty (20) years of full-time satisfactory service to the school district will apply:

- A. The retiree must be at least 55 years of age.
- B. Persons opting and qualifying for the early retirement program shall receive a consultant contract in accordance with the provisions of Ed Code 35046. The contract will be up to a five (5) year period of time with a yearly recommendation from the Superintendent. At the present time, the District pays no more than \$4,000 per year for services rendered.
- C. The certificated employee shall receive the same medical insurance benefits provided to the full-time employee of the District.

#### **14.2 RETIREMENT BENEFITS**

**14.2.1** A teacher hired prior to September 1, 1997, who totally retires and retires under STRS and has served with the District for twenty (20) consecutive years of service will have his/her and his/her spouses' medical, dental, and vision insurance payment made to the appropriate carriers with the following conditions:

- A. Insurance payments not to exceed the cap will be paid for a period of five (5) years.
- B. For the following two (2) years the District will pay 50% of the total insurance package not to exceed 50% of the benefit cap during the two year period.
- C. Subsequent to these seven (7) years, the retiree may remain on the District policy by paying their own insurance premiums to the district. These payments to be made on a monthly basis by the retiree.

#### **14.3 INELIGIBILITY**

**14.3.1** Employees hired after August 1997, will not be eligible for these benefits.

## **ARTICLE XV**

### **EVALUATION PROCEDURES**

#### **15.1 VISION STATEMENT**

**15.1.1** The fundamental premise for a successful evaluation program shall be based on trust, mutual respect, confidentiality, fairness, equality and consistency.

**15.1.2** The purpose of a unit member evaluation is to:

- A. Maintain and improve the quality of education in the District
- B. Promote professional growth



- C. Foster student achievement
- D. Recognize competence and accomplishments
- E. Acknowledge contributions beyond classroom duties
- F. Be consistent/parallel with District and site goals

**15.1.3** The parties agree that this evaluation system, based on the California Standards for the Teaching Profession, meets the requirements of Education Code Section 44662 (Stull Bill Evaluation Process). Furthermore, these standards constitute the goals and objectives for all teachers in the Newcastle Elementary School District.

**15.1.4** All teachers, whether in their year of formal evaluation or not, are expected to be familiar with and working towards developing the practice of these standards.

## **15.2 CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

### **a. STANDARD I – Engaging and Supporting All Students in Learning**

- 1.1** Using knowledge of students to engage them in learning
- 1.2** Connecting learning to students' prior knowledge, backgrounds, life experience, and interests
- 1.3** Connecting subject matter to meaningful, real-life contexts
- 1.4** Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5** Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6** Monitoring student learning and adjusting instruction while teaching

### **b. STANDARD II – Creating and Maintaining Effective Environments for Student Learning**

- 2.1** Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2** Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3** Establishing and maintaining learning environments that are physically, intellectually and emotionally safe
- 2.4** Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5** Developing, communicating and maintaining high standards for individual and group behavior
- 2.6** Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7** Using instructional time to optimize learning

**c. STANDARD III – Understanding & Organizing Subject Matter for Student Learning**

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

**d. STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students**

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

**e. STANDARD V – Assessing Student Learning**

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress

5.6 Using available technologies to assist in assessment, analysis, and communication of student learning

5.7 Using assessment information to share timely and comprehensible feedback with students and their families

**f. STANDARD VI – Developing as a Professional Educator**

6.1 Reflecting on teaching practice in support of student learning

6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development

6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

6.4 Working with families to support student learning

6.5 Engaging local communities in support of the instructional program

6.6 Managing professional responsibilities to maintain motivation and commitment to all students

6.7 Demonstrating professional responsibility, integrity, and ethical conduct

**15.3 FREQUENCY OF EVALUATION**

**15.3.1 *Probationary Unit Members*** - Each probationary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than two weeks into the second trimester and another formal observation not later than March 15.

**15.3.2 *Temporary Unit Members*** - Each temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will also receive at least one formal observation not later than two weeks into the second trimester and another formal observation not later than March 15. Temporary unit members working only the second half of the year shall have at least one formal observation no later than four weeks prior to the end of the school year.

