

**EMPLOYER – EMPLOYEE  
AGREEMENT**

**BETWEEN**

**NAPA COUNTY  
SUPERINTENDENT OF SCHOOLS**

**AND**

**Napa County Federation of  
Teachers, American Federation  
Local 4067**

**AFL-CIO**

**NAPA, CALIFORNIA 94559**

**July 1, 2025 – June 30, 2028**

# Table of Contents

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
	Preamble	
1	Recognition	<a href="#">1</a>
2	Duration	<a href="#">2</a>
<b>NCFT PROVISIONS</b>		
3	Federation Rights	<a href="#">3</a>
4	Grievance Procedure	<a href="#">5</a>
5	Fair Practice	<a href="#">7</a>
<b>EMPLOYEE PROVISIONS</b>		
6	Safety Conditions of Employment	<a href="#">8</a>
7	Employee Evaluations	<a href="#">11</a>
8	Fringe Benefits	<a href="#">15</a>
9	Leave of Absence	<a href="#">17</a>
<b>CERTIFICATED PROVISIONS</b>		
10	Hours of Employment	<a href="#">25</a>
11	Work Year	<a href="#">26</a>
12	Wages	<a href="#">27</a>
13	Early Retirement	<a href="#">32</a>
14	Transfers	<a href="#">33</a>

15	Part-Time Contracts	<a href="#">36</a>
16	Extended Year & Summer Programs	<a href="#">39</a>
17	Peer Assistance & Review Programs	<a href="#">40</a>
18	Working Conditions	<a href="#">49</a>
19	Meet & Consult Agreements	<a href="#">52</a>
<b>OT/PT PROVISIONS</b>		
20	Classification	<a href="#">53</a>
21	Definitions	<a href="#">54</a>
22	Wages	<a href="#">55</a>
23	Holidays	<a href="#">57</a>
24	Vacations	<a href="#">59</a>
25	Job Sharing	<a href="#">60</a>
26	Instructional Materials	<a href="#">61</a>
27	Staff Development	<a href="#">62</a>
28	Personnel Files	<a href="#">63</a>
29	Public Charges	<a href="#">64</a>
30	Layoff	<a href="#">65</a>
<b>CLOSING PROVISIONS</b>		
31	Savings	<a href="#">67</a>
32	Completion of Agreement	<a href="#">68</a>
33	Term	<a href="#">69</a>
<b>APPENDICES</b>		

Appendix A	Salary Schedule for Child Development Teachers
Appendix B	Guidelines for Evaluation of Certificated Personnel
Appendix C	Declaration of Domestic Partnership
Appendix D	NCOE Collaborative Problem-Solving Approach
Appendix E	Salary Schedules for Occupational and Physical Therapists

## **PREAMBLE**

The Napa County Superintendent of Schools, hereinafter the "Employer," and the Napa County Federation of Teachers, American Federation of Teachers, Local 4067, AFL-CIO, hereinafter the "Union," "NCFT" or "Federation" hereby agree as follow.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

The Employer recognizes the Union as the exclusive bargaining representative of all non-management certificated employees, permitted child development employees, occupational therapists and physical therapists (OT/PTs) paid directly through the Employer but excluding management, confidential, supervisory employees, psychologists, and substitute teachers.

**ARTICLE 2 – DURATION**

**2.1 Duration**

The duration of this successor contract shall be from July 1, 2025, through June 30, 2028.

## **NCFT Provisions**

---

### **ARTICLE 3 – FEDERATION RIGHTS**

- 3.1 The Employer shall make available to the Union public information concerning the County Office of Education which the Union may deem to be relevant to negotiations and this Agreement.
- 3.2 The Union shall be entitled to appear on the Board agenda upon written request to the Superintendent, by 5:00 p.m., fourteen (14) calendar days prior to the regular Board meeting. The Union shall be entitled to speak to agenda issues relevant to unit members prior to a vote on such matters without prior Board notification. The Union will receive a copy of the minutes after the meeting of the Board.
- 3.3 The Union President or designee shall have access to schools and facilities, informing site administrators, when necessary, to meet with unit members at reasonable times during the work day.
- 3.4 Whenever members of the Union are scheduled by the Superintendent/their agents, or PERB, to participate during work hours in conferences, meetings, or negotiations with respect to this Agreement, they shall be granted necessary time and shall suffer no loss in pay.
- 3.5 Copies of this Agreement and addenda thereto between the parties shall be distributed by the Union to each unit member covered by this Agreement. The Employer agrees to meet with the Union within five (5) days after the signing of this Agreement for the purpose of arranging to authorize the printing of the Agreement and any addenda thereto. The parties agree to equally share the cost of printing sufficient copies as agreed upon at the time at the lowest possible cost.
- 3.6 The Union shall have the right to hold meetings in a County school or facility upon request to the administrator in charge of a building.
- 3.7 The Employer agrees to the use by the Union of the mail system and/or mailboxes in and among the school buildings.
- 3.8 The Union shall have reasonable access to adequate bulletin board space for the purpose of posting notices and bulletins.
- 3.9 **New Employee Onboarding and Orientation**  
The Employer will notify the Union via email when a new hire is onboarded. The Union shall:
  1. schedule a fifteen (15)-minute meeting for the Union representative to meet with new hires within the first ten (10) days of service. Both the Union representative and the new hire(s) shall be on paid time.
  2. provide the Union information packet in the Union's orientation with the new employee. It shall be the responsibility of the Union to ensure the membership application is submitted to payroll and a copy to Human Resources for the employee file.

The Employer shall:

1. provide to the Union ten (10) days advance notice of any scheduled new employee orientations (*Gov. Code §3556*);

2. provide to the union the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within ten (10) days of hire or by the first pay period of the month following hire (*Gov. Code §3558*); and
  3. provide to the union the information in #2 every one-hundred and twenty (120) days for all employees (*Gov. Code §3558*).
- 3.10 **Annual Union Leave**  
The Superintendent shall make available to the Union up to fifteen (15) days to carry out Union business.
- 3.11 The Union shall provide prior written notification to the Superintendent stating the days of leave needed for the person or persons so designated.
- 3.12 The unit member taking such leave shall suffer no deduction from any other type of leave for which they are entitled to.
- 3.13 **Payroll Deductions for Dues and Benefits**  
The employer will deduct and forward from the monthly paycheck of each unit member, Union dues and other voluntary deductions as authorized in writing by the unit member on the mutually accepted form.
- 3.13.1 All Union dues collected by the Employer as a result of deductions shall be remitted to the appropriate financial officer together with a printout of each payee's name each payroll period.
- 3.14 The Union shall indemnify and hold harmless the Employer from any claims made of any nature and against any lawsuit instituted against the Employer arising from its deduction for the dues, insurance or benefit programs of the Union.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

### **4.1 Definitions**

The term "grievance" shall mean a claim that there has been a misinterpretation, misapplication, or violation of this Agreement.

4.2 The term "grievant" shall mean the Union or bargaining unit member alleging there has been a misinterpretation, misapplication, or violation of this Agreement who files a grievance.

4.3 The term "day" or "days" shall mean a day in which the administrative office is open for business.

4.4 "Immediate supervisor" is the lowest level supervisor who has been designated to adjust grievances and having immediate jurisdiction over the grievance. The Union shall be supplied a current and updated list of supervisors of bargaining unit employees represented by NCFT as defined herein.

### **4.5 General Application**

At any level the grievant may be accompanied by: A representative of the Union or A representative of their choice.

4.6 All grievance decisions at each level shall be provided to the grievant and Union in writing.

4.7 No decision or judgment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.

4.8 Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the grievant to submit an appeal at the next step of this procedure. However, time limits as specified may be extended at any time by written mutual agreement.

4.9 Whenever time for investigating or resolving grievances is necessary during the school day, the Union representative will be allotted Union Leave as specified in the Leave policy of this Agreement.

4.10 Documents or records of any grievance shall be kept in a separate grievance file and shall not be placed in the personnel file of any grievant.

4.11 No grievance shall proceed to arbitration until the Union has been provided an opportunity to respond. The Union shall have five (5) days from notification by the Employer in which to respond regarding the presentation of its position on the grievance.

4.12 Notwithstanding other provisions of this article, on behalf of a grievant, the Union may:

Meet on a consultative basis with the Superintendent on potentially grievable matters prior to a grievance being filed.

Request a waiver of Level I of the Grievance Procedure from the Superintendent. This clause shall not negate the grievant's duty to present a timely grievance.

### **4.13 Procedure**

The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. In order to be considered, a grievance must be initiated within fifteen (15) days of the occurrence

or the time the grievant knew or should have known of the occurrence giving rise to the allegations(s). The parties agree that these proceedings shall be as informal and confidential as appropriate at each level.

**4.13.1 Level I**

The grievant shall present their grievance to their immediate supervisor orally. The immediate supervisor shall orally respond to the grievant within five (5) days.

**4.13.2 Level II**

If the grievant is not satisfied with the response at Level I or if no response is made, the grievant may, within five (5) days after the oral response, reduce the grievance to writing and file it with the immediate supervisor stating the name of the grievant, the date of occurrence, the specific article violated, a description of the grievance, the specific remedy requested, and shall be signed and dated by the grievant. The grievant's supervisor shall respond within five (5) days in writing to the grievant.

**4.13.3 Level III**

If the grievant is not satisfied with the response at Level II or if no response is made within the time provided, the grievant may appeal in writing to the appropriate Associate Superintendent within five (5) days of receipt of Level II response. The appropriate Associate Superintendent shall respond to the grievant's appeal within five (5) days in writing.

**4.13.4 Level IV**

If not satisfied with the decision at Level III, the grievant may, within five (5) days of receipt of Level III response, submit a request in writing to the Superintendent/designee for arbitration of the dispute.

The arbitrator shall be selected from a list received by the parties from the California State Mediation and Conciliation Service (*SMCS*). Selection shall be made by each party alternately striking names until only one (1) name remains.

The arbitrator shall conduct a hearing, at which both parties may present evidence. The Arbitrator shall render the decision in writing and shall set forth their findings in fact, reasoning, and conclusion on the issues submitted. The decision of the Arbitrator, consistent with the language of this Article, shall be binding on both parties.

The fees and expenses of the arbitrator shall be shared equally by the County Office and Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. If any grievance meeting or hearing shall be scheduled during the school day, a reasonable number of teachers required to participate as witnesses or grievant(s) in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

## ARTICLE 5 – FAIR PRACTICE

### 5.1 **Fair Practice**

The Employer and Union shall not discriminate in contradiction to law against any unit member on issues of evaluation, transfer, wages or any other condition of this Agreement on the basis of race, ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression or genetic information or any other characteristic identified in *Education Code 200 or 220*, *Penal Code 422.55*, *Government Code 11135*, or based with a person or group with one or more of these actual or perceived characteristics, and policies of NCOE as they relate to this Agreement.

# EMPLOYEE PROVISIONS

Certificated and OT/PT

---

## ARTICLE 6 – SAFETY CONDITIONS OF EMPLOYMENT

- 6.1 Safety is a continuing concern to both Employer and unit members. The Employer shall provide a unit member with safe working conditions at all times
- 6.2 The Employer and unit members shall conform to and comply with all health, safety, and sanitation requirements imposed by State and/or Federal law or regulations adopted under the State and/or Federal law including those prescribed by CAL-OSHA.
- 6.3 Unit members are to report any alleged unsafe or potentially unsafe conditions to their immediate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member's report of written unsafe conditions, the Superintendent/designee will acknowledge in writing what action will be taken on the reported condition. Such response shall occur within five (5) days.

### 6.4 Bodily Harm – Threats

Any unit member who is threatened with bodily harm or who suffers bodily harm by an individual or group while fulfilling assigned duties shall promptly make a report to the immediate supervisor who shall inform the Superintendent/designee and the designated law enforcement agency, when appropriate. The Employer shall give legal and other related assistance in accordance with applicable law for any assault upon the unit member while fulfilling assigned duties.

When absence arises out of or from such assault or injury, which occurs within the scope of employment, the unit member shall not forfeit any sick leave or personal leave.

Damage or destruction of clothing or personal property that is affixed to a unit member while fulfilling duties within the scope of employment shall be reimbursed when damage is due to assault. Payment of claims for reimbursement for items other than specified here must have prior approval from the unit member's immediate management supervisor.

### 6.5 Occupational Exposure to Bloodborne Pathogens

The employer agrees to establish standards of protection from bloodborne pathogens for employees who may reasonably anticipate to come into contact with human blood and other potentially infectious materials in the course of performing their assigned duties. The employer agrees to establish a written exposure control plan for employees regarding occupational exposure to blood and other potentially infectious material. The control plan shall include the following provisions:

- 6.5.1 The employer shall publish and post health and safety rules at all work sites to reduce the risk of contamination.
  - 6.5.2 The employer will establish a method for keeping records of exposure incidents, post-exposure follow-up, hepatitis B vaccinations, and employee training.
- 6.6 The employer will determine if the health plan covering employees provides Hepatitis B

vaccinations without cost to the employee. If so, the employer will inform employees how to obtain vaccinations under the plan. In the event the plan does not provide for vaccinations, the employees with occupational exposure to bloodborne pathogens will be provided the following at employer expense.

