

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers
For the 2016-2017 through 2018-2019 School Years

September 8, 2016

The provisions of the 2015-2016 negotiated Agreement between the District and the Federation shall remain in full force and effect except for the following modifications. All tentative agreements, proposals and memoranda of understanding (MOUs) listed below are attached and incorporated into this Tentative Agreement.

XII Leaves of Absence: TA 4/19/16.

XIII Class Size: NMCUSD Proposal 4/28/16

XIII and XVIII Combination Classes: TA 5/31/16

XVIII Elementary Substitute Coverage: TA 5/31/16

XVIII Compensation:

1. 2016-2017 School Year: 2.0% increase to base salary schedules (Appendix A) effective July 1, 2016.
2. 2017-2018 School Year: 2.0% increase to base salary schedules (Appendix A) effective July 1, 2017.

XVIII Compensation (Professional Growth): NMCUSD Proposal 4/19/16 (11:54 a.m.). *(Note: This Article will be effective beginning in late spring of 2017 to allow for development of the Professional Development Catalog and unit member goal-setting in order for eligible classes, etc. to be taken in the summer of 2017 for salary schedule credit in 2017-2018.)*

XXII Reopening of Negotiations and XXV Effective and Termination Dates: NMCUSD Proposal 4/19/16 (9:20 a.m.).

Appendix B – Extra Duty Pay: (Schedule and associated job descriptions) –Committee recommendations 5/23/16 (attached).

MOUs

Classroom Budget (5/31/16)

Teacher-Directed Planning Time (8/2/16) *(Note: This MOU will be implemented as soon as practicable following ratification of the Tentative Agreement by the parties.)*

Middle School Staffing Formula (8/2/16)

For NMCFT

Date

9/8/16

for NMCUSD

Date

9/8/16

TENTATIVE AGREEMENT BETWEEN
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT AND
NORTH MONTEREY COUNTY FEDERATION OF TEACHERS

ARTICLE XII LEAVES OF ABSENCE

A. Notification of Absence

The unit member is responsible for notifying the District of absence due to illness or any other cause as follows:

1. All unit members shall call the District prior to 7 a.m. on the first day of an absence.
2. Notice of intent to return must be given by 2 p.m. the day previous to returning. If the day previous to returning is a Sunday or a holiday, then notice of intent to return need not be given. It will be assumed by the District that the unit member shall report for duty, on the day after a Sunday or holiday unless the District is notified as outlined in Paragraph 3 below.
3. If a unit member, during an absence, has called the District stating she/he shall return the next day, and it subsequently becomes necessary for that unit member to be absent that next day, then she/he must call the District before 7 a.m. on the day of the absence.
4. If the intent to return is not complied with as indicated above and a substitute teacher has already been called, the substitute teacher shall be assigned for that particular day and the salary for the substitute shall be deducted from the unit member's salary.
5. If a unit member fails to notify the District of his/her absence from duty, the unit member's per day salary shall be withheld for those days, except in those instances where it was impossible for the unit member to notify the District in advance of 7 a.m.

B. Definition of Paid and Unpaid Leaves of Absence

1. "Paid Leave of Absence" means that a unit member will be entitled to:
 - a. Receive wages and fringe benefits including retirement benefits;
 - b. Return to a comparable assignment which the unit member worked under prior to the paid leave; and
 - c. Receive credit for annual salary increments during the leave.
2. "Unpaid Leave of Absence" means a unit member will retain the right of employment and may at the unit member's expense retain medical, vision, and dental coverage during the leave period, except as specified under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). See Article XII E 3.

C. Leaves of Absence With Pay

1. Sick Leave

a. Each unit member employed five (5) days a week for the regular school term (August to June) is entitled to ten (10) days sick leave each year, accumulative from year-to-year.

b. Each unit member employed for ten (10) or more days beyond the regular school year, but less than the full fiscal year, shall be entitled to eleven (11) days annual sick leave, which shall be accumulative from year-to-year.

c. Each certificated employee employed for the full fiscal year shall be entitled to twelve (12) days annual sick leave, which sick leave shall be accumulative from year-to-year.

d. Annual sick leave shall be credited at the beginning of the school year.

e. Unit members employed for less than one (1) FTE shall be entitled to proportionate sick leave and other leaves authorized by this article as their assignment bears to 1 FTE.

f. Unit members may use their sick leave to attend to an illness of a child, parent, spouse, or registered domestic partner.

g. During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute, based on the district's substitute pay rate. If no substitute employee is employed, the amount that would have been paid to the substitute had he or she been employed shall be deducted from employee's salary.

h. Whenever a unit member is required to be absent from duties because of sickness or injury, the unit member shall provide proof of sickness or injury as indicated below.

i. The normal method of proof of illness or injury shall be the unit member's signature to the effect she/he has been absent because of illness or suffering from an injury requiring his/her absence for the period specified. In all cases involving absences in excess of five (5) days, the unit member shall be required to submit:

1) A physician's verification stating that the unit member was not able to perform his/her normal duties for the specified period; or

2) A written statement by the unit member to the effect that he/she is a member of a religious sect, denomination, or organization and that he/she was ill or injured during the specified period and that she/he was treated in accordance with the practices of his/her religious belief.

2. Pregnancy Disability

- a. Unit members are entitled to sick leave upon request for required absences due to disability caused by pregnancy, miscarriage, childbirth and recovery therefrom. The length of such absence, including its beginning and ending dates shall be determined by the unit member and her physician.
- b. Disabilities caused or contributed to by pregnancy, childbirth, and recovery therefrom, are temporary disabilities.
- c. Unit members utilizing sick leave for absence necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom, and from disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, shall obtain appropriate certification from their physician as to the required absence necessitated by such causes.

