

TENTATIVE AGREEMENT
BETWEEN
NOVATO FEDERATION OF TEACHERS
AND
NOVATO UNIFIED SCHOOL DISTRICT
January 5, 2023 – 1:45 PM

This following is considered a “package proposal.”

SALARY & BENEFITS

Article 16 Compensation

The District accepts NFT’s proposed **13.26%** salary schedule increase to all NFT certificated base salary schedules, **retroactive to July 1, 2022.**

16:3.5 Effective July 1, 2022 all Special Education Teachers shall earn an additional \$1,000.00 per year.

16:3.6 Effective July 1, 2022, a stipend of \$1,000.00 will be paid to Special Education SDC Teachers in addition to the stipend in 16:3.5.

16:3.7 Effective July 1, 2022, Speech Language Pathologists are placed on the Psychologists Salary Schedule.

Article 17: Employee Benefits

[Status Quo]

OTHER REOPENERS

Article 7 Work Year

The work year shall be one hundred and ~~eighty-six (186)~~ **eighty-five (185)** days, inclusive of one hundred eighty (180) instructional days with students; ~~three (3)~~ **two (2)** staff development days and three (3) non-instructional work days. Two (2) work days shall be prior to the school year, and one (1) work day will be at the end of the instructional year.

Article 8 Professional Responsibility

8:2.9 Minimum Days: There will be ~~six (6)~~ **four (4)** minimum days including Open House and Back to School Night. These minimum days will be calendared by District Office Administration with input from NFT, typically through the calendar planning committee. The ~~four (4)~~ **two (2)**

non-Back to School Night or Open House minimum days will be agendized by administrators. ~~Two (2)~~ **One (1)** minimum days will be for grade level/Department collaboration across schools. The other ~~two (2)~~-**one (1)** will be agendized by the principal to meet school needs. Meetings held on minimum days will be no longer than two (2) hours in length unless mutually agreed otherwise by the principal and staff.

8:6 Preparation Time

8:6.1 Teachers working full-time in grades 6-12 shall ~~have~~ **be assigned five (5) periods with student contacts**, the equivalent of two (2) preparation periods per two (2) days one (1) time per week with one (1) preparation period per day for the remaining three (3) days. Full time, 6-12 grade unit members shall be assigned six (6) contiguous periods including one (1) prep period.

8:6.1a **If a site master schedule consists of seven (7) periods, teachers working full-time shall have five (5) periods with student contacts, one (1) duty-free period and one (1) preparation period. The intent of the parties is to create a master schedule that is as balanced as possible across the 7-period day with the goal being to minimize the need for teachers to be on the 1-7 schedule. Assignment to both the first and last period every day, when necessary based on the master schedule, shall be agreed to by the individual teacher or determined by consensus in each department. If consensus cannot be reached, the assignment shall be done by rotation. Bargaining unit members shall be on site ten (10) minutes prior to the end of their duty-free period. Assigned periods shall include the preparation period. Teachers assigned to teach both the first and last period may leave campus during their duty-free period provided they notify the principal or designee. These teachers shall receive a stipend of \$2,000/semester.**

[Exhibit J would need to be edited]

8:6.2 Teachers working full time in grades 4-5 shall have one hundred and fifty (150) minutes preparation time per week provided in segments no less than thirty (30) minutes.

8:6.3 Teachers working full time in grades 1-3 shall have one hundred (100) minutes of preparation time per week.

[Status Quo for 8:6.2 & 8:6.3]

8:10 Effective July 1, 2023 When ~~unit members~~ **classroom teachers** are assigned to work at more than one site **during the same day**, each unit member shall be consulted in order to establish a schedule that provides duty-free lunch time and minimizes use of any preparation time for travel **between sites**. Such unit members shall not be required to attend duplicate faculty (staff) meetings. ~~Compensating time shall be provided for unavoidable loss of preparation time and the member will be assigned one extra preparation period for travel.~~ **An annual \$1,200 stipend submitted on the Stipend Request Form by the employee to the Human Resources Department will be provided in recognition of travel commitments and**

preparation. This stipend will be paid 50% in December and 50% in May, and is in addition to reimbursement for their mileage at the current IRS rate.

