



NEWHALL SCHOOL DISTRICT

AND

NEWHALL TEACHERS ASSOCIATION/CTA/NEA

MASTER AGREEMENT

FOR

2023 - 2026

**DR. LETICIA HERNANDEZ
SUPERINTENDENT**

**MELANIE MUSELLA
ASSOCIATION REPRESENTATIVE**

2024/2025

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1 NEWHALL SCHOOL DISTRICT
2 25375 ORCHARD VILLAGE ROAD, SUITE 200
3 VALENCIA, CALIFORNIA 91355
4

5 Newhall School District
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7 And
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9 Newhall Teachers Association/CTA/NEA
10

11 **2023 – 2026**
12

13 MASTER AGREEMENT
14

15 **WITNESSETH:**

16 This is an Agreement made and entered into this **January 28, 2025**, between the Newhall School
17 District (hereinafter referred to as "the District"), and the Newhall Teachers Association/CTA/NEA
18 (hereinafter referred to as "the Association").
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1 **ARTICLE I: RECOGNITION**

2 Pursuant to the Resolution of the Newhall School District Board dated June 21, 2011, the District
3 confirms its recognition of the Association as the exclusive representative of the unit which is comprised
4 of the following positions:

5
6 Regular, permanent, probationary, temporary certificated employees, including,

- 7 • Transitional kindergarten through sixth grade classroom teachers
- 8 • Special Day Class Teachers, Preschool-Sixth Grade
- 9 • Resource Specialists
- 10 • Speech and Language Pathologists
- 11 • Nurses
- 12 • Counselors
- 13 • Social Worker
- 14 • Intervention WIN Teachers
- 15 • Learning Support Teachers

16
17 And excluding all other positions not specifically enumerated above which includes, but is not limited to,
18 Certificated management employees within the meaning of Government Code Section 3540.1 (g)

- 19 • Superintendent
- 20 • Assistant Superintendent – Human Resources
- 21 • Assistant Superintendent – Instructional Services
- 22 • Assistant Superintendent – Business Services
- 23 • Executive Director of Student Support Service
- 24 • Director of Human Resources
- 25 • Director of Instruction and Assessment
- 26 • Learning Recovery and Technology Supports Administrator Support Administrator
- 27 • Principals
- 28 • Coordinator Special Programs/Evaluation/Testing
- 29 • Assistant Principals
- 30 • Coordinator of Student Support Services
- 31 • Psychologists
- 32 • Preschool Instructors
- 33 • Substitute Teachers (Day to Day)
- 34 • Classified, classified management, confidential, and short term employees

1 **ARTICLE II: EMPLOYEE ASSOCIATION RIGHTS**

2 The Association President shall be released twenty percent of his/her assignment to conduct
3 Association business. The District shall pay 100% of the annual salary, statutory benefits, eligible
4 stipends, and health and welfare for the Association president. The Association shall bear the actual cost
5 of the release substitute, to be defined as, person/persons hired to release hired to release the union
6 president. When possible, the District will secure an appropriately credentialed long term substitute to fill
7 the release substitute position. The Association will cover the cost of the release substitute.

8 The District and the Association recognize the right of employees to form, join and participate in
9 lawful activities of the employee organization and the equal alternative right of employees to refuse to
10 form, join and participate in employee organization activities. Therefore, each party agrees that neither
11 will impose, or threaten to impose reprisals, to discriminate, or threaten to discriminate, or otherwise
12 interfere with, restrain or coerce the employees of the District exercising this right.

13 The parties agree to meet and negotiate in good faith and to participate in good faith in impasse
14 procedures in an effort to reach an agreement on areas of disagreement. The parties recognize their
15 duty to begin a meet and negotiation process in time prior to the adoption of the final District budget in
16 order for there to be sufficient time to reach agreement, or to resolve disagreements through impasse. In
17 no event shall the meet and negotiation process begin later than July 1 of any subsequent year.

18 The District and the Association agree that the Association shall have the right of access to
19 District employees at reasonable times. Reasonable times shall mean rest, meal periods and periods
20 during which an employee is present at the school site, but not expected to perform service. The
21 Association agrees that any representative of the Association, prior to entering the school site, shall
22 report to the school site office and provide appropriate credentials for identity purposes. The Association
23 further agrees that the Association representative in exercising the right of access to employees shall not
24 disrupt or otherwise interfere with the work of any employee of the District.

25 The parties agree that Association representatives shall have the right to use District facilities to
26 conduct meetings with District employees. The Association representative shall request the use of
27 District facilities sufficiently in advance so as not to disrupt the efficient operation of the District. In all
28 cases it is agreed that a request for the use of District facilities shall be made in accordance with the
29 provisions of the Civic Center Act.

30 Pursuant to the education code section 7054, no District facility, property, or equipment, shall be
31 utilized to support or oppose a candidate for office or a ballot measure.

32 The District and the Association further agree that the Association shall have the right to utilize
33 unit member mailboxes and the District bulletin boards used for communication with District employees.
34 A copy of any material to be posted on District bulletin boards shall be provided to the site principal prior
35 to it being posted.

36 The District agrees to provide the Association with a copy of relevant material to the meet and
37 negotiation process. The District agrees to provide the association with copies of financial reports upon

1 request by the association. The District specifically agrees to provide the Association with a copy of the
2 draft of the preliminary, tentative and final District budget, and a final copy of the "J-201" document upon
3 request by the Association. The District agrees to provide multiple copies of requested material as
4 described herein within a reasonable time. The Association agrees to defray the cost of the preparation
5 of multiple copies.

1 **ARTICLE III: DEFINITIONS**

2 The District and Association agree that the following definitions shall be utilized in the
3 interpretation of this Agreement.

4 The Governing Board of the Newhall School District: An agency of the state for government and
5 management of the District.

6 Cafeteria Option: Any benefit available to employees except: health insurance, dental insurance,
7 and group life insurance.

8 Employee: One who works for the District and is represented by the Association.

9 Employer: The District which employs the services of those employees represented by an
10 exclusive bargaining unit.

11 Immediate Family: The mother, father, stepmother, stepfather, grandmother, grandfather, great-
12 grandmother, great-grandfather, or grandchild of the employee represented by an exclusive
13 bargaining agent, or of the spouse or of the registered domestic partner of the employee.
14 Immediate family also includes the spouse or domestic partner, son, stepson, son-in-law,
15 daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, nephew or
16 niece of the employee, or any relative living in the immediate household.

17 Immediate Supervisor: A line or staff officer of the District to whom an employee represented by
18 the Association or unit is immediately accountable.

19 District: Synonymous with Employer and Board of Trustees.

20 Professional Learning Community Meeting Time: It is for all certificated staff and management to
21 understand the purpose of our PLC meeting times. Professional learning community meeting
22 times are designate for teacher collaboration to analyze data, examine student performance on
23 formative, summative, and grade level assessments, and to design, refine, and reorganize
24 teaching and intervention efforts. It is time to examine student work samples to improve student
25 learning and guide instruction. Planning curriculum, sharing best practices and instructional
26 methods, gathering needed materials, and creating grade level assessments to evaluate student
27 performance, and cross grade level articulation is also a good use of the meeting time.

1 **ARTICLE IV: EMPLOYER RIGHTS**

2 It is understood and agreed that the District retains all of its powers and authority to direct,
3 manage and control to the full extent of the law. Included in, but not limited to those duties and powers
4 are the right to: determine its organization; direct the work of its employees; determine the time and hours
5 of operation; determine the kinds and levels of services to be provided, and the methods and means of
6 providing them; establish its educational policies, goals and objectives; insure the rights and educational
7 opportunities of students; determine staffing patterns; determine the number and kinds of personnel
8 required; maintain the efficiency of District operations; determine the curriculum; build, move or modify
9 facilities; establish budget procedures and determine budgetary allocation; determine the methods of
10 raising revenue; contract out work; and take action on any matter in the event of an emergency, which
11 shall be defined as an Act of God, war, or pestilence, or other national emergency. In addition, the Board
12 retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

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

1 **ARTICLE V: WORK YEAR**

2 The service year for all contract certificated employees shall be the equivalent of 184 duty days defined
3 as:180 Instructional days; The first full day (1) non-student day prior to the commencement of the new
4 school year will be district directed. The first half (1/2) of the second day will be site directed. The
5 remainder of the second day to be used for classroom preparation. One (1) non student day prior to the
6 commencement of the new school year will be to prepare classrooms; One (1) non-student day which will
7 be used for parent conferencing. Parent conferencing will consist of four (4) minimum days and one (1)
8 non-student day.

9 Back-to-School Night shall be held from 5:00 – 6:30 PM. Open House shall be held from 5:00 – 6:30 PM.
10 Fall conferences shall be one (1) minimum day for evening conferences (3:30 – 6:30 PM) and one (1)
11 non-student parent conference day. Spring conferences shall occur on three (3) minimum days. On one
12 of the three (3) minimum days, parent/teacher conferences will be held 3:30 PM – 6:30 PM; the specific
13 day for the early evening conference will be determined by site consensus. Late afternoon or early
14 evening conferences will be at the discretion of the teacher and coordinated with the principal. Fall and
15 spring conferences may be reversed. In addition to the days outlined above, unit members in the DLI
16 program will be granted one and a half (1.5) days of sub release time in the fall trimester and one and a
17 half (1.5) days of sub release time in the spring trimester to conduct parent/teacher conferences. Dual
18 Language Immersion Teachers may have either the substitute rate of pay or sub release time equivalent
19 for additional Parent Conferences. Teachers will make every effort to accommodate parents' reasonable
20 requests for conferences. When illness prevents a teacher from fulfilling conferencing obligations at
21 regularly scheduled Parent/Teacher Conference, the District will provide sufficient release time for that
22 teacher to complete scheduled conferences. Minimum days throughout the school year will include:

23 Three (3) minimum days for record keeping.

24 One (1) minimum day at the end of the school year.

25 One (1) minimum day each in preparation for both Back-to-School Night and Open House.

26 At all sites during weeks in which a unit member's school is conducting a Back-To-School Night,
27 Open House, or evening Parent Conferences, it is understood that no faculty meeting, or mandatory site
28 or district inservice will be held for that member. Schools conducting goal setting conferences will have
29 their meeting free week during the week of parent conferences in the fall. All unit members shall be
30 responsible for attendance at two (2) evening conference nights during the year as well as Back-To-
31 School Night and Open House.

32 If Back to School Night (BTSN) falls on a non-student day prior to the commencement of the new
33 school year, the first day of school shall be a minimum day. The first day of school shall be a minimum
34 day with PLC or Instructional planning as determined by the agreed upon school calendar. The first
35 Friday of the first week of school, teachers will be dismissed at the end of the students' minimum day
36 schedule.

37 In addition to the 184 day work year, all teachers in their first year with the District, both

1 probationary and temporary, shall receive up to three (3) additional days for Professional Development
2 paid at their daily rate.

3 Association and District agree to meet and establish students' initial day of instruction for each
4 subsequent school year prior to the close of the preceding instructional year. It is further agreed that if
5 the two parties cannot mutually agree to such date prior to the first Board Meeting in June the Governing
6 Board shall set such date. Any modification to bargained calendar between NTA and NSD shall be
7 mutually agreed to by both parties.

8 At sites where the principal has approved the pre-placement testing of kindergarten students prior
9 to the beginning of the student school year, teachers conducting such testing shall be paid at the current
10 supplemental salary schedule student contact rate not to exceed 30 minutes per child.

11 Special Education staff will attend District and site staff meetings and will perform other
12 professional responsibilities during the non student contact days prior to the beginning of the students'
13 school year.

14 TK through sixth grade teachers are granted one half day of release time or the equivalent of one
15 half-day of sub pay prior to or during each of the two Parent Conference periods. Teachers may take a
16 total of two half days per year and will remain on campus as they prepare for conferences or may take the
17 equivalent rate of two half-day subs in lieu of release time. Whenever and wherever possible, half days
18 will be coordinated between two teachers using one full day substitute. TK through sixth grade teachers
19 will coordinate these release days through the principal's office, with principal approval of the schedule.

20 Teachers in DLI program will be granted an additional half (.5) day of release time or the
21 equivalent of a full day (1) substitute pay prior to or during each of the two (2) reporting periods and a full
22 day (1) for the third reporting period.

