

# **Collective Bargaining Agreement**

Between the

Board of Education

Of the

Napa Valley Unified School District

2425 Jefferson Street

Napa, California 94558

And the

**Napa Association of Pupil Services**

**July 1, 2019 through June 30, 2022**

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## ARTICLE 1: AGREEMENT

- 1.0 This Agreement becomes effective this first day of July, 2019 between the Board of Education of the Napa Valley Unified School District, hereinafter called the “Board” and the Napa Association of Pupil Services, hereinafter called the “Association.”
- 1.1 This Agreement shall remain in full force through June 30, 2022.

## ARTICLE 2: RECOGNITION

- 2.0 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of Chapter 10.7, Sections 3540-3549 of the Government Code.
- 2..1 The Board recognizes the Association as the exclusive bargaining unit for all district regular full-time and regular part-time, probationary and permanent, certificated speech language pathologists, psychologists and social workers.
- 2.2 The term “employee” as used herein shall mean an employee included in the recognized bargaining unit.
- 2.3 The Term “day” means calendar day except where otherwise specified.
- 2.4 When new positions are created the Board shall consult with all interested units prior to determining unit placement. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) through the normal process for disposition and shall not be subject to the grievance procedure contained in the contract.

### ARTICLE 3: WAGES

- 3.0 Preamble: For each school year the basic and extended school year salary schedules shall be adjusted as determined by the District/NVEA Formula and as set forth in the yearly salary schedules available in the Office of Human Resources.
- 3.1 Class Advancement: Up to fifteen (15) semester units may be applied for salary reclassification per calendar year by an employee. Employees in approved credential or advance degree programs, or employees on *leave* of absence for study, may apply all units achieved in such a program. All units and degrees shall only be approved by the District when they have been achieved at an accredited college or university.
- 3.2 Unit members must file the request for class advancement on the authorized District form by April 15.
- 3.3 The District will reimburse members of the unit for use of employee-owned vehicles at the established federal rate, when the employee has been directed by the immediate supervisor and when such use is authorized as a regular part of job responsibility. Claims may be based on intra-district travel from school to school in the regular performance of daily duties and other travel that is specifically required or requested by the immediate supervisor.
- 3.4 LEA Medi-Cal Funding: Ten percent (10%) of the funding received by the District as a result of LEA Medi-Cal billing will be available as a resource to NAPS. Funds may be utilized for supplies and various departmental expenses for speech language pathologists, psychologists, and social workers. Funded expenditures must be aligned with LEA guidelines. Funds are not to be used for salaries, wages or stipends. It is agreed that this article is dependent upon District receipt of funding. Any changes to the LEA Medi-Cal funding model will require the parties to revisit this article. In case the District must repay funding due to a negative audit finding, ten percent (10%) of the repayment amount will be billed to this account.
- 3.5 Initial Placement on Salary Schedule: Salary schedule placement “Step” for newly hired unit member will be commensurate to years of comparable experience acquired while holding appropriate license or credential. Salary schedules allow for maximum placement of twenty-four (24) years.

### 3.6

#### Payment for Exceeding Caseload: Speech Language Pathologists

It is agreed that Speech Language Pathologists will be paid for accepting students in excess of their caseload based on the following:

*Between 0-5 Students beyond caseload                      0 additional hours per week*

*Between 6-10 students beyond caseload                      Up to 4 addt'l hours per week*

*Between 11-16 students beyond caseload                      Up to 8 addt'l hours per week*

- SLP's will not be assigned more than 16 students beyond caseload
- Consideration is given for various factors (i.e. SDC's , unique assignments, drive time between sites, etc.) when determining base and additional number of students.
- Hours will be paid at the employee's hourly wage.
- Special education department will initiate payment with an EWA which is normally subject to approval before work can take place.
- Special Education department director will monitor caseloads periodically: caseload and additional compensation may be adjusted at the discretion of the department director.

#### ARTICLE 4: HOURS OF EMPLOYMENT

- 4.0 The parties agree that the contractual work year for the duration of the most current contract is 192.5 days per year.
- 4.1 The District recognizes that the varying nature of the day-to-day professional responsibilities of special services personnel does not lend itself solely to an instructional day of rigidly established length.
- 4.2 Employees shall normally be required to remain at the locations(s) of assignment for eight (8) hours a day; however it is recognized that their professional responsibilities may cause the working day to be extended under the direction of the Supervisor and /or the Department Coordinator/Director.
- 4.3 The minimum assignment hours shall be applicable to every scheduled workday including minimum pupil days. These minimum assignment hours may be modified by mutual agreement between the employee and the Department Coordinator/Director.
- 4.4 The professional workday shall begin fifteen (15) minutes prior to the established student's school day, unless otherwise requested by the employee and approved by the immediate supervisor.
  - 4.4.1 The Social worker may be asked to work a different schedule temporarily in order to meet the professional obligations of the position.
- 4.5 It is recognized that the professional responsibilities of the employee may cause the work day to be extended under the direction of their Supervisor or Coordinator of the Director of Special Education. Work beyond the regular 8 hour day with prior arrangement (between supervisor and employee) will normally be compensated as flex time or at a predetermined rate of pay. Flex time shall be scheduled at a time mutually agreeable to the employee and the supervisor and shall not normally be taken during student contact hours. Flex time is to be normally taken within a four (4) week period. If this is not feasible, it may be taken at another time by prior arrangement with the supervisor. All agreements for the use of flex time will be documented in writing.
- 4.6 Each employee shall be entitled to a minimum thirty (30) minute duty-free lunch period and a morning relief period of ten (10) minutes each day within 8 (eight) hour work day.
- 4.7 Individual exceptions to the workday require the approval of the immediate supervisor or his/her designee and shall not be interpreted as a precedent for future exceptions.
- 4.8 Regular part-time employees will work a proportionate share of the established workweek prorated according to the percentage of professional service rendered and approved by department coordinator/director.

## ARTICLE 5: HEALTH AND WELFARE BENEFITS

5.0 The District shall provide health insurance for unit members and their dependents, including their spouse or domestic partner. The District's contribution to a health plan shall not exceed \$425.00 per month per member. It is understood and agreed that participating unit members will pay the difference, if any, between the District's contribution and the actual insurance premium. The District will also provide dental insurance for all unit members and their dependents equal to Delta Dental Service's Standard Plan, with a one thousand five hundred (\$1,500) dollar benefit cap, including prosthodontics at the fifty (50%) percent co-insurance.

### 5.0.1 Health Insurance Rebate Program

5.0.1.1 Association members who have health insurance provided from a source other than the District health insurance may decline District health insurance premium benefits and receive a One hundred, fifty (\$150) Dollar per month stipend in lieu of the District provided health insurance benefit.