#### 6.6.1 Voluntary Hepatitis B Vaccination Series

6.6.1.1 Employees who choose not to accept the vaccine must sign a declination form.

6.6.1.2 Employees who decline the vaccine may elect to be vaccinated at a later date.

6.6.2 Medical follow-up and appropriate counseling if an exposure incident occurs.

6.6.3 The employer agrees to provide in-service training on human immunodeficiency virus infection (*HIV infection*), acquired immune deficiency syndrome (*AIDS*), and Hepatitis B to all employees regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows.

6.6.3.1 At the time of initial assignment to tasks where exposure may take place.

6.6.3.2 At least annually thereafter.

6.6.4 The employer agrees to provide warning labels and containers for regulated waste.

6.6.4.1 Bags and/or containers **Colored Red** may be substituted for labels.

6.6.4.2 Labels shall include the *Biohazard* legend:

**BIOHAZARD •**

Or in the case of Regulated Waste the Legend

**BIOHAZARD WASTE •**

As described in Health & Safety Code Sections 25080–25082, these labels shall be fluorescent orange or orange-red or predominately so, with lettering and symbols in contrasting color



#### 6.7 Safe and Healthy Workplace

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.

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.

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.

The parties agree to meet and confer regarding the effects of any future health and/or safety mandates subject to conditions of employment.

#### **6.8 Special Safety Conditions**

The Employer shall provide all employees who work with students' annual behavior management training to include best practices on how to protect themselves from and manage students who demonstrate assaultive behavior towards other students and/or staff.

Unit members who work with students who have potentially assaultive behaviors or medical conditions, which might prove injurious to them or others, shall be provided with a telephone and an emergency communication system. All unit members shall be provided with a lockable storage place.

#### **6.9 Bus Loading Zones**

The Employer shall provide safe and well-marked bus loading zones for the protection of students and unit members when assisting students on and off buses.

## ARTICLE 7 - EMPLOYEE EVALUATIONS

### 7.1 Regulations

Employees shall be given a copy of the evaluation instrument and deadlines, as well as written job descriptions within the first ten (10) days of school. Copies of changes will be provided to unit members as they occur. Orientation meetings shall be conducted within the established work year as needed. The Employer will meet and consult with the Union on orientation meeting agendas.

- Evaluator will use the Napa County Continuum of Teaching Standards (*based on the California Continuum of Teaching Standards*) to evaluate K-12 teachers in the five domains with the continuum: planning and design instruction, classroom management, assessment, and professional responsibilities. (*See Appendix D*).
- Evaluator will use the Napa County Continuum of Early Childhood Teaching Standards to evaluate Early Childhood teachers in the five domains with the continuum: planning and design instruction, classroom management, assessment, and professional responsibilities: (*See Appendix D*).
- Evaluator will use the agreed upon instrument to evaluate Occupational and Physical Therapists.

The evaluation process shall be concluded thirty (30) calendar days prior to the last day of school. Unit members will be evaluated within the same timeframe as other unit members. June 30 is to be considered the last day of school for year-round programs.

### 7.2 Process

Unit members may be evaluated by either Evaluation Process A or B. Evaluation Process A will be used unless the request for Process B is approved by the Employer. The Employer shall notify unit members who are to be formally evaluated by October 31 of each year. The evaluation and/or observation of unit members shall be the responsibility of management.

7.2.1 Temporary, probationary and categorical unit members shall be evaluated each school year.

For late-start probationary employees hired between November 1 and March 1, notification of when an evaluation will take place during the first year will be provided within 60 working days from the hire date.

Unit members with permanent status and CTE temporary status will be evaluated every other school year, starting with the second (2<sup>nd</sup>) year of permanent status. Unit members who have been employed by the Napa County Office of Education for at least six (6) years and who have permanent status will be evaluated every five (5) years, starting with the seventh (8<sup>th</sup>) year of service, on the following basis:

- 7.2.1.1 Are "highly qualified" if serving in a position required to be filled by a "highly qualified" unit member. (*"highly qualified" as defined in 20 U.S.C. Sec. 6301, et seq.*)

- 7.2.1.2 Whose previous evaluation rated the unit member as meeting or exceeding standards.
- 7.2.1.3 The unit member or Superintendent/designee may withdraw agreement for the five-year evaluation at any time.

### 7.3 Teachers and Speech Therapists:

Prior to the Planning Conference, teachers and speech therapists shall receive all necessary evaluation materials, including the Evaluation Process and Procedures, Classroom Observation Report Form, and the Evaluation Planning Form.

#### 7.3.1 Occupational and Physical Therapists:

Prior to the Planning Conference, Occupational/Physical Therapists shall receive all necessary evaluation materials, including the Evaluation Process and Procedures, Classroom Observation Report Form, and the Evaluation Planning Form.

#### 7.3.2 Nurses:

Prior to the Planning Conference, nurses shall receive all necessary evaluation materials, including the Evaluation Process and Procedures, Classroom Observation Report Form, and the Evaluation Planning Form.

### 7.4 Planning Conference

The Planning Conference shall be held before the first formal observation. At this Planning Conference the unit member and evaluator shall:

- Review the Evaluation Process and Procedures.
- The unit member will be evaluated upon 3 mutually agreed upon standards between the unit member and the evaluator.
- Develop the evaluation plan on the Evaluation Plan form.

### 7.5 Evaluation Process A:

Evaluation is based upon accumulated data from observations:

- Observations shall be both formal and informal.
- A formal observation is defined as one arranged by the evaluator and evaluatee at least two (2) days in advance of the observation.
- An informal observation is unannounced.

7.5.1 At least one (1) formal observation and one (1) informal observation by the evaluator are required before the final evaluation conference. The formal evaluation will focus on the stated goals and objectives.

7.5.2 After an informal observation either the evaluator or evaluatee may request a conference. At the conference the evaluator will discuss with the unit member cited commendations and/or deficiencies and make specific recommendations for improvement.

7.5.3 A conference will be held within five (5) school days after a formal observation. At the conference the evaluator will discuss with the unit member

cited commendations and/or deficiencies and make specific written recommendations for improvement.

- 7.5.4 One formal observation shall be scheduled with the unit member. Additional observations may be scheduled to address identified areas of concern or unacceptable performance.

Prior to each formal observation the evaluator will meet with the unit member at a Pre-Observation Conference to discuss the objective(s) of the activity(ies) to be observed and within the context of the identified standards. The Pre-Observation conference will be scheduled as close to the formal observation as is practicable.

If there are any areas of concern or recommendations for improvement, the evaluator shall prepare a written report and provide a copy to the unit member within 15 work days of the formal observation.

At the conference the evaluator will discuss with the unit member cited commendations and/or deficiencies and make specific written recommendations for improvement. Unit members will be given a copy of the complete evaluation at the time their signature is affixed, although such signature does not necessarily indicate agreement.

Factors not observed by the evaluator in on-site observations will not be included in the evaluation unless agreed to by the parties.

- 7.5.5 The evaluator shall provide the unit member with a written Summative Evaluation Report not later than 30 days before the last school day scheduled on the adopted calendar for their department. This report will summarize the information collected during the implementation of the evaluation plan. Before the last day of student attendance, the evaluator shall meet with the unit member to discuss the summative evaluation.

- 7.5.6 Teachers who disagree with their evaluation may, within five (5) days of receipt, reduce their comments to writing and have such comments attached to the evaluation in their personnel file.

- 7.5.7 Certificated Teachers, Speech Therapists and Nurses receiving an unsatisfactory Performance Evaluation (*based on Continuum of Teaching Standards*) will be referred to a mentor.

- 7.5.8 **Alternatives to Meet Performance Deficiencies**

A unit member who receives an unsatisfactory evaluation in the area of teaching methods or instruction may be required by the Employer to participate in a program designed to improve appropriate areas of the unit member's performance. If the required program is during the regular school day, the Employer shall provide release time in order that the unit member may attend. If the program is outside the regular school day, the number of hours per week required shall be limited to three (3). The unit member shall be compensated for these hours at the regular hourly rate. If the Employer requires that additional units of coursework be taken at an accredited institution of higher education,

the Employer shall pay all costs related thereto, except that if the unit member wishes the units to be used for class transfer, the unit member must pay for the cost of the units taken.

#### 7.5.9 **Action Plan to Improve Performance**

When an employee fails to meet job requirements or receives an evaluation citing "does not meet expectations in attainment of mutually established goals and objectives," the evaluator will call a meeting of the employee, appropriate administrator, and NCFT representative.

The purpose of the meeting is to discuss and define an action plan to improve job performance. The plan will address specific areas in need of improvement. The plan will provide written, observable, and measurable objectives. This action plan will also include specific goals, objectives, timelines, and administrative support options (*i.e., classes, mentoring, regular performance evaluation*). This action plan will be reviewed at thirty (30), sixty, (60), and ninety (90) day intervals. When the employee meets the criteria to improve within the timetable, no further steps are required.

7.5.9.1 If the employee fails to meet the improvement criteria by the end of the ninety (90) days, the administrator may recommend a continued extension of the timeline with additional direction for improvement, or the administrator may recommend a transfer to a position where it is believed the employee will perform more satisfactorily.

After the transfer, support will be provided, and the employee will be provided feedback on a continuing basis. If the employee meets the criteria by the end of ninety (90) days, no further steps are needed. If the employee shows continuing progress, the administration may provide continuing evaluation and support.

7.5.9.2 If performance remains unsatisfactory, the administration may choose to initiate procedures provided for in the Education Code.

#### 7.6 **Evaluation Process B:**

Upon six years of employment with the NCOE, unit members may choose to use the process and timeline noted above in Process A, or may determine a goal and design a project to be approved by the administrator by October of the evaluation year. The administrator and unit member will develop a mutually agreed upon one or two-year timeline to complete the project.

## **ARTICLE 8 - FRINGE BENEFITS**

### **8.1 Health Insurance**

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.

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.)

8.1.1 Employees hired before January 1, 2005 will receive a cash option in lieu of health insurance in the amount of Kaiser for one (\$325). Employees hired after January 1, 2005 will receive (\$325) per month. Effective January 1, 2006, all new employees electing cash-in-lieu benefits will be offered \$200 per month (pro-rated for less than full-time). If the employee chooses this option they are eligible for a separate vision plan at their own expense.

8.1.2 Any premium amounts paid by employee shall be handled through an employee payroll deduction. The employee may pay their contribution through the Section 125 Plan.

### **8.2 Dental/Vision Insurance**

Effective January 1, 2005, the maximum employer contribution for the dental insurance program will remain at \$101.99 per month at proration level appropriate for each individual employee.

8.2.1 Effective January 1, 2005 the maximum employer contribution of the vision insurance program will remain at \$13.09 per month at proration level appropriate for each eligible individual employee.

8.2.2 Any premium amounts paid by employee shall be handled through an employee payroll deduction. The employee shall pay their contribution through the Section 125 Plan.

### **8.3 Retiree Benefits**

Effective January 1, 2005, the maximum employer contribution for unit members who retire will be \$325 per month until age sixty-five (65). The retiree shall be 55 years of age or older for STRS and 50 years of age and older for PERS and shall have completed a minimum of ten (10) years of service to the Employer.

### **8.4 Employees on Leave**

The employer shall allow unit members on unpaid leave of absence to remain a member of the insurance groups, if the carrier permits, upon full payment of the premium to the employer by the unit member. Payments must be made to the payroll office of NCOE no later than the first of each month in advance of the month to be covered.

### **8.5 Change in Carriers**

The employer shall meet and consult with the union before any changes in carriers for fringe benefits are made. There shall be no reduction of benefits for unit members as a result of changes in insurance carriers unless agreed upon by both parties.

## ARTICLE 9 – LEAVES OF ABSENCE

### 9.1 Rules Governing Leaves

- 9.1.1 Any unit member upon their request shall be granted a leave of absence, either full or partial assignment, from employment with the County upon application to and approval of the Employer without pay for a maximum of one (1) year at a time.
- 9.1.2 A unit member on partial leave shall receive pro-rated health and welfare benefits pursuant to Article 11.5. However, those unit members on leave whose assignment remains 80-99 % shall receive the appropriate proration and not be treated as full-time members.
- 9.1.3 All unit members on approved leave shall retain seniority as of rendered paid service.
- 9.1.4 Request for long-term leaves shall be made to the Office of the Superintendent, in writing, at least thirty (30) workdays prior to the commencement of the leave. The Superintendent may waive the thirty (30) workday notification period.
- 9.1.5 Extension of long-term leaves without pay for a period up to an additional year shall be renewed upon receipt of a written request and approval of the Employer. Requests for an extension of long-term leave shall be made by March 1 prior to the expiration of the leave.
- 9.1.6 A unit member on long-term leave shall be permitted to make payments to the Employer to assure the continuance of all unit member benefits, if the carrier permits. The absence on paid leave shall not be construed as a break in service for retirement benefits.
- 9.1.7 Upon return from a leave of one year or less, a unit member may be returned to their former position. If the position no longer exists, the unit member shall be placed (a) at the same teaching site or (b) at an equivalent position. Upon completion of a leave of more than one year the unit member may be returned to their former position, provided the position is not occupied by a permanent employee. The returning unit member shall be provided with a list of all available vacancies.
- 9.1.8 The unit member has the right to return to their former position upon request prior to the stated conclusion date of their leave of absence, if no contract has been signed by the person replacing the unit member on leave.
- 9.1.9 When a unit member is absent from duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill their position during their absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had they been employed. The employer shall make every reasonable effort to secure the services of a substitute employee. A unit member is eligible to receive this benefit each school year.