1 **ARTICLE VI: DUTY HOURS**

2 The work week for a full-time employee shall not be less than 37 ½ hours, normally to be
3 rendered in units of 7 ½ hours of school based service per day, inclusive of a duty free lunch period. The
4 7 ½ hours of school based service shall be structured, directed or modified by the immediate supervisor.
5 The service shall be in conformity with the employee's job description. In addition, employees may, under
6 the direction of their immediate supervisor, be required to render reasonable additional hours of service
7 each school year associated with the educational profession. During a minimum of five (5) weeks per
8 school year there will not be a staff meeting or district mandated meeting. The extended service shall not
9 exceed one and one-half (1 ½) hours each week beyond the 7 ½ hour work day. Insofar as possible, the
10 extended service shall be rendered during the 7 ½ hour work day. It is further understood that Back-To-
11 School Night, Open House, Parent Conferences, and District inservice meetings may occasionally
12 exceed the one and one-half (1 ½) hours beyond the 7 ½ hour work day. It is further understood that
13 mandatory District wide meetings on designated staff meeting afternoons will not exceed one and a half
14 hours past the earliest school's contractual end time.

15 It is also understood that no faculty meetings, site or District inservices will be held during the
16 weeks wherein Back-To-School Night, Open House, or evening Parent Conferences are scheduled, with
17 the exception of a crisis situation.

18 Teachers with less than two years teaching experience may reasonably be directed to attend
19 professional development sessions specified by their immediate supervisors, at the rates stated in Article
20 VII.

1 **ARTICLE VII: SALARY**

2 The District and the Association agree that the employees of this unit shall be compensated in
3 accordance with the following provisions and Appendix A, Salary Schedule.

4
5 Credit for College and University Training

6 The following criteria shall govern the crediting of salary schedule columnar provisions and step
7 advancement:

- 8 1. Any increase in salary will be effective the month following receipt of official transcripts.
- 9 2. Credit shall not be granted for any course in which less than a "C" grade is earned. (Or
10 "pass" if a pass/fail grading system is used by a college.)
- 11 3. All units and degrees shall be earned from institutions accredited by the American
12 Association of Schools and Colleges, or regional affiliate. With prior approval, Speech
13 and Language Specialists will be given salary advancement credit for Continuing
14 Education Units offered through the American Speech-Language-Hearing Association,
15 and School Nurses will be given salary advancement credit for Continuing Education
16 Units offered through their professional organization.
- 17 4. A major field of preparation shall be defined as twenty-four (24) semester hours. A minor
18 field of study shall be defined as twenty (20) semester hours.
- 19 5. Lower division, upper division or graduate courses that may be credited:
 - 20 A. A subject directly related to the employee's assignment.
 - 21 B. A subject directly related to an employee's major or minor field of preparation.
 - 22 C. A subject directly related to an advanced degree in, or required for an advanced
23 degree in, professional education or the employee's assignment or major or minor fields
24 of preparation.
 - 25 D. A subject required by a California credential, evaluation or renewal.
 - 26 E. For teachers in a self-contained classroom program: a subject commonly taught
27 in the elementary schools.
 - 28 F. For teachers in a departmentalized classroom program: courses in an additional
29 major or minor field of preparation.
- 30 *6. Repeat credit may be granted for a course taken at a teacher training institution, in which:
 - 31 A. The content field has recently undergone substantial change;
 - 32 B. In the case of a course originally taken previously, an updating of employee
33 training is desirable.

34 (* To receive salary schedule credit for such courses, prior approval shall be received from the
35 Superintendent and/ or designee.)

- 36 7. Credit will be granted for lower division language classes to fulfill the CLAD/BCLAD
37 requirement.

- 1 8. Lower division courses may be credited if the above criteria are met, and with the
2 approval of the unit member's supervisor prior to taking the course.

3 Credit for Professional Work Experience

4 Beginning in the 2016-17 school year, unit members new to the district shall be allowed salary
5 schedule placement credit for up to (9) nine years of previous experience in their job classification, with a
6 maximum salary schedule entry placement on step ten (10). Effective July 1, 2023, the District will honor
7 up to twenty years (20) of previous eligible public school teaching experience for teachers entering NSD
8 in hard to fill positions. Hard to fill positions have been designated by the District to include Dual
9 Language Immersion, Mild to Moderate classroom teacher, Moderate to Severe classroom teacher,
10 District Nurse, and Resource Specialist. District Nurses new to the District shall be allowed salary
11 schedule placement credit for previous experience up to twenty (20) years in their job classification
12 including in the clinical or hospital setting.

13 Such credit will be given provided that such prior service shall meet all of the following criteria, in
14 addition to any pertinent college and university credit criteria enumerated in the previous section.

15 A. The previous service was rendered for at least 75% of the school year, on the
16 basis of a full time contract.

17 B. The previous service was rendered after the confirmation of a Bachelor's Degree.

18 C. The previous service was rendered in a public or private school system within the
19 United States of America, or in dependent schools maintained for American overseas
20 dependents, if the employee was qualified for or held a California credential authorizing
21 public school service.

22 2. Each July 1, an employee shall be appropriately placed within the District compensation
23 plan in accordance with District approved professional work experience. In order to qualify for
24 any salary schedule step advancement provisions, an employee's service shall meet both of the
25 following criteria:

26 A. The prior year service was rendered under full time contract for at least 75% of
27 the school year.

28 B. The prior year service was rendered at a level of satisfactory as judged in the
29 annual evaluation appraisal completed by the employee's evaluator. If an annual
30 evaluation was not required, the most recent evaluation must contain a satisfactory. In
31 the event this provision is invoked, the employee may request and shall be granted a
32 hearing before the Board of Trustees to determine whether there is cause for taking such
33 action. It is further understood that this provision may only be invoked for one salary
34 increment period, and at the conclusion of said increment period, the employee shall
35 advance on the salary schedule as though the herein described action had not been
36 taken.

37 If the prior year service requirement for a salary schedule advancement provision is

1 waived by an expressed provision of this Agreement, the criteria requirements for step
2 advancement as described herein shall not apply.

3 3. Teachers taking District authorized training on non-paid time shall receive 1 unit towards salary
4 unit for every 15 hours of training.

5 Incorrect Salary Placement

6 Errors in current salary schedule placement shall only be corrected during the fiscal year in which
7 they are discovered, and any such corrections shall only apply to that fiscal year.

8 Extra Duty

9 The extra duty/extra pay assignments will be compensated at a rate of \$50 per hour. Extra
10 duty/extra pay assignments shall include: instruction outside of regular duty hours (intervention or
11 enrichment classes, home teaching) as well as participation in district curriculum committees including but
12 not limited to Curriculum Council or the Technology Committee. Other district extra duty assignments
13 outside of the teacher's regularly scheduled work day, with prior approval, will be compensated at the \$50
14 hourly rate. Curriculum and assessment design work approved through the Instructional Services
15 Department will be compensated at the \$50 hourly rate. Professional Development provided by District-
16 approved trainers through the Instructional Services Department will be compensated at the \$50 hourly
17 rate.

18 Unit Members Returning to NSD

19 Effective July 1, 2023 any former unit members returning to a certificated position in NSD with
20 qualified previous teaching years of experience in NSD will have their years in NSD of service honored for
21 longevity as to salary placement. This longevity placement shall have no impact on permanency or any
22 other contract sections referencing employment status.

23 Reassignment

24 If an administrator is reassigned to a teaching assignment, the years served in an administrative
25 capacity in NSD shall count for the purpose of rating in on the salary schedule; however the employee will
26 not receive the retroactive pay.

27 Classroom Coverage

28 Upon approval by administration, when a substitute teacher cannot be secured and the class is
29 split amongst other classroom teachers, the daily half or full day sub rate will be equally divided by the
30 number of classroom teachers covering the UPK – sixth grade class.

1 Stipends

Stipend Name	Criteria
BCLAD *Additional conditions listed in agreement	The attainment of a BCC/BCLAD certification prior to January 1, 2001, shall be compensated at \$4,000 above the regular salary schedule payment. Employees with BCC/BCLAD hired after January 1, 2001, or attainment of BCC/BCLAD by NSD employees after January 1, 2001, shall receive a \$1,500 stipend annually. Unit members who possess verified BCC/BCLAD certification shall receive an annual stipend of \$4,000 provided they meet agreed upon conditions. Teachers receiving the certification or hired with the certification, after January 1, 2001 will receive a stipend of \$1,500.
CLAD *Additional conditions listed in agreement	The attainment of CLAD certification by NSD employees prior to July 1, 1997, shall be compensated at \$2,500 above the regular salary placement. Employees with CLAD hired after July 1, 1997, or attainment of CLAD by NSD employees after July 1, 1997 shall receive a \$500 stipend annually. Teacher hired as of July 1, 2005 shall not receive a CLAD stipend. Unit members who possess verified LDS/CLAD prior to July 1, 1997, shall receive an annual stipend of \$2,500 provided they meet agreed upon conditions. Teachers passing the examination after July 1, 1998, and receiving verified CLAD certification after July 1, 1998, will receive a \$500 annual stipend, provided they meet agreed upon conditions.
Combination Class	Unit members teaching a combination class shall receive a stipend of \$800.00 Special Education teachers who are teaching two (2) or more grade levels; and who are implementing District Core Curriculum shall receive a stipend of \$800.
Dual Immersion - English	Unit members assigned to teach in the Dual Language Immersion program will receive an annual stipend of \$2,500 for English.
Dual Immersion – Spanish	Unit members assigned to teach in the Dual Language Immersion program will receive an annual stipend of \$3,700 for Spanish.
Education Specialist	Unit members assigned to teach classes that require an Education Specialist credential will receive an annual stipend of \$2,500. Stipends will be prorated for service of less than a full school year.
Education Specialist Moderate /Severe	Unit members assigned to teach in moderate/severe classes will receive an additional stipend of \$800 for a total of \$3,300.
ESY Moderate/Severe	Special Education teachers (M/S) holding a moderate/severe authorization and teaching a M/S class during Extended School Year (ESY) will receive a \$1,000 stipend.
Induction Mentor -Teacher	Through the 2025-2026 school year only, Induction Mentor Stipends will be paid at \$2,000 per mentee per year paid out of the Educator Effectiveness Grant. After the 2025-2026 school year, the stipend amount will return to \$1,500.
National Board	Any unit member with a current certificate from the National Board for Professional Teaching Standards declaring a unit member a National Board Certified Teacher will be compensated at \$1,000 annually above the regular salary schedule placement.
SLP Supervisor	Speech and Language Pathologists will receive a \$1,000 stipend for each new Speech and Language Pathologist they supervise for his/her Clinical Fellowship Year and his/her required Professional Year.
SLP Signing Bonus	Rehabilitative Services Credential and/or license for employees hired prior to November 1, 2014 shall be compensated at \$2,000 annually. Certificated employees hired as of November 1, 2014 with a Rehabilitative Services Credential and/or license shall receive a one-time signing bonus of \$2,000.
Team Leader	Unit members who serve as team leader will receive a stipend of \$650 for up to 5 unit members and \$750 for 6 or more unit members.

1 Stipends will be paid by separate checks in the months of December and June.

2 Stipends will be prorated for service of less than a full year.

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ARTICLE VIII: MILEAGE

Unit members listed in Board Policy 3587 as eligible for mileage reimbursement at the rate currently approved by the Internal Revenue Service shall submit a monthly mileage log stating the beginning mileage, ending mileage, and beginning and ending destinations of each required trip on District Business.

Mileage reimbursement shall be paid periodically during the school year on a schedule established by the Business Office.

1 **ARTICLE IX: EMPLOYEE BENEFITS**

2 The District shall provide negotiated insurance benefits as specified within the master insurance
3 contract(s) between the District and the respective insurance carriers the District selects, following
4 consultation with the Association.

5 Full-Time Employees

6 A full-time employee shall have the District financial contribution paid in full, as specified herein
7 within the District Contribution section. In the event that the total premium(s) exceed the District
8 contribution, the employee desiring coverage shall be required to complete a payroll deduction form for
9 the difference between the District contribution and the total premium cost.

10 Part-Time Employees

11 Employees serving less than full time but half time or more shall have their District contribution
12 pro-rated as provided below. The employee desiring coverage shall be required to complete a payroll
13 deduction form for the difference between the District contribution and the total premium cost. Shared
14 certificated contracts refer to Article XIX.