5.0.1.2 Association members will be given the opportunity to elect to participate in this health insurance rebate program during the months of September, January and June.

5.0.1.3 Enrollment forms to elect participation in this health insurance rebate program will be made available to Association members, upon request, from the Payroll Department of Fiscal Operations during the specified window period.

Participation in this program is predicated upon annual submittal of proof of health insurance.

5.1 Unit members working less than full time shall receive the appropriate proration of the District's contribution for medical and dental coverage under the approved programs.

5.2 In the case of a unit member whose spouse or domestic partner is another District employee, the District will contribute to the cost of one (1) family health plan only, or provide single coverage for the unit member and the spouse or domestic partner.

5.3 The Association shall be consulted on proposed changes of carriers for health and dental insurance.



- 5.4 The District shall provide a life insurance premium with a CAP of \$4.00 per month equal to Provident Life & Accident Insurance Company level term insurance plan with a death benefit of \$20,000 for unit members only who are employed .50 or more. Those employed less than .50 may enroll in the plan at their own expense provided the carrier so allows.
- 5.5 The District shall provide unit members who retire before June 30<sup>th</sup> of the current school year board approved health and dental insurance coverage until age sixty-five (65) for retiree and spouse or domestic partner in an amount not to exceed \$425.00 per month per retiree to cover health insurance for two (2) plus the current cost of Delta Dental Coverage.
- 5.5.1 Those retirees with spouse or domestic partner who retire after July 1, 2007 will be eligible for an amount not to exceed the CAP for active employees.
- 5.5.2 Those retirees on single coverage will receive the amount equal to the CAP, whichever is less.
- 5.5.3 All retirees will also be eligible for District reimbursement for the current cost of Delta Dental coverage for retiree and spouse or domestic partner.
- 5.5.4 Retirees will have the same plan as active employees described in Section 5.0, provided that the carrier so allows.
- 5.5.5 For all employees hired prior to June 30, 2016, the retiree shall be fifty-five (55) years or older as established by STRS and have completed a minimum of ten (10) years of service to the District. When the spouse or domestic partner reaches sixty-five (65) years, the District paid coverage shall be discontinued for the spouse or domestic partner. For all employees hired *On* or after July 1, 2016, the retiree shall be fifty-five (55) years or older as established by STRS and have completed a minimum of twenty (20) years of service to the District. When the spouse or domestic partner reaches sixty-five (65) years, the District paid coverage shall be discontinued for the spouse or domestic partner.
- 5.5.6 The retiree shall advise the District at least thirty (30) days in advance of the spouse or domestic partner's sixty-fifth (65<sup>th</sup>) birthday.
- 5.5.7 The retiree may continue group coverage for retiree and /or spouse or domestic partner provided the retiree pays all costs in advance monthly and provided the carrier(s) of the District plan(s) so allow.

- 5.5.8 The spouse or domestic partner of a deceased retiree may continue group coverage until age sixty-five (65) for him/herself, provided the spouse or domestic partner pays all costs in advance monthly, and provided the carrier(s) of the District plan(s) so allow.
- 5.5.9 It is understood and agreed that participating retirees shall pay the difference, if any, between the District's contribution and the actual insurance premiums.
- 5.6 A unit member who retires before June 30<sup>th</sup>, of the current school year and is enrolled in District provided group life insurance may continue group coverage until age sixty-five (65) for retiree only provided the retiree pays all costs in advance monthly and provided the carrier(s) of the District plan so allow.

## ARTICLE 6: LEAVE POLICIES

- 6.0 Definitions: “Immediate family” refers to the spouse or domestic partner of the employee, and the mother, father, step-parents, grandmother, grandfather, grandchild, foster child, step-child, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, niece, or nephew of the employee or of the spouse or domestic partner of the employee, or any person related to the employee who is living in the immediate household of the employee.
- 6.0.1 “Domestic Partner” is a person who resides with the employee and shares the common necessities of life, is not married to anyone, is at least eighteen (18) years of age, is not related to the employee as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild, is the sole domestic partner of the employee with the intent to remain so indefinitely and is responsible for the common welfare of the employee and domestic partner.
- 6.1 Leave Provisions: The benefits which are expressly provided by this section, Article 6, are the sole leave benefits to which employees are entitled.
- 6.2 Sick Leave Accumulation:
- 6.2.1 Unit members working a one hundred ninety-two and one-half (192.5) day work year will be granted a minimum of ten and one-half (10.5) days of sick leave per work year. Members of the bargaining unit employed less than five (5) days a week or for less than a full day shall be entitled to the prorated amount of leave for absences or illness or injury as the number of days or hours of employment per day, per week relates to a five (5) day week or the regular work day. The sick leave entitlement for the year shall be credited to the member of the bargaining unit at the beginning of the year. Unused sick leave shall be accumulated from year to year in accordance with provisions of Education Code section 4978.
- 6.2.2 Upon request the District will provide a unit member with one (1) written statement of accrued sick leave annually.
- 6.2.3 Subject to prior approval of the site administrator, an employee may leave for a duration of less than two (2) hours due to an injury/illness/personal necessity during the regular work day. In the event a substitute is not hired, the member will not be charged with an absence for illness/injury/personal provided that the employee notifies the department supervisor with 24 hours. Abuse of this provision may result in revocation for members who use it excessively.

- 6.3 Eligibility: To be eligible to apply for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.
- 6.4 Notification Procedure: Unit members who find it necessary to be absent from duty shall notify the Office of Human Resources through the department administrator as far in advance of the anticipated absence as possible.
- 6.5 Verification Procedure:
- 6.5.1 A unit member shall provide verification of reasons for taking, or use of, any leave upon the District's request.
  - 6.5.2 Abuse of leave privileges shall be subject to loss of pay and appropriate disciplinary actions.
  - 6.5.3 An attending physician's verification of illness may be required relevant to any request for sick leave absence pay. A unit member who claims a sick leave absence for five (5) or more consecutive days is required to present a physician's statement verifying the nature of illness or injury and the date the unit member is expected to return to work. A unit member who fails to provide the required verification of illness, medical disability or injury as stated shall be placed in an unpaid status for that period of time the employee was absent and until such verification is received by the District.
- 6.6 Extended Illness Leave: A unit member occupying a regular position who is unable to return to work after all earned sick leave has been exhausted is entitled to differential pay for a period of five (5) months or less. During this period of time, the amount deducted from the salary due the unit member for any month in which the absence occurred shall not exceed the sum actually paid an employee assigned to substitute in his/her position during the absence or, if not substitute is employed, the amount the substitute would have been paid. A unit member may receive only one five-month period per illness or injury and per year, regardless of the number of reasons for the leave. Ed Code 44977.
- 6.7 Family Medical Leave Act and California Family Medical Leave Act: Are granted as authorized by state and federal law.
- 6.7.1 Employee Eligibility  
The employee must have worked for the employer for at least twelve (12) months in full time status during the twelve (12) months leading up to the FMLA leave.