3. Use of Sick Leave for Personal Necessity

During any school year a unit member may, at his/her election, use seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:

- a. Death of a member of his/her immediate family (see definition of immediate family under Bereavement Leave).
- b. Accident involving his/her person or property, the illness or accident of a member of the immediate family.
- c. Appearance in court or in front of an administrative agency as a litigant or as witness under an official court order.
- d. Graduation of a son or daughter. One day is permitted if ceremonies are held within 150 miles of the employee's home and two days are permitted if the ceremonies are held more than 150 miles from the employee's home. The unit member shall provide written notice to the administrator/ supervisor at least three (3) days in advance.
- e. Other personal emergencies (maximum allowable shall be two (2) days per school year not accumulative from year-to-year). Two (2) of the seven (7) days of personal necessity may be taken without identifying a reason to the principal/supervisor as long as the reason is included in "a" through "d" above.

f. For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any the following reasons:

- 1) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

- 2) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 4) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 5) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- 6) For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code sections 230 and 230.1.

4. Industrial Accident or Illness Leave

a. All unit members shall be eligible for leave of absence because of industrial accident or illness. Allowable leaves shall be sixty (60) working days in any one fiscal year for the same accident and shall commence the first day of absence.

b. Leave of absence under this policy shall not be accumulated from year-to-year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

c. A unit member shall be paid such portion of the salary due him/her for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to him/her of not more than his/her full monthly salary.

d. Leaves of absence applied for under this article shall be reduced by one day for each day of authorized absence regardless of a temporary disability award to the unit member.

e. Upon termination of industrial accident leave, the unit member shall be entitled to accumulated sick leave benefits under this Agreement with the provision that if the unit member continues to receive a temporary disability indemnity, she/he may elect to receive as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions. ~~Unless travel outside of California is authorized by the Board of Trustees, unit members receiving benefits under this article during periods of illness or injury shall remain in the State of California.~~

f. The Superintendent, working through the Human Resources Department, shall recommend to the Board any unit member's petition for leave of absence under this article. A unit member petitioning for such leave is responsible for furnishing the District Superintendent, upon his/her request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that will be needed for the leave of absence. A second signed physician's or practitioner's statement may be required of the unit member upon request of the District Superintendent at termination of the unit member's leave of absence certifying that the unit member's condition is satisfactory to warrant a return to service.

5. ~~Paternity~~ Adoption Child Bonding Leave

~~a. When a child is born to a unit member's spouse or registered domestic partner or, when a child is adopted by a unit member, the unit member may use accumulated sick leave for up to six weeks of time off during the birth or adoption with no loss in pay.~~

a. Child Bonding Leave: Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

b. For mothers, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

c. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

d. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

e. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

~~b.~~ f. Such Leave must be taken consecutively, subject to CFRA Regulations, and the unit member must leave prepared lesson plans for the length of the absence.

6. Bereavement Leave

a. Bereavement leave, up to three (3) days, plus two (2) additional days if more than 300 miles of travel is required, with pay, shall be allowed to all of the unit members for death occurring in the unit member's "immediate family." "Immediate family" means mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or registered domestic partner of the unit member; and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member; foster parents, foster children, stepparents,

stepchildren; or any relative living in the immediate household of the unit member. Bereavement leave for spouse, registered domestic partner or child shall be up to five (5) days.

b. Bereavement leave to attend the funeral of a close friend or relation, shall be granted for the time necessary to attend the funeral, up to three (3) days per school year. In addition, two (2) days per school year, to be deducted from the unit member's sick leave, shall be granted upon request.

c. When notifying the District of his/her absence due to bereavement, the unit member shall state the relationship to the deceased.

7. Leave for Critical Illness or Other Emergencies

a. An emergency shall be held to mean a critical illness or an accident involving a member of the "immediate family". (See definition of "immediate family" under Bereavement Leave.) Critical illness must be verified in writing by a licensed physician or practitioner.

b. Any natural disaster or calamity, such as fire, flood, earthquake, etc., which shall prevent an employee from fulfilling his/her duties, shall be considered an emergency.

c. Any number of days may be granted, without loss of pay, in any one school year, subject to Board approval.

d. Unit members whose leave request to the Board are to be given a negative recommendation by the administration shall be notified of that fact in writing. The reason(s) for the negative recommendation shall be given, as well as the date when the request shall be presented to the Board.

e. All leaves must be requested within one month of the occurrence or they shall be denied with full deductions.

8. Military Leave

Unit members shall be entitled to such leaves of absence with pay and other benefits as are provided in Division II, Part I. Chapter VII, of the Military and Veterans Code (M&V 395.01).

9. Jury Duty Leave

a. Unit members who are called to serve on juries shall be entitled to be absent from duty without loss of pay.

b. Any compensation received by a unit member as a member of a jury shall be remitted to the District less mileage compensation received.

10. Leave for Meetings, Conferences, and on School Business

a. Leave may be granted without loss of pay upon request of the unit member and recommendation of the Superintendent or designee for attendance at distinctly professional meetings of education groups at which

the Superintendent feels the District should be represented. Travel, per diem, and other necessary expenses may be allowed for this purpose.

b. Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of this organization serve to advance the welfare of all schools in the District through the upgrading and strengthening of the teaching profession, may be granted upon request of the unit member and recommendation of the Superintendent or designee, without loss of pay to the unit member. Travel and other necessary expenses may be allowed for this purpose.

c. Leave of absence may be granted to unit members for attendance at conventions or meetings or organizations composed of persons engaged in education, but interested primarily in improving the working conditions of school employees upon request of the unit member and recommendation of the Superintendent or designee. Deductions from the unit member's salary shall be limited to the amount required to pay a substitute.

d. Upon request of the unit member and recommendation by the Superintendent or designee, leaves of absence may be granted to unit members with prior approval, who wish to attend conventions of civic or fraternal groups not connected with education in which they hold membership. The unit member's salary shall be deducted by the amount paid for a substitute for the time of such leave.

e. Upon recommendation of the Superintendent or designee, and upon request of a unit member, visitations may be permitted to other schools and classes without loss of pay.