15 Time of District Service Contribution

16 50-60%	Fifty percent (50%) of District contribution
17 61-70%	Sixty percent (60%) of District contribution
18 71-80%	Seventy-five percent (75%) of District contribution
19 81-86%	Eighty-five percent (85%) of District contribution
20 87-100%	One hundred percent (100%) of District contribution

21 District Contribution

22 The District shall make a contribution annually toward the payment of benefit premiums for the
23 insurance period beginning January 1st, of the current school year and ending December 31st, of the
24 following school year for eligible employees each calendar year. The contribution for the single
25 employee will be at the highest HMO level plus dental, vision, and life insurances not to exceed \$13,000.
26 The District contribution for coverage of two party and family policies shall increase to \$13,000. If the
27 coverage for a single, two party and/or family HMO is less than \$13,000 the difference shall not be
28 applied to a PPO or POS coverage. In addition, the District will provide all benefit eligible employees life
29 insurance with a benefit value of \$25,000. Benefits are effective on the first day of the month following
30 the employee's payroll start date of the 1st through the 20th provided all enrollment forms have been
31 completed and submitted to the District. Employees with a payroll start date of the 21st or later will have
32 an effective date of the first day of the second month. Eligible employees waiving District provided
33 medical benefits shall be allowed an annual non-elective deferral of \$2,200.00 less the cost of elected
34 dental and/or vision premiums. The District will participate in a 125B plan and a 457 plan.
35 NTA married couples/registered domestic partners shall be allowed to combine their earned district
36 contribution toward health and welfare benefits.

1 Employee Benefit Payments

2 Leave of Absence:

- 3 1. The District shall continue to contribute to an employee's premium contribution while on paid
4 leave status in the same manner as if the employee had remained in regular service.
- 5 2. Employees on District approved non-paid leaves of absence may elect to continue coverage for
6 themselves by mailing the entire monthly premium payment required for coverage, made payable
7 to Newhall School District, and submit to the District Office.
- 8 3. To the extent that FMLA exceeds paid leave, the District will provide coverage during the unpaid
9 FMLA leave.

10 Cancellation:

11 The employee insurance coverage under the District's master insurance contract(s) shall be
12 canceled under the following conditions:

- 13 1. The leave expires and the employee does not return to active duty.
- 14 2. A premium payment is not received in the District Office by the first of the month.

15 Medical Insurance Upon Retirement

16 An employee who attains age fifty-five (55) and retires from active service under the State
17 Retirement System provision after fifteen (15) years of continuous service to the District shall be entitled
18 to health insurance coverage subject to the following conditions:

- 19 1. Unit member must have maintained District-provided health insurance at the time of retirement.
20 Unit member must be in compliance with applicable laws and rules of CalPERS.
- 21 2. The benefit terminates at age sixty-five (65) or eligibility for Medicare, whichever occurs first.
- 22 3. The benefit is limited to employees only.
- 23 4. The District contribution shall be determined as follows based on retiree rates beginning July 1,
24 2012:
- 25 15 years of District service 80% of employees' current active highest HMO rate the year the employee
26 retires or district cap, whichever is lower
- 27 20 years of District service 85% of employees' current active highest HMO rate the year the employee
28 retires or district cap, whichever is lower
- 29 25 years of District service 90% of employees' current active highest HMO rate the year the employee
30 retires or district cap, whichever is lower
- 31 30 years of District service 100% of employees' current active highest HMO rate the year the employee
32 retires or district cap, whichever is lower
- 33 5. A unit member electing this benefit shall transmit the balance of the premium to the District Office
34 on a monthly basis.

35 A retiring bargaining unit member may elect to continue receiving dental and vision coverage at the
36 member's sole expense if enrolled in such coverage prior to the date of retirement. Payments shall be
37 paid in full for the entire coverage year, or paid in advance on a quarterly or monthly basis. Payments are

1 due no later than the first of each month. If not paid within 45 days, coverage will be cancelled. Retirees
2 whose coverage is cancelled for non-payment may not reapply for coverage. This benefit is available
3 only to bargaining unit members retiring June 13, 2019 or later and shall not be retroactive to unit
4 members retiring prior to date.

1 **ARTICLE X: GRIEVANCE**

2 A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific
3 provision of this Agreement which adversely affects the grievant.

4 A "grievant" shall mean an employee covered by this Agreement filing a grievance. In a case of
5 multiple grievance claims on the same issue, the District may elect to hear only the first written grievance
6 filed, and the decision rendered shall be applicable to all claims on the same issue, arising from the same
7 set of circumstances.

8 A "grievant" may also be the Association, provided that such grievance meets all other
9 requirements of this Article.

10 A "conferee" shall mean any Association representative selected by the grievant to assist the
11 employee in presenting and processing the claimant's grievance. An immediate supervisor with whom a
12 grievance is filed may also choose a representative in processing grievances.

13 "Association" shall mean the employee organization recognized by the Board of Trustees as the
14 exclusive representative for the unit of employees covered by this Agreement.

15 "Days" shall mean any day on which the central administrative offices of the District are open for
16 business.

17 "Immediate Supervisor" shall be the first level administrator having immediate jurisdiction over the
18 grievant, and who has been designated to adjust grievances.

19 A "District Grievance Form" shall mean a District provided form completed in writing by the
20 employee within twenty (20) days of the occurrence or within twenty (20) days of when the employee (or
21 employees affected, if the grievance is by the Association) could reasonably have known of the
22 occurrence, act, or omission giving rise to the grievance.

23 General Provisions

24 The purpose of this procedure is to attempt to secure equitable solutions to grievances. All
25 parties agree that these proceedings will be kept informal and confidential, and that the grievant and
26 immediate supervisor should attempt to resolve the grievance at the informal level.

27 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying
28 out its management responsibilities subject to the final decision of the grievance. In the event the alleged
29 grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such
30 order, requirement, or other directive, pending the final disposition of the grievance.

31 Nothing contained herein will be construed as limiting the right of any grievant to discuss a
32 grievance informally with his or her immediate supervisor, or to have the grievance adjusted, prior to
33 Level III, without intervention of the Association, provided that the adjustment is not inconsistent with the
34 terms of this Agreement. Any proposed resolution at Levels I or II shall not be agreed upon by the District
35 until the Association has been provided a copy and allowed an opportunity to respond.

36 The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the supervisor
37 with whom it may be filed. The employee and immediate supervisor shall have the right to include in the

grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request.

Such witnesses shall be in addition to the conferee that either party may select. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance per day.

Level I

Within twenty (20) days of the occurrence, or within twenty (20) days of when the employee (or employees affected, if the grievance is by the Association) could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on a District provided form to the immediate supervisor. (In the case of an Association grievance, the grievance must be presented to supervisors of each affected employee.) This District form shall contain a clear and concise statement of the grievance, the circumstances involved, and the specific remedy sought. If the grievance is by the Association, it shall contain a clear and concise statement of the grievance, the contract article violated, the circumstances involved, and the specific remedies sought, and such statement shall be sufficiently specific to enable the District to determine the application to affected employees of the remedies sought.

The immediate supervisor shall communicate a decision to the employee in writing within twenty (20) days, in which students are in session, after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate supervisor may have a conferee present at such a conference.

Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent/Assistant Superintendent within ten (10) days. This written appeal statement should include a copy of the original grievance, the decision rendered at Level I, and a clear and concise statement of the reasons for the appeal. The Superintendent/Assistant Superintendent shall communicate a decision within twenty (20) days, in which students are in session, after receiving the appeal. Either the grievant or the Superintendent/Assistant Superintendent may request a personal conference within the above time limits to discuss the grievance. Either party may have a conferee present at such a

1 conference. If the Superintendent/Assistant Superintendent does not respond within the time
2 limits, the grievant may appeal to the next level.

3 Level III

4 If the grievant is not satisfied with the decision at Level II, the employee may within ten
5 (10) days submit a request in writing to the Superintendent for arbitration of the dispute. The
6 Association shall have sole discretion in determining if the grievance will be taken to arbitration.
7 The Association and the District shall attempt to agree upon an arbitrator, and if no agreement
8 can be reached, the parties shall request the California State Conciliation Service to supply a
9 panel of five (5) names of persons experienced in hearing grievances in public schools. Each
10 party shall alternately strike a name until only one name remains. The remaining panel member
11 shall be the arbitrator. The order of striking shall be determined by lot. The arbitrator shall, as
12 soon as possible, hear evidence and render a decision on the issue or issues that were submitted
13 to arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall
14 determine the issues by referring to the written grievance and the answers thereto at each level.
15 In disputed cases regarding whether or not a grievance claim is within the scope of these
16 proceedings, the arbitrator shall rule on the arbitrability of the issue.

17 The arbitrator shall have no power to add to, subtract from or modify the terms of this
18 Agreement. After a hearing and after both parties have had an opportunity to make written
19 arguments, the arbitrator shall submit within thirty (30) calendar days to all parties the written
20 findings and advisory recommendations that he or she has prepared.

21 The Superintendent shall take appropriate action to implement the decision. If the
22 arbitrator rules that the issue is not arbitrable, the fees and expenses of the arbitrator and the
23 hearing shall be borne by the grievant. Otherwise, the fees and expenses of the arbitrator and
24 the hearing shall be borne equally by the District and the Association. In all cases, all other
25 expenses including fees for witnesses and conferees shall be borne by the party incurring them.

26 The decision of the arbitrator shall be binding on the parties.
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ARTICLE XI: CLASS SIZE

The average class size for grades Kindergarten through third grade shall be 28 students per classroom teacher. Such average shall be calculated for each school site by adding all students enrolled in grades Kindergarten – third and dividing by the number of Kindergarten – third classes at that site and for all attendance periods. No class shall exceed thirty (30) students in grades Kindergarten – third. The average class size for grades fourth through sixth shall be thirty (30) students per classroom teacher, however such average shall be determined on a District-wide basis, rather than by site. Universal Pre-Kindergarten class size will follow California State requirements.

Students in general education classes who are receiving services at least 20% of the instructional school day through an IEP or 20% service of the instructional school day from a Behavior Support Specialist will count as two (2) students when determining class size.

1 **ARTICLE XII: ASSIGNMENT OF COMBINATION CLASSES**

2 Teacher assignment to a combination class shall be made in the following order:

- 3 1. Solicitation of volunteers
4 2. Principal's assignment

5 Further, teachers without prior teaching experience are exempt from such assignment during their
6 first year of service in the District except for teachers possessing a BCC/BCLAD, or an LDS/CLAD, who
7 speak the required language. The District will make a good faith effort not to assign teachers to classes
8 containing combination of grade levels in successive years unless the teacher volunteers for such an
9 assignment; however, the District and NTA acknowledge that such combination grade level assignments
10 are sometimes unavoidable. The District and NTA acknowledge that the principal has the final
11 responsibility for grade level assignment, and that grade level assignment, including the assignment of a
12 combination class, remains at the discretion of the principal.

13 After the completion of a split assignment, the principal will make a good faith effort to the teacher
14 for grade level preference between the two grade levels taught in the split.

1 **ARTICLE XIII: TRANSFER**

2 Transfer, means a movement from one school site to another school site. Unit members to be transferred
3 will receive as much advance notice as possible.

4 1. The following criteria shall be considered when transferring employees covered by this
5 Agreement:

6 1.1 The best interest of the students.

7 1.2 Unit members involuntarily transferred in the previous year shall be given first
8 consideration for any vacancy.

9 1.3 The qualifications, including certification, experience, and training of the employee
10 compared to those of other candidates for both the position to be filled and the position to
11 be vacated.

12 1.4 The length (seniority) and quality of the service rendered to the district by the employee.

13 1.5 The preference of the employee.

14 1.6 The needs and efficient operation of the district.

15 1.7 The recommendation of the administrator to whom the employee is currently responsible
16 and the administrator where the vacancy exists.

17 2. Employee Initiated Transfer Requests

18 An employee covered by this Agreement shall have the right of requesting a transfer to any
19 school within the same position classification subject to the following procedure:

20 2.1 Vacancies will be emailed to teachers on the first working day in May. A vacancy is
21 defined as a position created by an approved resignation, a position created by
22 enrollment growth, a position created by an approved leave of absence of one year or
23 more, or a position created by a promotion. These vacancies may not be considered
24 occupied by a newly hired teacher prior to May 15th. Under the NTA Collective
25 Bargaining Agreement, a newly hired teacher is defined as a teacher that is hired for the
26 following school year and has not begun their contract.

27 2.2 Submit a request for transfer for the following school year on an appropriate district form
28 prior to the second Friday in May or two (2) weeks after posting if the posting can not
29 occur on the first working day in May.

30 2.3 A list of vacancies occurring between the close of the school year in June and two weeks
31 prior to the opening of the following school year will be posted at the District Office and
32 emailed to teachers. Employees who have requested a transfer may call to obtain this
33 information.

34 2.4 The superintendent or designee shall notify the present and potential administrators of
35 employee requests for transfer. If requested vacancies develop, the superintendent and
36 the present and potential administrators shall give consideration to all employees who
37 properly submit completed transfer requests for such vacancies.

2.5 The superintendent or designee shall give the employee and present and potential administrator official notification of the disposition of the employee initiated transfer.

2.6 If the request is denied, the employee may request a written statement as to why it was denied from the superintendent or designee.

2.7 An employee's request for voluntary transfer will not be used as justification for involuntary transfer.

2.8 The filing of a request for transfer is without prejudice to the employee and will not jeopardize the present assignment.