6.7.2        Qualifying Conditions

The employee may take FMLA leave for the employee's own "serious health condition"; for birth, adoption or to provide foster care; or to care for a sick child, spouse, domestic partner, or parent.

6.7.3        Amount of Leave

Up to twelve (12) weeks of unpaid leave during a twelve (12) month period.

6.7.4        Benefits

If offered to other employees, group health insurance, life insurance and disability benefits continue to be provided at the unit members' expense and consistent with the provisions of the FMLA.

6.8        Maternity Leave:

6.8.1        An employee may apply for maternity leave without pay. The Assistant Superintendent of Human Resources shall be notified in writing no less than thirty (30) days prior to the date on which the employees' leave is to commence. This notice shall include a written recommendation by the attending physician.

6.8.2        At least ten (10) days prior to returning to employment, the employee shall notify the Office of Human Resources of her intentions to return to the District and shall include a written approval of the attending physician.

6.8.3        The unit member is entitled to use accumulated sick leave during that portion of an absence that is disabling from pregnancy, miscarriage, childbirth and recovery therefrom. The period of paid absence shall be limited to that period of medical disability as verified by the physician. When sick leave provisions are exhausted, leave without pay for the balance of the disability period may be granted.

6.9        Adoption/Alternative child Bearing/Paternity Leave:

6.9.1        To provide an equitable leave for an employee in the event of the birth of a child or placement of a child due to adoption and whereby that employee is not personally disabled.

6.9.2        An employee requesting leave for the purpose of adoption, an alternative child bearing arrangement, or paternity shall be granted leave provisions which may be used at the time of birth or time of adoption of the baby. Four weeks (20 consecutive work days) of paid leave will be granted under the following sequence:

6.9.2.1      Unused Personal Necessity Leave (PN) up to six (6) days.

6.9.2.2      The remaining days of at least fourteen (14) of Leave with Sub Deduct.

6.9.2.3 Family Medical Leave Act; twelve (12) weeks unpaid leave (section 6.7).

6.10 Industrial Accident/Illness Leave:

- 6.10.1 Each unit member shall be provided leave of absence for industrial accident or illness under the following provisions:
- 6.10.1.1 Leave shall be for no more than sixty (60) days of the established work year for unit members in any one fiscal year for the same accident.
  - 6.10.1.2 Leave shall not be accumulated from year to year.
  - 6.10.1.3 Industrial accident or illness leave shall commence on the first day of absence.
  - 6.10.1.4 Payment of wages lost per day to an industrial accident or illness leave shall not, when awarded, be greater than the unit member's average daily salary.
  - 6.10.1.5 Industrial accident or illness shall be reduced by one day for each day of authorized absence.
  - 6.10.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall only be entitled to the amount of unused leave due him/her for the same illness or injury.
  - 6.10.1.7 A unit member receiving benefits as a result of the article shall remain in California unless authorized by the Board for travel outside the state.
  - 6.10.1.8 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.
  - 6.10.1.9 A unit member requesting industrial accident or illness benefits shall be required to comply with the medical verification and reporting provisions of the sick leave section of this article.

6.11 Personal Necessity Leave:

Personal necessity leave will be charge against the unit member's accrued sick leave. Each unit member is entitled to a maximum of seven (7) days in any school year. Ed Code 44981.

6.11.1 Personal Necessity Includes:

- 6.11.1.1 Death of a member of the immediate family, this is in addition to normal bereavement leave.

6.11.1.2 Accidents involving the person or the person's property, or the person or property of a member of the immediate family as defined above, of such an emergency nature that the immediate presence of the unit member is required during the workday.

6.11.1.3 Illness of a member of the immediate family, and of such a nature that the immediate presence of the unit member is required during the workday. An attending physician's or practitioner's verification of the immediate family member's illness may be required if the unit member requests to be absent more than two (2) consecutive days.

6.11.2 Unit members will earn Discretionary Personal Necessity Leave (DPNL) days based on the formula that follows. DPNL are leave days that a unit member may use at their own discretion without providing written or verbal justification for such leave. Unit members will earn DPNL days based upon the number of sick leave days accumulated as of August 1<sup>st</sup>, inclusive of allocation for the new school year. DPNL days may not be accumulated or carried over from year to year and may only be used provided that qualified substitutes are available. The following scale will be used to determine the number of available DPNL days:

- One (1) to thirty (30) days accumulated sick leave= three (3) DPNL days.
- Thirty-one (31) to sixty (60) days accumulated sick leave=four (4) DPNL days.
- Sixty-one (61) to one hundred (100) days accumulated sick leave=five (5) DPNL days.
- One hundred-one (101) or more days accumulated sick leave=seven (7) DPNL

If, prior to the end of the term of the contract either party indicates that this arrangement does not meet the operation or fiscal needs of the District the parties shall return to the table to develop alternative models that meet the mutual interest of the parties or return to the prior categorization of these leaves.

6.12 Bereavement Leave: The District agrees to grant a leave of absence with pay not to exceed three (3) days or five (5) days if over four hundred (400) miles of travel one way in the case of death of a member of the employees' immediate family.

- 6.13 Jury Leave: Unit members shall be granted leave, without loss of pay, when subpoenaed as a witness, or to respond to an official order from duly authorized government agencies, or to serve as a juror. The unit member shall pay over to the District any fees received for service as a juror. Upon receiving notice from the office of the court, the unit member called for jury duty or subpoenaed as a witness shall notify the District of service date(s). A unit member shall provide verification upon District request.
- 6.14 Military Leave: Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as regular school employees. The unit member shall be required to request military leave in writing and to supply the District with “orders” and status reports. Voluntary tours of military duty shall be taken only at times when a substitute for the unit member is not required.
- 6.15 Continuation: Unit members on a paid leave of absence are considered to be continuous employees, and no interruption to the fringe benefits program shall be imposed. If the carrier allows, an employee may continue fringe benefit coverage while on an unpaid leave by prepaying the full premium including the District’s contribution for the duration of the leave.
- 6.16 Miscellaneous: Part-time regular unit members shall be entitled to leave of absence to that portion of a leave as the number of hours per day scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 6.17 Long Term Leaves of Absence Without Pay:
- 6.17.1 A permanent unit member may request a leave of absence for their full-time position or part of their position, without pay for a period not to exceed one (1) year.
- 6.17.2 Requests of such leave must be submitted in writing to the Human Resources office by the first Friday in March. Approval of such leave shall be at the sole discretion of the Board. At the Board’s discretion, such leave may be extended for one (1) year if requested by the unit member in accordance with (6.17).
- 6.17.3 Time spent on personal leave without pay shall not count toward salary step advancement and sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall reinstate upon return. Fringe benefits shall not be paid.