11. Sabbatical Leave

a. Upon recommendation of the Superintendent, the Board may permit unit members to take sabbatical leaves of absence for the purpose of improvement and which shall be of benefit to the school system.

b. The Board shall pay at least one-half of the salary of the unit member on leave or may pay any additional amount up to and including the full salary of the unit member on leave. In addition, the Board shall pay all negotiated benefits during the leave period.

c. The Board shall require each unit member on such leave to post bond indemnifying the District against loss in the event that the member fails to render at least two consecutive years' service to the District following the leave.

d. Applicants for Sabbatical leave must have served a minimum of ten years in the district.

e. Applicants for Sabbatical leave will agree to assist the district with in-service staff development upon return.

f. One unit member per year may be approved by the district for Sabbatical leave.

g. Selection for Sabbatical leave will be based on a recommendation to the Superintendent and Board made by a Sabbatical leave selection committee established annually consisting of three teachers selected by the Federation and two administrators.

h. Criteria for Sabbatical leave recommendation will be based on, but not limited to: relevant advanced degree; relationship to the specific instructional or curricular focus identified by the District Instructional Goals Committee annually; principal recommendation; other academic activities of benefit to the district.

i. Any unit member interested in seeking a Sabbatical leave must submit a written application to the selection committee via the district Human Resources Department by March 15. A committee recommendation will be made to the Superintendent for consideration by the Board at its first meeting in April.

12. Leave Donation For Catastrophic Leave

a. Certificated employees may donate eligible leave to another certificated employee who is personally experiencing catastrophic illness or injury. This provision is for a case-by-case program and all decisions related to this provision are not subject to grievance.

b. Written verification of catastrophic illness or injury by a physician describing the incapacitating nature and probable duration of the illness or injury shall be required. Requests for this provision shall be submitted to N.M.C.F.T. for consideration and recommendation. Determination of eligibility and administration of the program shall remain with the District.

c. A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time and creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid leave.

d. To be eligible, an employee must have exhausted all accrued sick leave and must request the donation of eligible leave. Eligible leave is defined as accrued sick leave.

e. An employee who receives donated leave time must use leave that he/she continues to accrue each month prior to utilizing donated leave. The maximum amount of time that donated leave may be utilized by the employee for any single catastrophic illness or injury shall not exceed five consecutive months*.

f. The Superintendent or designee shall determine:

1) That the requesting employee is unable to work due to the catastrophic illness or injury, and

2) That the employee has exhausted all accrued sick leave.

Upon verification as required, the Superintendent or designee shall approve the transfer of donated accrued sick leave.

g. Upon written notice to the District an employee who meets the eligibility requirements may donate a minimum of seven and maximum of fourteen hours earned accumulated sick leave. Transfer of leave is anonymous and irrevocable.

h. To be eligible to donate leave an employee must have accrued a minimum of 147 hours of accumulated eligible leave.

i. The employee must not qualify for workers compensation benefits in the case of this catastrophic leave.

*after 5 consecutive months, differential pay may take effect.

D. Release Time

1. All unit members may be released from duty up to a two (2) hour period during a working day when appointments for medical or business reasons cannot be scheduled other than during working hours. However, in order to control the above privilege, the school administrator/supervisor assumes the responsibility for proper administration of the above. The school administrator/supervisor may abridge this privilege if it is determined that this privilege has been abused.

All unit members requesting the above shall notify their administrator/supervisor in sufficient time so that proper arrangements may be made for substitutes.

2. Officers of the Federation or designees may be given release time for attendance at organization meetings and conferences. The cost of substitutes shall be borne by the Federation or the unit member.

E. Leaves of Absence Without Pay

1. Parental Leave

Parental leave may be granted to natural or adoptive parents for a period of up to one year, upon request.

2. Rest, Illness, Personal Hardship Leave

a. Unit members may be granted leaves of absence by the Board in excess of one (1) month without pay under the following conditions:

1) That leave is requested for the purpose of rest, illness, or personal hardship. A doctor's statement may be required to clarify health requests.

2) Leaves of absence may not exceed one (1) year, unless by special action of the Board.

3) Absence necessitated by subpoena shall not be deemed an absence for pay purposes.

b. A unit member granted a leave of absence for a year is assured that upon his/her return to work, he/she will be reassigned to a position comparable to that which he/she vacated, provided that the member on leave notifies the Superintendent on or before the first day of March that it is his/her intention to resume his/her duties the ensuing school year. Failure to notify the Superintendent of intention to return to duty on or before the first day of March prior to the ensuing school year automatically terminates employment.

3. FAMILY CARE AND MEDICAL LEAVE

Employees may be granted family care and medical leave pursuant to Government Code Section 12945.2 (California Family Rights Act ["CFRA"]) under the following terms and conditions:

a. Family care and medical leave under this Article is may be paid or unpaid depending on the requirements of the CFRA as set forth in this section (E) (3) and subsections. For a period not to exceed twelve (12) weeks, employees on such leave will continue to be covered by the District's medical, dental and vision plans. Employees will not continue to be covered under life insurance and/or any other non-health benefit plan, including District retirement contributions. Employees may continue to make the appropriate contributions for continued coverage for life insurance and/or non-health benefits plans by direct payments to these plans. The District may recover the cost of premiums paid for medical, dental and vision coverage in the event that an employee who takes leave under this Article fails to return to work for reasons other than due to his/her disability. Recovery may also occur should the employee separate from employment during the first thirty (30) days of their return from Family Care and Medical Leave.

b. If both husband and wife are employed by the District, leave will be limited for birth or adoption, not to exceed a combined total of twelve (12) weeks in a year.

c. An employee shall have been employed for a minimum of twelve (12) months and at least 1250 hours during this period to be eligible for family care and medical leave hereunder.

d. Leave may granted for birth, adoption, or foster care of a child within twelve (12) months of the birth or placement, or the serious health condition of the employee's child. Leave under this § section may taken on an intermittent basis with the approval of the School Board subject to CFRA Regulations. (See also section (C) (5) Child Bonding Leave.)

e. Leave may be granted for the serious health condition of a family member or the employee. Family member is defined as mother, father, son or daughter under the age of 18, or a child above that age who is incapable of self-care because of mental or physical disability, or any relative living in the immediate household of the unit member. Leave under this Section may be taken intermittently if medically necessary. If an employee's request for intermittent leave is foreseeable based upon planned medical treatment, the District may require the employee to transfer temporarily to an alternative

position with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

f. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either the following: inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider. Certification of a serious health condition shall include the date upon which the serious health condition shall include the date upon which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for a family member or a child or that the employee is unable to perform his/her function. In the case of intermittent leave, the dates and durations of treatments to be given shall also be provided. The District may require subsequent re-certification on a reasonable basis.