9.1.10 Any unit member granted a leave under this Article shall be required to notify the personnel office on or before March 1 of the year in which the leave occurs of the intention to return or not to return to work. In the absence of such notification it is agreed that the unit member has waived rights under Section 8.1.7.

Unit members contracted on a twelve (12) month basis shall be required to notify the personnel office no less than three (3) months prior to the ending date of their leave.

## **9.2 Paid Leave**

### **9.2.1 Sick Leave**

9.2.1.1 Full-time certificated unit members are entitled to ten (10) work day's sick leave each work year commencing on the school year of service. Full-time permit teachers are entitled to twelve (12) workdays sick leave each year commencing with each school year. Unit members shall earn one and a half (1.5) additional sick leave days for extended year worked a six-week extended session, pro-rated for less than six weeks. One additional sick leave day for 11-month (200 days) employees for total of 11 days. Ratified 3/31/16

9.2.1.2 An employee who knows they are ill and unable to come to work is required to enter the absence into the absence management system, and make direct contact with their supervisor, at least two (2) hours prior to the start of their workday to permit the Employer time to secure a substitute if needed. In emergencies if an employee cannot enter the absence two (2) hours in advance the employee shall enter the absence, call the sub caller, and make direct contact with their supervisor as soon as possible.

9.2.1.3 If a teacher does not take the full amount of sick leave allowed in any work year, the amount not taken shall be accumulated from year to year.

9.2.1.4 A physician's written verification of the specific nature of the illness or accident may be required by the Superintendent after three (3) consecutive workdays missed.

However, the Superintendent/designee may request proof of illness for less than three (3) days if the employee has been previously warned about improper use of sick leave.

If improper use is suspected the County may send the unit member to a Physician of their choosing at the County's expense to verify the specific nature of the illness or accident. Abuse of the sick leave provision is subject to disciplinary action.

9.2.1.5 At the beginning of each new school year, each unit member shall receive an accounting in writing of the total number of sick leave days they accumulated to that time.

### **9.3 Personal Necessity Leave** (*Ed.Code 45207*)

- 9.3.1 Each year, unit members may use up to the total number of earned sick leave days accrued by the unit member that year at his/ her election, in cases of personal necessity.
- 9.3.2 The unit member shall not be required to secure advance permission for leave taken for the following: (a) death or serious illness of a relative, unborn child, dependent, or special relation; or (b) accident involving their immediate family; and (c) personal matters which do not fall within category (a) and (b) and which cannot be handled outside of the normal workday. No portion of this leave shall be used for vacation leave or any part thereof.
- 9.3.3 Up to three (3) days per year of personal necessity leave shall be granted without prior permission excluding the day before or after recesses and holidays. In all other circumstances, exclusive of those outlined in 10.3.2 advance notification of the immediate management supervisor is required. Proof of the use of personal necessity leave may be requested by the Superintendent or designee.

### **9.4 Sick Leave Bank**

- 9.4.1 Purpose. The Sick Leave Bank may provide eligible leave credit to a unit member when the unit member or a member of their family experiences a catastrophic illness or injury. Leave credit may be granted from the Sick Leave Bank only when the illness or injury is expected to incapacitate the unit member or the family member for an extended period of time, and the unit member has exhausted all sick leave and other paid time off from work. "Family" as used in this section refers to child, spouse, and child of spouse, designated domestic partner, or parent of the employee. Designation of the domestic partner must be made on the appropriate personnel form prior to the domestic partner's illness.
- 9.4.2 Sick leave credit accumulated in the sick leave bank may be donated to an employee when all of the following requirements are met.
  - 9.4.2.1 Verification of catastrophic illness or injury has been presented to the sick leave committee (the employer).
  - 9.4.2.2 The members of the sick leave committee have determined the unit member is unable to work due to the unit member's or their family member's catastrophic illness or injury.
  - 9.4.2.3 The unit member has exhausted all accrued sick leave credit.

#### **9.4.3 Contributions to the Sick Leave Bank**

Contributions shall be voluntary for all unit members according to the terms of this Agreement.

- 9.4.3.1 No unit member may donate eligible leave credits unless they have a minimum of twenty (20) days of accumulated leave credit on record with the employer. A unit member may donate leave credit only in

excess of the minimum twenty (20) days on record. Leave credit may be donated only in normal workday units. A normal workday unit for these purposes shall mean seven hours per day for other than Children's Center permit teachers. Children's Center permit teachers' units of credit shall be in eight-hour units.

9.4.3.2 All transfers of sick leave into the sick leave bank are irrevocable.

#### **9.4.4 Sick Leave Committee**

The sick leave committee shall consist of three (3) members of the Union and two (2) members of the administration. Unit members will be selected by the Union in a manner prescribed by the executive board.

The administration members shall be appointed by the Superintendent.

9.4.4.1 The sick leave committee shall meet as necessary to administer the sick leave bank. The Employer shall maintain the records of transfers into and out of the sick leave bank.

9.4.4.2 The sick leave committee shall be the decision making body to distribute sick leave credits from the sick leave bank upon an application by the unit member or a member of the applicant's family.

9.4.4.3 Any Workers Compensation injury or illness claim covered by an award shall be excluded.

9.4.4.4 No sick leave fund days shall be granted after long-term disability begins.

9.4.4.5 The maximum amount of time that a unit member shall be able to receive from the sick leave bank shall be equal to the workdays in the school year.

### **9.5 Family Leave**

#### **9.5.1 Maternity Leave**

9.5.1.1 A unit member may apply for maternity leave. The length of the maternity leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. When possible, the Employer or designee shall be notified in writing thirty (30) days prior to the date on which the unit member's leave is to commence.

9.5.1.2 A unit member is entitled to use accumulated sick leave during that portion of an absence, which is disabling from pregnancy, childbirth, and recovery therefrom. The period of paid absence shall be limited to that period of medical disability as verified by the physician or the extent of the employee's sick leave, whichever is less. When Sick

Leave provisions, including Extended Illness Leave, are exhausted, the Employer shall grant for maternity purpose five (5) additional days of leave to the unit member.

### 9.5.2 Family Care Leave

- 9.5.2.1 Notwithstanding other provisions of the Agreement which provide family care leave, unit members are eligible for leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).
- 9.5.2.2 Detailed written rules for eligibility, use, and benefits under this provision are available in the Human Resources Department.
- 9.5.2.3 Unit members are eligible if they worked the prior twelve (12) months which included at least 1,250 hours within that period. Full-time unit members meet the 1,250 hour requirement.
- 9.5.2.4 The FMLA may be used for the birth, adoption, or foster care placement of a child, care of a child (*including foster, step, or adult dependent children and legal wards*), parent (*including person who stood in loco parentis to the unit member*), or spouse, or domestic partner with a serious health condition that prevents the unit member from performing their assigned duties. Designation of the domestic partner must be registered with the California Secretary of State and a copy of that registration and Certificate of Domestic Partnership filed with the NCOE Human Resources Department (*Appendix E*).
- 9.5.2.5 Temporary disability leaves due to pregnancy, miscarriage, child-birth and recovery therefrom are separate from, and not concurrent with, family care leave.
- 9.5.2.6 A serious health condition is an illness, injury, impairment, or physical or mental condition involving in-patient care, continuing treatment, or continuing supervision by a health care provider.
- 9.5.2.7 Leave is unpaid and for a maximum of twelve (12) work weeks within a twelve (12) month period. The rolling twelve (12) month period is measured backward from the date a unit member uses family care leave. Unit members will continue to participate in health plans and receive benefits under the same terms and conditions as prior to the leave.
- 9.5.2.8 Intermittent leave in the form of reduced workdays or work weeks may be taken in certain cases as per FMLA/CFRA.
- 9.5.2.9 The use of sick leave shall be used concurrently with family care leave when a unit member is to care for a family member, or for the unit member's own health condition, except in 10.5.2.5 in cases of pregnancy disability leaves.

- 9.5.2.10 Leave does not constitute a break in service for purposes of seniority or longevity.
- 9.5.2.11 Parents employed by Napa County Office of Education together have an aggregate leave limited to twelve (12) weeks for the care of their newly arrived child or a sick parent. For other purposes, each employee is entitled to twelve (12) weeks.
- 9.5.2.12 The employee shall provide certification by a physician or other health care provider of the need for a leave to care for a spouse, parent, or child with a serious health condition, or for the employee's own serious health condition. NCOE, at its expense, may require a second or third opinion regarding the unit member's personal serious health condition.
- 9.5.2.13 A unit member returning from Family Care Leave will be reinstated to their former position or an equivalent position if it does not exist, except as provided by law, i.e., layoffs.

**9.6 Bereavement Leave**

Each unit member shall be granted necessary leave of absence with pay not to exceed five (5) days on account of the death of a member of their immediate family. Members of the immediate family include spouse/registered domestic partner, son/daughter, unborn child, mother/father, brother/sister, grandparents, grandchildren, daughter/son-in-law, father/mother-in-law, sister/brother-in-law, or any relative living in the immediate household of the unit member.

**9.7 Jury Duty or Subpoenaed Witness Leave**

**9.7.1 Jury Duty:**

A leave with pay shall be granted to unit members called to jury duty in the manner provided by law. A unit member who receives a jury summons shall submit a copy of the summons to their supervisor. At the conclusion of jury duty, the unit member shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the unit member. This shall be attached to the Leave and Absence Report.

In the event that the unit member is relieved of jury duty during the workday, they shall return to their work site.

**9.7.2 Witness:**

A unit member may be granted a leave with pay when subpoenaed to appear as a witness, other than a litigant, in a court of law of another governmental tribunal for reasons not brought about through the connivance or misconduct of the unit member.

A unit member requesting such leave shall submit a copy of the summons or subpoena. At the conclusion of their appearance, the unit member granted a leave shall submit a verified statement specifying the dates and times the unit member appeared. This shall be attached to the Leave and Absence Report. The

unit member shall make payment to the Superintendent in the amount of statutory fees, which the unit member has received for appearing as a juror/witness excluding the statutory mileage fee.

**9.8 Accident or Illness Leave**

9.8.1 Up to sixty (60) days of industrial accident or illness leave shall be available to unit members pursuant to Education Code Section 44984.

9.8.2 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Superintendent shall not deduct from accumulated sick leave the industrial accident or illness leave used by a unit member who is absent as a result of an industrial accident or illness.

9.8.3 As a condition of receiving full salary while on industrial accident or illness leave, the unit member shall endorse over to the Superintendent all moneys received from the worker's compensation insurance carrier on account of such industrial accident or illness.

**9.9 Professional Leave**

9.9.1 Upon application and approval of the Employer, professional leave shall be granted for the purpose of attending conferences, workshops, institutes, school visitations, and other meetings related to the unit member's discipline.

9.9.2 The Employer shall reimburse the unit member for expenses incurred, i.e., transportation, lodging, meals and registration or other fees in an equitable manner, depending on available funds.

9.9.3 The unit member shall not suffer loss of salary and the days shall not be deducted from accumulated sick leave or annual personal leave.

**9.10 Military**

Leaves may be granted for government ordered military services. Compensation received in performance of the above duties shall be calculated according to applicable state and federal laws.

**9.11 Substitute Pay Deductions**

In the event that paid leave is not applicable, a unit member may take a leave at the actual cost of a replacement substitute with the approval of the Employer. The Employer will provide substitutes for unit members.

**9.12 Unpaid Leaves**

9.12.3 The number of non-contract day's changes based on the number of possible workdays. They are used only to ensure that employees take the right number of days away from the site when the site is open. For example: In 2023-24, the site calendar had 247 days possible workdays, but still only paid employees to work 223 of these days. That means the non- contracts days had to be 24 days (247 possible workdays vs 223 days paid to work). 24 days x 8 hours a day = 192 hours.

**9.13 Advanced Study**

With prior Employer approval, one (1) year of advanced study or one (1) year of exchange teaching will be considered equal to one year of teaching for salary determination upon return of the unit member. A unit member, upon advanced study leave or exchange teaching leave, shall also be entitled to any salary adjustments which would have accrued to the unit member if their employment had been continuous.

9.14 **Parental Leave**

Is available as outlined in California Education Code 87780.

## CERTIFICATED PROVISIONS

---

### ARTICLE 10 – HOURS OF EMPLOYMENT

- 10.1 The on-site workday shall begin thirty (30) minutes prior to the unit member's regularly scheduled work assignment, unless some other mutually agreeable arrangement is made between the unit member and the immediate supervisor.
- 10.2 Unit members are required to remain a sufficient amount of time after their last workday assignment to fulfill the necessary professional responsibilities as determined by the unit member and the immediate supervisor.
- 10.3 Unit members may leave their work sites during the stated hours of employment with the approval of the immediate management supervisor and notification of the site administrator. Breaks and lunch periods are excluded from this policy.
- 10.4 Both parties recognize that program hours may result in disparate student contact time, on-site time, and professional responsibility time.
- 10.5 Site meetings other than I.E.P. meetings are limited to one (1) every two (2) weeks unless otherwise mutually agreed upon. Meeting times and dates shall be mutually agreed upon by the unit member and the immediate supervisor. However, all meetings, including I.E.P. meetings, shall not extend the teacher duty day by more than sixty (60) minutes. Attendance at these meetings is not additionally compensated. However, in meetings that exceed sixty (60) minutes, unit members shall be compensated at the per diem rate based on their annual salary for all time worked beyond the scheduled meeting time.
- 10.6 The lunch break for unit members shall be duty free and no less than thirty (30) minutes.
- 10.7 Extra-curricular duties for which no additional compensation is paid (those duties which require the unit member to report prior to, or remain, or return after the conclusion of the duty day) shall, to the extent possible, be distributed equally among teachers on a site-by-site basis.
- 10.8 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.
- 10.9 The weekly teaching load for Children's Center permit teachers shall not exceed eight (8) hours per day. If permit teachers are asked to attend meetings or are required to serve beyond their regular hours, they shall be paid an hourly rate based on their per diem salary. The rate of compensation shall be based on fifteen (15) minute increments and shall be noted on the teacher's time sheet. [*Ex.: (Annual salary/No. of Days in Work Year)*]Early Childhood Teachers with assignments of six (6) hours or more, shall be allowed to take an on-site twenty (20) minute break during the children's nap time, or a 10-minute on-site break within the first 4 hours for staff working in both an AM and PM preschool class on the same day excluding their assigned lunch break and/or emergencies.