- 6.17.4 Time spent on unpaid leave cannot be added to the member's experience for salary credit and will not count towards STRS service credit.
- 6.17.5 Unit members granted such leave shall give written notice to the Board of their intent to return to the District no less than thirty (30) days prior to expiration of the leave, or before the first Friday in March, whichever is earlier. Failure to provide such written notice to the District shall constitute an automatic resignation.
- 6.18 Extension of Leave: Members on leave prior to March 1 who desire to extend their leave beyond the beginning of the subsequent school year shall make written application to the Office of Human Resources prior to the first Friday in March.
- 6.19 Part Time Contracts:
- 6.19.1 Members of the unit, subject to the approval of the district, are permitted to work less than full time.
- 6.19.2 Unit members shall make their request in writing to the Assistant Superintendent of Human Resources. The unit member shall submit the request no later than the first Friday in March for the following school year. Unit members effectively resign a portion of their contract and will remain part-time, but may at their request be considered for return to full time employment at the completion of the school year if a position is available and the district administration supports the action.
- 6.19.3 Unit members working in such positions shall receive a prorated amount of salary, health, welfare and leave benefits.

## ARTICLE 7: ASSIGNMENTS

### 7.0 Definitions:

- 7.0.1 Directors: The Directors are the Director of Special Education and the Director of Student Services.
- 7.0.2 Tentative Assignment: The tentative assignments is the assignment the director provides to unit members prior to the end of the school year. It is possible that tentative assignments will change over the summer.
- 7.0.3 Assignment: Assignment is the official placement of a unit member at the designated work location(s) for the school year. Assignment will normally take place prior to the beginning of the school year.
- 7.0.4 Reassignment: Reassignment represents a change in assignment that takes place after the final assignment has been implemented. Reassignment can be requested by a unit member or by District Administration.

### 7.1 Assignment of Psychologists and Speech Language Pathologists:

- 7.1.1 The assignment for each unit member will be based on:
  - 7.1.1.1 The needs of the District.
  - 7.1.1.2 The expertise of each unit member in meeting those needs (e.g. those especially interested and /or trained in particular areas of specialization).
  - 7.1.1.3 Years of experience in a special program or special services.
  - 7.1.1.4 The seniority of the unit member within the District.
- 7.1.2 The procedure to be followed will be:
  - 7.1.2.1 The director (or designee) will receive input from appropriate District administrative staff individually and /or collectively regarding their needs and interest in psychologist, speech language pathologist and social worker assignment.
  - 7.1.2.2 The director will meet with psychologists, speech language pathologists and social workers individually and/or collectively to receive input regarding their needs and interests.
  - 7.1.2.3 Member groups will then meet with the director in an open group setting in order to jointly discuss the needs and nature of the services required at each site.

- 7.1.2.4 The director shall draft, by the close of the last day of school, a tentative assignment(s) for unit members for the coming school year. The director will make reasonable effort to finalize the assignment(s) prior to the starting date of the school year. The final decision regarding assignment(s) of unit member(s) remains an exclusive responsibility of the District.

7.2 Employee Initiated Reassignments:

- 7.2.1 Employees requesting reassignment may file a general request through the director. Such request will remain on file for one year from the date of submission. Employees requesting reassignment are encouraged to provide a written rationale supporting the request.

7.3 Administratively Initiated Reassignment:

- 7.3.1 The director shall file a written request for the reassignment of a member when s/he believes that the best interest of the District will be served by the change of assignment of that particular member.
- 7.3.2 Before any request for an administratively initiated reassignment is acted upon, the member must be advised in writing. If requested by the unit member within five (5) working days, there will be a personal interview with the director requesting the reassignment. This timeline can be extended by mutual consent.
- 7.3.3 Whenever any member has been involuntarily reassigned from a given assignment for other than disciplinary reasons, said employee may request a return to that assignment through the assignment process (See Article 7.0.2).
- 7.3.4 The unit member being reassigned is entitled to as much advance notice as is feasible.
- 7.3.5 Any unit member affected by administratively initiated reassignment shall be consulted, if available, and shall receive written notice at least ten (10) working days prior to the assignment. If a physical move is needed, reasonable time and assistance will be arranged by the District.
- 7.3.6 Only the implementation of the reassignment procedures of this section will be subject to the grievance procedure.

## ARTICLE 8: WORKLOAD

### 8.0 Psychologists:

The District ratio is approximately 1400:1.

This agreement will be revisited on a year-to-year basis with the understanding that significant changes to the service model will obligate the parties to meet and negotiate the impact of such changes.

8.0.1 The Director of Special Education or designee will consult with psychologists prior to the administrative establishment of workload appropriate to the needs and priorities of the District. Workload distributions will include consideration of variables in school composition, ongoing referrals, special education classes, special program responsibilities, and number of sites. When individual assignment exceeds 1400:1 ratio, the unit member maintains the right to initiate a meeting involving the Department Director and a representative of NAPS.

### 8.1 Speech Language Pathologist:

8.1.1 Workload factors to be considered include: specific services required based on the intensity of student need, the specific skills of the Speech language Pathologist, program responsibilities, the socio-economic population, and the number of sites for each Speech Language Pathologist. Ed Code 56363.3 stipulates SELPA-wide average shall not exceed fifty-five (55). The district-wide average caseload shall not exceed fifty-five (55).

8.1.2 When a district-wide average of fifty-five (55) is exceeded, a problem solving session will be convened in Human Resources with representatives from both NAPS and VUSD to discuss staffing issues.

8.1.2.1 If resolution is not reached a grievance may be filed according to the provisions of section 12.1.7.

8.1.3 On or about February 15<sup>th</sup>, a total district caseload count will be collaboratively reviewed by the Director of Special Education and Human Resources in order to determine the number of specialists needed to comply with the state mandated caseload limits for the following year. If it appears that additional specialists will be required, the positions will be built into the budget. The district will begin the hiring process by March, and positions will be filled within the normal district timelines.

## ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT

- 9.0 The District shall provide safe conditions for all employees, within the fiscal and physical capabilities of the District, and provide administrative monitoring of the conditions and correction of unsafe conditions.
- 9.1 To insure that exposure to unsafe conditions is minimized, employees are to be safety conscious in their actions and report in writing any alleged unsafe or potentially unsafe conditions to the site or special education administrator.
- 9.2 A written statement of right and duties of all school personnel with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall normally be presented to each employee during the first week of the school year.
- 9.3 Any assault, or physical/verbal threat on an employee on school premises shall be reported promptly to the site administrator and department director. The administrator/designee shall take appropriate action as defined in the Education Code section 44014. The report of the incident shall contain the employee's name, date, location, and description of the incident, if known. The employee and the supervisor/designee shall report the incident as prescribed by law to the appropriate law enforcement authority.

## Article 10: EVALUATION, PERSONNEL DOCUMENTS AND PUBLIC CHARGES

### 10.0 Evaluation Purpose:

The purpose of evaluation is to improve the quality of education in the district and to maintain compliance of Federal, state and local laws, regulations and policies that govern special education processes.

### 10.1 Evaluation General Provisions

Evaluation shall be prepared in writing annually for temporary and probationary unit members, and at least every other year for permanent members who have not been employed at least ten (10) years with the school district (Ed Code 44664).

### 10.2 Types of evaluation: All Types of Evaluation are aligned with the standards for either the American Speech and Hearing Association (ASHA) or the National Association of School Psychologists (NASP), or the National Association of social Workers (NASW), "Professional Associations".

#### 10.2.1 Temporary and Probationary: Annually

#### 10.2.2 Permanent: Two (2) Year Cycle

#### 10.2.3. Alternative Evaluation: Permanent employees whose previous evaluations are satisfactory may be selected by their evaluators to be eligible to participate in the alternative process. That alternative process may be used no more than two (2) consecutive times.

#### 10.2.4 Five (5) Year Cycle (Professional Association Standard Driven):

An employee may be considered for the five (5) year evaluation cycle and be evaluated at least every five (five) years if: a) the evaluator and the employee being evaluated agree; b) the employee has permanent status and has been employed at least ten (10) years with the District; and c) the employee, in his/her previous evaluation, was rated as meeting or exceeding standards. The employee or the evaluator may withdraw consent at any time. Should either party choose to withdraw consent, written notification must be provided by the other party in the form of a memorandum.

### 10.3 Evaluation Procedure:

#### 10.3.1 Unit members to be evaluated during particular school year shall normally be furnished a copy of the District's evaluation procedure and guidelines based on the professional association standards and notified of the identity of their evaluator, normally, no later than the first workday in the month of October.

- 10.3.2 Normally, on or before the third Friday of October, the initial conference between the prime evaluator or designee and the evaluatee will take place for the purpose of reaching an agreement upon the goals/objectives for the school year in specific areas, duties and responsibilities of the evaluatee, and the mechanics/procedures of data gathering.
- 10.3.3 Normally, on or before the third Friday of December, Conference II for employees in a non-permanent status will be completed. The Conference II form will be normally completed with permanent employees when deemed necessary on or before the first Friday in March by the evaluator. In written form the evaluatee will bring to the Conference II, his/her interim self-evaluation and discuss with the prime evaluator or designee the progress s/he is making toward the agreed upon goals/objectives. Upon completion of Conference II, a copy of the Authorized Evaluation form will be forwarded by the evaluator of the Office of Human Resources.
- 10.3.4 Approximately sixty (60) days and no less than thirty (30) days prior to the end of the school work year, Conference III is to be completed and forwarded to the Department of Human Resources. The procedure for the evaluation of unit members will include:
- 10.3.4.1 The prime evaluator/designee must be provided with the results of the agreed upon sources of evaluative data at least one (1) week prior to the conference. This material must be shown to the evaluatee either prior to or during Conference III.
  - 10.3.4.2 In written form, the evaluatee will bring to Conference III his/her self-evaluation based on the agreed upon evaluation process.
  - 10.3.4.3 In working draft form, the prime evaluator/designee shall state his/her opinion as to whether got goals/objectives agreed upon are in the process of being, or have been, met and shall provide qualifying statements with direct references to the evaluation method used.
  - 10.3.4.4 The prime evaluator /designee and evaluatee will exchange written informal evaluations and discuss areas of agreement or disagreement.
  - 10.3.4.5 The prime evaluator/designee will complete Conference Form III and give the evaluatee an opportunity to make written comments or to state a written disagreement with the prime evaluator/designee's evaluation.

The prime evaluator/designee and evaluatee will meet together to sign Conference Form III. That evaluatee's signature does not indicate the evaluatee's agreement with the written evaluation, but indicates that s/ he has read the report and understands that s/he will have the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.

- 10.3.5 All evaluations of performance shall include any adjunct duties for which the evaluatee he may be responsible.
- 10.3.6 For good cause shown the District may, after consultation with the unit member, assign an alternate evaluator if the prime evaluator/designee does not adhere to the evaluation agreement. The alternate evaluation will be attached to the original prime evaluator's report.
- 10.3.7 The prime evaluator for all unit members is their immediate supervisor as assigned by the Assistant Superintendent of Human Resources. Secondary evaluators may also be assigned by the Coordinator/Director of special education or designee to assist the prime evaluator in the evaluation of the unit member where required in the judgment of the Coordinator/Director or Special Education or designee or at the request of the employee. In the event a secondary evaluator is named, at the option of the District or the unit member, either the primary or the secondary evaluator will be someone qualified in the area of the employee's field of expertise. Qualified is defined as holding a professional degree or credentials in the employee's field. If the employee requests a secondary evaluator, the employee may select a secondary evaluator from among three qualified individuals nominated by the Coordinator/Director of Special Education.
- 10.3.8 Unless otherwise agreed upon, evaluations shall consist of normal and informal observations and interviews by the designated evaluator(s).
- Consideration shall be given to primary source information provided by site administrators having direct knowledge/contact with the employee being evaluated.
- 10.3.9 The evaluation of unit members, except for alleged violations of procedural matters, shall not be subject to the grievance procedure.
- 10.3.10 It is the intent of the evaluation process to validate competency in each of the standards as specified on the evaluation forms.