g. The District may require that a second opinion be obtained at District expense. In the event of conflicting opinions, the District, at its own expense, may require a third and final opinion that shall be binding.

h. An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period. A twelve (12) month period commences on the first day of leave.

i. An employee may elect, or the District may require, an employee to substitute for family care and medical leave, any paid or unpaid leave to which they may be entitled.

j. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.

k. An employee and the District must mutually agree for the employee to substitute for family care and medical leave, accrued sick leave ~~for the birth, adoption or foster care of a child, or also~~ for the serious health condition of a child, spouse or parent of the employee.

l. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945. Health care benefits will be provided in accordance with California Fair Employment and Housing Commission regulations.

m. Upon expiration of leave hereunder, an employee shall be entitled to be restored to the position of employment held when the leave commenced, or, in the event the position has been eliminated, to an equivalent or comparable position. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee shall obtain and present a "fitness for duty" certification from the health care provider that the employee is able to resume the essential duties required by the position with or without reasonable accommodation. Failure to provide such certification shall result in denial of restoration.

n. Unit members may also be eligible for military qualifying exigency leave (up to 12 weeks per defined year) and/or military family caregiver leave (up to 26 weeks per defined year) pursuant to the Family Medical Leave Act and related regulations.

N o. The above negotiated provisions are intended to, and shall comply with the provisions of the CFRA Government Code section 12945.2 and the ~~forthcoming~~ regulations of the Fair Employment and Housing Commission covering family care and medical leave and the regulations of the U.S. Department of Labor.

e p. Alleged violations of this section (E) (3) and subsections provision shall be filed with the Fair Employment and Housing Commission or the United States Department of Labor and shall not be subject to the grievance procedure contained in this Agreement.

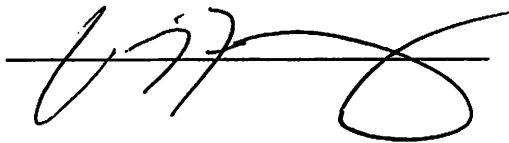
4. Travel and/or Study Leave

Leaves of absence for travel and/or study purposes, not to exceed one (1) school year, may be granted to permanent employees only, and shall be at the discretion of the Board.

5. Federation Work

In the event a member of the certificated bargaining unit is selected to work full time for the Federation, that individual may be granted, upon request, a leave of absence for up to one year without pay.

Dated: 4/19/16
For NMCUSD:



Dated: 4/19/16
For NMCFT:



North Monterey County Unified School District
Proposal to North Monterey County Federation of Teachers

Date: April 28, 2016

Time: 11:01

Article XIII CLASS SIZE

- A. Elementary, Middle, and High School student-classroom teacher class sizes shall be established pursuant to the following staffing ~~ratios~~ formulas:

K-3 and 4-6 shall be computed separately.

Kindergarten-3 - As per California class size reduction

The staffing ratio for Kindergarten shall be "K enrollment divided by 24." Transitional Kindergarten (TK) is considered to be "Kindergarten" by the State and therefore is included in this ratio for purposes of this Article. A reasonable effort shall be made to achieve equitable class sizes among the Kindergarten classes and to keep each class size as low as practical.

In addition, the parties acknowledge that "As per California class size reduction" has taken on new meaning under the new State funding model known as the Local Control Funding Formula (LCFF). As a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) (a.k.a. Grade Span Adjustment (GSA)) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. However, the law authorizes a district and its certificated union to negotiate an alternative annual average class size enrollment for each school site (Education Code section 42238.02 (d) (3) (B)).

Therefore, the parties agree that the grades 1-3 maximum average class-size enrollment at each school site shall be 27:1 for 2014-2015, 26:1 for 2015-2016, 25:1 for 2016-2017, and 24:1 for 2017-2018 and all subsequent years thereafter.

In the event that students enroll after the end of the 30th calendar day from the start of instruction and cause the District to be unable to comply with these maximum average class-sizes at a particular school site, the District may exceed the class-size maximum until the end of the current school year. The District shall notify NMCFT in the event that the District needs to exercise this exception.

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for K-3 GSA, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution.

Grades 4-6 - 4 — 6 enrollment divided by 31

Staffing grades 7-8 will be calculated as follows: enrollment divided by ~~31~~ 30.5 times 6 periods with the product divided by 5 = staff allocation for 7 — 8*.

Staffing grades 9 — 12 will be calculated as follows: enrollment divided by 31 times 6 periods with the product divided by 5 = staff allocation for 9 — 12*.

A schedule that includes a common preparation period at grades 9 — 12 results in a proportional reduction in class size.

*School staffing ~~ratios~~ formulas that exceed 0.4 will be rounded up and the school will receive one additional staff member.

~~At grades 9 — 12, one half of the total allocation of resource specialist teachers will be included as part of the regular staffing.~~

Beginning with the 2011-12 school, the high school staffing ratio shall include one-quarter of the total allocation of resource specialist teachers as a part of the regular staffing.

These staffing formulas exclude Special Education staff in self-contained assignments (e.g. SDC teachers) ~~and other categorically funded staff.~~

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- ~~B. The total teaching load per high school teacher shall not exceed 165 student contacts per day excluding the Silent Sustained Reading advisory/home room period. In some classes, larger group instruction is recognized as valuable so those are excluded from the preceding ~~ratios~~ formulas. These classes might include, but are not limited to, band, chorus, drill team, physical education, typing, or where an individual teacher requests to exceed the average class size as set forth herein.~~
- C. If the ~~ratios~~ formulas or contacts are exceeded as set forth herein, as of the end of the 30th calendar day from the start of instruction and thereafter, a conference shall be held, at the request of the Federation with the appropriate administrator to discuss and implement a mutually agreed-upon solution. A reasonable effort shall be made at all levels to achieve equitable class sizes and class loads through rescheduling. Solutions may include, but are not limited to: additional compensation, transfer of students, and paraprofessional assistance.
- D. The above class sizes are intended to be maximums as described and when practical, the District intends to staff at lower sizes.
- ~~E. Class Size Task Force (See Appendix T [TA 3/26/12])~~
- ~~F. 2012-2013 Staffing Ratios (See Appendix T [TA 3/26/12])~~
- E. The class size maximum for Special Day Classes (SDC) will be 14 students. If this number is exceeded and has not been rectified within 10 working days, the Federation and the District will meet together to achieve an equitable solution.