**15.3.3 *Permanent Unit Members*** - Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members who have been employed in the district for less than ten years and performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members who have been employed at least ten years with the district, are NCLB Compliant, and whose previous evaluation rated the employee as a 3, “Satisfactory/Strong,” shall be evaluated every five years if the unit member and evaluator consent to this schedule. The certificated employee or the evaluator may withdraw consent at any time. Should either party withdraw consent, written notice and the reason(s) for the withdrawal shall be provided to the other party. Permanent unit members given a rating of a “Needs Improvement” or

“Unsatisfactory” in any teaching standard on the Certificated Teacher Observation/Evaluation Form shall be formally evaluated each school year. Members receiving a rating of “Does Not Meet Standards” in two (2) or more of the teaching standards shall be rated “Unsatisfactory” and referred to the PAR program. This rating shall be determined by the NESD Rubric Supporting The California Standards for Teaching Professionals in the Appendix “E”.

## **15.4 AREAS OF EVALUATION**

**15.4.1** The District shall evaluate and assess certificated unit member performance as reasonably relates to the Evaluation of Teaching Performance Form: *Standard I* – Engaging and Supporting All Students in Learning, *Standard II* – Creating and Maintaining Effective Environments for Student Learning, *Standard III* – Understanding & Organizing Subject Matter for Student Learning, *Standard IV* – Planning Instruction and Designing Learning Experiences for All Students, *Standard V* – Assessing Student Learning, *Standard VI* – Developing as a Professional Educator.

**15.4.2** Non-classroom based unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Upon request, unit members will be provided a copy of their job description.

## **15.5 USE OF PUBLISHERS’ NORMS**

**15.5.1** The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

## **15.6 NOTICE TO UNIT MEMBERS**

**15.6.1** No later than October 1 of the year in which the formal or informal evaluation is to take place, the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, AND the Governing Board's established Standards of Expected Pupil Achievement at each grade level in each area of study. In addition, the District shall give each probationary unit member the name of an experienced person who will provide assistance to the probationary unit member.

## **15.7 PRE-CONFERENCE AND EVALUATION PLAN**

**15.7.1** The unit member being evaluated and the evaluator shall meet to establish:

- A. The standards to be observed in the areas described in Section 2 during the evaluation period no later than eight weeks after the beginning of the school year;
- B. A formal evaluation plan which shall offer the teacher an opportunity to sign up for the first formal classroom observation. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal observation/evaluation shall be conducted no later than two weeks into the second trimester of employment for that school year; and

- C. By mutual agreement, the evaluator and teacher may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section 2: video/technology portfolio, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

## **15.8 CLASSROOM OBSERVATIONS/POST OBSERVATION CONFERENCES**

- 15.8.1** Each evaluation plan shall include up to two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. With agreement of both the unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1). Prior to the first observation, the District shall give the unit member at least two (2) days notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post-observation conference. A unit member who receives a negative evaluation shall be entitled to additional classroom observations, evaluation conferences and written evaluations with criteria and resources for improvement as needed.

## **15.9 FORMAL EVALUATION SUMMARY**

- 15.9.1** All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed not later than (30) days prior to the last day of instruction. All final evaluation conferences for probationary-two unit members shall be completed by March 1. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year. The evaluator and the teacher must sign all copies of the evaluation.
- 15.9.2** If a permanent unit member is given an “Unsatisfactory, does not meet standards” in two or more of the standards, he/she shall be referred to the PAR program as per section 2 of this agreement. Any rating of “one” requires the evaluator to indicate in writing specific teacher instructional Practices Not Consistent With Minimum Standards and list requirements for improvement as described in NESD Rubric Supporting the California Standards for Teaching Professionals.
- 15.9.3** Where the teacher receives an overall Unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference with the teacher prior to the issuance of the Formal Evaluation Summary.
- 15.9.4** The teacher shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the teacher's personnel file.