Article 9: Class Size

9:1 TK-5 Elementary Staffing

9:1.1a TK-3 class sizes shall be an average of 24:1 or below at each site.

If more than twenty-four (24) pupils should be assigned to any K-3 grade teacher for a period ~~beyond~~ **after** the end of the second week of school ~~tenth (10th) student day of the school year~~, the classroom teacher shall be compensated according to the formula on Exhibit K **\$30.00 per student per day** until the staffing ratio is resolved.

9:1.1g The grades 4 and 5 staffing ratio shall be 28 to 1 based on enrollment at ~~the end of the second week of school~~ **after** the end of the second week of school ~~tenth (10th) student day of the school year~~. Class size shall be a maximum of thirty (30) pupils in any one class. ~~When~~ **If** it is necessary to exceed the maximum of thirty (30) pupils, grades 4-5, the principal shall meet with the grade level teachers to explore placement alternatives and shall provide the teacher with an explanation for the necessity of the placement.

If more than thirty (30) pupils should be assigned to any teacher for a period ~~beyond~~ **after** the end of the second week of school ~~tenth (10th) student day of the school year~~, the classroom teacher shall be compensated according to the formula on Exhibit K **\$30.00 per student per day** until the staffing ratio is resolved.

9:1.1h Elementary **Mild/Moderate** SDC classes shall not exceed fourteen (14) students per class with a "hard cap" of seventeen (17) students. If more than fourteen (14) students should be assigned to any teacher for a period ~~beyond~~ **after** the end of the second week of school ~~tenth (10th) student day of the school year~~, the classroom teacher shall be compensated according to the formula on Exhibit K **\$60.00 per student per day** until the staffing ratio is resolved.

9:1.1i **Effective July 1, 2023 when an elementary classroom is at maximum capacity and an SDC student is mainstreamed, the teacher will be compensated at the rate of \$5.00 per student per hour.**

9:2 6-12 Secondary Staffing

9:2.1 No more than one hundred fifty-five (155) pupils daily per teacher shall be assigned in the following academic departments: English, Foreign Language, Mathematics, Science, Social Studies, College and Career Readiness, **CTE, Visual and Technical Arts, AVID**, Health, and integrated CORE. The one hundred fifty-five (155) pupils daily per teacher limit shall apply after the ~~fourth week~~ **tenth (10th) student day** of the school year and the ~~second week~~ **tenth (10th) student day** of the second semester at the secondary level. If, after this time period, a teacher has over one hundred fifty-five (155) pupils, then the teacher will be compensated ~~according to~~

~~the formula on Exhibit K~~ **\$5.00 per student per day** until the student contact ratio is decreased to one hundred fifty-five (155) or less. **No single class may exceed thirty-four (34) students.**

9:2.1a Classes taught by teachers above or below a full-time position (1.0 FTE) shall not exceed an average of thirty-one (31) students per class. Teachers whose assignments are split between academic department lists and other classes shall not exceed an average of thirty-one students per class in those academic courses.

~~**9:2.1b** If, after this time period, a teacher has over thirty four (34) students in an individual class as listed in 9:2.1 and visual and technical arts and AVID classes, then the teacher will be compensated according to the formula on Exhibit K until the class is decreased to thirty four (34) students or less.~~

9:2.2 The maximum of one hundred fifty-five (155) pupils may be exceeded and additional compensation provided ~~per Exhibit K~~ for a teacher **following Article 9:2.1** under the following conditions:

9:2.2a A written agreement exists between the teacher and the administration of the school.

9:2.2b The department average does not exceed one hundred fifty-five (155) pupils per teacher.

9:2.2c Completion of the appropriate waiver form (Exhibit G) to meet the needs of 9:2.2a.

9:2.2d Secondary **Mild/Moderate** SDC classes shall not exceed eighteen (18) students per class with a "hard cap" of twenty (20) students. If more than eighteen (18) students should be assigned to any teacher for a period ~~beyond~~ **after** the end of the second week of school, the classroom teacher shall be compensated ~~according to the formula on Exhibit K~~ **\$10.00 per student per period** until the staffing ratio is resolved.

9:3 PE Department

9:3.1 As set by the Principal, after consultation with the departments, class size shall be as equitably distributed as possible. Every effort shall be made to balance Physical Education class size by grade level and gender. No more than two hundred and twenty-five (225) students daily per teacher shall be assigned in the PE department.