3. Employer Initiated Transfers

Employer initiated transfers will be made for good and sufficient cause. The District shall not involuntarily transfer a unit member for arbitrary and/or capricious reasons. A transfer may be made by the administration at any time for any of the following reasons:

3.1 To balance the certificated staff of the district or a school.

3.2 A change of school population.

3.3 Forming new sites or closing sites.

3.4 To improve the efficiency of the district and student learning conditions.

3.5 To provide opportunity to evaluate an employee in a different school or location.

3.6 Program elimination.

3.7 Because of significant personality conflicts.

3.8 Unit members that are involuntarily transferred will not be involuntarily transferred again for 2 more years unless requested by the unit member.

4. Notification of Vacancies

4.1 A list of the district's vacant assignments, within the individual's present position classification, will be made available to each employee being considered for an employer initiated transfer.

4.2 Teachers should be notified of any anticipated transfer at the earliest possible date. If teachers are transferred after the first day of school, they shall receive two days of release time for preparation.

4.3 An employee may request a conference and shall receive a written statement regarding the reason for an employer initiated transfer, as well as reasonable district assistance in moving the employee's teaching materials to the new location, if said transfer occurs during a school year.

The reason(s) for the employer initiated transfer will be given to the employee upon request within ten (10) working days of notification of the involuntary transfer.

Change of Room Assignment:

Employee Initiated Transfer

If an employee initiates a transfer from one room to another on the same site, or requests a

transfer from one site to another site, the employee will receive reasonable district assistance in moving their teaching materials to the new location.

Employer Initiated Transfer

The equivalent of two (2) days at the Board approved daily sub rate shall be afforded to a teacher required to change rooms on site in lieu of release time, or a teacher may elect to take one (1) day at the Board approved daily sub rate and one (1) day of release time.

The equivalent of three (3) days at the Board approved daily rate shall be afforded to a teacher required to change from one site to another in lieu of release time, or a teacher may elect to take two (2) days at the Board approved daily sub rate and one (1) day of release time.

The District will provide reasonable district assistance in moving the employee's teaching materials to the new location.

1 **ARTICLE XIV: LEAVES**

2 Bereavement Leave

3 The purpose of bereavement leave utilization shall be for the death of a member of the immediate
4 family.

5 An employee covered by this Agreement exercising this leave of absence provision shall notify
6 the immediate supervisor or District as soon as possible of the expected duration of the absence.

7 An employee shall be granted up to five (5) days for bereavement purposes. Additional days of
8 absence beyond those described herein may be provided under the terms of the personal necessity leave
9 provisions of Personal Necessity Leave contained in this Article. All days of absence used under the
10 provisions of bereavement leave shall result in no loss of compensation to the employee.

11 The employee shall provide, upon District request, additional verification of the use of these leave
12 provisions.

13 Industrial Accident and Illness Leave

14 Industrial accident and illness leave shall be granted for illness or injury incurred within the course
15 and scope of an employee's assigned duties as specified in the job description prescribed by the District.

16 An employee covered by this Agreement who has sustained a job-related injury shall report the
17 injury on a District approved accident report form within 24 hours, or within a reasonable time thereafter,
18 taking into consideration the nature of the injury, to the immediate supervisor. An employee shall report
19 any illness on a District approved form to the immediate supervisor within 24 hours of knowledge that the
20 illness is an alleged industrial illness.

21 1. Allowable leave shall be for not more than sixty (60) days during which the schools of the District
22 are required to be in session or when the employee would otherwise have been performing work
23 for the District in any one fiscal year for the same illness or accident.

24 2. Allowable leave shall not be accumulated from year to year.

25 3. Industrial accident or illness leave shall commence on the first day of absence.

26 4. Industrial accident or illness leave shall be reduced by one day for each day of authorized
27 absence regardless of a temporary disability indemnity award.

28 5. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall
29 be entitled to only the amount of unused leave due for the same illness or injury.

30 6. During any industrial paid leave of absence, the employee may endorse to the District the
31 temporary indemnity checks received on account of his or her industrial accident or illness. The
32 District, in turn, shall issue the employee appropriate salary warrants for payment of the
33 employee's salary and shall deduct normal retirement, other authorized contributions, and the
34 temporary disability indemnity, if any, actually paid to and retained by the employee for periods
35 covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may
36 utilize any available sick leave benefits, providing that any sick leave utilization when combined
37 with any temporary disability indemnity shall not exceed 100% of the employee's normal

1 compensation.

2 An employee covered by this Agreement shall be permitted to return to service after an industrial
3 accident or illness only upon the presentation of a release from the authorized Workers' Compensation.
4 The employee's ability to return to his or her position and to perform the essential functions thereof. If the
5 employee is not able to perform the essential functions of his or position, the physician's order shall
6 identify the employee's functional limitations so that the employee and the District can engage in an
7 interactive process of identifying reasonable accommodations.

8 Judicial and Official Appearance Leave

9 Official appearance leave shall be granted for purposes of appearance as a witness in court other
10 than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not
11 brought about through the connivance or misconduct of the employee.

12 An employee covered by this Agreement seeking an official appearance leave shall submit a
13 request accompanied by the official order for an approved absence to the immediate supervisor. Such
14 request shall be submitted not less than ten (10) days prior to the beginning date of the leave. An
15 employee shall be granted a leave of absence not to exceed the duration of the requirements of the
16 official order for participation and appearance.

17 An employee covered by this Agreement who has been called to jury duty shall receive his/her
18 regular earnings during required jury service. The employee shall submit to the District all fees, exclusive
19 of mileage, received for jury service on the affected paid work days, as well as verification of his/her
20 attempt to postpone the jury duty to a vacation period.

21 Immediately upon return to active service the employee shall complete the District absence form
22 and submit it to the immediate supervisor.

23 The employee shall provide, upon District request, additional verification of the use of these leave
24 provisions.

25 Legislative Leave

26 A leave of absence shall be granted employees who have achieved permanent status within the
27 District who are elected to the California State Legislature.

28 An employee elected to the California State Legislature may request a legislative leave of
29 absence to fill the term of office. Said request shall be submitted not later than thirty (30) days after being
30 elected to office.

31 During the term of legislative leave of absence, the employee may be employed by the District to
32 perform less than full-time service requiring certification qualifications for such compensation and upon
33 such terms and conditions as may be mutually agreed upon.

34 Except as provided above, an employee shall receive no District compensation while on
35 legislative leave.

36 The employee shall, within six (6) months of the expiration of the term of office, be entitled to
37 return to the position held at the time of election. If the position held at the time of election has been

abolished at the time the employee is eligible to return to District service, reinstatement shall be made to a position for which the employee is certified. Reinstatement shall be made at the salary to which the employee would have been entitled had legislative leave not been utilized.

Personal Leave

An employee covered by this Agreement may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

The person seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave.

For personal absence of five (5) working days or less, the employee shall submit the request described herein to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave.

For personal absence in excess of five (5) working days including the balance of the school semester/year, or a full school semester/year, the employee shall submit the request described herein to the Superintendent and/or Designee for recommendation and presentation to the Board of Trustees for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees.

An employee shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent and/or Designee.

Any personal leave of absence that may be granted under these provisions shall be without compensation.

Employees on personal leave of absence shall be permitted to participate in the District insurance program at their expense. The employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certified.

If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

Family Care Leave

State and Federal leave regulations will be adhered to for FMLA (Family Medical Leave Act) and CFRA (California Family Rights Act).

Pregnancy Disability Leave

The purpose of pregnancy disability leave shall be for bearing and birth of children and recovery thereof by unit members covered by this Agreement. The physician's statement shall include the expected period of disability.

The unit member shall submit a request for pregnancy disability leave not less than thirty (30) days prior to the expected period of disability. The request shall be accompanied by the attending physician's

1 statement verifying the pregnancy disability and the expected duration of the disability period.

2 Pregnancy disability leave shall be granted for that period during which the unit member is
3 disabled as specified in the attending physician's statement described herein. Any unused sick leave
4 credit may be used by the employee for pregnancy disability purpose without loss of compensation. Upon
5 exhaustion of all current year sick leave credit, a unit member who continues to be absent due to
6 pregnancy disability shall receive difference pay (the difference between the employee's regular salary and
7 the substitute rate) for the balance of a 100-service-day period. If the difference pay between the
8 substitute rate and the employee's salary is less than 50% of the employee's daily rate, the employee
9 shall receive the greater amount.

10 Salary shall be computed as follows: Annual Salary divided by Annual Service Days equals Daily
11 Rate. Deductions shall be based on individual Daily Rates and shall be for actual Service Days absent
12 from work due to pregnancy disability. In order to qualify for the difference pay described herein an
13 employee shall first utilize all accumulated sick leave credit and in no event shall the days of difference
14 pay, when combined with days of sick leave utilization, exceed 100 service days in any one school year.
15 Only one increment of difference pay shall be allowed for any single and continuous pregnancy disability
16 absence that extends into the next school year.

17 The employee shall be reinstated to the position classification held prior to the leave of absence
18 or to a position for which the employee is certified.

19 Sabbatical Leave

20 Employees covered by this Agreement may be granted a leave of absence for the purpose of
21 professional study or travel which will benefit the schools and pupils of the District.

22 A permanent employee who has served not less than seven (7) consecutive years shall be
23 eligible to apply for a sabbatical leave. At the discretion of the Governing Board up to five percent (5%) of
24 the eligible staff may be granted sabbatical leaves.

25 An employee requesting sabbatical leave consideration shall submit a District designed
26 application form by February 1 preceding the school year for which the leave is requested. By February
27 15 the Superintendent shall submit a recommendation for Governing Board consideration regarding
28 qualifying sabbatical leave applications. By March 1 the Board of Trustees shall take action on sabbatical
29 leave requests. Sabbatical leaves shall not be less than two (2) semesters in duration.

30 An employee shall not accept gainful employment while on sabbatical leave without the prior
31 written approval of the Superintendent. An employee granted a sabbatical leave shall receive such
32 District compensation at the rate of fifty percent (50%) of the salary that would have been received had
33 active service continued. The two options for method of payment shall be:

- 34 1. An employee on sabbatical leave may be paid in two equal installments; one shall be paid at the
35 end of the first year and the other at the end of the second year of active service following the
36 leave.
- 37 2. The employee on sabbatical leave may elect to be paid in the same manner as though active

1 service continued to the District, upon the furnishing of a suitable bond indemnifying the District
2 against loss should the employee fail to satisfactorily complete the leave conditions, and render
3 service for at least twice the length of the leave at the conclusion of the leave of absence. The
4 bond shall be exonerated in the event the failure to render the agreed upon service is due to
5 death or physical or mental disability of the employee.

6 Sabbatical leave shall count toward regular salary schedule advancement, if any, and retirement
7 credit.

8 Employees on sabbatical leave shall be permitted to participate in the District insurance program
9 at their expense. The employee shall, within sixty (60) days following return to active service, submit a
10 comprehensive report to the Superintendent certifying the successful fulfillment of the terms and
11 conditions under which the leave was granted. This comprehensive report shall include:

- 12 • Official transcripts of all completed course work
- 13 • A complete travel itinerary
- 14 • Recommendation of how the sabbatical leave results may be shared with students and staff
- 15 • A complete file of all pertinent materials either developed or collected during the leave, and a
16 recommendation for use within the District.

17 Failure to satisfactorily provide this report shall constitute a failure of leave condition and shall
18 result in forfeit of all leave compensation.

19 The employee shall be reinstated to the classification held immediately prior to the sabbatical
20 leave, unless the employee and the District mutually agree to an alternate classification.

21 Sick Leave

22 The purpose of sick leave utilization shall be for physical and mental disability absences which
23 are medically necessary and caused by illness, injury, or quarantine. Two days of additional sick leave
24 will be awarded each full time unit member who does not utilize any sick leave during the school year.
25 One day of sick leave will be awarded each full-time unit member who utilizes only one day of sick leave
26 during the school year. An employee covered by this agreement, employed less than full time shall be
27 entitled to sick leave bonus days in the same ratio that their employment bears to full time employment.
28 Up to two absences due to recognized religious holidays shall not be counted against employee's 100%
29 attendance.

30 An employee covered by this Agreement employed five (5) days per week for a full contract year
31 shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization. An
32 employee covered by this Agreement employed less than full time shall be entitled to sick leave in the
33 same ratio that their employment bears to full time employment. A unit member on an extended contract
34 (more than 184 days of service) shall be entitled to additional sick day leave beyond the standard
35 allotment of ten (10) days. Unit members working at least 201 days will accrue one (1) additional day.
36 Those working at least 219 days will accrue two (2) additional days. The maximum allotment for any year
37 will be 12 days. Fractional days will not be allotted.