- 10.3.10.1 If an “area of concern” or “unsatisfactory” is checked on either Conference Form II or Conference Form III, a professional growth plan addressing those areas of concern, shall be mutually developed by the evaluator and evaluatee. Specific goals related to the perceived deficiencies will be included in the next scheduled evaluation. This does not preclude additional professional growth goals being identified mutual agreement. EC 44664.
  - 10.3.10.2 New employees or employees who are unknown to their evaluators will have goals related to the demonstration of proficiency in each of the professional standards.
- 10.3.11 The evaluation may include data obtained from unscheduled and scheduled observations. Unscheduled observations shall not exceed two (2) such observations for each scheduled observation. A minimum of a two (2) day notice shall be given prior to scheduled observations. The minimum number of type(s) of observations shall be agreed upon during the Initial Conference. Each evaluation shall include information relevant to at least one scheduled observation of professional practice. Each observation from which data is gathered for inclusion in the final evaluation may be followed by a conference within five (5) days to discuss the observation and complete necessary forms.
- 10.3.12 A unit member who receives an Area of Concern or Unsatisfactory rating on Conference Form II or III, shall mutually develop a professional growth plan designated to assist the unit member in correcting any cited deficiencies.
  - 10.3.12.1 The professional growth plan may include, but is not limited to the following:
    - 10.3.12.1.1 Specific recommendations for improvement;
    - 10.3.12.1.2 Direct assistance to implement such recommendations;
    - 10.3.12.1.3 Explanations of techniques to measure improvement;
    - 10.3.12.1.4 Time schedule to monitor progress; and
    - 10.3.12.1.5 Provision of resources needed to implement improvement.
- 10.3.13 Upon completion of the professional growth plan, the unit member shall be re-evaluated. The time requirements for the final evaluation will be extended by the amount of time devoted to the professional growth plan.

- 10.3.14 The evaluation of members of the unit, except for the alleged violations of Procedural matters, shall not be subject to the grievance procedure.
- 10.3.15 Evaluation timelines will be waived for employees serving less than the full academic year if there is not enough time to meet normal timelines. In any event conference forms III will be completed by the end of the academic year.
- 10.3.16 Relationship between “Area of Concern” and “Unsatisfactory”
- 10.3.16. 1 It is the intent of the evaluation process that evaluators will notify evaluatees of deficiencies whenever possible by indicating an “area concern” on a Conference Form prior to checking “unsatisfactory”. A second Conference Form II may be given to temporary or probationary employees no later than March 15th if they were not marked with an “area of concern” on the first Conference Form II and an “unsatisfactory” Conference Form III is anticipated. If necessary, the timeline for Conference Form III will be extended to ensure a sixty (60) calendar-day lapse between the final Conference Form II and Conference Form III. The Conference Form III will be completed by the end of the academic year.
- 10.3.17 In the event that a permanent employee is to be re-evaluated the following year, all standards will be re-evaluated with emphasis given to areas of deficiency. If on Conference Form III all areas are checked “satisfactory”, the permanent employee would ordinarily not be evaluated the following year.
- 10.3.18 Parallel Evaluator: The parallel evaluator option can be exercised only if at least one competency was marked “not effective/does not meet standards” in the last evaluation. The parallel evaluator completes the full process in addition to, and separately from, the primary/secondary evaluator. The parallel evaluator is selected by mutual agreement and must be designated prior to the completion of Conference 1. Conference 1 may be completed by all parties together (evaluatee and evaluators).
- 10.3.19 Replacement Evaluator: The replacement evaluator option can only be exercised after the parallel options have been exercised. The replacement evaluator completes the full evaluation process instead of the originally- designated primary evaluator. The replacement evaluator is selected by the teacher from a team of several certificated evaluators designated by the district. This option can be exercised only when requested by the NAPS Executive Board and the District and only when there is agreement that the employee's employment is in jeopardy.

10.4

Personnel Files:

- 10.4.1 The Office of Human Resources shall establish and maintain file(s) for each unit member. The file(s) shall be the official District repository for evaluation records.
- 10.4.2 Materials in personnel files are unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the member involved.
- 10.4.3 Every unit member shall have the right to inspect and receive a copy of such materials upon request, provided that the request is made at a time when such person is not actually required to render services during the work day to the employing District. The District may make a reasonable charge for such copies.
- 10.4.4 Information of a derogatory nature shall not be entered in files unless and until the unit member is given notice. A member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments hereon. Such review shall take place during normal business hours.
- 10.4.5 A unit member may have a representative present when he/she inspects his/her personnel file, or may authorize in writing a representative to review his/her file.

10.5

Public Charge:

- 10.5.1 A copy of any written complaint concerning a unit member made by a parent or outside member of the community shall be given to that member. The unit member may prepare a written response to the complaint which shall be attached to it and placed in the member's personnel file.
- 10.5.2 The unit member shall be afforded an opportunity for advice and counsel from a representative of the member's choosing before being required to respond to such complaints orally or in writing.
- 10.5.3 Materials regarding the complaint which may be entered into the unit member's files shall be processed in accordance with the Personnel File section of this article.

## ARTICLE 11: PROGRESSIVE DISCIPLINE

### 11.0 General Provisions:

The District reserves the right to utilize the following Progressive Discipline Process, only for just cause which will include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.

### 11.1 Progressive Discipline:

11.1.1 When appropriate, discipline shall be progressive as follows except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay.

#### 11.1.1.2 Verbal Counseling/Warning

The district shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference notation of the incident, which will not be placed in the unit member's personnel file.

#### 11.1.1.3 Written Warning

Subject to 11.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twenty-four (24) months. Written or the warnings will not be place in the units member's personnel file.

#### 11.1.1.4 Written Reprimand

Subject to 11.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

#### 11.1.1.5 Suspension Without Pay

Subject to 11.2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of the suspension will relate to the severity of the action.

11.2 Notice:

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the association president. The notice of suspension will contain:

- 11.2.1 A statement of the specific acts or omissions upon which the action is based;
- 11.2.2 A statement of the case(s) for which the action is recommended;
- 11.2.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- 11.2.4 Penalty proposed and effective date;
- 11.2.5 Copies of the documentary evidence upon which the recommendation is based.
- 11.2.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of article eight (Grievance Procedure) all of this agreement subject to 11.5.1 below.

11.3 Administrative Leave:

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail address to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

11.4 Arbitration:

- 11.4.1 Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article 8 of the Agreement commencing with section (Arbitration Level). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member for the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.
- 11.4.2 The association must request arbitration by delivering written notice of the appeal to the superintendent within twenty (20) working days after the receipt of the notice of suspension or written reprimand. If the association does not demand arbitration with the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

11.5 Confidentiality:

All information of proceedings regarding any actions or proposed actions pursuant to the article will be kept confidential by the parties to the extent permitted by law.

11.6 Education Code:

This article is intended for the purpose of suspension, to replace the provisions of the Education Code Section 44944, but will not apply to suspension pursuant to education code sections 44939, 44940 or 44942. Nor is this Article intended to preclude the District's right to re-elect probationary unit members.

## ARTICLE 12: GRIEVANCE PROCEDURE

### 12.0 Definitions:

- 12.0.1 A “grievance” is a claim by a unit member, or group of unit members similarly situated, that there has been a misinterpretation, misapplication or violation of an express provision of this Agreement.
- 12.0.2 An “aggrieved person” is the unit member/s who claim/s to have been adversely affected under the terms of this Agreement.
- 12.0.3 A “day” is any working day in which the District Office is open for business.
- 12.0.4 A “supervisor” is the administrator having immediate jurisdiction over the matter which gave rise to the grievance.
- 12.0.5 The “Association” is the Napa Association of Pupil Services.