## **ARTICLE 11 – WORK YEAR**

### **11.1 Work Year**

The work year shall be 184 or 200 days except for faculty employed at a Children's Center program.

- 11.1.1 The work year for Children's Center Permit teachers, on a twelve (12) month schedule, shall be 200, 223 days.

### **11.2 Student**

Student contact days may vary according to the demands of the program. A copy of the program calendar shall be provided at the start of the fiscal year.

### **11.3 Calendar**

- 11.3.1 Unit members shall work the calendar of the district to which they are assigned but shall not be required to work more than 224 days per year. Any unit member who is assigned to more than one District shall follow the calendar of the district in which they spend the majority of their instructional time. Prior to the beginning of the school year, unit members who work on district sites shall be notified by their supervisor of the work year schedule to which they are assigned.
- 11.3.2 Should the number of workdays exceed those established in the NCOE/NCFT Agreement, the employee shall be compensated for these extra days at their per diem rate as stated in Article 3.12.2.

## **ARTICLE 12 - WAGES**

### **12.1 The Union and the Employer agree to the following:**

Effective July 1, 2025, Speech Therapists and Nurses are eligible for reimbursement from the employer for up to \$800.00 per year for costs incurred during the fiscal year necessary to maintain their licensure and/or Professional Association Membership.

#### **2025–26**

Effective July 1, 2025, a 4% increase to the 2024–25 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses, and a 4% increase to the 2024-25 Child Development Teacher Salary Schedule.

In addition, a one-time off schedule payment of 1% of salary for all unit members shall be made on the September 2025 payroll.

#### **2026–27**

Effective July 1, 2026, a 2.5% increase to the 2025–2026 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses, and a 2.5% increase to the 2025-26 Child Development Teacher Salary Schedule.

#### **2027–28**

Effective July 1, 2027, a 2.5% increase to the 2026–27 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses, and a 2.5% increase to the 2026-27 Child Development Teacher Salary Schedule.

### **12.2 Professional Standards Committee**

Class advancement shall be according to these rules and regulations of the Professional Standards Committee (PSC).

12.2.1 The PSC shall be composed of three (3) persons, one (1) appointed by the Superintendent and two (2) appointed by the NCFT.

12.2.2 Annually the NCFT shall forward the names of the PSC members to the Superintendent or designee in the first month of the school year.

12.2.3 The Professional Standards Committee shall make recommendations regarding appeals to the Superintendent concerning the placement of certificated personnel in regards to class and step placement and advancement on the salary schedule.

### **12.3. Initial Placement on the Salary Schedule**

Certificated personnel initially shall be placed on the salary schedule on the basis of uniform allowance for training and years of teaching or comparable experience according to the following criteria.

12.3.1 New certificated personnel entering the NCOE shall be credited for up to six years of prior experience with NCOE. If the Superintendent finds it necessary to secure a qualified person in a special field, they may grant the applicant step placement up to full credit for experience. The NCFT shall be notified when an

applicant is to receive credit for more than six (6) years for experience.

- 12.3.2 Within the six (6) years of credit for placement on the salary schedule, up to three (3) years credit for schedule placement may be given for active military service.

#### 12.4 **Career Technical Education (CTE) Salary Placement & Conditions**

- 12.4.1 Career Technical Education Teachers salary placement shall be based on Appendix C., unless the Unit member has a B.A. and/or a Master's Degree that is approved as relevant to the Unit members industry/subject area, in which case they will be placed as Unit members are in Article 13 if that is more advantageous to the Unit member.
- 12.4.2 The Superintendent shall notify an CTE instructor by the 20th day of semester whether a class will be cancelled because of minimum enrollment of 15 students.
- 12.4.3 An NCFT CTE representative will be included as a participant in meetings of the Superintendents' CTE Review Committee. At the beginning of each school year the NCFT President will provide the Superintendent with the name of the CTE representative.
- 12.4.4 A yearly stipend of at least \$1,000 to be distributed on a pro-rated basis for the performance and summer supervision of the farm, students, and animals. This amount shall be divided by the number of people providing the service. Calculation will be determined at the close of the summer program by the CTE Director or designee, and the effected staff.

#### 12.5 **Class Advancement**

- 12.5.1 Class advancement is defined as units of work accumulated toward the goal of advancement in fifteen (15) semester unit blocks on the salary schedule plus the attainment of a Bachelor's or Master's degree as specified on the new schedule.
- 12.5.2 As a condition of class advancement, an NCOE form for submitting new units, including equivalencies, must be filed declaring the unit member's intent to advance on the schedule. The deadline to submit the form is June 1. Work must be completed by September 1.  
  
Proof of completion of work must be submitted no later than November 1. Failure to meet these deadlines will result in no class advancement. When proof of completion is submitted, the unit member will receive class advancement retroactive to the beginning of their current contract year.
- 12.5.3 The NCOE may grant equivalency on the basis of one (1) semester unit for fifteen (15) hours of professional in-service training in continuing education (CEU's) or one (1) quarter unit for ten (10) hours of professional in-service training in continuing education (CEU's). Auditing of a class is not sufficient for increment credit.

#### 12.6 **Step Advancement**

- 12.6.1 After initial placement, an experience step shall be determined to mean service,

paid or advanced study leave, or comparable experience for seventy-five percent (75%) of a unit member's contract year.

12.6.2 Each certificated employee shall be granted one increment or experience step for each year of satisfactory service until the maximum step is reached in the class in which they were placed.

12.6.3 Unit members who attain the maximum step in the Class to which they have been assigned for more than one (1) year and subsequently move to a higher Class shall be placed on the appropriate step in that Class in accordance with the unit member's years of experience applicable for experience step placement.

**12.7 Master's Degree Stipend, Doctorate Degree Stipend, and Doctorate Degree Recognition**

Child Development Permit Teachers with a Master's Degree in a relevant field will receive an annual stipend of \$1,000.

Bargaining unit members who are on step 7 through 12 of the schedule who received a Master's and/or Doctoral degree stipend in 2012-13 will continue to receive those stipends in the same dollar amount in subsequent years.

For bargaining unit members earning a Doctoral degree, a one-time payment of \$3,000 will be granted to the unit member to recognize their completion of the program.

**12.8 Longevity Increment**

Effective July 1, 2015, add the following:

For Longevity (Years of service with County Office) purposes, Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses shall receive:

- A 3% longevity increment after 20 years of service
- A 3% longevity increment after 25 years of service

If the longevity provisions above result in any Federation member receiving less longevity pay on an annual basis than any previously existing grandfathered longevity stipend, they shall be paid the difference as an added one-time payment on the last payroll of each fiscal year. Ratified 3/31/17

**12.9 Site Supervisor Stipend**

Effective July 1, 2012 the Site Supervisor stipend shall be equal to \$1,650 in centers with a prior year average enrollment of 25 or less, \$2,420 in centers with a prior year average enrollment of 26 to 49, and \$3,300 in centers with a prior year average enrollment of 50 or more.

**12.10 Hourly Pay**

Unit members working on an hourly pay scale shall receive the same percentage increase granted under section 13.1.

**12.11 Mileage**

Unit members using their personal vehicles to perform assigned services for the Employer shall be compensated at the current effective IRS standard mileage rate as

published in Internal Revenue Service publication 917, in November of each year. Children's Center unit members on split shifts shall be compensated for mileage from the 1st assigned Children Center to the 2nd assigned Children Center, and return to the 1st Center or their home whichever is closer. If an employee elects to take more than one part-time position, this is not considered a split shift.

A unit member will receive mileage at the end of the day starting from their designated site/office or home, whichever is closer to their meeting, IEP, home visit, or other mandatory off-site assignment.

A unit member will receive mileage at the end of the day starting from their last meeting, IEP, home visit, or other mandatory off site assignment.

## 12.12 **Additional Duties**

12.12.1 Extended Year and Summer Program unit members shall be compensated at the rate provided in Article 12.

12.12.2 During the regular work year unit members assigned by their supervisor to perform additional paid duties beyond the regular workday shall be compensated at their per diem rate based on the following formula: (per diem rate) / (contracted work hours per day).

12.12.3 Unit members who work beyond the regular school year shall be paid a per diem rate based on their annual salary, except those covered by Article 12.

12.12.4 If a Site Supervisor in the Children's Center Program is required to use non-work days in order to fulfill assigned duties with the approval of the Program Director or designee, the Site Supervisor shall be compensated for these days at the regular rate of pay.

## 12.13 **Compensatory Time**

12.13.1 Unit members, except those covered by Article 12, who work beyond the regular school day shall be paid a per diem rate based on the annual salary or compensatory time off in lieu of per diem providing they receive written approval by their administrator in advance. Compensatory time off earned requests and use shall be applied to all programs in a consistent manner.

### 12.13.2 **Compensatory Time Off**

- 1) Request must be in writing for using comp-time and pre-approved by their supervisor
- 2) Accrued on a hour for hour basis in 15 minute increments
- 3) Shall be used within 30 days or mutually agreed upon time-frame and cannot cause a hardship on the program. If the employee is unable to take compensatory time prior to June 30th, the employer shall convert the compensatory time to a cash payment in the next pay period.

## 12.14 **Payroll Errors**

12.14.1 When an underpayment payroll error occurs, NCOE shall correct the error and compensate the affected employee(s) for at least 95% of the underpayment

within ten (10) work days from the date it is first discovered. The remainder of the underpayment shall be paid to the affected employee on the next regular payroll cycle. If NCOE cannot correct the errors within ten (10) work days due to extenuating circumstances, NCOE shall notify the affected employee and/or NCFT representatives and the parties shall meet to establish a repayment schedule that is satisfactory to NCOE and the employee.

When an overpayment payroll error occurs that is in excess of two hundred dollars (\$200), the affected employee and/or NCFT representatives will be notified and the parties shall meet to establish a repayment schedule that is satisfactory to NCOE and the employee.

#### **12.15 Bilingual Requirements**

- 12.15.1 When NCOE determines that a position should be changed from bilingual preferred to bilingual required, NCOE and NCFT shall meet and confer to discuss the impact of the decision on the change in the job requirements(s).

## ARTICLE 13 – EARLY RETIREMENT

### 13.1 Golden Handshake

- 13.1.1 NCOE shall offer the opportunity for retirement under the terms and conditions of Education Code 44929 for the duration of this Agreement. One of the conditions under E.C. 44929 is that a savings must accrue to NCOE as required by law. The open enrollment period will be established annually by the parties. NCOE shall notify eligible unit members about the open enrollment period. The notice will include the required dates for making application and submission of a notice of resignation.
  
- 13.1.2 A unit member must submit an application to receive a Golden Handshake during the period indicated on the notice mailed to each eligible employee. Upon approval by the County, the unit member must submit a notice of resignation no later than the date listed in the notice mailed to eligible employees in order to receive the Golden Handshake.

## ARTICLE 14 – TRANSFERS

### 14.1 **Definition**

A transfer is the movement of a unit member from their present work site or assignment to another vacant site assignment.

14.1.1 An employee-initiated transfer is voluntary.

14.1.2 An employer-initiated transfer is involuntary.

### 14.2 **Employee Initiated Transfers - Posting**

14.2.1 On or before April 15, the Employer shall post in each school site a list of known vacancies for the next school year. Whenever future unit vacancies become known, they will be posted. A vacancy is defined as a new or existing unit position which the Employer has determined is to be filled including temporary positions.

14.2.2 Copies of all notices of vacancies shall be mailed to the Union at the same time they are posted.

14.2.3 Opening and closing dates for applications shall be stipulated in each job announcement.

14.2.3.1 Job announcements shall be posted for ten (10) work days. Announcements shall be mailed to unit members during the summer months as well as to itinerant faculty and those serving up-valley during the regular year.

14.2.3.2 Announcements shall describe credentials and other requirements for the position.

14.2.3.3 From Monday of the third week in August until September 30 posting shall be for at least five work days.

### 14.2.4 **Employee Initiated Transfers**

Unit members who desire a transfer shall file with the Superintendent/designee a request for transfer indicating the site(s) preferred.

14.2.5 Applicants who possess the qualifications listed on the job announcement shall be provided an opportunity to be interviewed before the position is filled. Whenever possible, the interview committee will be composed of a majority of unit members within the program in which the vacancy exists. In the event a majority of unit members is not available, the Administration will notify the NCFT President.