1 An employee exercising a leave of absence provision shall notify the immediate supervisor of
2 their need to be absent from service as soon as known, but in no event later than reasonable notice
3 necessary to secure substitute services.

4 The notification described herein shall also include an estimate of the expected duration of the
5 absence.

6 An employee becoming aware of the need for absence due to surgery, pregnancy, or other
7 predictable or priorly scheduled cause shall submit a statement from their attending physician as far in
8 advance of the initial disability date as possible. The physician's statement shall include the beginning
9 date of disability, the cause of the disability, and the anticipated date of the return to active service.

10 Upon exhaustion of all current year sick leave credit, an employee who continues to be absent
11 due to illness or accident for a period of 100 service days or less, shall receive regular salary based on
12 any remaining accrued sick leave. Upon exhaustion of all accrued sick leave, the employee shall receive
13 difference pay (the difference between the employee's regular salary and the substitute rate), for the
14 balance of the 100 service days period only. If the difference pay between the substitute rate and the
15 employee's salary is less than 50% of the employee's daily rate, the employee shall receive the greater
16 amount. The 100 service days period shall begin to run upon the exhaustion of all current year sick
17 leave. In no event shall the employee receive difference pay beyond the 100 service days period of
18 absence during any school year.

19 The employee shall provide, upon District request, additional verification of the use of these leave
20 provisions.

21 An employee who has experienced a disability absence requiring surgery, hospitalization, or
22 extended medical treatment shall be required to submit, prior to return to active duty, a medical statement
23 indicating an ability to return to his or her position classification. The employee's ability to return to his or
24 her position and to perform the essential functions thereof. If the employee is not able to perform the
25 essential functions of his or her position, the physician's order shall identify the employee's functional
26 limitations so that the employee and the District can engage in an interactive process of identifying
27 reasonable accommodations.

28 An employee shall not be allowed to return to service and shall be charged with one (1) additional
29 day of sick leave absence if the employee fails to notify the District of intent to return to duty two (2) hours
30 prior to the close of the preceding work day, and by such notification failure, a substitute is secured.

31 Personal Necessity Leave

32 Employees covered by this Agreement who have sufficient unused sick leave credit are eligible
33 for up to ten (10) days of compensated personal necessity leave annually.

34 Personal Necessity leave may be utilized for circumstances that are serious in nature, or are of
35 immediate need, or necessitate family attention, which cannot be expected to be disregarded, and cannot
36 be dealt with during off duty hours. If not an emergency or unforeseen situation, employees shall submit
37 an Employee Absence Report to notify their immediate supervisor three (3) days prior to a personal

1 necessity day.

2 Two (2) of the ten personal necessity days may be used at the employee's discretion, but may
3 not be taken on a district professional development day. "Discretionary" days are listed as such in the
4 substitute system, but are personal necessity days.

5 In the case of an emergency when the three (3) day notice is impossible, the unit member shall
6 notify their immediate supervisor of their need to utilize said leave as soon as that need is known, but in
7 no event later than the reasonable notice necessary to secure substitute service.

8 For all personal necessity leave, the employee shall make every reasonable effort to comply with
9 the District procedures designed to secure substitutes and shall notify the immediate supervisor of the
10 expected duration of the absence.

11 The employee shall provide, upon District request, additional verification of the use of these leave
12 provisions.

13 Any unit member currently on year one of a Leave of Absence must notify the Assistant
14 Superintendent of Human Resources or designee of their desire to return to a certificated position or
15 apply for a second year leave of absence no later than March 1st of that year. If the unit member does not
16 notify the Assistant Superintendent of Human Resources or designee in writing of an intent to return to
17 next school year, a unit member must request a Leave of Absence or request a second year of leave by
18 March 1st of the first year of leave. Failure to do so forfeits the right to request a second consecutive year
19 of leave.

20 Parental Leave

21 During each school year, a unit member may use sick leave for purposes of parental leave for a
22 period of up to twelve (12) workweeks. When a unit member has exhausted all available sick leave
23 including all accumulated sick leave, and continues to be absent from duty on account of parental leave
24 pursuant to Government Code section 12945.2 the unit member shall be compensated at no less than
25 fifty (50) percent of his/her regular salary for the remaining portion of the twelve (12) workweek period of
26 parental leave.

27 The twelve (12) workweek period shall be reduced by any period of sick leave, including
28 accumulated sick leave, taken during a period of parental leave.

29 A unit member shall not be provided more that (1) twelve-week period for parental leave during
30 any twelve (12) month period.

31 Parental leave shall run concurrently with parental leave taken pursuant to Government Code
32 section 1294.2. The aggregate amount of parental leave under this article and section 1294.2 of
33 Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.

34 Notwithstanding Government Code 12945.2(a), a unit member is not required to have one
35 thousand, two hundred fifty (1,250) hours of service with the District during the previous twelve (12)
36 month period in order to take a parental leave. However, the member must have been employed by the
37 District for at least 12 months prior to the beginning of the parental leave.

1 Parental leave means leave for reason of birth of a child of the unit member or placement of a
2 child with the unit member in connection with adoption or foster care of the child by the unit member.
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1 **ARTICLE XV: EVALUATION**

2 The Association and the District agree that the following evaluation procedures shall be followed
3 during the term of this Agreement:

- 4 1. An orientation concerning evaluation procedures (and materials related thereto) shall be given
5 employees covered by this agreement within twenty (20) working days following the beginning of
6 an annual or temporary assignment.
- 7 2. Employees shall submit to their evaluator within forty (40) working days of the beginning date of
8 initial service, a listing of proposed objectives to be used in fulfilling the responsibilities of their
9 assignment. In addition, a proposed set of measurement instruments shall be available to the
10 evaluator for use in determining the extent to which the proposed objectives will be met.
- 11 3. The evaluator, after receipt of the proposed objectives and related measurement instruments
12 from the employee, shall provide the employee with a copy of the actual objectives and
13 measurement activities selected from those proposed which may be supplemented by objectives
14 from evaluator. These objectives and measurement activities may be assigned completion dates
15 and incorporated in the annual or bi-annual evaluation of an employee in any given year. The
16 objectives and related measurement activities utilized shall be in conformity with the employee's
17 job description prescribed by the District.
- 18 4. The evaluator shall conduct classroom instructional observations and gather data related to the
19 employee's performance, which the evaluator believes to be related to:
 - 20 a. the objectives and measurement instruments described herein above, and,
 - 21 b. the criteria for employee evaluation and appraisal established by District guidelines and
22 utilized in maintaining a uniform system of evaluation for certificated employees of the
23 District.
- 24 The evaluator shall within ten (10) working days of the receipt of a request from an employee
25 provide the employee with a written copy of the classroom instructional observation which the
26 evaluator conducted. The observation shall contain a summary of the instructional activities
27 observed and any suggestions for improvement.
- 28 The classroom instructional observations and data gathering activities described herein shall be
29 conducted at the discretion of the evaluator and shall be included in the employee's primary
30 personnel file.
- 31 5. Permanent certificated employees shall be given their summative evaluations no later than 30
32 days prior to the end of their work year.
- 33 6. The evaluator shall prepare a written evaluation utilizing the District's evaluation form which shall
34 contain an appraisal of the employee's performance. In preparing the evaluation document, the
35 evaluator shall utilize only data that has been personally substantiated.
- 36 In the event that the observation report or the evaluation document contain derogatory
37 statements, the employee shall be provided with specific notice and shall be given an opportunity

1 to prepare written comments related to the derogatory statements within ten (10) working days of
2 the receipt of said document. The observation report and the evaluation document, as well as the
3 employee's written comments, if any, shall be placed in the employee's primary and permanent
4 personnel file repository.

- 5 7. Permanent employees with ten (10) years of service and only satisfactory evaluations with the
6 Newhall School District will be provided with a written evaluation of their performance at least
7 once every four (4) years. If an evaluation is requested of a permanent status teacher more
8 frequently than currently negotiated or than the minimum evaluation cycles defined by education
9 code, the evaluating administrator shall meet with the employee to discuss the reasons why an
10 additional evaluation is deemed necessary. An annual evaluation may be conducted at the
11 discretion of the evaluator. Permanent employees who receive an unsatisfactory evaluation shall
12 participate in The Peer Assistance and Review Program. Probationary employees shall be
13 provided a written evaluation of their performance at least once each year. The evaluation
14 judgments and perceptions contained in the observation reports and the written evaluation
15 document prepared by the evaluator shall not be subject to the grievance procedures described
16 in Article X of this Agreement.

1 **ARTICLE XVI: ASSOCIATION MEMBERSHIP**

2 1. Employee Rights

3 The District and the Association recognize the right of employees to form, join and participate in
4 the lawful activities of employee organizations and the equal, alternative right of employees to
5 refuse to form, join and participate in employee organizations. Accordingly membership in the
6 Association shall not be compulsory.

7 2. Organizational Security

8 2.1 A bargaining unit member has the right to choose to:

9 - become an Association member, or decline to join.

10 3. Exemptions From Article

11 3.1 Bargaining unit members on leave without pay and bargaining unit members who are laid
12 off shall not be subject to the provisions of this Article.

13 4. Dues Deductions

14 The Newhall Teachers Association has the exclusive right to have employee organization
15 membership dues deducted by the District for employees in the bargaining unit, without charge.

16 4.1 The District shall deduct, in accordance with the Association dues wages of all unit
17 employees who have submitted payroll deduction authorization forms to the Association.
18 Such authorization forms shall remain in effect unless and until expressly revoked in
19 writing by the employee and submitted to the Association. Unit employees, in lieu of
20 payroll deductions, may pay dues directly to the Association.

21 4.2 The Association may request a change in payroll deductions of Association members
22 provided an authorized Association officer submits a written request to the District for
23 such an adjustment and provided further that at least thirty (30) calendar days prior to the
24 change an authorized Association officer has furnished the District with evidence that the
25 Association provided written notification to its members of the requested change. Such
26 change shall consist of either: a total annual dues change; an increase or decrease in
27 dues requirements; or, an increase or decrease in authorized deductions by a member or
28 members for Association-approved items.

29 4.3 The District shall remit to the Association all dues collected with an accompanying
30 alphabetical list of all unit members for whom dues deductions have been made.

1 **ARTICLE XVII: SUMMER SCHOOL SERVICE**

2 The District and the Association agree that Summer School/Intersession assignments shall be
3 voluntary. Further, the District agrees to post all Summer School/Intersession vacancies at each school
4 site no later than May 15 of any year.

5 The District agrees that regular full-time teachers shall be given employment consideration prior
6 to the employment of teachers who do not service the District on a regular full-time basis. Notification of
7 Summer School/Intersession service shall be confirmed in writing no later than June 1 of any year.

8 Notice of Vacancies

9 No later than May 15, the District shall notify unit members of all available certificated positions
10 for summer school. The notice shall contain the following information:

- 11 1. Location of position
- 12 2. Credential required
- 13 3. Hours and days of work
- 14 4. Salary

15 Unit members may apply for any available position at any time before the closing date for
16 application, which shall not be less than five (5) days after the posting of positions.

17 Criteria for Selection – Regular/Special Education:

18 The District shall select the certificated employees for Summer School/Intersession on the basis
19 of the following criteria:

- 20 1. Possession of the required credential, and
- 21 2. Previous experience in teaching the class or grade level required by the position.

22 Class Size

23 The maximum number of students per class shall not exceed the maximum permitted by state
24 law.

25 Accident and Illness Leave

26 Summer School/Intersession employees shall be entitled to one (1) day's absence for accident or
27 illness with full pay. Leave beyond one (1) day shall be without pay.

28 If an employee teaching Summer School/Intersession does not use the one (1) day absence
29 leave, that day will accrue towards the employee's regular sick leave.

30 Salary

31 Extended School Year (ESY) General Education summer school, and Intersession teachers will
32 receive the contractual extra duty pay rate for assigned instructional hours, preparation time, and required
33 meetings authorized in advance by the summer school administrator/Director of Intersession.