9:3.2 The maximum of two hundred and twenty-five (225) may be exceeded and additional compensation **of \$5.00 per student per day after the tenth (10th) student day of the school year will be paid**, until the staffing ratio is resolved ~~provided per Exhibit K~~ for a teacher under the following conditions:

9:3.3 A written agreement exists between the teacher and the administration of the school. (Exhibit H)

9:3.4 The department average does not exceed two hundred and twenty-five (225) students per teacher.

9:3.5 Classes taught by part-time PE teachers shall not exceed an average of forty-five (45) students per class.

9:3.6 Individual PE classes shall have a maximum size not to exceed forty-five (45) students.

9:3.7 Independent Study PE shall be a designated class period and will have a maximum size not to exceed sixty (60) students.

[Exhibit K would be eliminated and any reference to it on other exhibits or in the contract would need to be stricken.]

[Exhibits G:1, G:2 and H would need editing]

Article 19: Allowances

19:1 Travel expenses for Approved Conferences and Professional Meetings

All travel reimbursement shall be in accordance with NUSD Board Policy 3350: Travel Expenses.

~~19:1.1 Actual coach fares for airlines will be allowed.~~

~~19:1.2 Mileage for travel by car will be allowed when this is the best mode of transportation.~~

~~The reimbursement shall be at the IRS approved rate.~~

~~19:1.3 Parking and toll fees will be paid.~~

19:2 Mileage Allowance

~~19:2.1 Employees who are assigned to work in more than one location or are required to have a car at their disposal shall be reimbursed for their travel.~~

~~19:2.2 Any employee in the bargaining unit required to use his/her vehicle on assigned District business shall be reimbursed at the IRS rate per mile for all approved miles driven on behalf of the District.~~

~~19:2.3 In lieu of keeping a daily mileage log, an average usage may be established and a monthly rate set which is based on the miles times the IRS per mile rate.~~

~~19:2.4 Payments will be made on a monthly basis on the last day of the month. Where mileage is reported, it will be paid within thirty (30) days of the reporting of the mileage.~~

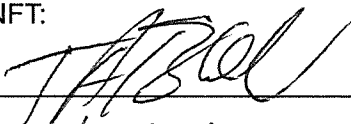
19:3 Hotel Expenses

~~The District will pay the actual room rent charged for hotel occupancy. If more than one (1) person occupies a room, and if the other occupant or occupants are not official District representatives, the District will allow the single rate for the representative. Receipts for hotel bills must accompany each claim.~~

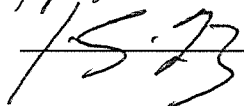
~~19:4 Allowance for meals when traveling will not exceed actual cost.~~

This Tentative Agreement is entered into by the parties on January 5, 2023. Final agreement pending revisions to the appropriate Exhibits (G:1, G:2, H and J).

For NFT:



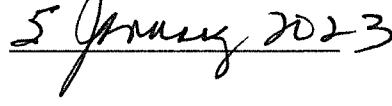
Date:



For NJSD:



Date:



**Certificated Contract Waiver Form
For Cumulative Class Size Overages**

School Year: _____

The cumulative maximum number of students may be exceeded and additional compensation provided per Exhibit K for a teacher **at the rate of \$5.00 per student per day.**

Cumulative Enrollment Exceeds (please check the box that applies):

- 155 Students (English, Foreign Language, Mathematics, Science, Social Studies, College and Career Readiness, **CTE, Visual and Technical Arts, AVID**, Health and Integrated CORE)
- 225 Students (Middle and High School PE Classes)
- 350 Students (Counselor)

The Novato Federation of Teachers and the Novato Unified School District, "Parties," agree to waive Article 9:2.2 of the contract beginning (date) _____ and ending (date) _____.

After the opportunity to consult with my NFT representative I, _____, agree to accept an assignment in excess of _____ students per day.