14.2.6 Committees interviewing applicants will be provided copies of the job announcements and the criteria listed here. The committee's task is to evaluate an applicant(s) based on job related factors as they relate to the following criteria. The committee's decision shall be forwarded as a recommendation to the Superintendent.

14.2.6.1 Credential(s) required to perform services.

- 14.2.6.2 Written resume indicating an applicant's educational and employment history as presented by the Personnel Director.
- 14.2.6.3 Applicant's ability to meet the needs of the students as expressed in an oral presentation to the committee.
- 14.2.6.4 Needs of the program as stated in the job announcement.
- 14.2.6.5 Ability to convey knowledge required for the position effectively.
- 14.2.6.6 Past teaching experience, experience in a service area in the case of non-teaching personnel, and other experiences related to the position.
- 14.2.6.7 Service to the Napa County Office of Education.
- 14.2.7 Unit members who have been denied a transfer request will be granted, upon their request, a meeting with the Superintendent/designee to discuss the reasons for such denial and a specific statement for the reasons in writing, if so requested.
- 14.2.8 A voluntary transfer to a position requiring equivalent service shall not result in the loss of compensation, seniority, or any fringe benefits to a unit member.
- 14.2.9 Applicants shall be notified as soon as action has been taken on the vacancy.
- 14.3 **Employer Initiated Transfers**
  - 14.3.1 An employer-initiated transfer shall be based upon:
    - 14.3.1.1 Loss of ADA, ADE, or a funding unit.
    - 14.3.1.2 A reduction or discontinuance of a particular kind of service.
    - 14.3.1.3 The County may involuntarily transfer a unit member when the County concludes a change in work location is necessary for the educational needs of the pupils. A transfer for this reason will be supported by written reasons describing how the unit member's services will improve the educational program or the needs of the pupils.
  - 14.3.2 When possible, notice of an Employer initiated transfer for the following school year shall be given to unit members by June 1. After June 1 unit members will be provided as much notice as possible prior to the opening of school that a transfer will occur. Ideally ten workdays notice would be given. The Administration shall provide unit members being transferred with logistical and physical assistance when moving classrooms and materials to another site.
  - 14.3.3 Unit members that have been notified of a potential involuntary transfer shall have the right to indicate preferences from available vacancies.
  - 14.3.4 An Employer initiated transfer shall not result in the loss of

compensation, seniority, or fringe benefits to a unit member.

- 14.3.5 The reasons for Employer initiated transfers shall be reduced to writing upon request by the unit member being transferred.
- 14.3.6 When there is a loss of ADA or reduction in a particular kind of service, a unit member involuntarily transferred shall have first right to return to their former position when a vacancy occurs.
- 14.3.7 As long as a unit member's current position exists, they will not be involuntarily transferred two (2) years in succession unless mutually agreeable.

## **ARTICLE 15 – PART-TIME CONTRACTS**

- 15.1 Full-time members of the unit, subject to the approval of the Employer, are permitted to work less than full-time or share a portion on a regular basis with another unit member(s).
- 15.2 Full-time unit members who desire to take part in either of the above shall make their request known in writing to the Employer. The unit member shall submit the request prior to March 1 for the following year. Unless mutually agreed upon, unit members shall be returned to full-time employment at the completion of the school year.
- 15.3 Part-time contracts shall be reviewed for Employer approval annually.
- 15.4 Unit members in part-time positions shall receive a pro-rated amount of salary and leave benefits as provided herein. Unit members utilizing a part-time contract shall accumulate seniority and placement on the salary schedule as if they were teaching full-time.
- 15.5 Unit members working in part-time positions shall receive pro-rated health and welfare benefits only as follows:
  - 15.5.1 80%-99% - shall be treated as full-time unit members.
  - 15.5.2 Unit members less than 80% shall receive the appropriate proration
  - 15.5.3 Unit members on part-time contracts shall have the option of receiving full health and welfare benefits by paying the unpaid portion of the premium, if the carrier permits.
- 15.6 **Reduced Work Load**
  - 15.6.1 **Eligibility**

The unit member must have reached the age of fifty-five (55) prior to a reduction of workload.
  - 15.6.2 The unit member must have been employed full time in a position requiring certification for at least 10 years with NCOE, of which the immediately preceding five (5) years were full time employment.

Sabbaticals and other approved leaves of absence, including reduced workload leave, shall not be considered a break in service.
  - 15.6.3 The duration of the RWL leave requested or initially granted shall not exceed two (2) years per request.
  - 15.6.4 Unit members participating in an approved RWL leave program may request an extension of up to two (2) additional years per request, providing that the leave granted continues to operate smoothly and meet the criteria.
  - 15.6.5 The maximum amount of RWL leave granted shall not exceed a combined total of six (6) years overall.
- 15.7 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with mutual consent of the parties.
  - 15.7.1 Unit members may request that their RWL leave be granted with the option of working one full semester of the school year in full-time status, and one semester

of full-time leave in the subsequent semester.

- 15.8 The unit member shall be paid a salary, which is a pro-rata share of the salary they would be earning had they not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which they makes the payments that would be required if they remained in full-time employment. The unit member shall receive medical benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 15.9 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during their final year of service in a full-time position.
- 15.10 The percentage of time employed shall be arrived at by mutual consent of the unit member and the County.
- 15.11 Any change in the percent of assigned time during the six-year period may be requested by either party, but granted only by mutual consent.
- 15.12 Both unit member and the employer shall sign a Memorandum of Agreement for part-time service for the number of years of the Agreement.
- 15.13 A unit member on RWL leave may be required to return to full duty in a subsequent year of the approved leave in the event a qualified and willing replacement cannot be found
- 15.14 The RWL unit member will receive the same fringe benefits as any full-time unit member.

The RWL unit member's level of medical benefits (*i.e.*: *single, single plus one or family*) shall be maintained at the same level of participation used to calculate total cost in consideration of the unit member's request.

Should a unit member wish to change the level of medical benefits while on approved reduced workload leave which would cause an increase in insurance premiums, the increase shall be borne by the unit member.
- 15.15 The unit member and the employer shall pay the proportional amount needed to qualify for full-time salary credit for STRS.
- 15.16 Full-time retirement credit is not earned until the end of the full school semester or full school year. Participants who terminate prior to those concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.
- 15.17 In order to implement the reduced workload provisions of the section, the unit member must make application using the appropriate leave request form to the Personnel office by January 15 of the year in which it is intended to take effect. The Employer shall respond in writing its decision no later than May 15.

If no qualified employee is found to fill the requested RWL leave by this date, the unit member and the employer may elect to extend the search and recruitment period by mutual agreement.
- 15.18 All responses to reduced workload requests shall be provided in writing to the unit

member. When a request is denied, the response must include reasons given for the denial and include the employer's total cost calculations of the proposed leave.

15.19 In the event of a dispute of the calculations, the unit member may request a meeting to appeal or amend the request with the employer within ten (10) work days.

15.20 All other rules and regulations of the California State Teachers' Retirement System will be followed by the unit member and the employer.

## ARTICLE 16 – EXTENDED YEAR & SUMMER PROGRAMS

- 16.1 Members of the bargaining unit shall receive special consideration in the filling of vacancies.
- 16.2 Unit members working a full day extended year program will be paid the regular per diem rate based on their annual salary. Unit members working less than a full day will be paid according to the following formula based on the unit member's annual salary for the school year immediately preceding the commencement of the extended year program.
- 16.2.1 This formula shall apply to all programs except Children Centers.
- Annual Salary of Unit member:**  
7.5 = Hourly Rate Number of workdays
- 16.3 **Priority of Employment**
- 16.3.1 Unit members presently employed in class to be extended.
- 16.3.2 Unit members with prior experience and appropriate credential in a similar class.
- 16.3.3 Unit members with appropriate credentials. Qualified applicants who are not employees of the Employer.
- 16.4 Notices of vacancies shall be posted as early as needs have been identified.
- 16.5 Assignments by the Employer will be made and offers of employment will be given prior to June 1 of the regular school year session.
- 16.6 These programs will be offered contingent upon available funding.

## **ARTICLE 17 – PEER ASSISTANCE & REVIEW PROGRAM (PAR)**

*(For Teachers, Speech Therapists, & Nurses)  
(Children Center & State Preschool Permit Teachers See Article 14)*

### **17.1 Purpose of the Program**

The Teacher Peer Review (PAR) is designed to provide assistance to probationary teachers, permanent teachers and CTE teachers (*who have received the appropriate State Board of Education waiver allowing participation*), who are in need or request development in subject matter knowledge and/or teaching strategies or skills.

### **17.2 The Joint Panel**

The Peer Assistance and Review Program will be administered by a Panel consisting of five members, three certificated classroom teachers, and two administrators appointed by the Superintendent. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in 3.1, and they shall be selected by the Federation consistent with NCFT bylaws.

### **17.3 Term of Service**

The term of service shall be (two) 2 years, commencing on June 1, 2000. There shall be no limit on the number of terms that may be served. Panelists may be removed and replaced at any time by their appointing party.

### **17.4 Panel Meetings**

The Panel shall meet at the time and place it determines no less than (2) times annually and as needed thereafter on a reasonable basis.

### **17.5 Votes of the Panel**

All actions of the Panel shall be approved by an affirmative vote of at least three (3) members.

### **17.6 Panel Responsibilities**

The responsibilities of the Panel shall include the following:

- 17.6.1 Selecting probationary or 1<sup>st</sup> and 2<sup>nd</sup> year CTE consulting teachers.
- 17.6.2 Selecting consulting teachers for permanent teachers.
- 17.6.3 Monitoring the progress of permanent (*and 3<sup>rd</sup> year and beyond CTE*) teachers intervention, including making a decision on the success of such intervention and so advising the Superintendent.
- 17.6.4 Preparing annual Program Reviews.
- 17.6.5 By April 1<sup>st</sup> of each fiscal year the Panel will establish a Program and budget for the succeeding year, subject to the approval of the Superintendent which will include:
  - The estimated state revenues for the Program,
  - The estimated expenditures involving:

- Projected number of Participating Teachers, projected (*full and part-time*) number of Consulting Teachers needed to service the projected need,
  - Released time for the Panel and Consulting Teachers, □
  - for Panel members and Consulting Teachers that is consistent with the pay parameters established by the negotiating parties,
  - Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance
- 17.6.6 Preparing written guidelines for consulting teachers.
- 17.6.7 Consulting teachers can be removed for any reason. Termination will not be subject to the grievance procedure.
- 17.6.8 Administering and maintaining Panel records.
- 17.6.9 Each year the Joint Panel, in consultation with the County Office administration may select certain curricular areas or skills for emphasis with a select number of Consulting Teachers.
- 17.7 Program administrators who refer teachers to the PAR panel through unsatisfactory evaluation shall excuse them from all panel proceedings involving this referral. The County Office will appoint a substitute administrator for that referral.
- 17.8 **Consulting Teachers**
- 17.8.1 **Qualifications**  
At a minimum, consulting teachers shall be permanent teachers (or in the case of CTE teachers, have a current State Board Waiver or who received a previous Waiver to participate in the Mentor Program) with at least five (5) years of classroom experience two (2) of which must be recent and demonstrated exemplary teaching skills, including among other attributes, effective communication skills, extensive subject matter knowledge and a mastery of teaching strategies, best designed to meet the needs of pupils in different contexts, including CTE.
- 17.8.2 **Application and Selection**
- a. The initial announcement shall be posted two (2) weeks at each site beginning June 2000. Thereafter, the notices shall be posted whenever the Panel determines that further applications are needed.
  - b. Classroom teachers (*and CTE teachers*) may apply to be coaches or consulting teachers on forms prepared by the Panel, which shall include letters of recommendation.
- 17.8.3 It will be the responsibility of the panel to determine consulting teacher's workload and compensation which must be within the budget.
- 17.8.4 **Term of Service**  
The term of service shall be 3 years. Consulting teachers shall be reviewed no

less than annually and may be removed by the Panel.

17.8.5 **Return Rights**

At the conclusion of their service, consulting teachers shall have return rights to a position for which the individual is qualified at their school or origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.

17.8.6 **Bargaining Unit Work**

The parties do not see this position as part of a career ladder for an individual who seeks to be administrator.

17.9 **Referred Teachers**

17.9.1 **Referral to the Program**

Teachers may be referred to the PAR Program by receiving an unsatisfactory performance evaluation in the area of instruction or by voluntary self-referral. A teacher who has entered the Program voluntarily may be involuntarily placed in the Program in the event they later receive an unsatisfactory evaluation in the area of instruction.

17.9.2 **“Unsatisfactory evaluation”** is defined as receiving an unsatisfactory rating in the area of subject matter knowledge, teaching strategies or teaching methods and instruction. (*Education Code Sections 44664(b) and 44500(b)(1)*).

17.9.2 Referral to the Program shall not be subject to the grievance procedure.

17.10 **Consulting Teachers** shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

17.10.1 Providing consultative assistance to improve in the specific areas targeted by the evaluating Program Administrator or the County Office Teaching Standards;

17.10.2 Meeting and consulting with the Program Administrator or designee regarding the nature of the assistance being provided;

17.10.3 Observations of the Participating Teacher during periods of classroom instruction;

17.10.4 Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;

17.10.5 Attending specific training in specified teaching techniques or in designated subject matter;

17.10.6 Demonstrating good practices to the Participating Teacher;

17.10.7 Maintaining appropriate records of each Participating teacher’s activities and monthly progress report to Participating Teacher and Program Administrator. In the case of voluntary referrals, progress reports are not necessary but may be requested by the participant and submitted to the

Program Administrator at their discretion.

