ARTICLE 2 – DURATION

Duration

2.1 The duration of this successor contract shall be from July 1, 2022 through June 30, 2025.

ARTICLE 7 – SAFETY CONDITIONS OF EMPLOYMENT

7.__ Safe and Healthy Workplaces:

The parties have an interest in maintaining a safe and healthy workplace environment for all staff and students. A National or State recognized epidemic (such as SARS-CoV-2) or declared Public Health threat may put students, families, and staff at risk. As such, the Parties agree to cooperate in promoting public health safety practices that are proven to protect all staff and students from threats to their health and safety at the worksite.

7.__ The employer will train its employees in appropriate and relevant public health measures, hygiene and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The Union will cooperate with the NCOE in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work absent a determination that such work poses a risk to health or safety.

7.__ The employer agrees to provide adequate personal protective equipment (PPE) such as masks and/or protective barriers mandated for staff and students, and commits to continuing strong infection control practices at the worksite as per guidance from the CDC, CDPH or the local public health department.
7. The parties agree to meet and confer regarding the effects of any future health and/or safety mandates subject to conditions of employment.

ARTICLE 9 - FRINGE BENEFITS

Health Insurance

9.1 Effective July 1, 2022, the maximum employer contribution will be single ($425), single plus one ($730) and family ($955) at proration level appropriate for each individual employee. Nothing contained herein shall preclude any unit member from exercising their right to redefine their appropriate level of coverage through open enrollment.

Effective July 1, 2023, the maximum employer contribution will be single ($450), single plus one ($750) and family ($970) at proration level appropriate for each individual employee. Nothing contained herein shall preclude any unit member from exercising their right to redefine their appropriate level of coverage through open enrollment.

The Employer and the Union agree to return to the bargaining table to negotiate for health insurance premiums if the CalPERS Kaiser single premium increases by more than 10% at the January 2024 renewal.

Effective July 1, 2024, the maximum employer contribution will be single ($475), single plus one ($775) and family ($995) at proration level appropriate for each individual employee. Nothing contained herein shall preclude any unit member from exercising their right to redefine their appropriate level of coverage through open enrollment.

The Employer and the Union agree to return to the bargaining table to negotiate for health insurance premiums if the CalPERS Kaiser single premium increases by more than 10% at the January 2025 renewal.

Domestic partners of employees subject to this article are eligible for coverage under the single plus one or family rate providing that official designation of the domestic partner is registered with the California Secretary of State and a copy of that registration and Certificate of Domestic Partnership is filed with the human resources department. (Appendix E.)
11. Hours of Employment

11.8 Effective July 1, 2022, Except for permit teachers, occupational or physical therapists, and teachers assigned to work on school district calendars, the normal weekly workday shall be 7 (seven) hours per day.**11.11 Prep Time:**

Certificated Unit members shall be entitled to four (4) hours of preparation time per month.

**ARTICLE 12 – WORK YEAR**

12.__ The work year for SLP / Early Childhood SPED team members shall be 182 or 200 days. The work year for Unit members who are members of the Assessment Team shall be 200 days.

13. Wages

13.1 The Union and the Employer agree to the following:

Effective July 1, 2018, Speech Therapists and Nurses are eligible for reimbursement from the employer for up to $500.00 per year for costs incurred during the fiscal year necessary to maintain their licensure and/or Professional Association Membership.

**2022-23**

Effective July 1, 2022, a 3.25% increase to the 2021-22 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses. In addition, the step increment from steps 14 – 24 shall be increased from 0.75% to 1.00%.

Effective July 1, 2022, a 4.00% increase to the 2021-22 Salary Schedule for Child Development Permit Teachers.

**2023-24**

Effective July 1, 2023, a 2.25% increase to the 2022-23 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses. In addition, the step increment from steps 12 – 14 shall be increased from 1.25% to 1.50%.

Effective July 1, 2023, a 2.75% increase to the 2021-22 Salary Schedule for Child Development Permit Teachers.
The Employer and the Union agree to return to the bargaining table to negotiate additional compensation in the event that there is a material unanticipated increase in the ongoing funding available to NCOE for student programs.