## **15.10 ALTERNATIVE EVALUATION**

- 15.10.1** The District and the Newcastle Teachers Association (NTA) share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

### **15.10.2 *Participants***



- A. The following certificated personnel will be eligible to participate in an alternative evaluation system:
  - 1. All permanent certificated employees who have met the requirements of Item C, section 2.
  - 2. Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.
  - 3. There will be no limit on the number of participants
  - 4. The alternative evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article XV of the Collective Bargaining Agreement.
  - 5. Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be reassigned during the year to the traditional evaluation process as outlined in Article XV of the Collective Bargaining Agreement between the District and NTA. The administrator must specify to the affected teacher, in writing, the reasons for the evaluation reassignment.

#### **15.10.3 *Process***

- A. ***Goal Setting*** - The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the certificated employee will:
  - 1. Agree on the goals and the selection of the alternative evaluation option.
  - 2. Develop timelines for completion.
  - 3. Review how the alternative evaluation option will enhance student learning.

#### **15.10.4 *Alternative Evaluation Options***

- A. The certificated employee should select alternative evaluation options which are in close alignment with his/her annual goals. The District-wide approved alternative options are described as follows:
  - 1. Traditional Evaluation process
  - 2. Research Project
  - 3. Teacher Portfolio
  - 4. Other mutually agreed upon process

#### **15.10.5 *Collaboration***

- A. The District and NTA believe the most effective professional growth occurs through collaboration.
- B. The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.

- C. All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format for this collaboration will be developed at each individual site.

#### **15.10.6 *Timelines***

- A. The certificated employee will submit a written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

#### **15.10.7 *Final Report***

- A. Prior to the end of the year, the teacher and administrator will meet to review the progress of the selected teacher activities. Both the teacher and the administrator will provide a written response. Upon satisfactory completion of the selected activities, a form indicating completion of the alternative evaluation plan and meeting District Standards will be included in the personnel file.

### **15.11 PERSONNEL FILE CONTENTS AND INSPECTION**

**15.11.1** Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection by the person involved.

- A. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identified examination committee members, or (3) were obtained in connection with a promotional examination.
- B. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- C. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement, his own comments thereon.
- D. In the event a unit member demands a hearing after having been served with a notice of the District's intention to dismiss, evidence of records regularly kept by the District concerning the unit member may be introduced; but no decision relating to the dismissal or suspension of any unit member shall be made based on charges or evidences of any nature relating to matters occurring more than four (4) years prior to the filing of the notice.

## **ARTICLE XVI**

### **SAFETY CONDITIONS OF EMPLOYMENT**

- 16.1** The District will make every effort to correct any and all health or safety conditions to ensure the health and safety of its employees.
- 16.2** Unit members may notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe condition and advise the unit member in writing of any findings and suggested corrected action.
- 16.3** In any instance involving attacks or assaults upon teachers, the District shall provide the reporting and remedial support required by District policy and/or state law.
- 16.4** A written description of the rights and duties of all administrators and teachers with respect to student discipline, and the right to suspend, shall be available to all teachers throughout the school year and shall be a topic of briefing at each pre-school year orientation and/or subsequent staff meetings.

## **ARTICLE XVII**

### **NEGOTIATIONS PROCEDURE**

- 17.1** Not later than May 1 of each year of this Agreement, the parties shall agree on a date to meet and negotiate.

## **ARTICLE XVIII**

### **COMPLAINTS CONCERNING CERTIFICATED EMPLOYEES**

- 18.1** When a written complaint is received by the District which may be used against a certificated employee or placed in the employee's personnel file, the employee shall be notified by the Superintendent or his designee within five (5) days of receipt of the complaint.

## **ARTICLE XIX**

### **LEGAL COMPLIANCE**

- 19.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be null and void except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 19.2** Upon mutual concurrence of the parties hereto, notwithstanding other provisions of this Agreement, the parties may meet and negotiate for the sole purpose of replacing such severed provisions as may be subject to paragraph A, above.



## ARTICLE XX

### EFFECT OF AGREEMENT

- 20.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State laws to the extent permitted by State law.