TENTATIVE AGREEMENT BETWEEN
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT AND
NORTH MONTEREY COUNTY FEDERATION OF TEACHERS

ARTICLE XIII CLASS SIZE: (Combination Classes)

Article XIII Class Size: A, add language:

The District will make every reasonable effort to minimize if not avoid the creation of combination classes in the elementary grades. A unit member assigned to a combination class shall be entitled to the stipend and additional time set forth in Article XVIII (D)(4).

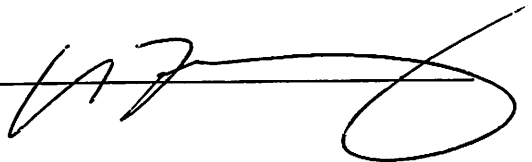
Article XVIII Compensation: Add new section (D)(4):

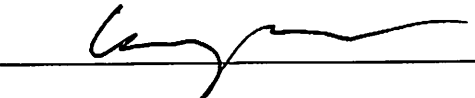
4. Unit members assigned to a combination class shall be entitled to the following:

- a. A stipend for the school year of such assignment in the amount of \$500 if the unit member teaches such class for 30 or fewer instructional days, or \$2500 if the unit member teaches such class for more than 30 instructional days.
- b. Up to three (3) days of additional time at their per diem rate for instructional preparation.

Dated: May 31, 2016
For NMCUSD: _____

Dated: 5/31/16
For NMCFT: _____



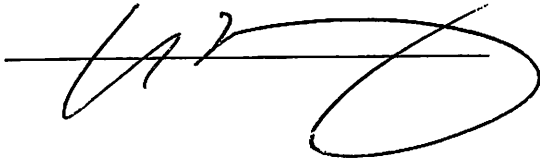


TENTATIVE AGREEMENT BETWEEN
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT AND
NORTH MONTEREY COUNTY FEDERATION OF TEACHERS

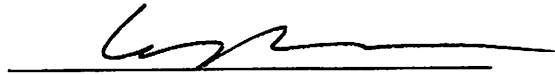
Article XVIII Compensation, new section 12:

12. The District will make every reasonable effort to secure a substitute and/or otherwise provide for the instruction of students from available on-site credentialed staff when an elementary grade classroom teacher is absent in order to prevent elementary classrooms from being split and redistributed among other classrooms.

Dated: May 31, 2016
For NMCUSD:

A large, stylized handwritten signature in black ink, written over a horizontal line.

Dated: 5/31/16
For NMCFT:

A handwritten signature in black ink, written over a horizontal line.

North Monterey County Unified School District
Proposal to North Monterey County Federation of Teachers

Date: 4/19/16

Time: 11:54

ARTICLE XVIII COMPENSATION (PROFESSIONAL GROWTH)

A. Salary Schedule

The salary schedules contained in Appendix A of this Agreement reflect the various levels of salary provided during the life of this Agreement. The various steps and columns provide for placement of unit members upon initial employment as well as movement from year-to-year in support of the Professional Growth criteria set forth in this Article.

1. Column Classification:

a) Column Designations*:

Column A - Degree plus 15 semester credits post Bachelor's degree

Column B - Degree plus 30 semester credits post Bachelor's degree

Column C - Degree plus 45 semester credits post Bachelor's or Master's degree

Column D - Degree plus 60 semester credits post Bachelor's or Master's degree plus 15 semester credits post Master's degree

Column E - Degree plus 75 semester credits post Bachelor's or Master's degree plus 15 semester units post Master's degree.

*Note: Nurse Salary Schedule is Columns A (BA+30), B (BA+45), C (BA+60) and D (BA+75)

2. External Educational Units: To qualify as "units" per Appendix A-7 for purposes of column movement on the salary schedule(s) for units must:

- a. Be post-Bachelor's or post-Master's of upper division or graduate division (post-Bachelor's or Master's means taken after receipt of the respective degree); and
- b. Be completed coursework from accredited institutions on a quarter or semester basis;
- c. Be "semester credits post Bachelor's degree" to include:
 - i. Be earned with a grade of "C" or above, or a "Pass" in the case of a "Pass-Fail" course, or a certificate of completion if applicable, as indicated by an official certificate or transcript.
- d. Credit for advancement on the salary schedules contained in Appendix A of this Agreement based on the external educational units set forth in this section shall be according to the Conversion Chart attached to this Agreement as Appendix A-7.

3. Verification of Units/Timing of Column Movement

- a. In order to qualify as "units" for advancement across a column on the salary schedule, unit members must file with Human Resources written verification of successful completion of professional growth activities as set forth in this Article.
- b. Verification shall be in the form of official written transcripts or other verifiable written information/documentation. The furnishing of all such records is the responsibility of the unit member.
- c. Advancement of a column will take place when an employee files proper documentation with the District as defined in section 3(b) directly above. Such advancement shall take place within three months or three regular pay periods, whichever is longer, the employee files the transcripts with the district and shall be effective retroactively to the date of filing.
- d. Mandatory coursework necessary for maintaining a California Credential, CPR and First Aid courses shall not count as "units" for salary schedule advancement.