Description of Overage:

Principal (printed name)

Signature

Date

NFT (printed name)

Signature

Date

Teacher (printed name)

Signature

Date

(If a secondary teacher exceeds both Exhibit G:1 and G:2, they shall be compensated for both)

**Certificated Contract Waiver Form
For Individual Class Size Overages**

School Year: _____

The maximum number of students may be exceeded and additional compensation provided per ~~Exhibit K~~ for a teacher **as follows:**

Class Exceeds (please check the box that applies):

- 24 Students (Elementary Grades K-3) - **\$30.00 per student per day**
- 30 Students (Elementary Grades 4-5) - **\$30.00 per student per day**
- 14 Students (Elementary Mild/Moderate SDC) - \$60.00 per student per day**
- Elementary classroom at maximum capacity - \$5.00 per mainstreamed student per hour**
- ~~34 Students (English, Foreign Language, Mathematics, Science, Social Studies, Integrated CORE, Visual and Technical Arts, and AVID)~~
- ~~45 Students (Physical Education)~~
- ~~60 Students (Independent Study Physical Education)~~

The Novato Federation of Teachers and the Novato Unified School District, "Parties," agree to waive **the applicable section of Article 9** of the contract beginning (date) _____ and ending (date) _____.

After the opportunity to consult with my NFT representative I, _____, agree to accept an assignment in excess of _____ students per day.

Description of Overage:

Principal (printed name) Signature Date

NFT (printed name) Signature Date

Teacher (printed name) Signature Date

(If a secondary teacher exceeds both Exhibit G:1 and G:2, they shall be compensated for both)

**Novato Unified School District
Certificated Contract Waiver Form
For Cumulative P.E. Overages**

School Year: _____

Contract Article: 9:3

9:3.1 As set by the Principal, after consultation with the departments, class size shall be as equitably distributed as possible. Every effort shall be made to balance Physical Education class size by grade level and gender. No more than two hundred twenty-five (225) students daily per teacher shall be assigned in the PE department.

9:3.2 The maximum of two hundred and twenty-five (225) may be exceeded and additional compensation **of \$5.00 per student per day after the tenth (10th) student day of the school year will be paid**, until the staffing ratio is resolved ~~provided per Exhibit K~~ for a teacher under the following conditions:

9:3.3 A written agreement exists between the teacher and the administration of the school. (Exhibit **H**)

9:3.4 The department average does not exceed two hundred twenty-five (225) students per teacher.

9:3.5 Classes taught by part-time PE teachers shall not exceed an average of forty-five (45) students per class.

9:3.6 Individual PE classes shall have a maximum size not to exceed forty-five (45) students.

9:3.7 Independent Study PE shall be a designated class period and will have a maximum size not to exceed sixty (60) students.

The Novato Federation of Teachers and the Novato Unified School District, "Parties," agree to waive Article 9:3 of the contract beginning (date) _____ and ending (date) _____.

After the opportunity to consult with my NFT representative I, _____, agree to accept an assignment in excess of two hundred twenty-five (225) students per day as described below:

Principal

Date

NFT Representative

Date

Teacher

Date

**NOVATO UNIFIED SCHOOL DISTRICT
Consent to Assignment Form**

Teacher: _____ Site: _____

Per NFT-NUSD Article 8:6.1 below, after consultation with the teacher named above and/or the appropriate department chair, the unit member agrees to teach the first and last period of the day, beginning on _____ and ending on _____. After a full explanation of the consequences, the teacher has willingly agreed to this assignment.

Assignment Details: The teacher named above has agreed to work as _____ FTE [if more than 1.0 FTE] and be compensated the additional FTE at their salary placement for the extra assignment.

8:6.1a If a site master schedule consists of seven (7) periods, teachers working full-time shall have five (5) periods with student contacts, one (1) duty-free period and one (1) preparation period. The intent of the parties is to create a master schedule that is as balanced as possible across the 7-period day with the goal being to minimize the need for teachers to be on the 1-7 schedule. Assignment to both the first and last period every day, when necessary based on the master schedule, shall be agreed to by the individual teacher or determined by consensus in each department. If consensus cannot be reached, the assignment shall be done by rotation. Bargaining unit members shall be on site ten (10) minutes prior to the end of their duty-free period. Assigned periods shall include the preparation period. Teachers assigned to teach both the first and last period may leave campus during their duty-free period provided they notify the principal or designee. These teachers shall receive a stipend of \$2,000/semester.

Principal

Teacher

Print Name

Print Name