## ARTICLE XXI

### DURATION OF AGREEMENT

- 21.1** The written provisions of this agreement shall become effective upon ratification by both parties and shall remain in full force and effect for five (5) full years from July 1, 2019, through June 30, 2024.
- 21.2** The parties agree to reopen negotiations, in each year of the Agreement, as follows (*with exceptions; see 21.2.1*):
- A. Salary
  - B. Fringe Benefits
  - C. No more than two (2) articles per party
  - D. Such re-opener limitations shall not apply if both the District and the Association mutually agree to open additional articles in any given year.
- 21.2.1** For the 2021-2022 school year, the parties agree that salary and fringe benefit negotiations have been completed and are not subject to re-opener negotiations, and the contract is extended through the 2023-2024 school year. The parties agree to reopen negotiations for the 2022-23 and 2023-24 school years as follows:
- Salary
  - Fringe Benefits
- Such re-opener limitations shall not apply if both the District and the Association mutually agree to open additional articles in any given year.
- 21.3** By January 1 of each year the Association may begin the Public Notice process to reopen negotiations for the following school year.

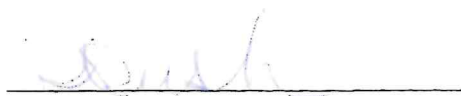
## ARTICLE XXII

### CALENDAR

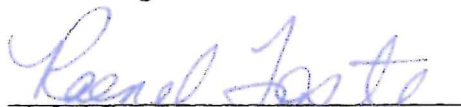
- 22.1** The teachers will have an opportunity for discussion and input on the school calendar before it is adopted.

*IN WITNESS WHEREOF the parties have affixed their signatures and have executed this Agreement.*

**FOR THE DISTRICT**



District Negotiator



District Negotiator



Date

**FOR THE ASSOCIATION**



Association Representative



Association Representative



Date

*Final update with approved TA inclusion 2.8.2023*

## Newcastle Teachers Association and Newcastle Elementary School District

### **Tentative Agreement:**

- Newcastle Elementary School District and the Newcastle Teacher Association for salary and benefits in the 2023-2024

### **Terms of the Agreement:**

- Adopt the 4.5% on the Certificated Salary Schedule
- Update 5.1.7 in the collective bargaining agreement

Both items will be retroactive to 7/1/2023

The District and Newcastle Teacher Association's negotiating team mutually agree to support and promote this tentative agreement to their respective groups and encourage the District's Board and the NTA to vote in favor of ratification.

For the Association *Michael Anderson* Date 1-30-24

For the Association *Chandry* Date 1-30-24

For the District *Sean King* Date 1-30-24

For the District *Paul Lott* Date 1-30-24

**NEWCASTLE ELEMENTARY SCHOOL DISTRICT  
CTA/NTA - CERTIFICATED SALARY SCHEDULE  
2023-2024**

**180 teaching days & 4 contract work days (1.0 FTE)**

4.5 % Increase PENDING BOARD APPROVAL

	Step	BA <30 w/out clear credential	BA + 30 with clear credential	BA + 45 with clear credential	BA + 60 with clear credential	BA+ 75 or Master's with clear credential
	1	\$51,455	\$58,414	\$60,167	\$61,974	\$65,494
2.5% down	2	\$51,455	\$59,873	\$61,672	\$63,522	\$67,132
	3	\$51,455	\$61,372	\$63,213	\$65,111	\$68,809
	4	\$51,455	\$62,904	\$64,792	\$66,739	\$70,530
	5	\$51,455	\$64,477	\$66,413	\$68,407	\$72,293
	6	\$51,455	\$66,089	\$68,073	\$70,116	\$74,100
	7	\$51,455	\$67,742	\$69,775	\$71,870	\$75,952
	8	\$51,455	\$69,435	\$71,520	\$73,667	\$77,850
	9	\$51,455	\$71,171	\$73,306	\$75,508	\$79,799
	10	\$51,455	\$72,950	\$75,140	\$77,397	\$81,792
	11	\$51,455	\$74,774	\$77,019	\$79,331	\$83,836
3% down	12	\$51,455	\$77,018	\$79,328	\$81,711	\$86,354
	13	\$51,455	\$77,018	\$81,709	\$84,162	\$88,944
	14	\$51,455	\$77,018	\$84,159	\$86,687	\$91,611
	15	\$51,455	\$77,018	\$86,685	\$89,287	\$94,361
	16	\$51,455	\$77,018	\$86,685	\$91,965	\$97,191
	17	\$51,455	\$77,018	\$86,685	\$94,724	\$100,106
	18	\$51,455	\$77,018	\$86,685	\$97,566	\$103,110
	19	\$51,455	\$77,018	\$86,685	\$97,566	\$106,201
	20	\$51,455	\$77,018	\$86,685	\$97,566	\$109,390

