TENTATIVE AGREEMENT

BETWEEN

NOVATO FEDERATION OF TEACHERS

AND

NOVATO UNIFIED SCHOOL DISTRICT

April 26, 2024

The following is considered a "package proposal," and this agreement will effectively close negotiations between the parties for 2024-2025.

In addition to the agreements below regarding Salary, Benefits and other articles, the parties agree that Job Descriptions for Elementary Grade Level Leads and Secondary Department Chairs will be completed prior to June 30, 2024, and Duty Statements for the positions listed under Exhibit E, 4.0 "Other Stipends" will be completed during the 2024-2025 school year.

SALARY & BENEFITS

Article 16 Compensation

The parties agree to a 5% salary schedule increase to all NFT certificated base salary schedules, retroactive to July 1, 2023.

The parties agree to a "restructuring" of the salary schedule for Speech Pathologists & Psychologists, effective July 1, 2024 to eliminate Range I and duplicate Steps, and add Step 20.

The parties agree to a "restructuring" of the Teacher & Counselor salary schedules effective July 1, 2024 to eliminate Steps 23, 25, 27 & 29.

- 16:2.1 The following districts will be used for comparison: Bonita Unified, Brea-Olinda Unified, Claremont Unified, Culver City Unified, Glendora Unified, Moorpark Unified, Morgan Hill Unified.
- 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.
- **16:3.5** Effective July 1, 2024, all Special Education Teachers (RSP and Special Day Class) will receive an annual stipend of \$1,500.00, prorated for less than 1.0 FTE.
- **16:3.6** Effective July 1, 2022, Speech Language Pathologists are placed on the Psychologists Salary Schedule.

16:3.7 Effective July 1, 2023, an annual stipend of \$1,000.00 will be paid to teachers who possess the Bilingual Cross-Cultural Language Acquisition & Development (BCLAD): Spanish or Bilingual Authorization (BILA): Spanish certification.

Article 17: Employee Benefits

The parties agree to a 5% increase to the District's contribution to medical benefits ("Cap") retroactive to July 1, 2023.

The parties agree to a 5% increase to the District's contribution to medical benefits ("Cap") effective July 1, 2024.

OTHER REOPENERS

Article 3

3:2.7 Leave to Serve as Federation Officer

The District will grant to any elected Federation officer, upon request, a leave of absence without loss of pay, to enable the employee to fulfill his/her Federation responsibilities. Following the District's payment of the employee for the leave, the Federation shall reimburse the District according to current law within ten (10) days of the District's request.

3:2.8 The District will fund 50% of the Federation President's release time, up to .2 FTE.

3:2.9 The Federation shall supply the District with a list of bargaining unit members designated as building representatives. The District shall recognize the individuals as official representatives of the Federation at their school sites.

Article 7 Work Year

7:1 Work Year

Effective July 1, 2024 the work year shall be one hundred and eighty-five (185) days-eighty-six (186) days, inclusive of one hundred eighty (180) instructional days with students; two (2) three (3) staff development days, one (1) of which will be considered for completion of any mandated training courses, and three (3) non-instructional work days. Unit members may complete their annual mandated training courses any time within the timeframe required by law or statute as part of their professional duties including up to four (4) hours on the first staff development day prior to students' return. The remaining part of the first professional day will be for teacher collaboration. Work completed on this first professional development day may be either at the site or remotely.

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.

[The work year for Counselors, Psychologists and Speech Language Pathologists is currently ten (10) days more than that of Teachers and Nurses, so effective July 1, 2024, the work year for these unit members will be one hundred and ninety-six (196) days.]

Article 8 Professional Responsibility

- **8:2** In addition to the time spent in the classroom during the student day, the certificated employee shall spend such additional time as is necessary to carry out professional responsibilities, such as:
 - **8:2.1** Class preparation including development of lesson plans, a variety of instructional strategies and appropriate supplemental materials;
 - **8:2.2** Maintenance of student records;
 - **8:2.3** Evaluation of student achievement;
 - **8:2.3a** TK-5 teachers will receive up to two (2) release days throughout the school year to complete individual student assessments. Teachers will be on campus for these assessment days but may arrange for a substitute to support in the classroom.
 - **8:2.3b** Teachers must report their absence in the absence-tracking system at least two (2) weeks prior, or pre-arrange for substitute coverage. Assessment days may not be on Mondays or Fridays, and in the case of a substitute shortage, those substitutes covering illness shall take precedence.
 - **8:2.4** Creating and maintaining effective environments for student learning;
 - 8:2.4a When a certificated staff member is directed by site or district administration to move classrooms on their existing campus, they will receive up to two (2) days of additional compensation at their daily rate, submitted on timesheet.
 - 8:2.8 Participation in Department, grade level, faculty, and curriculum and planning meetings:
 - **8:2.8e** In months where report cards and progress reports are due, certificated staff will be able to use one early release Wednesday prior to the due date for report card and progress report prep. These Wednesdays will be identified prior to the start of the school year.