~~2. Semester units, which apply to column classification, must be post-Bachelor's or post-Master's, of upper division or graduate division and from an approved college or university. Lower division units in foreign language shall be applied to column classification.~~

~~3. Provided professional growth requirements are met, unit members shall advance one step within each column for each year service.~~

~~4. Post-Bachelor's or Master's means taken after receipt of the respective degree.~~

~~5. To establish a unit member's salary column placement and before a change in column can become effective, an official transcript of units completed must be shown as evidence to the Human Resources Office. The furnishing of all such records is the responsibility of the unit member.~~

~~6. A declaration of intention to complete units for advancement from one column to another on the salary schedule for the subsequent school year shall be filed in the Personnel Office no later than June 1.~~

~~7. Advancement of a column will take place when an employee files proper documentation with the district (files official transcripts). Such advancement shall take place within three months or three regular pay periods, whichever is longer, the employee files the transcripts with the district and shall be effective retroactively to the date of filing.~~

~~8. Individuals with less than 15 units beyond the BA would not be able to move more than two steps in this column until they have acquired the 15 units. New employees employed with less than a BA plus 15 units shall be placed at step one of the BA plus 15 units column and shall remain at this step until they have earned the required 15 units.~~

4. 9 Annual stipend for first Master's and first Doctorate degrees each will be added to a unit member's placement on the salary schedule.

B. Credit for Experience

1. Effective July 1, 2015, New unit members shall receive full credit for experience (for placement on salary schedule) outside the District up to nineteen(19) years, and thus be placed at the twentieth (20th) step of the proper column.
2. All teaching experience shall be defined as teaching at any accredited public or private school and as described below.
3. A unit member must be on paid status 75 percent of the days that school is in session in order to have that year count as a year of experience on the salary schedule.
4. Any unit member out of the profession for five (5) years or more will be allowed credit for no more than four (4) years of teaching experience.

C. Professional Growth

1. Professional Growth involves:

- a. A continuum, which supports the development of highly effective teaching practices and actions;
- b. Collaborating and learning to support the achievement of District goals (e.g. Local Control Accountability Plan (LCAP), Single Plan for Student Achievement (SPSA), Educational Technology Plan); and
- c. Expanding the capacity of educators through specialized training, formal education, or advanced professional learning to address needs of each student in every classroom.

~~C. Professional Growth~~

~~1. Step advancement within any column shall be dependent upon meeting requirements of professional growth training. This training shall consist of six (6) semester units of lower, upper, or graduate division course work earned at an approved college or university, during each four (4) years of employment in the District. A unit member shall not advance beyond his/her column and step position until this requirement is met.~~

~~2. Travel Credit~~

~~a. Travel may be used in lieu of college or university credit to satisfy the professional growth requirement. Such travel shall contribute to the cultural background and professional preparation of the unit member.~~

~~b. The equivalent of eight (8) semester units for travel will be allowed during the unit member's service to the District.~~

~~c. A declaration of intention to complete travel for advancement on the salary schedule for the subsequent year shall be filed on the Human Resources office no later than June 1.~~

~~d. Prior approval of travel plans is required before the travel begins. The Federation President shall be provided with the names of the employees granted prior approval.~~

e. ~~Verifiable documentation of successful completion of prior approved travel plans shall be submitted to the Human Resources Office.~~

f. ~~An employee who is eligible for column advancement based upon completion of verified travel plans shall be advanced within three months of receipt of verified completion. This advancement shall be effective retroactively to the date of verification.~~

g. ~~If unit credit is received from an accredited university and/or college, no travel credit will be given for that period in which the unit member enrolled in the class.~~

h. ~~One unit of credit will be granted for each two (2) weeks of travel which has contributed to the professional preparation and cultural background of the unit member.~~

i. ~~The following reports will be required and must be presented to the Federation (or representative unit members) and a member of the administration. All reports and communications must be typewritten.~~

1) ~~A written itinerary in outline form, with narrative description of the countries or states visited, including the economic, industrial, social, and cultural aspects of the people.~~

OR

2) ~~A travel talk with pictures or an exhibit before a teacher group.~~

3) ~~A unit of work developed for classroom use.~~

Minimum Requirements

a) ~~Written for appropriate grade level.~~

b) ~~Sufficient material for approximately 3 to 4 weeks of classroom use.~~

c) ~~References and suggested films.~~

j. ~~No requests for travel credits will be granted unless the grantee travels a minimum of 500 miles from the District.~~

2. Internal Professional Growth Opportunities: To qualify as "units" per Appendix A-7 for purposes of column movement on the salary schedule(s) for internal professional growth opportunities, units must result from successful completion of a District-approved course, program implementation or special project ("successful" is defined per section 3(b) above if applicable and, if not, according to pre-approved criteria). 20)

a. Professional Development Catalog

i. In consultation with NMCFT, the District will develop and produce a Professional Development Catalog.

ii. The Catalog will provide unit members with choices – e.g., trainings, workshops, or projects – the completion of which will qualify for professional growth units as designated.

- iii. In consultation with NMCFT, the District will develop and periodically conduct a survey of unit members to obtain feedback and recommendations regarding the choices and options offered in the Catalog.
- b. Internal Professional Growth "units" for column advancement on the salary schedules contained in Appendix A of this Agreement, "semester credits post Bachelor's degree" may include a combination of:
 - i. Completion of hours of attendance through pre-approved Internal Professional Growth Opportunities.
 - ii. Credit for advancement of the salary schedules contained in Appendix A of this Agreement based on the professional growth activities set forth in section 2 above shall be according to the Conversion Chart attached to the Agreement as Appendix A-7.
- c. Unit Members on Column E: Unit members on Column E of the salary schedule who earn the equivalent of an additional 15 units of Internal Professional Growth (as defined in this Article) beyond the units already required to achieve placement on Column E shall earn an annual Professional Growth Stipend of \$2500. No more than one (1) such Stipend may be received by a unit member regardless of additional units beyond 15 that might be earned.

~~3. District Units for Required Meetings~~

~~It shall be the policy to grant professional growth units to unit members for their attendance at meetings for curriculum development or improvement, or in service training, provided said meetings occur or last beyond 4 p.m. on regular work days or on days when school is not in session.~~

- a. ~~Only meetings authorized by the Superintendent or designee may be counted for unit grant purposes.~~
- b. ~~Units shall be granted on one (1) per fifteen (15) hours wherein teachers are required to attend.~~
- c. ~~Units shall be granted on the basis of two (2) units per fifteen (15) hours wherein unit members are required to attend and do outside research or reading plus writing.~~
- d. ~~Credit for any one meeting shall be granted on a per hour basis or fraction thereof.~~
- e. ~~Credit for meetings shall not be restricted to any school year and they shall be cumulative.~~

~~4. Professional growth will be evaluated by April 1 of the fourth year of each four year period of employment. The four year interval shall be measured from the time the unit member first renders paid service in the District, except that if a unit member begins service at mid-year or later, the interval shall be measured from the beginning of the subsequent year of service.~~

North Monterey County Unified School District
Proposal to North Monterey County Federation of Teachers

Date: April 19, 2016

Time: 9:19 a.m.