**Masters Annual Stipend \$2,500.00 for 1.0 FTE**

**Maximum credit for years of service is 10 years (Effective 7/1/2020)**

**Professional Annual Stipend - SDC, RSP, Speech, Counselor**

**Psychologist hired after 7/1/2017**

Years	1.0 FTE
1-5	\$ 2,500.00
6-18	\$ 5,000.00
19+	\$ 7,500.00

**History**

13/14 = step/column, 3% cola added to salary schedule (retro to July 2013), H&W CAP increased to \$649.40 (+\$50) retro to January 1, 2014

14/15 = step/column, 3% cola added to salary schedule (retro to July 2014), H&W CAP remains the same (\$649.40/month)

15/16 = step/column, 3% cola added to salary schedule (retro to July 2015), H&W CAP increases (\$732.06/month)

16/17 = step/column, 1% cola added to salary schedule H&W CAP remains the same (\$732.06/month)

17/18 & 18/19 = \$5,000 One time payment off Salary Schedule- H&W CAP remains the same (\$732.06/month),

\$5000 one time payment-paid over 2 years

19/20 = Step/Column - Restructured Salary Schedule to 20 Steps and a 4.65% average increase - No change to Column A

- Add 1 PD Day to Calendar with 1 day optional at per diem rate - H&W Cap Increased to (\$757.00/month)

20/21 - Step/Column - 2.5% Increase on salary schedule - H&W increase to (\$791.67/month)

21/22 5% Increase to salary schedule and hourly rate increased from \$35 to \$50

22/23 6.25% Increase to salary schedule and an additional \$100 per month on the H&W Cap (\$891.66/mo)

23/24 - 4.5 % Increase on Salary Schedule Retero to 7/1/23

Appendix B  
 Certificated Supplemental Pay Positions  
 Effective 1/1/2022

**2021-22**

DESCRIPTION	ANNUAL AMOUNT	ANNUAL AMOUNT		PMT DATE
	<u>STAFF</u>	<u>STAFF</u>	<u>WALK ON</u>	
		-		
Athletic Director	\$1,500.00	\$1,700.00		Nov & May
Coach 4th-8th Cross Country (Boys and Girls)	\$1,000.00	\$1,200.00	\$800.00	March
Coach 4th-8th Track (Boys and Girls)	\$1,000.00	\$1,200.00	\$800.00	March
Coach 7th-8th Basketball Boys	\$1,000.00	\$1,200.00	\$800.00	March
Coach 7th-8th Volleyball -Boys	\$1,000.00	\$1,200.00	\$800.00	March
Coach 7th-8th Basketball Girls	\$1,000.00	\$1,200.00	\$800.00	Jan
Coach 7th-8th Volleyball - Girls	\$1,000.00	\$1,200.00	\$800.00	Jan
GATE Program Coordinator	\$500.00	\$500.00	N/A	May
Intervention Program Coordinator	\$500.00	\$500.00	N/A	May
Peer Assistance and Review Teacher	\$500.00	\$500.00	N/A	May
*School Website/Facebook	\$750.00	\$750.00	N/A	May
Student Body Advisor	\$750.00	\$750.00	N/A	Nov & May
Yearbook Advisor	\$850.00	\$850.00	N/A	May
Extra Duty Hourly Pay	\$50 Per Hour	\$50 Per Hour		
Intervention Program Teacher	\$50 Per Hour	\$50 Per Hour		
Summer Time or Special Committee Work	\$50 Per Hour	\$50 Per Hour		

\* Pending mid year evaluation

### Adjunct Duties for Certificated Employees

Each 100% Certificated Employee would need three (3) points/per 100% contract. Three points must be chosen from the list below. Part time employees will have their duty assignment prorated per their work assignment.