8:6 Preparation Time

- **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.
- **8:6.4** Preparation time for teachers working full time in Transitional Kindergarten (TK) or Kindergarten is incorporated in the site bell schedule.
 - 8:6.5 Preparation time shall be prorated for unit members working less than full time.
- **8:8.1c** The Assistant Superintendent of Human Resources-District leadership will meet with the President of NFT to review Exhibit F and J waivers prior to the end of the first week of school.

Article 9: Class Size

9:1 TK-5 Elementary Staffing

9:1.1c When a fully included child student who would otherwise be in an SDC class for 80% or more of their school day is placed in a regular education classroom based upon the recommendation of the Individualized Education Plan (IEP), classes in which there is the placement of a full inclusion such a student is placed for core academic instruction (English Language Arts, Math, Science) will not exceed twenty-eight (28) pupils. In cases where no class with 28 students or less is available, the regular education teacher shall be compensated based on Article 9 and Exhibit G:2. When a fully included such a student is so disruptive in a regular classroom that the education of the other students is significantly impaired, displays behavior that is outside their identified IEP behavioral goals or needs that disrupts the student and/or the rest of the class, the case manager shall schedule an IEP meeting within ten (10) business days, to be held within the timeline required by law or statute a meeting of the IEP team shall be mandated within five (5) days. Such student shall remain in their current placement until the IEP meeting convenes and next steps are recommended.

9:1.1j Elementary Combination class teachers will receive a stipend for twelve (12) twenty-four (24) days at the per diem rate for the teacher. (Also see Exhibit E, 4.2)

9:2 6-12 Secondary Staffing

9:2.3 Industrial Arts – maximum class size is twenty-eight (28) at the high school level and thirty-one (31) at the middle school level. At the middle school level, the class size should be lowered if there are safety concerns or an insufficient number of workstations.

9:3 PE Department

9:3.8 Weight Training shall have a maximum class size of thirty-four (34) students. Due to safety concerns with this subject matter, overages are not permitted.

9:4 Resource Department

9:4.1 Resource students shall be apportioned in an equitable manner among the staff of each department, or clustered in several classes which will be assisted by the Resource Staff. As prescribed by the Education Code 56000, resource teachers shall have a maximum caseload of twenty-eight (28) students. If an RSP teacher agrees to sign the state waiver, allowing the staff member's caseload to increase up to thirty-four (34) students, an additional .2 FTE will be assigned until the caseload is reduced to below twenty-eight (28) students.

9:5 Other Services

9:5.3 Caseloads for counselors shall not exceed three hundred fifty (350) students. Counseling shall be distributed between sites in order to maximize equity between schools and caseloads. At elementary and middle schools, counselors will maintain a daily log of student contacts, and provide a signed copy of this log weekly to their site administrator. If, after the time period as described in 9:2.1, a counselor has over three hundred fifty (350) students, then the counselor will be compensated \$5.00 per student per day until the caseload is decreased to three hundred fifty (350) or less.

Exhibit E - Stipends

3.6 All Varsity Head Coaches, with the exception of Football, will receive 9% of base. *Exhibit E is updated as follows:*

<u>Sport</u>	% of Base
Athletic Director	26
JV Baseball	7.5
Frosh Baseball	7.5
Varsity Baseball Assistant Coach	6
Varsity Baseball Head Coach	9
Frosh Basketball (Girls and Boys)	6
JV Basketball (Girls and Boys)	7.5
Varsity Basketball (Girls and Boys)	9
JV Cheer & Dance	6
Varsity Cheer & Dance	
Varsity Cross Country (Girls and Boys) *	<mark>9</mark>
Diving (Girls and Boys) *	<mark>9</mark>
Frosh Football	7.5
JV Football Assistant Coach	7.5
JV Football Head Coach	9
Varsity Football Assistant Coach	8.5
Varsity Football Head Coach	10.5
Varsity Golf (Girls and Boys)	<mark>9</mark>
Varsity Lacrosse (Girls and Boys)	9
JV Lacrosse (Girls and Boys)	
JV Soccer (Girls and Boys)	6
Varsity Soccer (Girls and Boys)	<mark> 9</mark>
JV Softball	7.5
Varsity Softball Assistant Coach	7.5
Varsity Softball	
Varsity Swimming (Girls and Boys)	
Varsity Tennis (Girls and Boys)	
JV Track	6
Varsity Track (Girls and Boys)	
Varsity Track Assistant Coach (Girls and Boys)	7.5
Frosh Volleyball (Girls)	
JV Volleyball (Girls)	6
Varsity Volleyball (Girls and Boys)	<mark> 9</mark>
JV Water Polo (Boys)	7.5
Varsity Water Polo (Girls and Boys)	
Wrestling Assistant	
Wrestling Head Coach	9
* Same person in both Girls and Boys, % of Base = 9.0	

Article 23 Duration and Reopeners

23:1 This contract shall be binding upon both parties from the date of ratification until June 30, 2025.

This Tentative Agreement is entered into by the parties on April 26, 2024. Final agreement pending unit ratification and approval by the NUSD Board of Trustees.

For NF

4.26-2024