ARTICLES XXII REOPENING OF NEGOTIATIONS AND XXV EFFECTIVE AND TERMINATION DATES

ARTICLE XXII REOPENING OF NEGOTIATIONS

A. This document comprises the entire Agreement between the District and the Federation on matters within the lawful scope of negotiations. Any Public Employees Relation Board decision subsequent to the execution of this Agreement concerning the scope of negotiations shall not be cause for reopening negotiations during the term of this Agreement.

B. Any mandatory improvements, reductions, or elimination of unit member benefits in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall obligate the parties ten (10) days of the effective date of such amendment or repeal to negotiate for the purpose of amending such benefits in this Agreement.

C. This Agreement shall be closed for the 2016-2017 and 2017-2018 school years. Upon request by either party, this Agreement shall be reopened for negotiations for the 2018-2019 school year as follows: Each party may reopen on Articles XVIII (Compensation), XIX (Health and Welfare Benefits) and two (2) additional articles of each party's selection.

~~C. If mutually agreed upon in writing, negotiations may be reopened to consider matters within the scope of representation.~~

D. Commencement of negotiations under this Article shall take place within ten (10) days after the public notice requirement has been met unless the parties mutually agree in writing to an alternate start date. The public notice process for both reopener and successor negotiations shall be completed in sufficient time to allow for the legal commencement of negotiations on or before March 1 of the year immediately preceding the contract year to be negotiated unless the parties mutually agree otherwise in writing.

E. The parties shall meet in advance of the first bargaining session in order to develop a framework for the upcoming negotiations which may include, but not be limited to, ~~small group budget or other~~ planning meetings, setting a calendar, and critical dates by which information beneficial to the process will be available.

ARTICLE XXV EFFECTIVE AND TERMINATION DATES

The Collective Bargaining Agreement shall be for a term of three (3) years, commencing July 1, 2016 and extending ed through June 30, 2019 2016.

Each Party to this Agreement represents and warrants that this Agreement represents an accurate record of the Agreement between the Parties. Each Party represents in good faith and to the best of our knowledge that all outstanding documents are included in this Agreement. Each Party agrees to meet and confer should any preexisting documents come to the attention of either Party subsequent to the signing of the contract.

EXTRA DUTY PAY

(effective July 1, 2016)

For each extra duty, a job description is written. In addition to regular salary, each unit member, if assigned to the extra duty, will receive the additional pay as described below:

(*Not all stipends are utilized in any given year, based upon need for the additional duty.)

District	Stipend	High School	Stipend
District Assistant to Band Directors	\$4,000	AVID Coordinator	\$2,500
Induction Coach	\$2,000	Band Director	\$3,300
New Teacher Support Coach	\$1,200	Choir Director	\$1,800
Teacher in Charge	\$3,500	Class Advisor	\$500
Elementary	Stipend	Co-Curricular Activities Advisor	\$1,800
Band Director	\$800	Colorguard	\$1,800
Choir Director	\$400	CTE Student Leadership Advisor	\$1,000
Co-Curricular Activities Coordinator	\$400	Extra Curricular Advisor	\$1,000
Drama - Lead Teacher	\$400	Instructional Leader	\$2,500
Extra Curricular Advisor	\$500	Jazz Band Director	\$1,800
Instructional Leader	\$1,500	Lead Teacher Trip Coordinator (Non-school days)	\$800
Lead Teacher Trip Coordinator (Non-school days)	\$800	Lead Teacher Trip Coordinator (School days)	\$500
Lead Teacher Trip Coordinator (School days)	\$500	Lead Teacher Trip Supervisor (Non-school days)	\$200
Lead Teacher Trip Supervisor (Non-school days)	\$200	Lead Teacher Trip Supervisor (School days)	\$100
Lead Teacher Trip Supervisor (School days)	\$100	Link Crew - Lead Teacher	\$2,500
Speech/Debate	\$400	MESA Coordinator	\$2,500
Student Leadership - Lead Teacher	\$1,000	MESA Support Teacher	\$800
Yearbook - Lead Teacher (w/Student Leadership - w/o Student Leadership)	\$1000 - \$500	Yearbook - Lead Teacher	\$1,800
Middle School	Stipend	High School - Athletics	Stipend
Activities - Lead Teacher	\$3,100	Football --Varsity	\$4,200
AVID Coordinator	\$2,500	Football -- Asst Varsity & Head JV	\$3,200
Band Director	\$1,600	Football -- Asst JV & Head Frosh & Asst Frosh	\$3,000
Choir Director	\$1,200	X-Country -- Head Boys & Head Girls	\$3,400
Co-Curricular Activities Coordinator	\$800	Volleyball -- Varsity	\$3,800
Colorguard	\$1,200	Volleyball -- JV & Frosh	\$2,900
CTE Student Leadership Advisor	\$500	Soccer -- Varsity Boys & Girls	\$3,600
Drama - Lead Teacher	\$1,100	Soccer -- JV Boys & Girls	\$2,700
Extra Curricular Advisor	\$800	Wrestling -- Varsity CoEd	\$3,900
Instructional Leader	\$2,000	Wrestling -- JV CoEd	\$2,900
Lead Teacher Trip Coordinator (Non-school days)	\$800	Basketball -- Varsity Boys & Girls	\$4,000
Lead Teacher Trip Coordinator (School days)	\$500	Basketball -- JV & Frosh Boys & Girls	\$2,900
Lead Teacher Trip Supervisor (Non-school days)	\$200	Baseball -- Varsity	\$3,800
Lead Teacher Trip Supervisor (School days)	\$100	Baseball -- JV	\$2,800
MESA Coordinator	\$2,500	Softball -- Varsity	\$3,800
MESA Support Teacher	\$800	Softball -- JV	\$2,800
Speech/Debate	\$800	Track -- Varsity Boys & Girls	\$3,900
WEB Crew - Lead Teacher	\$1,500	Track -- Asst Coach Both	\$2,800
Yearbook - Lead Teacher	\$1,100	Golf -- Head Boys & Girls	\$3,100
Middle School - Athletics	Stipend	Cheerleading --CoEd (Varsity)	\$1,800
Volleyball 7th & 8th Girls	\$1,100	Cheerleading --CoEd (JV)	\$1,200
Soccer 7th & 8th Boys	\$1,100		
Wrestling Head	\$1,100		
Wrestling Asst	\$700		
Basketball 7th Boys & Girls; 8th Boys & Girls	\$1,100		
Track -- Head CoEd	\$1,100		
Track -- Asst CoEd	\$700		
X-Country -- Head CoEd	\$1,100	Teachers Doing Hourly Work	\$32.40
Golf -- Boys & Girls	\$1,100	Teachers Subbing on Prep (MS/HS only)	\$50.00

**MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT AND
NORTH MONTEREY COUNTY FEDERATION OF TEACHERS**

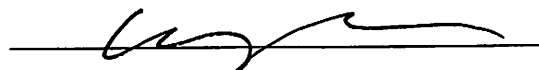
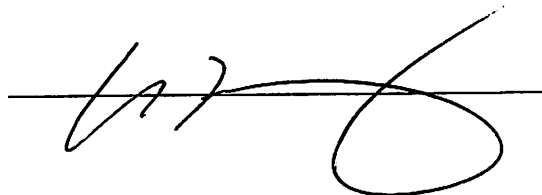
CLASSROOM BUDGET

This Memorandum of Understanding (MOU) between the North Monterey County School District (District) and the North Monterey County Federation of Teachers sets forth the mutually agreed upon terms and conditions outlined as follows:

1. Every classroom and resource teacher will receive a classroom budget of \$500 (excluding copy budgets and electronic equipment and maintenance costs), the expenditure of which shall be according to criteria and procedures established at each site.
2. This MOU shall remain in effect until the parties negotiate otherwise.

Dated: May 31, 2016
For NMCUSD

Dated: 5/31/16
For NMCFT



**Memorandum of Understanding Between
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

**Elementary Teacher-Directed Planning Time Pilot for the 2016-2017 and
2017-2018 School Years**

The District and the Federation agree to the following terms and conditions for allocating teacher-directed planning time for elementary teachers for the 2016-2017 and 2017-2018 school years.

1. The provisions of this MOU supplement but do not supersede the document entitled "MOU re: Elementary Planning Time Pilot Program for 2016-2017 and 2017-2018," signed by the parties on February 11, 2016. As of 2018-2019, the Elementary Planning Time Pilot Program signed on February 11, 2016 shall become permanent and incorporated into the negotiated Agreement as provided in the NMCUSD proposal of April 19, 2016 (9:07 a.m.)
2. Elementary teachers shall be provided an additional 60 minutes of teacher-directed planning time every two weeks as provided in this MOU.
3. Elementary grade teachers shall receive an average weekly amount of 150 minutes of teacher-directed planning time and the opportunity to collaborate and plan with other grade level teachers. This time is to be allocated as follows:
 - a. Approximately 45 minutes on two days each week;
 - b. 30 minutes on every Wednesday; and
 - c. An additional 60 minutes on every other Wednesday. The District shall schedule the preparation time each school year, and not to occur during the Parent Teacher Conference week.
4. Teacher-directed planning time shall be staffed or otherwise provided in a manner determined solely by the District following consultation with the Federation. As of the 2016-2017 school year, the District has elected to staff this time (the approximate 45 minutes twice per week), for each grade released, with physical education (PE) teachers, and in most cases two PE instructional aides, who will provide instruction on a rotating basis to classes averaging from 39-52 students per PE teacher.
5. This MOU is a pilot which shall be in effect for the 2016-2017 and 2017-2018 school years only and thereafter shall automatically expire.

NMCUSD

Date

NMCFT

Date

Memorandum of Understanding Between
North Monterey County Unified School District and
North Monterey County Federation of Teachers

Middle School Staffing Formula for the 2017-2018 School Year

The District and the Federation agree to the following terms and conditions for implementing a staffing formula for the middle school (grades 7-8) for the 2017-2018 school year. (W) 2019 (176)

1. The provisions of this MOU supersede Article XIII Class Size of the 2016-2018 negotiated Agreement insofar as it relates to the middle school staffing formula for 2017-2018.
2. The staffing formula shall be calculated as follows: enrollment divided by 29.5 times 6 periods with the product divided by 5.
3. Implementation of the foregoing formula is expressly dependent upon the following:
 - a. There must be existing and available facilities (unused classrooms) for use by the number of personnel required by this MOU in excess of the 30.5 formula set forth in Article XIII of the Agreement, subject to section 3(b) below.
 - b. In the absence of sufficient facilities, in order to comply with this MOU, the District will seek volunteers from among unit members to teach an additional class section in lieu of their preparation period. Unit members agreeing to volunteer shall be paid a dollar amount equal to 20% of their base salary. The site administrator and the NMCFT representative shall meet at the beginning of the 2017-2018 school to discuss the availability and use of school facilities. ↑
 - c. If the staffing formula exceeds 0.4, it will be rounded up to the nearest 0.2. For example a formula of 27.43 would be rounded up to 27.6.
 - d. The formula will be adjusted appropriately depending on available facilities and the number of volunteers secured in 3(b) above. Specifically, the 29.5 formula will be adjusted upward if an insufficient number of unit members volunteer to meet this number.
4. This MOU is in effect only for the 2017-2018 school year and thereafter automatically expires. The middle school staffing formula is subject to renegotiations in 2018-2019 reopens pursuant to Article XXII.


NMCUSD

9/8/16
Date


NMCFT

9/8/16
Date