Duty Title	Description	Points	Persons
Assembly Coordinator/PTC Enrichment	Work with teachers, admin, and PTC to create a budget for Curriculum Enrichment. The goal is to help teachers and staff build upon the curriculum through in-school assemblies, community opportunities or community and family engagement. Take in the staff requests, meet with PTC and admin to approve expenditures for the year and collect invoices and work with the PTC treasurer to ensure invoices are paid on time. Report back to PTC how funding is being used and distributed throughout the school. Holiday Sing.	1	1
Assistance League Liason	Communicate throughout the year to staff regarding the following programs to assist students in need, Operation School Bell, Backpacks, School Supplies, Personal Grooming Kit and Shoe Vouchers. Be the liaison between staff, families and the agency.	1	1
Dance/Sports Chaperone	2 dances = 1 point; 2 sports events (separate days = 1 point	1	1 to 3 per event
E.O.Y. Activity	Set date for activity, book activities, communicate with facilities and staff, work with PTC for funding, organize helpers needed for events, set up and clean up.	1	2
If Needed: Curriculum/Textbook Adoption	Inventory curriculum needs, assist with ordering and distribution. Participate in adoption process (analysis, collaboration, recommendation).	1	3 (TK-2, 3-5, 6-8) 1 per each span
Leadership Team/PLC Chair	Communicate with administration for PLC Meetings, maintain communications for team.	1	3 (TK-2, 3-5, 6-8) 1 per each span
Literacy Leader	Read Across America: Activities planned for school Book Fair: work with book fair coordinator to communicate with staff the schedule and the needs for book fair. Library Liason: work with the Librarian to communicate with the staff any library activities or needs. 6 Flags Reading Program: Communicate program to teachers. Knight Writer: Teach an afterschool enrichment course on creative writing.	2	2



Overnight Field Trip Coordinator (School Sponsored)	Organize meetings, fundraisers, chaperone compliance, trip logistics, accounting field trip requests, oversight during events/trips	1	Per Trip
PBIS	Attend all required meetings/trainings with team. Complete duties and tasks as assigned. Report to staff.	1	3
Placer Big Day of Science	High school/Elementary lead teacher collaboration, planning, scheduling, monitoring during event	1	1
PTC Rep	Attend PTC meetings (usually once a month), share out to staff at each meeting updates and new information.	2	1
Round Up	Incoming TK & K tour & assessments	1	3 (TK & K Teachers Only)
Site Council	Attend monthly meetings. Part of site decision making processes.	2	2
Spelling Bee/Geography Bee/Local Contests	Follow county guidelines, organize site participation, communicate to stakeholders to insure representatives from Newcastle are at local events.	1	1
Staff Room Supply	Check paper levels in copy room and order as necessary. Unload all supply boxes and put things away. Order beginning of year supplies and put away.	1	1
Sunshine	Keep a pulse of the staff to support and celebrate as the need arises (ie. births, deaths, other life events). Collect dues and maintain accounting of money. Stock the staff room with paper products, create schedule for birthday luncheons, plan holiday and end of year staff celebrations.	1	2
Volunteer Appreciation	Plan and execute the volunteer appreciation activity (i.e. breakfast, luncheon). Communicate with teachers to help honor and recognize our school volunteers.	1	2
Welcome Contact	Help generate school brochure, assist with spring orientation, communicate volunteer procedures, and assist with school tour. Communicate with NCA or other community outreach as needed.	1	1
Wordbuster	Distribute materials, coordinate trainings, keep supplies stocked	1	1

# **Newcastle Elementary School District EVALUATION OF TEACHING PERFORMANCE**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Period Covered by this Evaluation \_\_\_\_\_

Dates of Conferences \_\_\_\_\_

Dates of Observations \_\_\_\_\_

Status of Teacher: \_\_\_\_\_ Probationary 1 \_\_\_\_\_ Probationary 2  
 \_\_\_\_\_ Temporary \_\_\_\_\_ Permanent \_\_\_\_\_ Years in District