ARTICLE XVIII: SHARED CERTIFICATED CONTRACTS

1. Shared certificated contracts or job-share shall refer to two (2) teachers sharing one (1) full time teaching assignment.
2. Teachers who teach in self-contained classrooms, grades TK-6, are eligible to apply for job-sharing assignments.
3. Two (2) teachers shall share an assignment for a minimum of one year.
4. Should one of the teachers in the job-share arrangement not be able to complete the year, the other teacher will have one month to attempt to find a satisfactory replacement. The principal must approve the replacement. Should a suitable replacement not be found, the District may require the remaining partner to return to full-time teaching to fulfill the obligation that the two job-share teachers had agreed to provide.
5. When a job-share agreement terminates, the two teachers agree, with the approval of the principal, that one of them will assume the class assignment that they have been sharing, and the other shall take a voluntary transfer/reassignment. Should the two (2) teachers fail to reach an agreement, the teacher with the greatest seniority in the District will choose whether to assume the assignment or take the transfer/reassignment.
6. Job-shared positions will be filled only by permanent full-time teachers sharing an assignment at 50%/50% or 40%/60% who have jointly agreed to work together and have submitted a written proposal for shared teaching to the principal. The proposal must be received before March 1st, prior to the year in which the job-share assignment will be requested. If approved, it will be forwarded to the Assistant Superintendent, Human Resources, by April 1st.
7. If the request for job sharing is denied and if the affected employee(s) request(s) it, the reason for denial shall be put in writing and sent to the employee(s).
8. The job-sharing participants' wages, benefits, and paid leaves shall be on a prorated basis relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the participants exceed the amount the District would have paid if the job had not been shared.
9. Job-share participants shall receive salary schedule increments on a prorated basis, provided however, that no movement on the salary schedule shall occur until the teacher has accrued at least one year's worth of credit. STRS and attainment of permanency shall be governed by applicable statutory provisions and are not affected by this position.
10. Both teachers are required to attend all District mandated staff development, District in-service, the pre-service staff meeting, and a part of the first day of school. Both teachers shall attend regularly scheduled parent conferences, Back-to-School Night, and Open House on the dates established by their school. When a job share participant attends district in-service training on a non-workday and during school hours, he or she will be compensated at the teacher's daily rate. Job share participants who substitute on their non-scheduled days will be paid the highest daily

1 substitute rate.

2 Other responsibilities associated with the teaching assignment which occur outside of the regular
3 workday will be shared by the two teachers, subject to the approval of the principal.

4 11. Both teachers will be responsible for sharing with one another all information pertaining to their
5 mutual assignments, including information from staff meetings and in-services.

6 12. The District reserves the sole right to review the effectiveness of the shared positions, and to
7 determine whether or not to continue them on a year-by-year basis. A unit member on a shared
8 teaching assignment must notify the District by March 1st if she/he wishes to reapply for a similar
9 shared teaching assignment for the upcoming school year.

10 13. The District will use the following criteria in consideration of job-sharing requests:

- 11 1. Quality of previous service to the District.
- 12 2. Compatibility of teaching styles of the team members, as determined by the
13 Principal.
- 14 3. The impact of the potential shared teaching assignment upon the school
15 involved.
- 16 4. The needs and efficient operation of the school/district.
- 17 5. Successfully meeting the educational needs of students.

18 Partial Certificated Contracts

19 1. A partial contract refers to one teacher contracted to work for less than 100%. Teachers may be
20 hired on a partial contract, or apply for a Leave of Absence for the part of a 100% contract if
21 already in a 100% contract.

22 2. A partial contract participant's wages, benefits, and paid leaves shall be on a prorated basis
23 relative to the actual time worked. In no event shall the total amount of health and welfare
24 benefits for the participants exceed the amount the District would have paid if the job had not a
25 percentage less than 100%.

26 3. A partial contract participant shall receive salary schedule increments on a prorated basis,
27 provided however, that no movement on the salary schedule shall occur until the teacher has
28 accrued at least one year's worth of credit. STRS/PERS and attainment of permanency shall be
29 governed by the applicable statutory provisions and are not affected by this position.

30 4. A partial contract teacher is required to attend all District mandated staff development. District in-
31 services, the pre-service staff meeting, and part of the first day of school. Partial contracted teachers
32 shall attend regularly scheduled parent conferences (when applicable), Back-To-School Night, and Open
33 House on the dates established by their school. When a partial contract teacher attends district in-service
34 training on a non-work day and/or outside of contracted work hours he or she will be compensated at the
35 rate applicable to a day-to-day substitute teacher.

1 **ARTICLE XIX: MAINTENANCE OF BENEFITS**

2 The employer agrees that the District shall not reduce or eliminate any teacher benefit as defined
3 by the Scope of Representation in Government Code Section 3543.2 during the term of this Agreement.
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ARTICLE XX: SAVINGS PROVISION

 If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

1 **ARTICLE XXI: CONCERTED ACTIVITY**

2 The Association agrees it will not call or sanction a strike, work stoppage, slow-down, picketing or
3 refusal to perform job functions and assigned responsibilities. Additionally, it is agreed that there shall be
4 no interference with the operations of the District by the Association during the term of this Agreement,
5 including compliance with the request of other labor organizations to engage in such activity.

6 The Association recognizes the duty and obligation of its representatives to comply with the
7 provisions of this Agreement and to make every effort toward inducing all employees to do so. In the
8 event of a violation of this Article, the Association agrees in good faith to take all necessary steps to
9 cause those employees to cease such action.

10 It is understood that in the event this Article is violated the District shall be entitled to withdraw
11 any rights, privileges or services provided the Association during the period of the concerted activity.

12 If impasse provisions of Government Code Section 3548 through 3548.4 are exhausted, parties
13 agree to suspend the above provisions of this article.

1 **ARTICLE XXII: CONCLUSION OF MEET AND NEGOTIATION**

2 During the term of this Agreement, the Association and the District expressly waive their right to
3 modify or meet and negotiate with the intent to change the provisions of this Agreement. It is further
4 agreed that the District and the Association shall not be obligated to meet and negotiate with respect to
5 any subject or matter whether referred to or covered by this Agreement.

1 **ARTICLE XXIII: SAFETY CONDITIONS**

2 The District shall assume the responsibility of investigating all conditions which are reported to be
3 unsafe, hazardous, unhealthy or potentially dangerous and shall take necessary steps to have the
4 conditions remedied. The District shall institute such emergency safety precautions as deemed
5 necessary. Within the scope of its manpower and financial resources, the District shall make every
6 reasonable effort to conform to applicable safety standards.

1 **ARTICLE XXIV: EMPLOYEE DISCIPLINE**

2 The Association and the District recognize: (1) the obligation of unit members to demonstrate
3 professionalism in the course of their day to day duties, and (2) the importance of the opportunity for unit
4 members whose performance is unsatisfactory to avail themselves of remediation and progressive
5 discipline, except in cases where, in the determination of the Superintendent/designee, the offense
6 requires suspension, or, in the determination of the Board, dismissal is warranted.

7
8 Except where the Superintendent determines that the member's conduct requires immediate and
9 more serious corrective action, the District will first utilize progressive corrective action such as:

- 10 • Verbal warning/Recommendation for improvement
- 11 • Conference
- 12 • Written warning
- 13 • Written reprimand
- 14 • Unsatisfactory Evaluation
- 15 • Suspension without Pay
- 16 • Dismissal

17
18 **SUSPENSION WITHOUT PAY FOR SERIOUS MISCONDUCT**

19 A written notice of the proposed suspension without pay for up to 15 days may be provided to the unit
20 member only by the Superintendent.

21
22 The notice of recommendation for suspension will contain:

- 23
- 24 A. A statement of the specific acts or omissions upon which the action is based
- 25 B. A statement of the cause for which the action is recommended
- 26 C. Copies of any documentary evidence upon which the District relies in support of the suspension
- 27 D. Where applicable, the Education Code section policy, rule, regulation, or directive violated;
- 28 E. The penalty proposed and the date(s) on which the suspension shall take place;
- 29 F. A statement that informs the unit member of his or her rights to appeal the suspension under this
30 Article; and
- 31
- 32 G. A statement of the unit member's right to submit a written response to the notice of suspension
33 for inclusion in the personnel file within 10 days.
- 34

35 The unit member shall have an opportunity to meet with the Superintendent concerning the
36 recommended suspension, and to be represented by the Association in such meeting and in all meetings
37 of such subsequent steps of the process.

1 In the meeting, the unit member shall have an opportunity to provide his or her version of the events, and
2 any reasons why he or she believes that this suspension should not be implemented.
3

4 Suspensions without pay of 5 days or less are appealable to the Board within 10 days of receipt of the
5 written notice. The Appeal will consist of the Board's written review of the record. The Board may, but
6 shall not be required to hold a closed session concerning the matter to allow each party a brief
7 opportunity to summarize their position. The Board may uphold or reduce, but not increase the number of
8 days. The Board's decision shall be provided in writing, and shall be final.
9

10 Within 10 calendar days of the receipt of a written notice of suspension of 6 through 15 days, the unit
11 member may appeal the proposed suspension by filing a written request with the Superintendent. The
12 governing Board shall conduct an evidenciary hearing, or it may appoint a hearing officer to do so on its
13 behalf. The District shall present evidence in support of the recommended suspension of six or more
14 days. In order to sustain the suspension without pay, the hearing officer must determine that the
15 suspension is warranted by a preponderance of the evidence. The written decision of the hearing officer
16 shall be provided to the unit member in writing, and shall be final.
17

18 This Article does not limit the District's right to evaluate unit members in accordance with the provisions of
19 this Agreement or state law, nor does it limit the District's right to issue notices of unsatisfactory
20 performance or unprofessional conduct under Education Code section 44938. This Article does not in
21 any way limit the District's right under state law to institute dismissal proceedings, to impose immediate
22 suspensions for optional or mandatory leave of absence offenses when so called for under the provisions
23 of the California Education Code.
24

25 Suspension under this Article shall not deprive the unit member of seniority, health and welfare benefits,
26 or the right to reimburse the District for any payroll deduction from the member's paycheck, including, but
27 not limited to, organization dues, credit union payments, charitable contributions, tax sheltered annuities,
28 or insurance premiums.
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1 **ARTICLE XXV: TERM**

2 This collective bargaining agreement shall remain in full force from July 1, 2023, up to and
3 including June 30, 2026; and thereafter shall continue in effect year-by-year. Negotiations for the 2024-
4 2025 and the 2025-2026 school year shall be limited to salary, benefits, calendar, and one other article
5 per party, as well as all Side Letters and MOU's. The District and Association shall also reopen any other
6 matters of mutual interest.

7 NOW, whereof, this Agreement is entered into on the date indicated below and as indicated
8 herein:

9 Date: 1/28/2025

 Date: 1.28.2025

10 Leticia Hernandez
11 Dr. Leticia Hernandez

12 Superintendent

Amanda Montemayor
 Amanda Montemayor
13 Assistant Superintendent, Human Resources
14 NSD Lead Negotiator

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17
18 Ratified by the Newhall Teachers Association/CTA/NEA:

19 Date: 01/25/2025

20 Melanie Musella
21 Melanie Musella

22 NTA President

Katie Harman
 Katie Harman

23 NTA Lead Negotiator

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25
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27 Approved by the Newhall School District Board of Trustees:

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29
30 Date: 01/28/2025

Ernesto Smith

31 Ernesto Smith

32 President, Governing Board
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NEWHALL SCHOOL DISTRICT
NTA CERTIFICATED SALARY SCHEDULE - 2024 / 2025

STEP:	Column I B.A. to 29	Column II B.A. + 30	Column III B.A. + 45	Column IV B.A. + 60	Column V B.A. + 75
1	61,406	61,408	61,409	62,777	66,585
2	61,409	61,409	61,825	65,633	69,439
3	61,409	61,409	64,681	68,483	72,289
4	61,409	63,726	67,529	71,335	75,143
5	62,777	66,585	70,383	74,190	77,991
6	65,633	69,439	73,604	77,432	81,251
7	68,483	72,289	76,475	80,296	84,117
8		75,143	79,343	83,162	86,991
9		77,995	82,210	86,035	89,855
10		80,850	85,076	88,904	92,726
11			87,947	91,765	95,589
12			90,813	94,632	98,461
13			93,690	97,491	101,298
14			97,018	100,824	104,621
15			100,347	104,155	107,958
16			103,678	107,478	111,288

All unit members will be paid on a 12 month pay cycle.

Extra duty/extra pay assignment compensation effective November 15, 2023: \$50 per hour

The attainment of a Master's Degree shall be compensated at \$1,000 annually above the regular salary schedule placement.

The attainment of a Doctorate will be compensated at \$1,000 annually.

Employees shall be compensated a one-time longevity amount above the regular salary schedule placement as follows: Will not be cumulative.

Longevity:	Amount
Reaching the 18th-19th year of full-time District Service	\$500
Reaching the 20th-23rd year of full-time District Service	\$1,000
Reaching the 24th year of full-time District Service	\$1,500
Reaching the 25th-27th year of full-time District Service	\$2,000
Reaching the 28th-29th year of full-time District Service	\$2,500
Reaching the 30th year of full-time District Service	\$4,000

Grandfathered longevity for employees hired prior to July 1, 1988:

Longevity:	Amount
Reaching the 25th year of full-time District Service	\$3,000
Reaching the 30th year of full-time District Service	\$6,000

Stipends:

See Article VII: Salary p. 13 of Collective Bargaining Agreement for all stipends.