17.10.8 Other assistance deemed appropriate by the Panel.

**17.11 Written Reports**

Before April 1 or each year, the Consulting Teacher shall complete a written report evaluating the teacher's participation in the Program consisting solely of:

17.11.1 A description of the assistance provided to the Participating Teacher; and

17.11.2 A description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel. The joint panel will distribute copies to the Participating Teacher and (*in the case of beginning teachers and those permanent teachers referred for unsatisfactory evaluation*) the Program Administrator. Reports relating to teachers on voluntary referral shall remain confidential.

a. The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation. Teachers on voluntary referral may submit reports at their discretion.

b. Participating Teachers (PT) may volunteer (*with the approval of their program director*) to participate in the Program as part of an approved alternative evaluation plan.

**17.12 Superintendent Action**

The Panel's final report shall be forwarded to the Superintendent in April. Nothing herein shall be interpreted as limiting the authority of the Superintendent to initiate any form of discipline, up to and including dismissal, of the referred teacher consistent with Education Code 44932, Unsatisfactory Performance.

**17.13 Length of Participation**

The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives satisfactory evaluation or the teacher is separated from the County Office. The Joint Panel will provide the County Office their assessment of the Participating Teacher's demonstration of satisfactory improvement. The County Office has final authority to determine whether the Participating Teacher has demonstrated satisfactory improvement.

**17.14 Confidentiality**

Documents generated by consulting teachers and Panel members regarding specific referred teachers as part of the PAR Program shall be deemed personnel records and shall remain confidential to the extent required by the law.

**17.15 Beginning Teacher Referral**

**17.15.1 Purpose of Program:**

The program shall provide new teachers a support system which shall include, frequent classroom observations, curriculum support, model lessons, coaching and other components of BTSA and mentoring programs determined by the Panel to be appropriate.

## 17.16 **Permanent Voluntary Referrals**

### 17.16.1 **Purpose of the Program**

Voluntary Participating Teachers are individuals who wish to grow and learn with the assistance from a peer or who may be seeking assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on the practical application of certain teaching skills or the acquisition of a new subject matter for professional development.

### 17.16.2 **Alternative Evaluation**

Those teachers participating in an alternative evaluation program set forth in Section 14.4 of this Agreement or any teacher in the off year of the evaluation Cycle, may utilize a Consulting Teacher's assistance.

### 17.16.3 **Professional Growth Plan**

As required by the Section 14.4 of the Agreement, the Volunteering teacher must first submit to the evaluating Program Administrator a written plan for an alternative evaluation, including the name of any preferred Consulting Teacher. If the plan is approved by the Program Administrator and involves an assignment of a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Program Administrator and the Voluntary Participating Teacher for planning and coordinating the plan. The process for utilizing Consulting Teachers for professional growth on off-cycle years shall be the same as above except that the procedures for evaluation contained in Article 14.3 of the Agreement need not be followed.

## 17.17 **Permanent Teacher Due Process Rights**

The permanent teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the Panel and to have affixed thereto their comments. To effectuate this right, Consulting Teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

17.17.1 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedure.

17.17.2 The permanent teacher shall have the right to timely reports of progress being made.

17.17.3 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another Consulting teacher substituted and to have those reasons considered by the Panel.

17.17.4 This program in no manner diminishes the legal rights of bargaining unit members.

17.17.5 Nothing herein shall modify or affect the County's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code 44938.

17.17.6 **Confidentiality**

All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption the California Public Records Act (*Government Code Section 6250, et seq.*). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

17.18 **Sequence of PAR Assistance/Intervention**

17.18.1 **YEAR 1:**

Teachers are referred if they receive an overall rating of "does not meet standards" from Program Administrators

Teacher will be assigned a Consulting Teacher by the PAR Panel

The teacher, Consulting Teacher and Program Administrator will develop a plan for improvement and submit it to the PAR Panel for approval

The Consulting Teacher will provide on-going assistance to the participating teacher

The Program Administrator will complete classroom observations

The Program Administrator completes formal observation; if standards are met, PAR assistance with Consulting Teacher ends.

*If improvements have been made, but the teacher still has some areas that do not meet Standards, the PAR Panel may recommend continuing assistance, determine the level of further assistance needed and refer to YEAR 2 Assistance Plan.*

*\*\* If performance has not improved, the PAR Panel may recommend (by early March) that the Program Manager initiate dismissal procedures as provided in the Ed. Code.*

17.18.2 **YEAR 2**

Par Panel assigns Consulting Teachers

The participating teacher, Consulting Teacher, and Program Administrator develop plan for improvement and submit to the PAR Panel for approval

A formal evaluation is completed by an Evaluation Team composed of the Program Administrator, PAR Panel appointee and district/site Administrator, (if appropriate)

Consulting Teacher provides assistance

PAR Panel reviews the Consulting Teacher's reports on progress and the

Evaluation Team's observation

Evaluation Team completes formal evaluation

Standards are met, PAR assistance with Consulting Teacher ends.

*\*If improvements have been made, but the teacher still has some areas that do not meet Standards, the PAR Panel may recommend continuing Level 2 assistance for the following year.*

*\*\* If the performance of the participating teacher is inadequate, the PAR Panel may recommend (by February 1st) that the Program Administrator may initiate dismissal procedures as provided in the Education Code.*

### 17.19 **Miscellaneous Provisions**

17.19.1 Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government codes providing their actions are within the scope of their duties.

#### 17.19.2 **Reservation of Rights**

This Program and the NCOE's evaluation functions shall operate independently of each other however a cooperative relationship among Program Administrators, pre-intern coaches and consulting teachers is encouraged with respect to the process of Peer Assistance and Review Program. Nothing within the Program shall prohibit or limit the Superintendent from exercising its legal or contractual rights regardless of the participation of a teacher within the Program.

#### 17.19.3 **Reopeners**

This Article shall be reopened at the request of either party at any time. A teacher shall not have access to the grievance process to challenge contents of reports, evaluations and decisions of the Panel, but may file responses, which shall become part of the official record of intervention.

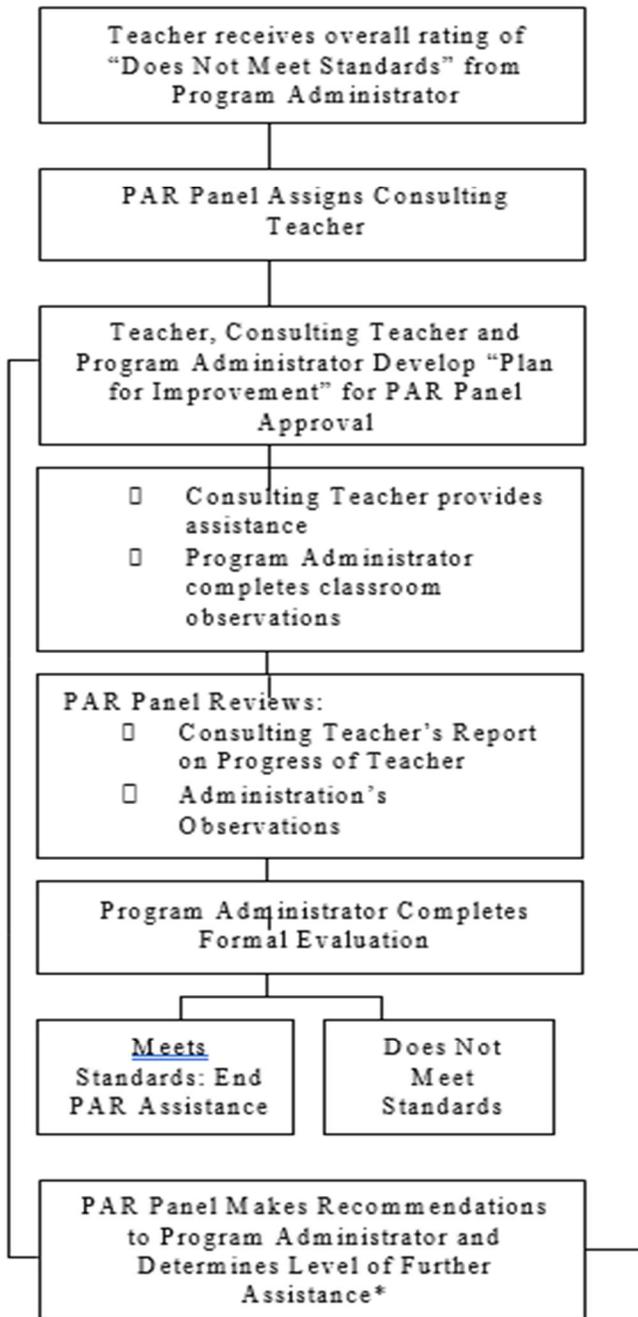
17.19.4 All teachers, Involuntary, Probationary or Voluntary Permanent, shall receive release time to participate in PAR.

17.19.5 NCFT and NCOE will immediately develop a request for waiver for submission to the State Board of Education to facilitate CTE participation in the Program.

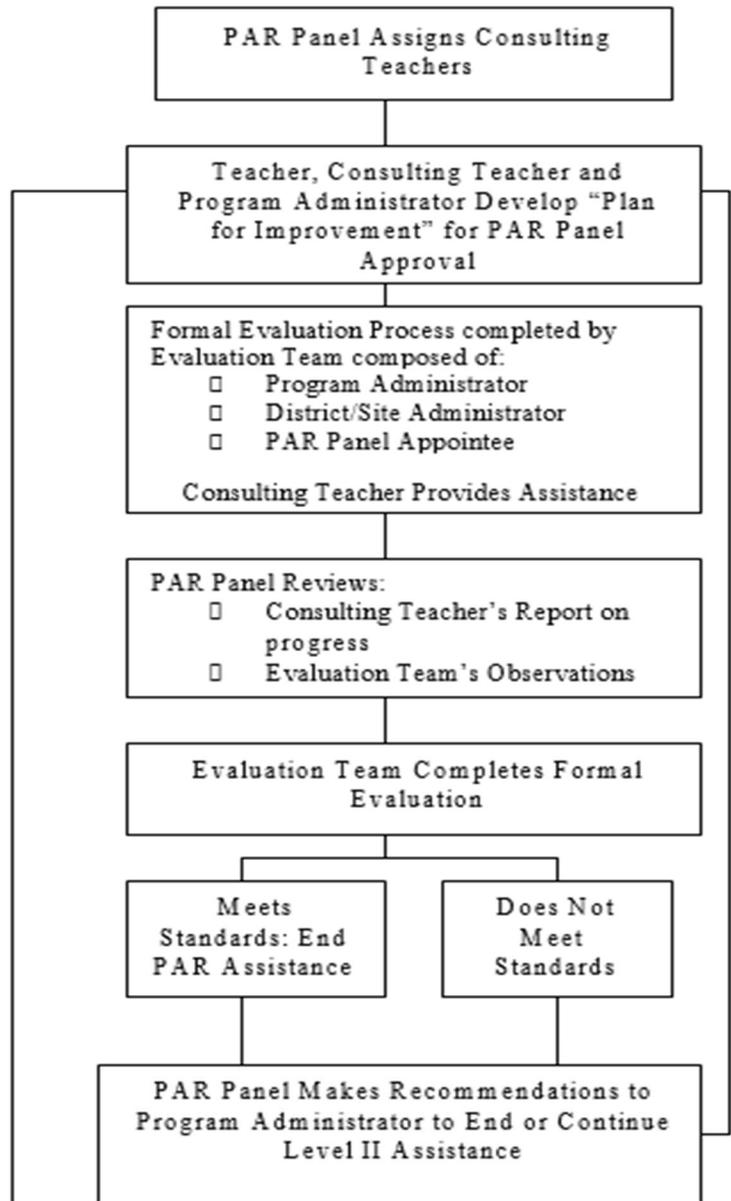
17.19.6 Absent the waiver referenced in Section 5.5 and the subsequent appointment of a consulting teacher or coach from the CTE staff, CTE teachers shall not be eligible for involuntary referral to the Pro

**PAR Assistance/Intervention Flow Chart**

**Year 1 Assistance**



**Year 2 Assistance**



## ARTICLE 18 – WORKING CONDITIONS

### 18.1 Personnel Files

18.1.1 The Employer shall establish and maintain a personnel file for each member of the unit. The file(s) shall be the official Employer repository for evaluation records.

Access to personnel files should be limited to the Superintendent, their designee, the department head, personnel officer, and the unit member/designee.

The Superintendent/designee shall indicate they have had access to the unit member's file by signing and dating a record maintained for that purpose by the personnel officer.

18.1.2 Material in personnel files of members of the unit shall be limited to documents and information, which may serve as a basis for affecting the status of their employment.

18.1.3 Every member of the unit 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 to the Employer.

Such material is not to include ratings, reports, or records, which were obtained prior to the employment of the person, involved.

18.1.4 A representative chosen by the unit member may, at the unit member's request, authorize or accompany the unit member to review the material in their own personnel file, during non-duty hours.

18.1.5 Information of a derogatory nature, except material mentioned in 16.1.3 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Prior to its placement in the personnel file, a unit member/designee shall have a right to meet with the Superintendent/designee to review the information of a derogatory nature before a determination of its propriety for placement in the personnel file is made. A unit member shall have the right to enter, and have attached to any derogatory statement, their own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

18.1.6 The unit member may have material placed in their personnel file which they feel is pertinent to their professional career.