Rating Scale: 3/4 SATISFACTORY/STRONG  
 2 NEEDS IMPROVEMENT  
 1 UNSATISFACTORY – DOES NOT MEET STANDARDS

<b>STANDARD I – Engaging and Supporting All Students in Learning</b>	<b>1</b>	<b>2</b>	<b>3/4</b>
1.1 Using knowledge of students to engage them in learning			
1.2 Connecting learning to students' prior knowledge, backgrounds, life experience, and interests			
1.3 Connecting subject matter to meaningful, real-life contexts			
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs			
1.5 Promoting critical thinking through inquiry, problem solving, and reflection			
1.6 Monitoring student learning and adjusting instruction while teaching			
<b>STANDARD II – Creating and Maintaining Effective Environments for Student Learning</b>	<b>1</b>	<b>2</b>	<b>3/4</b>
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully			
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students			
2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe			
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students			
2.5 Developing, communicating and maintaining high standards for individual and group behavior			
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
2.7 Using instructional time to optimize learning			
<b>STANDARD III – Understanding &amp; Organizing Subject Matter for Student Learning</b>	<b>1</b>	<b>2</b>	<b>3/4</b>
3.1 Demonstrating knowledge of subject matter, academic content standards			

and curriculum frameworks			
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter			
3.3 Organizing curriculum to facilitate student understanding of subject matter			
3.4 Utilizing instructional strategies that are appropriate to the subject matter			
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students			
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content			

<b>STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students</b>	<b>1</b>	<b>2</b>	<b>3/4</b>
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction			
4.2 Establishing and articulating goals for student learning			
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning			
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students			
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students			
<b>STANDARD V – Assessing Student Learning</b>	<b>1</b>	<b>2</b>	<b>3/4</b>
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments			
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction			
5.3 Reviewing data, both individually and with colleagues, to monitor student learning			
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction			
5.5 Involving all students in self-assessment, goal setting, and monitoring progress			
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning			
5.7 Using assessment information to share timely and comprehensible feedback with students and their families			
<b>STANDARD VI – Developing as a Professional Educator</b>	<b>1</b>	<b>2</b>	<b>3/4</b>
6.1 Reflecting on teaching practice in support of student learning			
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development			
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning			
6.4 Working with families to support student learning			
6.5 Engaging local communities in support of the instructional program			
6.6 Managing professional responsibilities to maintain motivation and commitment to all students			
6.7 Demonstrating professional responsibility, integrity, and ethical conduct			

### PROGRESS ON PERSONAL GOALS

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### SUMMARY EVALUATION

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

#### COMMENDATIONS:

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#### RECOMMENDATIONS:

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OVERALL EVALUATION:

- ☐ Satisfactory – Meets/Exceeds Standards  
☐ Needs Improvement (spell out contract language)  
☐ Unsatisfactory – Does Not Meet Standards

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

Teacher \_\_\_\_\_ Date \_\_\_\_\_  
(A signature on this evaluation does not necessarily signify agreement with the evaluation.)

☐ PAR Evaluation:

Revised 10/18/11

APPENDIX "E"

Newcastle Elementary School District  
Level 1 Grievance Form

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_

Date of the Occurrence Act or Omission \_\_\_\_\_

Statement of the Grievance:

Informal Conference Date (s) \_\_\_\_\_

Decision rendered at the Informal Conference:

Remedy Sought:

Superintendent/Principal Response:

Date \_\_\_\_\_ Signature \_\_\_\_\_



## APPENDIX "F"

### SIDE LETTER OF AGREEMENT

Between the Newcastle Elementary School District  
and the Newcastle Teachers' Association (NTA) (hereafter referred as the "Parties")

### NESD CERTIFICATED EMPLOYEE TRANSFER RIGHTS:

#### I. RECITALS

WHEREAS, The Superintendent shall not require any employee of Newcastle Elementary School District to be employed by the CHARTER SCHOOL; and

WHEREAS, no current NESD employee has the automatic guaranteed right of transfer to the charter School; and

WHEREAS, the District wishes to guarantee that any certificated Newcastle Elementary School District employees as of July 1, 2010, who are accepted to teach at the charter school will be protected by rights and guarantees provided by the Newcastle School District to all regular District employees regarding NTA seniority and assignment/reassignment for a designated period not to exceed June 30, 2012.