NEWHALL SCHOOL DISTRICT

NTA SPEECH/LANGUAGE PATHOLOGIST SALARY SCHEDULE - 2024/2025

STEP:	Column I B.A. to 29	Column II B.A. + 30	Column III B.A. + 45	Column IV B.A. + 60	Column V B.A. + 75
1	67,548	67,550	67,552	69,056	73,242
2	67,552	67,553	68,009	72,198	76,384
3	67,552	67,553	71,148	75,331	79,517
4	67,553	70,101	74,282	78,471	82,657
5	69,056	73,242	77,423	81,609	85,792
6	72,198	76,384	80,966	85,173	89,379
7	75,331	79,517	84,120	88,326	92,531
8		82,659	87,278	91,480	95,688
9		85,795	90,431	94,638	98,840
10		88,934	93,584	97,795	101,999
11			96,742	100,943	105,151
12			99,895	104,095	108,307
13			103,059	107,242	111,430
14			106,720	110,908	115,084
15			110,381	114,570	118,752
16			114,046	118,228	122,416

All unit members will be paid on a 12 month pay cycle.

Extra duty/extra pay assignment compensation effective November 15, 2023: \$50 per hour

The attainment of a Master's Degree shall be compensated at \$1,000 annually above the regular salary schedule placement.

The attainment of a Doctorate will be compensated at \$1,000 annually.

Employees shall be compensated a one-time longevity amount above the regular salary schedule placement as follows: Will not be cumulative.

Longevity:	Amount
Reaching the 18th-19th year of full-time District Service	\$500
Reaching the 20th-23rd year of full-time District Service	\$1,000
Reaching the 24th year of full-time District Service	\$1,500
Reaching the 25th-27th year of full-time District Service	\$2,000
Reaching the 28th-29th year of full-time District Service	\$2,500
Reaching the 30th year of full-time District Service	\$4,000

Grandfathered longevity for employees hired prior to July 1, 1988:

Longevity:	Amount
Reaching the 25th year of full-time District Service	\$3,000
Reaching the 30th year of full-time District Service	\$6,000

Stipends:

See Article VII: Salary p. 13 of Collective Bargaining Agreement for all stipends.

NEWHALL SCHOOL DISTRICT
NTA PRESCHOOL SALARY SCHEDULE - 2024/2025

Job Title	Step 1	Step 2	Step 3	Step 4
Preschool Instructor	20.66	21.53	22.39	23.31
*Preschool Instructor/ Site Supervisor	20.66	21.53	22.39	23.31
Preschool Instructor - Bil.	21.13	21.98	22.87	23.76

***Site Supervisor Stipend:**

A Preschool Instructor who also serves as the Site Supervisor shall be compensated at \$2,500 annually above the regular salary schedule placement. This stipend will be prorated per FTE and service month and issued twice per fiscal year, December and June.

Longevity increments:

An employee who reaches the 8th, 13th, and 19th year of District service shall receive an additional percentage to their base salary step as follows:

8th year at 4%	\$ 24.24	\$ 24.71
13th year at 8%	\$ 25.17	\$ 25.66
19th year at 12%	\$ 26.11	\$ 26.61

Employees serving less than full time, but more than half time, shall be eligible for district insurance benefits as provided and prorated below:

50-60%	50% of district contribution
61-70%	60% of district contribution
71-80%	75% of district contribution
81-86%	85% of district contribution
87-100%	100% of district contribution

Employees serving in these positions shall be entitled to sick and vacation leave. Days of leave shall be proportional to hours/months worked.

Sick earnings recap: 1 day per month of service
 Vacation earnings recap: Year end pay off
 1 day per month of service
 1.25 days after completion of 5 years
 1.50 days after completion of 10 years
 1.75 days after completion of 15 years
 2 days after completion of 20 years

NEWHALL SCHOOL DISTRICT

APPENDIX B

MEET AND NEGOTIATE PROCEDURAL RULES

The following procedural rules shall govern the conduct of negotiations between the Newhall Teachers Association and the Newhall School District until changed or amended by the mutual agreement of the parties:

1. The parties shall each designate no more than seven (7) representatives for the purpose of negotiating at the table on behalf of their constituencies. In addition, the president of NTA shall have the option of attending bargaining session.
2. The District shall budget the sum of \$6,000 for the negotiation process.
 - First call on the \$6,000 shall be release time.
 - Second call on the \$6,000 shall be compensation of Association negotiation team members for non-duty service hours at the curriculum development hourly rate.
3. No more than two consecutive days of release time may be used without the mutual consent of both parties.
4. No portion of the release time shall be less than half ($\frac{1}{2}$) day increments.
5. District employees utilizing this release time shall follow normal district procedures for prior notification of absence.
6. Parties will make a good faith effort to utilize a minimum number of release time days. If, by mutual agreement, more than five (5) days are deemed necessary, the release day allocation may be increased up to a maximum of eight (8) days.
7. Each party stipulates that it possesses the authority to negotiate for its respective constituency, and following tentative agreement, will submit and support such agreements in all deliberations with its respective constituency.
8. Meetings will be scheduled at the mutual convenience of the respective negotiating teams. Time blocks include, but are not limited to: full day: 8:30 a.m. - 4:00 p.m.; half day: 8:00 - 11:30 a.m. or 12:30 - 4:00 p.m.; non-duty hours, etc.
9. The negotiating meetings will be conducted in a confidential setting.
10. Specific ground rules shall be mutually determined by both parties prior to each negotiation "season" and shall be considered a part of these procedural rules as if fully contained therein.
11. The parties agree that no mechanical or electronic recording device shall be used in any negotiation session.

NEWHALL SCHOOL DISTRICT

APPENDIX C

SIDE LETTER

**PROVISION OF SUBSTITUTE TEACHER
FOR SPEECH AND LANGUAGE AND RESOURCE SPECIALIST PROGRAM**

1. Speech and Language

If available, and at the Speech and Language teacher's request, the District will provide for an appropriately credentialed substitute teacher for pupil instruction days for the following:

- a) Prearranged absences.
- b) Non-prearranged absences after two (2) pupil instruction days.
- c) The S/L teacher has left a schedule and lesson directions to meet the needs of the S/L students to be served on the days of absence.

2. Resource Specialist Program (RSP)

The District, at the RSP teacher's request, will provide for a substitute teacher for the RSP teacher for pupil instruction days provided:

- a) The RSP substitute can be a regularly credentialed teacher, as long as she/he has been trained by an RSP teacher for service as an RSP substitute.
- b) The RSP teacher has left a schedule and lesson directions to meet the needs of the RSP students to be served on the days of absence.

NEWHALL SCHOOL DISTRICT

APPENDIX D

SIDE LETTER

**WITH NTA FOR TERM OF CURRENT AGREEMENT
CONTRACTING OUT BARGAINING UNIT WORK**

The Newhall Teachers Association (NTA) and the Newhall School District (NSD) recognize the shortage of qualified Speech and Language Specialists and acknowledge the District's efforts to recruit and employ such specialists. Further, both parties acknowledge a joint interest in providing required speech and language services to eligible pupils enrolled in District schools.

The District will contract out such services until a qualified Speech and Language Specialist is employed. The District will continue to aggressively recruit and employ such specialists.

NEWHALL SCHOOL DISTRICT

APPENDIX E

SIDE LETTER

MASTER AGREEMENT PEER ASSISTANCE AND REVIEW PROGRAM

1. Purpose

- 1.1. The Peer Assistance and Review Program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies and teaching methods.
- 1.2. The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of teaching methods and instruction. The Program's assistance shall be provided through Consulting Teachers as described in detail in Sections 4.2 and 4.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article XVI of the Agreement and Education Code 44660, et seq., except for making available to the evaluator the results of some unit member's participation in the Program.
- 1.3. The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for Beginning Teachers; third, for Voluntary Participating Teachers.

2. Definitions for purposes of this Document

- 2.1 "Classroom Teacher" or "Teacher"
Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article XV of the Agreement.
- 2.2 "Participating Teacher"
A unit member who is a classroom teacher who either volunteers or is required by this Agreement to participate in the Program.
- 2.3 "Hourly Consulting Teacher"
An exemplary teacher meeting the requirements of subsections 4.2.1 that is selected by the Joint Panel to provide Program assistance to a Participating Teacher.
- 2.4 "Beginning Teacher"
Any unit member having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et Seq. This Peer Assistance Program is to be closely coordinated with other District programs for training and assistance to beginning teachers.
"Voluntary Participating Teacher"
Any permanent teacher wanting to engage in a professional growth activity utilizing a Consulting Teacher's assistance.
- 2.5 "Participating Teacher With An Unsatisfactory Evaluation"
A unit member with permanent status whose most recent performance evaluation contained an overall unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction, as specifically designated by Article XVI.7 of the Agreement.
- 2.6 "Principal" or "Evaluating Administrator"

The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Program Outlines

3.1 For Participating Teachers With An Unsatisfactory Evaluation

- 3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas listed in Section 2.6 must participate in the Program.
- 3.1.2 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator after the Participating Teacher received the unsatisfactory rating.
 - 3.1.2.1. These recommendations shall be (written aligned) with student learning, clearly stated, consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).
 - 3.1.2.2. The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.
 - 3.1.2.3. The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.
 - 3.1.2.4. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 4.3.
- 3.1.3. Before April 1 of each year, the Consulting Teacher shall complete a written report evaluating the teacher's participation in the program consisting solely of (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with a copy submitted to the Participating Teacher and the Principal.
- 3.1.4. The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation. The evaluating Principal shall have the discretion as to whether and how to use the results in the annual evaluation.
- 3.1.5. After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.
- 3.1.6. The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority of determining whether the Participating Teacher has been able to demonstrate satisfactory improvement.

- 3.1.7. The consulting Teacher shall conduct multiple classroom observations of each Participating Teacher.
- 3.1.8. The Consulting Teacher's report on the participation in the Program, as defined in subsection 3.1.3 above, shall be made available to the District for placement in the Participating Teacher's personnel file if referenced by the Principal in the annual evaluation.
- 3.1.9. The Joint Panel will make an annual report to the Governing Board and the association representative regarding the program's impact, improvements to be made in the Program, and any recommendations regarding Program participants, including forwarding the names of the permanent teachers with unsatisfactory evaluations who, after sustained assistance are unable to demonstrate satisfactory improvement.

3.2 For Beginning Teachers

- 3.2.1. A Consulting Teacher may be assigned to one or more Beginning Teachers to provide assistance. In the first year, the Consulting Teacher shall concentrate the assistance in the area of the District's Teaching Standards. In the second year, the Consulting Teacher will focus the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance.
- 3.2.2. A Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
- 3.2.3. Because Beginning Teacher participation in the Program is not legally mandated neither the Consulting Teacher nor the Joint Panel will make written reports regarding the individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program. The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the Governing Board and the Association on the overall effectiveness of the Program for Beginning Teachers.

3.3 For Voluntarily Participating Teachers

- 3.3.1 The Program for Voluntarily Participating Teachers will focus on practical application of certain teaching skills or the acquisition of a new subject matter. Each year the Joint Panel, in consultation with the District administration, may select certain curricular areas or skills for emphasis with a select number of Curriculum Experts.
- 3.3.2 The volunteering teacher must submit to the evaluating Principal a written plan. If the plan is approved by the Principal and involves a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Principal and the Voluntarily Participating Teacher for planning and coordinating the plan.
- 3.3.3 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Panel will forward to the Board the names of volunteer teachers participants. Any reports to the Governing Board or the Joint Panel will be made only as required by the individual plan.