### 12.1 Purpose:

- 12.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances of members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 12.1.2 Nothing contained herein will limit the right of any member of the bargaining unit having a grievance to discuss the matter informally with the appropriate administrator. The grievance may be adjusted without the intervention of the Association provided that the adjustment is consistent with the terms of this Agreement and that the Association has received a copy of the grievance, its proposed resolution, and had been given an opportunity to file a response.
- 12.1.3 Any grievance not appealed to the next level of the procedure within prescribed time limits shall be considered settled on the basis of the answer given at the preceding level. The number of days indicated at each level should be considered a maximum and the best efforts should be made to expedite the process. Time allowances set forth in this procedure may be extended by mutual consent for illness or incapacity of one of the parties.
- 12.1.4 In the event a grievance is filed at a time adjacent to an extended school holiday, the parties will use their best efforts to reach a mutual written agreement regarding modified timelines.

## 12.2 General Provisions:

- 12.2.1 Except as otherwise provided in Government Code section 3543, an aggrieved person may be heard personally or by a representative of his choice, who may be representative of the Association. An aggrieved person may authorize, in writing, the Association to pursue the grievance on his/her behalf. The association then becomes the grievant.
- 12.2.2 Should the processing of a grievance require attendance of the aggrieved person and a representative, if any, at a hearing during his/her regular duty assignment, s/he shall be released without loss of compensation. Arrangements for release time shall be made by the aggrieved person and representative with the immediate supervisor/s.
- 12.2.3 All Documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants in a grievance file in the Employee-Employer Relations Office.
- 12.2.4 Forms for filing grievances will be available on the district website and in the District Human Resources Office. The grievance form shall contain the name/s of the aggrieved person/s, appropriate administrator/s whose actions/s gave rise to the grievance, date of the occurrence, specific article and section of the agreement alleged to have been violated, a description of the grievance, the specific remedy requested and shall be signed and dated by the specific person/s.
- 12.2.5 The parties agree that no reprisals of any kind shall be taken by or against any participant in the Grievance Procedure.
- 12.2.6 The President, acting for the Association, may file a grievance, beginning at Level 2, claiming to have been adversely affected by the District.
- 12.2.7 Grievances concerning staffing ratios will be filed only if staffing ratios remain an issue after there are documented good faith problem solving efforts between NAPS and NVUSD, and recruitment efforts are not successful. NAPS agrees to continue to assist with the staffing process for the remainder of that school year until appropriate staffing ratios can be reached.
- Example of good faith effort includes, but is not limited to, the following:
1. The district has advertised in the local paper, a regional paper, at colleges and universities catering to speech and/or psychology programs, and at least one "trade journal".
  2. NAPS members have been represented in screening applicants and conducting interviews.



3. No viable candidates are found and/or candidates offered the open position(s) have refused them.
  4. Efforts are made to reduce the number of part-time leaves.
- 12.2.8 Any member of the negotiating team may convene a problem solving meeting when deemed necessary.
- 12.3 Procedure:
- 12.3.1 Informal Level: In order to be considered a grievance, the unit member must initiate action within twenty (20) working days of the time that s/he knew, or should have known, of the act or omission giving rise to the grievance.
- 12.3.1.1 The aggrieved person shall, within the twenty (20) day time limit, attempt to resolve the claim by an informal interest based problem solving conference with the immediate supervisor, utilizing the “Informal Grievance: Interest- Based Problem Solving” form at the request of the unit member, an Association representative may assist with interest based problem solving.
- 12.3.1.2 If an informal resolution has not been effected, the aggrieved person may, within five (5) days, file a formal grievance.
- 12.3.2 Level 1: Grievances shall be stated in written form on the “District Grievance Form: Level 1”. Relevant information obtained during the informal level should be listed. Copies shall be sent to the immediate supervisor, Coordinator/Director of Special Education and the Superintendent.
- 12.3.3 The Immediate supervisor, or representative, shall present a written decision to the grievant within ten (10) working days after receipt of the written grievance. Information copies of the decision shall be sent by the immediate supervisor to the member, Coordinator/Director of Special Education, the Superintendent and the Association.
- 12.3.4 A conference shall be held within the above time limits at the request of either the aggrieved person or the immediate supervisor.
- 12.4 Level II (Appeal to the Superintendent): If the grievance is not resolved at Level I, the aggrieved person may appeal the decision utilizing “District Grievance Form Level II” to the Superintendent/designee within the ten (10) days of receipt of the Level I response. This statement shall include a copy of the original grievance, the response, and a statement of the reasons for the appeal.

- 12.4.1 The Superintendent/designee shall respond to the aggrieved person, the Employer-Employee Relations Office, and the immediate supervisor in writing within ten (10) days of this appeal.
- 12.4.2 A conference shall be held at the request of either the aggrieved person or the Superintendent/designee within ten (10) days of receipt of the appeal.
- 12.5 Level III (Conciliation): If the aggrieved person is not satisfied with the level II decision, or if no decision is rendered within the specified time limits, s/he may request the Association to seek conciliation pursuant to this section.
  - 12.5.1 The Association, if concurring with the grievant's request to seek conciliation, in writing, within (10) days, will request the California Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent/designee and the grievant when the request is made.
  - 12.5.2 The California Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who, within fifteen (15) work days of appointment shall attempt to resolve the grievance. If for any reason the California Conciliation Service fails to or refuses to act as provided herein, the parties shall meet and seek alternative conciliation methods.
  - 12.5.3 The mediator shall not make written or public recommendations relative to the grievance.
  - 12.5.4 The conciliation/mediation process shall not exceed one (1) day.
- 12.6 Level IV (Arbitration): If the alleged grievance is not resolved at Level III, the unit member may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. The Association shall, within fifteen (15) days of receipt of such request, submit to the unit member in writing its decision regarding submission of the grievance to arbitration after notifying in writing the Superintendent or the Employer-Employee Relations Office.
- 12.7 Duties of the Arbitrator:
  - 12.7.1 The arbitrator shall consider only those issues which have been properly carried in writing through the steps of the grievance procedure.
  - 12.7.2 The arbitrator shall give all parties a reasonable opportunity to present evidence, witnesses and arguments.
  - 12.7.3 The arbitrator shall have no authority to interpret any state or federal law in the consideration of a grievance.