2024-25

Effective July 1, 2024, a 1.75% increase to the 2022-23 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses. In addition, the step increment from steps 6 – 8 shall be increased from 2.50% to 2.75%.

Effective July 1, 2023, a 2.25% increase to the 2021-22 Salary Schedule for Child Development Permit Teachers.

The Employer and the Union agree to return to the bargaining table to negotiate additional compensation in the event that there is a material unanticipated increase in the ongoing funding available to NCOE for student programs.

Effective October 1, 2021, all retention bonuses will be removed from the 2021-22 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses.

18. Mentoring Program

Unit members who are new to NCOE programs, but not new to the profession, may be provided with a mentor to provide support in their first or second year of employment with NCOE. Unit members who serve as mentors shall be paid a stipend of $750 per mentee they support per fiscal year. Stipends may be prorated for a portion of a fiscal year if only short-term support is needed. Serving as a mentor shall be on a voluntary basis, and unit members recruited to serve as a mentor shall be presented with an explanation of the expected time commitment and supports to be provided in writing prior to agreeing to serve as a mentor.

ARTICLE 19 – WORKING CONDITIONS

19.8 Caseload/Class Size Collaborative Process

A. LEVEL 1

1. If a unit member perceives that their class size/caseload is too large and has not been able to resolve the issue at the informal level, the unit member shall
describe the problem on the Caseload/Workload Concerns Form and present the form to the immediate supervisor (see NCOE Collaborative Problem-Solving Approach Form - Appendix F).

2. The immediate supervisor shall state their recommendation and rationale in writing on the Class Size Form.

B. LEVEL II

1. If unable to resolve the situation with the immediate supervisor, unit members may request, on the Class Size Form, a review by a designee of the Associate Superintendent, stating the reasons for disagreeing with the recommendation of the immediate supervisor.

2. Within twenty (20) teaching days (a day when students and the unit member are present), the designee will visit the classroom or evaluate the caseload in question as well as other classrooms or caseloads with similar student groupings. They will meet with the classroom teacher and immediate supervisor to review the specific class size/caseload and to compare with other similar classes/caseloads. The designee will state their recommendation and rationale on the Class Size Form. If the designee agrees that there is a problem of class size/caseload the unit member and their immediate supervisor may refer student(s) the Program Director for consideration of options.

OT/PT PROVISIONS

Prep Time:

OT/PTs shall be entitled to four (4) hours of preparation time per month.

23. Wages

23.1 The Union and Employer agree to the following:

Effective July 1, 2018, Occupational Therapists and Physical Therapists, are eligible for reimbursement from the employer for up to $500.00 per year for costs incurred during the fiscal year necessary to maintain their licensure and/or Professional Association Membership.
2022-23

Effective July 1, 2022, a 3.25% increase to the 2021-22 Salary Schedule for Occupational and Physical Therapists, plus an additional 1.70% increase for steps 13 – 24.

2023-24

Effective July 1, 2023, a 2.25% increase to the 2022-23 Salary Schedule for Occupational and Physical Therapists, plus an additional 1.60% increase for steps 15 – 24.

The Employer and the Union agree to return to the bargaining table to negotiate additional compensation in the event that there is a material unanticipated increase in the ongoing funding available to NCOE for student programs.

2024-25

Effective July 1, 2024, a 1.75% increase to the 2022-23 Salary Schedule for Occupational and Physical Therapists, plus an additional 1.45% increase for steps 15 – 24.

The Employer and the Union agree to return to the bargaining table to negotiate additional compensation in the event that there is a material unanticipated increase in the ongoing funding available to NCOE for student programs.

**CLOSING PROVISIONS**

**ARTICLE 34 – TERM**

34.1 The term of this successor contract shall be from July 1, 2022 through June 30, 2025.

This concludes all bargaining for 2022-23

Reopeners for fiscal year 2023-24 shall include up to two non-monetary language articles.

Reopeners for fiscal year 2024-25 shall include up to two non-monetary language articles.

**AGREED THIS 30th DAY OF MARCH, 2022.**
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