18.1.7 No materials shall be entered in the unit member's file, which do not bear the author's signature and date of writing.

### 18.2 Personal and Academic Freedom

No electronic or mechanical devices shall be used for evaluation purposes without the unit member's consent.

### 18.3 Public Charges

18.3.1 Charges against a unit member shall not be made public.

18.3.2 All citizens with complaints against a unit member shall be requested to reduce the charge(s) to writing. A copy of all written complaints shall be provided the unit member.

- 18.3.3 Upon receipt of a public charge, a supervisor is to maintain confidentiality while conducting their preliminary investigation. Confidentiality means information regarding the charge shall be shared among the Superintendent, supervisor(s), and the unit member only.
- 18.3.4 If the preliminary investigation of oral complaints does not result in resolution of the complaint, the charge/accusation shall be formalized to writing and presented to the unit member in writing. The unit member will then be afforded an opportunity to respond to the complaint in writing.
- 18.3.5 If the complaint is not resolved at the above level, a conference will be held with the unit member, administrator and complainant.
- 18.3.6 Any written summation resulting from the above procedures will be placed in a separate Complaint File. Access to this file should be limited to the Superintendent/designee and the unit member/designee. The unit member will be given an opportunity to attach a written response to the written summation.
- 18.3.7 Public charges that are substantiated and proven may be made part of the personnel file according to Article 16.1.5.

#### 18.4 **Staff Development**

- 18.4.1 Staff development programs shall be conducted at least once annually during regular work hours. At least one of the days designated, as a staff development day on the current school calendar shall be used for this purpose.
- 18.4.2 Each service unit with the County Office, i.e., Speech Therapists, Children's Center Permit Teachers, Special Education Teachers, and CTE Teachers shall be included in this annual staff development.
- 18.4.3 Staff development needs shall be assessed in cooperation with the unit members, Personnel Development Advisory Committee, and program managers.

#### 18.5 **Instructional Materials**

- 18.5.1 The Employer shall supply unit members with the materials required to fulfill their educational responsibilities.
- 18.5.2 The Employer shall provide the Union and each work site with a copy of the preliminary and final budgets for each program on an annual basis upon request.

#### 18.6 **Instructional Aides**

- 18.6.1 Whenever possible, unit members shall be involved in the selection process for hiring aides to be assigned to that unit member's classroom or duty schedule.

#### 18.7 **Re-employment Rights**

For the period of 39 months from the date of such termination, any permanent employee who in the meantime has not attained the age of 65 years SHALL have the preferred right to reappointment in the order of original employment as determined by the board in accordance with the provisions of Sections 44831 to 44855, inclusive, if the number of

employees is increased or the discontinued service is reestablished with no requirements that were not imposed upon other employees who continued in service; provided that no probationary or other employee with less seniority SHALL be employed to render a service which said employee is certificated and competent to render. However, prior to reappointment any employee to teach a subject which they have not previously taught, and for which they do not have a teaching credential or which is not within the employee's major area of postsecondary study or the equivalent thereof, the governing board SHALL require the employee to pass a subject matter competency test in the appropriate subject. (Ed. C. Section 44956)

The district demonstrates a specific need for personnel to teach a specific or course of study or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and the employee has special training and experience necessary to teach that course or course of study, or to provide those services, which others with more seniority do not possess.

## **ARTICLE 19 – MEET & CONSULT AGREEMENTS**

- 19.1 Meet and Consult topics between Employer and Union shall include, but not be limited to, the following subjects:
  - 19.1.1 Teacher relationship with non-teaching personnel.
  - 19.1.2 Staffing for the following school year by February 15.
  - 19.1.3 The selection process for teacher representatives who serve on committees, commissions, or other bodies established by the Employer which require employee representation.
  - 19.1.4 Educational objectives and school operations which affect unit members.
- 19.2 The County agrees to meet with the NCFT regarding any anticipated program changes or facility closures at least thirty (30) days in advance of taking any action on these subjects.

## OCCUPATIONAL & PHYSICAL THERAPIST (OT/PT) PROVISIONS

---

### ARTICLE 20 – CLASSIFICATION

- 20.1 All employees should work in a position available to unit members within the Classified service covered by the Agreement. Each position shall have a designated title; a regular minimum number of assigned hours per day and/or days per week, and months per year. The duties and responsibilities are those set forth in the job descriptions developed by the parties for each position including the regular monthly salary range for each position. Job descriptions will be made available to unit members.

## ARTICLE 21 – DEFINITIONS

- 21.1 **Classified Employees**  
Classified employees covered are defined as employees of the County in positions covered by this Agreement which do not require certification qualifications and which are not excluded from classified service.
- 21.2 **Regular Employees**  
Regular employees covered by the Agreement are defined as classified employees with probationary or permanent status, whether on full-time or part-time assignment.
- 21.3 **Probationary Employees**  
Probationary employees are regular employees who have not completed the probationary period of employment, whether full-time or part-time. The probationary period for new employees shall be six (6) calendar months or 130 days of actual service, whichever is longer, in regular paid status. Only that time spent in active service for the County shall count toward completion of the probationary period.
- 21.4 **Permanent Employees**  
Permanent employees are defined as employees who have completed the required probationary period in the classification in which employed.
- 21.5 **Full-Time Employees**  
Full-time employees are regular employees who are scheduled to work eight (8) hours per day and five (5) days per week.
- 21.6 **Part-time Employees**  
Part-time employees are regular employees who are scheduled to work less than eight (8) hours per day or less than five (5) days per week.
- 21.7 **Job Description**  
Job description is the description of the duties, responsibilities and minimum qualifications of the position.
- 21.8 **Seniority**  
Seniority is secured by length of service, by hours, from the first day in paid status in the County.
- 21.9 **Vacant position**  
Vacant position is defined as a position not occupied by a regular employee and may be filled by a substitute for a period not to exceed sixty (60) days while the County seeks to fill the vacancy.

## **ARTICLE 22 – WAGES**

- 22.1 **The Union and Employer agree to the following:**  
Effective July 1, 2025, Occupational Therapists and Physical Therapists, are eligible for reimbursement from the employer for up to \$800.00 per year for costs incurred during the fiscal year necessary to maintain their licensure and/or Professional Association Membership.
- 22.2 **2025–26**  
Effective July 1, 2025, a 4% increase to the 2024–25 Salary Schedule for Occupational and Physical Therapists. In addition, a one-time off schedule payment of 1% of salary for all unit members shall be made on the September 2025 payroll.
- 2026–27**  
Effective July 1, 2026, a 2.5% increase to the 2025–26 Salary Schedule for Occupational and Physical Therapists.
- 2027–28**  
Effective July 1, 2026, a 2.5% increase to the 2026–27 Salary Schedule for Occupational and Physical Therapists.
- 22.3 **Monthly Payment**  
One twelfth of the annual salary shall be paid on the last working day of the month.
- 22.4 **Payroll Error**  
When an underpayment payroll error occurs, NCOE shall correct the error and compensate the affected employee(s) for at least 95% of the underpayment within ten (10) work days from the date it is first discovered. The remainder of the underpayment shall be paid to the affected employee on the next regular payroll cycle. If NCOE cannot correct the errors within ten (10) work days due to extenuating circumstances, NCOE shall notify the affected employee and/or NCFT representatives and the parties shall meet to establish a repayment schedule that is satisfactory to NCOE and the employee. When an overpayment payroll error occurs that is in excess of two hundred dollars (\$200), the affected employee and/or NCFT representatives will be notified and the parties shall meet to establish a repayment schedule that is satisfactory to NCOE and the employee.
- 22.5 **Mileage**  
Unit members using their personal vehicles to perform assigned services for the Employer shall be compensated at the current effective IRS standard mileage rate as published in Internal Revenue Service Publication 917, in January of each year.
- 22.6 **Anniversary Date - Definition**  
The anniversary date shall be July 1 of each subsequent fiscal year. For newly hired unit members hired on or before October 31 of a fiscal year, the anniversary date for advancement on the salary schedule shall be July 1 of each subsequent fiscal year. For newly hired unit members hired after October 31 of a fiscal year, the anniversary date for advancement on the salary schedule shall be July 1 of the fiscal year following the subsequent fiscal year, and then July 1 of each subsequent fiscal year thereafter.
- This date shall prevail in matters of earned vacation time, sick leave, advancement on the salary schedule and for new employee's initial probationary period.
- 22.7 **Initial Placement on Salary Schedule**  
Initial placement shall be according to experience steps granted by the Superintendent/designee at the time of employment or implementation of this Agreement.

- 22.8 **Step Advancement**  
Step advancement is based on years of service with NCOE. Annually, with completion of 75% of the year, an employee may advance one step toward the final step of their salary range. This advancement occurs on the anniversary of their initial hiring date with NCOE and takes effect the following month.
- 22.9 Unit members in part-time positions shall receive a pro-rated amount of salary and leave benefits.
- 22.10 **Extended Year and Summer School Salary**  
Unit members who work beyond the regular school year shall be compensated at their per diem rate.
- 22.11 During the regular work year unit members assigned by their supervisor to perform additional duties beyond the regular workday shall be compensated at their per diem rate.
- 22.12 **Longevity**  
For Longevity purposes, salary schedules for occupational therapists and physical therapists will increase from 6 steps to 24 steps. (Ratified 2/25/13)
- 22.13 **Bilingual Requirements**  
When NCOE determines that a position should be changed from bilingual preferred to bilingual required, NCOE and NCFT shall meet and confer to discuss the impact of the decision on the change in the job requirement(s).

## ARTICLE 23 – HOLIDAYS

23.1 The Employer shall set the date of each holiday annually and will make available to each unit member a County Office of Education calendar listing the dates.

The Employer will provide regular unit members with the holidays specified by the State of California Education Code. Additional holidays will be scheduled by the Employer after meeting and consulting with the Union. The total number of holidays shall be fifteen (15) days per calendar year.

23.2 In the event these days fall on a weekend, necessary adjustment shall be negotiated between NCFT - OT/PT and NCOE.

23.3 The Employer agrees to provide regular unit members in the bargaining unit with the following paid holidays:

- Independence Day
- Juneteenth
- Labor Day
- Veteran's Day
- Day before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Eve
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King's Day
- Lincoln's Day
- Washington's Day
- Memorial Day

23.4 **Holiday Eligibility**

A unit member shall be in paid status immediately preceding or succeeding the holiday in order to be paid for the holiday. The regular unit members of the Employer who are not normally on duty during the Christmas school holidays, shall be paid for those holidays provided they were in paid status during any part of the working day immediately preceding or succeeding the holiday period.

23.5 **Holidays – Vacation**

When a holiday as defined in this Agreement falls during the scheduled vacation of any unit member, such holiday shall not be considered a vacation day.

23.6 **Holidays – Compensation**

If a unit member is required to work on a holiday as specified in this Agreement, the unit member will receive, in addition to their regular pay, time and one-half (1 1/2) for the

hours worked either in pay or compensating time off.

## ARTICLE 24 – VACATIONS

- 24.1 Probationary and permanent employees shall earn vacation leave for each calendar month in which the unit member has been in paid status at least one-half (1/2) the scheduled work time as follows:
- 24.1.1 For one to ten (1–10) years of service, a full time unit member earns ten and one-third (10 1/3) hours a month or fifteen and one half (15 1/2) days a year, plus one-half (1/2) day personal preference for a total of sixteen (16) days a year.
- 24.1.2 For eleven to fifteen (11–15) years of service, a full-time unit member earns ten and one-third (10 1/3) hours a month plus one (1) additional day per year and one-half (1/2) day personal preference to a maximum of twenty-one (21) days a year.
- 24.1.3 Permanent part time unit members are entitled to vacation leave in the proportion of their time to a full-time unit member.
- 24.2 Employees who have completed the probationary period specified are eligible to use vacation benefits after completing six (6) or more full calendar months of employment.
- 24.3 The employee shall be entitled to a cash-in-lieu vacation payment for vacation earned but not taken as of the date of termination. Regular employees who have not completed six (6) full calendar months of employment shall not be entitled to such payment.
- 24.4 Regular employees who are hospitalized during a paid vacation leave may, upon return to duty and presentation of a statement from the hospital which verifies dates of hospitalization, request that the time spent in the hospital be charged against accrued sick leave instead of vacation. The request shall be submitted in writing to the Superintendent/designee within five (5) workdays following the employee's return to duty. Vacation which is thereby recredited to the employee may then be rescheduled later.
- 24.5 Vacation leave shall be cooperatively arranged by the administrative supervisor and the unit member.
- 24.6 A request must be submitted to and approved by the Superintendent/designee before using vacation days.
- 24.7 **Vacation Pay**  
Effective 7/1/97 employees will have their vacation pay included in their monthly salary.