- 12.7.4 The arbitrator may recommend such remedies as he/she judges to be proper and reasonable.
  - 12.7.5 It is recommended by the parties that the arbitrator render a decision within fifteen (15) working days after the arbitration hearing.
  - 12.7.6 The decision of the arbitrator shall be final and binding on the parties unless within 30 days both the District and the Association agree to reject the arbitrator's award. If the arbitrator's award is rejected, the District and the Association will meet and seek alternative solutions.
  - 12.7.7 All costs of the arbitrator and court reporter shall be shared equally between the District and the Association.
- 12.8 Selection of the Arbitrator: The arbitrator shall be chosen by the parties alternately striking names from a list of five (5) names which shall be certified annually by the Board of Education and the Association. This list shall be established by the Board and the Association each submitting a list of names of ten possible arbitrators. Any names found on both lists shall be placed on the final list. Any remaining names required to establish the list of five (5) shall be selected by agreement of both parties or by lot if agreement is not reached.
- 12.9 If neither the District nor the Association files a request to the Board of Education to undertake review of the Arbitrator's decision within 10 working days of its receipt by the parties, then the decision of the Arbitrator shall be deemed adopted by the Board and become final and binding on all parties subject only to judicial review.

## ARTICLE 13: RETIREES

### 13.0 Reduced Service Employment:

- 13.0.1 Unit members, at their request and subject to District's approval, may elect to reduce their workload from full-time to regular part-time duties and receive full credit toward retirement, subject to the following conditions: (Ed Code 22713 aka Willie Brown)
- 13.0.2 Conditions:
  - 13.0.2.1 The agreement to reduce a member's workload shall be in effect at the beginning of the school year.
  - 13.0.2.2 The unit member must have reached the age of fifty-five (55) before July 1 of the school year in which part-time work is to commence.
  - 13.0.2.3 The unit member must be certificated and a full-time employee for at least ten (10) years and must have been in a full-time position for five (50 years immediately preceding the part-time employment. For purposes of this article, sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.
  - 13.0.2.4 The unit member may not participate after the age of sixty-five (65). Unit members reaching the age of sixty-five (65) years during the school year may continue through the year.
  - 13.0.2.5 The unit member shall receive health and welfare benefits in the same manner as a full-time unit member (See Government Code Section 53201).
  - 13.0.2.6 Minimum part-time employment shall be equal to one-half (1/2) of the number of days of the Notice of Employment required of a unit member during the final year in a full-time position. Payments will be on a monthly basis (12).
  - 13.0.2.7 STRS/PERS contributions will be based on the amount the unit member would have earned on a full-time basis.

13.0.2.8 Unit members who elect reduced service employment according to the provisions above may retire prior to the completion of a maximum of five (5) years, and, if less than sixty-five (65) years of age, request a (40) day early retirement contract (See Section 13.2). It is understood that in such cases the combined total of the reduced teaching contracts and the early retirement contracts shall not exceed five (5) years or until the age of sixty-five (65) years, whichever comes first.

13.0.3 Implementation:

13.0.3.1 No later than the first Friday in March the unit member who qualifies under the above conditions must submit a request for inclusion in the program on forms provided by Human Resources.

13.0.3.2 The reduced service employment of unit members shall be made at the convenience of the District and in the best interest of the students.

13.0.3.3 The annual contract executed between the District and the unit member participating in this program may be renewed annually for a period not to exceed ten (10) years, or to the age of sixty-five (65), whichever comes first (Ed Code 22713). This contract can be revoked only with the mutual consent of the Board and the unit member.

13.0.3.4 Prior approval must be received by the unit member from the Office of the Superintendent before entering the District's reduced service employment plan.

13.1 Health and Welfare Benefits for Retirees:

See Sections 5.5 and 5.6

#### ARTICLE 14: MISCELLANEOUS PROVISIONS

- 14.0 Upon appropriate written authorization from the members, the District will deduct from the salary of any member and make appropriate remittance for membership cost, annuities, credit union and any other plans or programs approved by the Board.
- 14.1 Should impasse be declared by either party, the declarant party shall be responsible to notify the Educational Employment Relations Board and to comply with its regulations for mediation and fact-finding.
- 14.2 Within sixty (60) days of ratification of the Agreement by both parties herein, sufficient copies will be prepared and delivered to the Board, employees of the Association as well as management members. The cost for preparing and delivering the copies for the Association members will be paid for by the Association. All other copies will be paid for the Board.

## ARTICLE 15: SAVINGS

- 15.0 If any provision of this Agreement is held to be contrary to law or a rule or regulation having force of law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 15.1 In the event that a provision is declared invalid, the parties to this contract shall meet within thirty (30) calendar days after the decision to discuss the effect of the decision and determine if renegotiation of that provision is necessary.

## ARTICLE 16: EXTENDED SCHOOL YEAR

- 16.0 This section shall become effective on the first day of the summer session (extended school year).
- 16.1 The summer school (extended school year) pay schedule shall be increased as reflected in Appendix C, attached.
  - 16.1.1 An employee shall be placed in the class of the summer school (extended school year) salary which corresponds to the number of semester units earned and registered with the Office of Human Resources as of the beginning of the summer school session (extended school year).
- 16.2 It is the specific intent of the parties to limit summer school (extended school year) employees to the language of Article 1, Article 12, and this Article 16, and these two articles alone.



#### ARTICLE 17: DURATION

- 17.0 This agreement shall become effective on July 1, 2019 and shall continue in full force and be effective until June 30, 2022 and year-to-year thereafter, unless one party notifies the other in writing no more than 150 days or less than 120 days prior to the expiration date of this Agreement of a desire to negotiate a successor agreement.

#### ARTICLE 18: REOPENERS

- 18.0 During the term of this agreement, the Association and the District shall have the right to reopen negotiations each year. Other issues will be addressed by the negotiating team as established in the Memorandum of Understanding between the Association and the District.

ARTICLE 19: COMPLETION OF MEET AND NEGOTIATE

- 19.0 This Agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any item, whether included in this Agreement or not, for the term of this agreement.
- 19.1 During the terms of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate except as otherwise provided in Article 17 and it is agreed that the Association and the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, EXCEPT that should the scope of representation be expanded or reduced by a court of competent jurisdiction, the PERB Board, or the legislature of the State of California, then one party may request in writing within thirty (30) days of such ruling or enactment, that the parties meet and negotiate over such item(s).

Signed on accepted on this \_\_\_\_ day of \_\_\_\_\_, 2019 in witness whereof we hereunto set our hands.

For the District (NVUSD)

For the Association (NAPS)

\_\_\_\_\_  
Dana Page  
Interim Assistant Superintendent, Human Resources

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Corinne Gomez  
President

\_\_\_\_\_  
Executive Director, Human Resources

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Lesley Walder

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Ashleigh Hautala

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Jennifer Klute