4. Governance and Program Structure

4.1. Joint Panel

- 4.1.1 The Peer and Assistance and Review Program will be administered by a Panel consisting of seven members, four certificated classroom teachers selected by the certificated classroom teachers and three administrators appointed by the district. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 4.2.1, and they shall be appointed by the executive board of the Association. In the first year, one member will serve one year, one member – two years, and one member – three years. The members will have the ability to reapply to serve an additional term.
- 4.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and Program plan and budget. Failing consensus, decisions will be made by majority vote. Five of the seven Panel members will constitute a quorum for purposes of meeting and conducting business.
- 4.1.3 The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:
 - Submitting to the Governing Board and the Association an annual evaluation of the Program's impact, including recommendations regarding Participating Teachers with unsatisfactory evaluation, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
 - Assigning Consulting Teachers' reports on Participating Teachers with permanent status referred to the Program because of unsatisfactory evaluations;
 - Evaluating the effectiveness of the Consulting Teachers in the role of Consulting Teacher;
 - Coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
 - Forwarding to the Personnel Office at the end of the year all the records regarding the Program and these records shall be filed separately from the individual personnel records, except as set forth in section 3.1.8 in this document; and
 - Establishing internal operating procedures and regulations necessary to carry out the requirements of Education Code and this document, including a procedure for selecting the Joint Panel's chair.
- 4.1.4 The Panel shall use the following procedure for establishing the annual Program plan and budget:
 - (a) By May 1 of each fiscal year the Panel will establish a Program plan budget for the succeeding year, which will include:
 - The estimated state revenues for the Program;
 - The estimated expenditures;
 - Projected number of Participating Teachers;
 - Projected (full and part-time) number of Consulting Teachers needed to service the projected need;

- Released time for the Panel and Consulting Teachers;
 - Pay for Panel members and consulting Teachers that is consistent with the pay parameters established by the negotiating parties;
 - Pay for Consulting Teachers, and
 - Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
- (b) By June 1, the tentative Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the tentative plan/budget is not approved by both parties, it may be modified by mutual agreement. By July 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as directed by the Board of Trustees.

4.2 Consulting Teachers

4.2.1 Minimum qualifications for Consulting Teacher/Hourly Consulting Teacher:

- ◆ A credentialed classroom teacher with permanent status and at least five years of recent teaching experience;
- ◆ A Retired or a fully experienced credentialed teacher with at least 5 years of recent teaching experience.
- ◆ Demonstrated exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
- ◆ Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or district committees.

4.2.2 Consulting Teacher positions shall be filled by the District through an application process.

When a position is available teachers qualified to be a consulting teacher can submit a letter of interest which shall include at least one reference from individuals who have direct knowledge of the applicant's abilities for the position. The panel's procedures for selecting Consulting Teachers may include provisions for classroom observation of Consulting Teacher candidates. All letters of interest and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent. The Joint Panel can actively recruit and select consulting teachers.

4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year.

4.2.4 A Consulting Teacher's term will be two years. Hourly consulting teachers will be assigned on an as needed basis. After completing service as a Consulting Teacher, who was out of the classroom, the Teacher shall be returned to a regular teaching assignment at the beginning of the following school year according to Article XVI.7 of the Agreement. The District will return the PAR Consultant to the same school, track, primary/upper grade or similar non-regular ed. position.

- 4.3 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:
- (a) providing consultative assistance to improve in the specific areas targeted by the evaluating Principal or the District Teaching Standards;
 - (b) meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
 - (c) observations of the Participating Teachers during periods of classroom instruction;
 - (d) allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
 - (e) attending specific training in specified teaching techniques or in designated subject matter;
 - (f) demonstrating good practices to the Participating Teacher
 - (g) maintaining appropriate records of each Participating Teacher.

5. Other Provisions

- 5.1 Functions performed by unit members under this document shall not constitute either management or supervisor functions as defined by Government Code Sections 3540.1(g) and (m).
- 5.2 Unit members who perform functions as Consulting Teachers or Panel member under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.
- 5.3 Records
 - 5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Sections 6250, et seq.) The annual evaluation of the program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - 5.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
 - 5.3.3 All the documents for the Peer Program will be filed by the personnel office separately from the individual personnel records except as set forth in 3.1.8 above.

NEWHALL SCHOOL DISTRICT

APPENDIX F

SIDE LETTER

EXTRA DUTY COMPENSATION for Unit Members in IEPs AND SSTs

The District will compensate unit members on an hourly basis for excessive time spent in IEP's and SSTs.

The following are criteria to be used by unit members when requesting hourly compensation for attendance at IEP's and SSTs:

1. The unit member must be present for the entire IEP meeting or SST meeting.
2. The compensation will only be given for attendance at an IEP meeting or SST meeting which extends 30 minutes or more beyond the 7.5 work day.
3. The hourly amount will be the contractual extra duty pay rate.
4. The administrator attending the IEP or SST meeting must initial and date the extra assignment time sheet **within two days** of the IEP or SST.
5. The extra duty forms must be submitted during the month the IEP or SST meeting is held.
Compensation will be calculated to the nearest 15 minutes and begin from the end of the unit member's contractual time. Compensation will be paid monthly. The extra assignment sheet should be readily available to the entire team.
6. The provisions of this side letter shall be consistent with Article VI.

Approved by the Board: 5/14/02
Revised: June 5, 2012
Revised: March 1, 2016
Revised: 2022

NEWHALL SCHOOL DISTRICT

APPENDIX G

SIDE LETTER

INSTRUCTIONAL PLANNING MINIMUM DAYS

Unit members shall have their instructional day reduced to a minimum day during the school year per current contract. The minimum days shall be determined at the time the school calendar is established.

The time is designated for such activities as:

- Preparation for Back to School Night and/or Open House
- Parent Conferencing
- Grade Level Instructional Planning
- Grade Level Writing Prompt Scoring
- Integration of Assessment Data into Lesson Planning
- Report Card Preparation
- Development of Benchmark or Common Formative Assessments
- Planning of Field Trips or other Grade Level/Site Activities

This time shall not be used for:

- Staff meetings
- District meetings
- Staff development

Approved by the Governing Board: August 16, 2011; Revised September 11, 2018 (TK);
Revised: 2022

NEWHALL SCHOOL DISTRICT
APPENDIX H
SIDE LETTER
CALL BACK COMPENSATION FOR WRITING SUBSTITUTE PLANS
FOR PROFESSIONAL DEVELOPMENT

A unit member will receive the following if an absence was entered into the SMARTFIND system two weeks prior to the date of the District Professional Development (DPD) and the unit member is called back to the classroom duties.

- One (1) hour at the contractual extra duty pay rate if a grade level teacher is called back from ½ day District Professional Development (DPD) release when a substitute is unable to be secured.
- Two (2) hours at the contractual extra duty pay rate if a grade level teacher is called back from a full day of District Professional Development (DPD) release when a substitute is unable to be secured.



**MEMO OF UNDERSTANDING
BETWEEN THE NEWHALL SCHOOL DISTRICT
AND
THE NEWHALL TEACHERS ASSOCIATION
REGARDING:**

NSD Coherent Writing Program for 2024-2025

September 26, 2024 at 3:30 pm

The Newhall School District Coherent Writing Program is critical to our District instruction at all grade levels. Writing Trainers are needed to develop and deliver professional development and teacher support. The Newhall School District will pay NSD teachers who provide writing training during the 2024-2025 school year a total of \$2,500. To earn this stipend, the teacher needs to have participated in all of the following:

- Prepare and deliver up to three (3) grade-level-specific genre writing training
- Provide up to ten (10) hours of new teacher coaching
- Revise and refine writing roadmaps
- Participate in up to three (3) writing collaborative meetings

Any additional work outside of the items listed on this MOU will be compensated at the contracted hourly rate.

This Memo of Understanding shall not constitute a precedent for interpreting the NSD/NTA Agreement. It shall expire on June 30, 2025.

9/26/24
Date

9/26/24
Date

9.26.24
Date

9/27/24
Date

Katie Harman
Katie Harman, NTA Lead Negotiator

Melanie Musella
Melanie Musella, NTA President

Amanda Montemayor
Amanda Montemayor, Asst. Superintendent

Leticia Hernandez
Dr. Leticia Hernandez, Superintendent



**MEMO OF UNDERSTANDING
BETWEEN THE NEWHALL SCHOOL DISTRICT
AND
THE NEWHALL TEACHERS ASSOCIATION
REGARDING:**

Be GLAD Trainers

October 23, 2024

This Side Letter is between Newhall School District ("District") and the Newhall Teachers Association ("NTA").

Upon Board approval, NSD teachers who have been Be GLAD certified, trained, and Board approved in this role will receive a stipend for the 2024-2025 school year when actively using their Be GLAD certification. This \$1,850 stipend includes all of the following:

- Participation in all GLAD planning meetings
- Preparation for training
- Modeling of GLAD strategies at up to three (3) school site staff meetings
- Up to ten (10) hours of individual teacher coaching

When facilitating full-day training during non-contractual days, Be GLAD-certified NSD teachers will be paid an additional \$750 a day.

When facilitating after-school one-hour refreshers, Be GLAD-certified NSD teachers will be paid an additional \$100 a session.

This Side Letter of Agreement does not constitute a precedent for interpreting the NSD/NTA Agreement or for establishing future stipends. It will expire on June 30, 2025.

10-29-24
Date

Katie Harman
Katie Harman, NTA Negotiations

10-29-24
Date

Melanie Musella
Melanie Musella, NTA President

10-29-24
Date

Amanda Montemayor
Amanda Montemayor, Asst. Superintendent

10-30-24
Date

Leticia Hernandez
Dr. Leticia Hernandez, Superintendent



SIDE LETTER OF AGREEMENT
BETWEEN THE NEWHALL SCHOOL DISTRICT
AND
THE NEWHALL TEACHERS ASSOCIATION
REGARDING ARTICLE XV: EVALUATION

October 28, 2024

The Newhall School District ("District") and the Newhall Teachers Association ("NTA") recognize the importance of a teacher evaluation system that is: reflective of current instructional best practices, objective, and grounded in the District's instructional framework. All Parties agree that this language supersedes the current collective bargaining Agreement (CBA) in Article XV: Evaluation. It is the intent of the Parties that a teacher evaluation model continue to be used during the 2024-2025 school year. This Side Letter of Agreement shall not modify the Parties' Agreement except as expressly specified herein and shall not constitute precedent for any further modification of the Agreement. This extension is only applicable to this current school year and does not constitute the establishment of past practice. All Parties agree that Article XV: Evaluation will be an automatic re-opener for the 2025-2026 school year. All parties agree that the timelines outlined below will begin immediately following the roll-out of the updated evaluation article at a mutually agreed upon staff meeting. To this end, the Parties agree to:

Article XV: Evaluation

1. An orientation meeting as a group, or individually if unable to attend the group orientation, shall be given to those who are being evaluated and covered by this agreement within twenty (20) working days following the start of the school year.
2. The evaluator shall conduct a minimum of six (6) planned and/or unplanned 15-20 minute long classroom instructional observations to gather data related to the employee's performance, which the evaluator believes to be related to:
 - a. The goals and mutually agreed upon instructional framework
 - b. The California Standards for the Teaching Profession (CSTP's)
 - c. The criteria for the employee evaluation and appraisal established by District guidelines and utilized in maintaining a uniform system of evaluation for certificated employees of the District
 - d. Mutually agreed upon evaluation tool

The evaluator shall within five (5), working days provide the employee with an electronic copy of the classroom instructional observation that the evaluator conducted. The classroom instructional observations and data gathering activities described herein shall be conducted at the discretion of the evaluator and shall be included in the employee's primary personnel file.

3. Permanent certificated employees shall be given their summative evaluations no later than 30 days prior to the end of the teacher work year.
4. The evaluator shall prepare an electronic evaluation utilizing the mutually agreed upon evaluation tool, which shall contain an appraisal of the employee's performance. In preparing the evaluation document, the evaluator shall utilize only data that has been personally substantiated.

In the event that the observation script or the evaluation document contain statements or marks that the employee does not agree with, the employee shall be given an opportunity to prepare written comments related to the said statements or marks. The observation report and evaluation document, as well as, the employee's written comments, in any, shall be placed in the employee's primary and permanent personnel file.

5. Permanent employees with the (10) years of service and an overall rating of Proficient (formally equivalent to Satisfactory) in their evaluation with the Newhall School District will be provided with a hard copy evaluation of their performance at least once every five (5) years for the 2025-2026 school year. If an evaluation is requested of a permanent status teacher more frequently than currently negotiated, or than the minimum evaluation cycles defined by education code, the evaluating administrator shall meet with the employee no later than twenty (20) working days from the start of the school year to discuss why an additional evaluation is deemed necessary. Permanent employees who score overall unsatisfactory shall participate in the Peer Assistance and Review Program. If a Permanent employee scores overall Basic two (2) consecutive years they shall participate in the Peer Assistance and Review Program.
6. All employees being evaluated shall be provided a hard copy of their evaluation.
7. The evaluation judgements and perceptions contained in the observation scripts and the evaluation document prepared by the evaluator shall not be subject to the grievance procedures described in Article X of this Agreement; however, process violations can be grieved.
8. Evaluation forms shall be placed as an appendix in the contract.

The side letter of agreement shall expire of its own accord on June 30, 2026.

10-28-24
Date

10-28-24
Date

10-28-24
Date

10-30-24
Date

Katie Harman
Katie Harman, NTA Negotiations

Melanie Musella
Melanie Musella, NTA President

A. Montemayor
Amanda Montemayor, Asst. Superintendent

Leticia Hernandez
Dr. Leticia Hernandez, Superintendent