## **ARTICLE 25 – JOB SHARING**

- 25.1 The Employer may permit two (2) or more unit members to share a position or positions.
- 25.2 The option of job sharing shall be considered by the Superintendent only after a joint request has been received from those employees intending to share the position(s) and the immediate supervisor(s). The request shall be submitted on the approved form available from the Human Resources Department. The particular plan proposed in the request shall be subject to modification by the Superintendent in accordance with NCOE needs.
- 25.3 The agreement to job share shall be evaluated within the first three (3) months of inception and annually thereafter.
- 25.4 Job sharing arrangements may be terminated at any time by any one of the participants; i.e., employee, manager, employer. In the event a job sharing agreement is terminated for any reason; e.g., promotion, transfer, retirement, resignation, the remaining employee shall accept the full-time responsibility of the position permanently or until such time as they leave the position or enter into another approved job sharing agreement for that position. Job Sharing may not be used as a device to reduce the number of unit positions.
- 25.5 An employee who has agreed to a reduction in scheduled working hours pursuant to this Agreement and who later desires to return to their previous schedule of working hours, shall be given preference over any other employee for available hours for which another employee does not have a legal claim up to a level one (1) FTE.
- 25.6 Implementation of any job sharing program shall not increase the NCOE cost for salary and/or fringe benefits beyond the cost that would be incurred for a single employee occupying the position(s) affected.
- 25.7 The decision to implement any job sharing plan and the method of implementation shall be at the sole discretion of the Superintendent and approval or implementation of any job sharing plan shall not be construed to set a precedent for approval or implementation of any other request for job sharing.

## **ARTICLE 26 – INSTRUCTIONAL MATERIALS**

- 26.1 The Employer shall supply unit members with the materials required to fulfill their program responsibilities.

## **ARTICLE 27 – STAFF DEVELOPMENT**

- 27.1 Staff Development programs shall be conducted at least once annually during regular work hours. At least one of the days designated as a staff development day on the current school calendar shall be used for this purpose.
- 27.2 Staff development needs shall be assessed in cooperation with the unit members, and program managers.
- 27.3 other opportunities for staff development may be taken advantage of by requesting attendance at conferences, workshops, institutes, school visitations and other meetings related to the unit member's discipline and work related programs.
- 27.4 Requests shall be made on the Conference Request Form and submitted to the immediate supervisor for approval.
- 27.5 The Employer shall reimburse the unit member for expenses incurred, i.e. transportation, lodging, meals, and registration or other fees when on assigned service.
- 27.6 The unit member shall not suffer loss of salary or benefits while attending such staff development activities when in paid status.

## ARTICLE 28 – PERSONNEL FILES

- 28.1 The Employer shall establish and maintain a personnel file for each member of the unit. The file(s) shall be the official Employer repository for evaluation records.
- Access to personnel files should be limited to the Superintendent, Deputy Superintendent, the department head, HR Director, and the unit member/designee.
- The Superintendent/designee shall indicate they have had access to the unit member's file by signing and dating a record maintained for that purpose by the Human Resources Director.
- All unit members have the right to inspect their personnel files, review the materials contained in the files and receive a copy of materials upon request, provided that the request is made at a time when such person is not actually required to render services to the Employer.
- 28.2 Material in personnel files of members of the unit shall be limited to documents and information, which may serve as a basis for affecting the status of their employment.
- 28.3 Every member of the unit 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 to the Employer.
- Such material is not to include ratings, reports, or records, which were obtained prior to the employment of the person involved.
- 28.4 A representative chosen by the unit member may, at the unit member's request, authorize or accompany the unit member to review the material in their own personnel file, during non-duty hours.
- 28.5 Information of a derogatory nature, except material mentioned in 20.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Prior to its placement in the personnel file, a unit member/designee shall have a right to meet with the Superintendent/designee to review the information of a derogatory nature before a determination of its propriety for placement in the personnel file is made. A unit member shall have the right to enter, and have attached to any derogatory statement, their own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
- 28.6 The unit member may have material placed in their personnel file which they feel is pertinent to their professional career.
- 28.7 No materials shall be entered in the unit member's file which do not bear the author's signature and date of writing.

## **ARTICLE 29 – PUBLIC CHARGES**

- 29.1 Charges against a unit member shall not be made public.
- 29.2 All citizens with complaints against a unit member shall be requested to reduce the charge in writing. A copy of all written complaints shall be provided to the unit member.
- 29.3 Upon receipt of a public charge(s) a supervisor is to maintain confidentially while conducting their preliminary investigation. Confidentiality means information regarding the charge shall be shared among the Superintendent, supervisor(s), and unit member only.
- 29.4 If the preliminary investigation of oral complaints does not result in resolution of the complaint, the charge/accusation shall be formalized to writing and presented to the unit member in writing. The unit member will then be afforded an opportunity to respond to the complaint in writing.
- 29.5 If the complaint is not resolved at the above level, a conference will be held with the unit member, administrator and complainant.
- 29.6 Any written summation resulting from the above procedures will be placed in a separate complaint file. Access to this file should be limited to the Superintendent/designee and the unit member/designee. The unit member will be given an opportunity to attach a written response to the written summation.
- 29.7 Public charges that are substantiated and proven may be made part of the personnel file according to Article 20.1.

## ARTICLE 30 – LAYOFF

### 30.1 **Definition**

A layoff is defined as the termination or reduction of a unit member's regular work assignment, or re-assignment to a lower classification due to a lack of funds or lack of work.

30.2 The County will negotiate the effects of layoff upon request.

30.3 The County will negotiate any reduction in hours upon request.

30.4 The order of layoff shall be determined by the length of service within affected classification. Length of service means all hours in paid status within the class. The unit member with the least seniority in the affected classification plus length of service in a higher classification shall be laid off first. If the layoff-affected unit member previously served in a lower classification, that person, according to their seniority, may exercise bumping rights into the lower classification, that person, according to their seniority, may exercise bumping rights into the lower classification. Should this action result in the necessity to layoff a unit member from the lower classification, the same seniority and re-employment procedures shall be applied.

30.5 Layoff affected employees shall be given written notice, not less than thirty (30) calendar days prior to the effective date of the layoff.

### 30.6 **Specially Funding Programs**

Should the layoff result from the expiration of a specially funded program at the end of such school year for lack of funds, the unit members to be laid off shall be given written notice on or before May 29 informing them of their layoff effective at the end of the school year and of their displacement rights and re-employment rights. If the program termination date is other than June 30, such notice shall be given not less than thirty (30) calendar days prior to the effective date of the layoff.

30.7 If the unit member is eligible for continued employment in a lower classification which will result in the displacement of another employee, this information will be included in written notice along with a form on which the unit member shall indicate the option to displace an employee in the lower classification or accept layoff.

30.8 Should layoff for lack of funds become necessary due to a situation occurring whereby the County experiences an actual and existing inability to pay salaries of classified employees, or a layoff for lack of work resulting from causes not foreseeable or preventable, the notice provisions shall not be required.

### 30.9 **Re-employment**

Re-employment following a layoff shall be in reverse order of layoff. Unit members laid off for lack of work or lack of funds shall be eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such layoff-affected employees shall be notified of and be afforded the right to participate in any promotional opportunities

offered by the County during the thirty-nine (39) month period.

- 30.10 Unit members who take a voluntary reassignment to a lower classification or voluntary deduction in assigned time in lieu of a total layoff, or remain in their present positions rather than be reclassified or reassigned shall be granted an additional twenty-four (24) months of eligibility for re-employment. They shall, at their option, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, according to their seniority.
- 30.11 Layoff affected unit members shall be given preference, in order of seniority, for substitute jobs or additional hours that become available, if they meet the eligibility requirements of the position concerned.
- 30.12 Laid off employees shall keep the County informed of any change in their address or telephone number.
- 30.13 A unit member who was subject to being or was in fact laid off for lack of work or lack of funds, and who elects service retirement from the PERS shall be placed on the reemployment list. The County shall notify the PERS that the retirement was due to layoff for lack of funds. If the unit member subsequently accepts, in writing, the appropriate vacant position, the County shall maintain the vacancy until PERS has properly processed his/her request for reinstatement from retirement.
- 30.14 A laid off unit member who refuses a job in their prior classification, or a comparable classification, shall be placed at the bottom of the reemployment list.

## **CLOSING PROVISIONS**

---

### **ARTICLE 31 – SAVINGS**

- 31.1 In the event that any provision of this Agreement is, or at any time shall be, contrary to law as determined by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. The parties shall meet upon request to discuss the invalidation and negotiate a replacement clause if necessary.

## **ARTICLE 32 – COMPLETION OF AGREEMENT**

- 32.1 The Union and the Employer agree to support this Agreement for its term. The Employer pledges that management will comply with the contract and the Union pledges that unit members will comply with the contract.
- 32.2 This document comprises the entire Agreement between the Employer and employees on the matters within the lawful scope of negotiation. The Employer and Union shall have no further obligation to meet and negotiate during the term of this Agreement.

**ARTICLE 33 – TERM**

33.1 The term of this successor contract shall be from July 1, 2025 through June 30, 2028.

Reopeners for fiscal year 2026–2027 shall include salaries, benefits, and up to two non-monetary language articles.

- If the 2026-27 State funded COLA for LCFF and State Preschool exceeds 3%, or if total unrestricted funding increases year over year by greater than 3% of General Fund expenditures, then Employer and the Union agree to return to the bargaining table to negotiate wages.
- If the 2027 Kaiser health care premium increase exceeds 10%, then Employer and the Union agree to return to the bargaining table to negotiate benefits.

Reopeners for fiscal year 2027–2028 shall include salaries, benefits, and up to two non-monetary language articles.

- If the 2027-28 State funded COLA for LCFF and State Preschool exceeds 3%, or if total unrestricted funding increases year over year by greater than 3% of General Fund expenditures, then Employer and the Union agree to return to the bargaining table to negotiate wages.
- If the 2028 Kaiser health care premium increase exceeds 10%, then Employer and the Union agree to return to the bargaining table to negotiate benefits.

**AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

---

**Superintendent, Napa County Superintendent of Schools**

---

**President, Napa County Federation of Teachers, AFT Local 4067, AFL-CIO**

## APPENDICES

- A** Salary Schedule for Child Development Teachers – [See Website](#)
- B** Salary Schedules for Teachers, Resource Specialists, Speech Therapists, ROP/CTE Teachers & Nurses for: 184 and 200 days - [See Website](#)
- C** Guidelines for Evaluation of Certificated Personnel
- D** Declaration of Domestic Partnership – [See Attached Link](#)
- E** Collaborative Problem-Solving Approach: Caseload/Workload Concerns
- F** Salary Schedule for Occupational & Physical Therapists – [See Website](#)

**Early Childhood Services Collaborative Problem- Solving Approach: Caseload/Workload Concerns**

Employee Name	Employee Position	Supervisor Name	Date Concern Reported

**Purpose**

The ECS Collaborative Problem-Solving approach is a joint effort between employee and supervisor meant to address concerns that arise based on the employee's caseload/workload assignment.

**Process**

- Employee requests to meet with their supervisor regarding concerns that they are unable to effectively meet the requirements of their job description due to a variety of factors including, but not limited to:
  - Staffing challenges
    - Caseload number
    - Staff/student ratio
  - Staff training needs
  - Concerns regarding the health and safety of students and/or staff
  - Additional resources required
  - Other
- Initial Employee/Supervisor meeting includes:
  - Identifying areas of concern
  - Establishing short- and long-term solutions
  - Determining if additional resources are required
  - Determining if training/coaching is appropriate to the situation
  - Scheduling of follow up meetings to track progress and adjust plans as necessary

By engaging in this process, both supervisor and employee agree to work collaboratively to address issues which are impacting an employee's ability to effectively carry out their job duties as assigned. This process is meant to be transparent, iterative, and to hold accountable both supervisor and employee to changes that might be required as part of the plan. If after the process has been completed and the employee and supervisor are unable to resolve the concern, the situation will be escalated to ECS Director and NCOE Human Resources for additional support.

<b>Initial Meeting: Identifying Challenging &amp; Exploring Solutions</b>
Date:
Staff Present:
Employee Concern:

Impact on Job Performance:
Potential Solutions: <input type="checkbox"/> Staffing related: _____ <input type="checkbox"/> Training/Coaching: _____ <input type="checkbox"/> Materials Required: _____ <input type="checkbox"/> Other: _____
Resources Identified:
Who is responsible for following up on identified resources and potential solutions:
Timeframe for implementation:
Follow up Review Date:

Review Meeting #1
Date:
Staff Present:
Employee Concern Update:
Solution(s) Implemented & Duration of Implementation:
Outcome of implementation:
Additional solutions/resources identified:

<input type="checkbox"/> Staffing related: _____ <input type="checkbox"/> Training/Coaching: _____ <input type="checkbox"/> Materials Required: _____ <input type="checkbox"/> Other: _____
--

Who is responsible for following up on identified resources and potential solutions:
--

Timeframe for implementation:
-------------------------------

Follow up Review Date/Final Outcome:
--------------------------------------

<b>Review Meeting #2 (If Required)</b>
--

Date:
-------

Staff Present:
----------------

Employee Concern Update:
--------------------------

Solution(s) Implemented & Duration of Implementation:
---

Outcome of implementation:
----------------------------

Additional solutions/resources identified:  <input type="checkbox"/> Staffing related: _____ <input type="checkbox"/> Training/Coaching: _____ <input type="checkbox"/> Materials Required: _____ <input type="checkbox"/> Other: _____
--

Who is responsible for following up on identified resources and potential solutions:
--

Timeframe for implementation:
Follow up Review Date/Final Outcome:

As a result of this collaborative problem-solving process the employee's concerns have been adequately addressed and no further action is required:

- Yes
- No

If no is checked, please schedule a follow up meeting with ECS director, NCOE Human Resources, and bargaining unit representative, if appropriate.

Employee Signature: \_\_\_\_\_  
Supervisor Signature: \_\_\_\_\_  
Date: \_\_\_\_\_