THEREFORE, the Parties agree to the following protections regarding NTA seniority and assignment/reassignment rights as follows for Certificated Employees who are accepted to teach at Harvest Ridge Cooperative Charter School (Charter School):

#### 1. Tenured Certificated Employees will be protected for up to two years under the following conditions:

- An employee in this category will retain NTA seniority within the District for two years. At the end of the 2 years, if the employee remains at the Charter, the employee will lose NTA seniority with the District.
- An employee in this category has the right to leave the Charter and return to NES/NCS after year one or year two, and will be placed in a vacant position or will bump into the position of a temporary or the least senior probationary employee.
- The District Intent to Return form must be received by January 31 of the school year prior to the school year of return.
- An employee in this category has the right to request to leave the Charter and apply to return to NES/NCS after the expiration of this agreement, for vacant positions. If an employee is placed in a vacant position, he/she will retain tenure but will be placed at the bottom of the NTA seniority list with a new seniority date.

2. Probationary Certificated Employees will be protected for up to one year under the following conditions:

- An employee in this category will retain NTA seniority within the District for one year. At the end of the 1 year, if the employee remains at the Charter, the employee will lose NTA seniority with the District.
- An employee in this category has the right to leave the Charter and return to NES/NCS after one year and will bump into the position of a temporary or the least senior probationary employee.
- The District Intent to Return form must be received in the District Office by January 31 of the school year prior to the school year of return.
- An employee in this category has the right to request to leave the Charter and apply to return to NES/NCS after the expiration of this agreement, for vacant positions. If an employee is placed in a vacant position, he/she will retain probationary status until the first day of the new assignment and upon approval of the superintendent, will be given tenure, but will be placed at the bottom of the NTA seniority list with a new seniority date.

The Parties agree to this side letter of agreement on this 2nd day of November, 2010.

For NTA:

For NESD:

**CATASTROPHIC LEAVE CONTRIBUTION FORM**

Newcastle Elementary School District  
8951 Valley View Drive  
Newcastle, CA 95658  
(916) 663-3307

**PLEASE RETURN THIS FORM NO LATER THAN OCTOBER 10<sup>TH</sup>.**

- ☐ Yes, I wish to donate one (1) day to the Catastrophic Leave Bank. This donation allows me to participate in the Catastrophic Leave Bank.
- ☐ No, I do not wish to participate in the Catastrophic Leave Bank.
- ☐ I have read and understand the section of the contract dealing with Catastrophic Leave Bank. (Article V, Leaves of Absence, Section 5.1.8)

SIGNED: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE: \_\_\_\_\_

**If the District is not notified by October 10<sup>th</sup>, it will be assumed that you do not wish to participate in the Catastrophic Leave Bank.**

(See Article V, Leaves of Absence - Section 5.1.8, Catastrophic Leave)

### APPLICATION TO CATASTROPHIC LEAVE BANK

Name: \_\_\_\_\_

School: \_\_\_\_\_

- A. **CATASTROPHIC**: may be defined as an illness or injury that is expected to incapacitate the employee for an extended period that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period to care for that family member, and taking time off work creates a financial hardship for the employee because he/she has exhausted all of his /her sick leave and other paid time off.

State explanation of need:

I am applying for the Catastrophic Leave Bank because \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- B. **FINANCIAL HARDSHIP**: it will be the responsibility of the applicant to show hardship to the committee.

Describe the financial hardship:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- C. **LEAVE**: the applicant may apply for ten (10) days leave and may reapply when the ten (10) days are depleted.

Any unused portion of the catastrophic leave days will be returned to the Catastrophic Leave Bank.

*I have read and understand the section of the contract dealing with Catastrophic Leave and Leave Bank. (Article V, Leaves of Absence - Section 5.1.8, Catastrophic Leave)*

PLEASE ATTACH A PHYSICIAN'S STATEMENT

Signature \_\_\_\_\_ Date \_\_\_\_\_