

12:22

MOU

NCETA proposal to NSD

February 17, 2016

Rigorous Curriculum Design

The following conditions will be in effect until June 30, 2017 ~~at which time should either NCETA or NSD choose to continue these conditions, negotiations will open regarding these provisions.~~

1. Teachers will be provided the RCD units **at least two weeks prior to teaching the unit** to be able to plan, prepare or collaborate on the unit.
2. **To effectively implement the units, teachers will be given a per grade level pupil budget for primary (TK-3) and upper grades (4-6) as determined by the principal in case additional materials need to be purchased.**
3. All RCD lessons, units and ELEs will be translated into Spanish language appropriate for classroom instruction before being distributed to the ~~classrooms teachers.~~ **Postings for volunteers to translate at hourly per diem rate will be at each school site.**
4. During the duty day, bargaining unit members will be given an uninterrupted time block of 30 40 minutes **at least three times a week** for planning and preparation which is to be used for creating lessons, making copies, grading, creating assessment reports and analyzing the data, adjusting student groupings, gathering resources, meeting with parents, maintaining student portfolios, setting student goals, creating and maintaining classroom environment, rotating classroom libraries, and other duties as determined by the bargaining unit members.
5. ~~No bargaining unit members will be negatively evaluated or disciplined for differentiating the pacing of the lessons, or choice of instructional resources based on the needs of their students~~ **using their professional judgment.**
6. ~~District Site Collaboration time~~ **Thursdays, formerly known as time for data teams,** will be directed and used by the bargaining unit members to plan units of study, share and brainstorm concerns and solutions for alternative

student groupings, and differentiating instruction based on student data. **Should there be a need for principals to schedule a presentation, it will last no longer than 15 minutes.** ~~Any other collaborations as deemed necessary by the unit members will be approved by the principal. Accountability for this all collaboration time Thursdays will be in the form of minutes, notes or other forms that provide the principal with evidence of how collaboration time was spent.~~

- ~~7. Should Special Ed settings require modifications that impact workload other than those mentioned above, further negotiations will be convened.~~ **Modifications of RCD units for students with special needs shall not take place during data team. Volunteer opportunities to produce the modifications will be posted at each school site and paid at hourly per diem rate. ~~Unit modifications for special day class should be done by teachers with experience in Special Day Class.~~**

12:20pm

NCETA Proposal to NSD

February 17, 2016

Article 19 Special Education

3. Miscellaneous Provisions

B. Special Education Special Day Class Teachers and RSP Teachers will be allotted a total of **five (5)** early release Thursdays (not Teacher Thursdays) to be used for collaboration/~~IEP preparation at the discretion of the Teacher. These~~
~~days will be scheduled by the teacher who will notify the principal of the date and~~
~~mutual agreement of the principal and teacher.~~

C. ~~As per Education Code section 56046, no retaliation, coercion, or intimidation by administrators will result if a unit member gives a dissenting opinion, information or recommendation at an IEP meeting. Teachers may choose to have such dissenting opinions documented in the IEP notes.~~ Special Ed Resource Binder will be a collaboration between NCETA and the district. ~~prior to distribution to unit members.~~ reviewed by NCETA prior to distribution to all Bargaining Unit members servicing students with special needs.

D. ~~No Special Education Teacher will be required to assist with any students beyond their legal or contractual caseload. No Special Education Teacher will instruct any students that he/she is not properly credentialed to teach.~~

E. ~~SLP unit members shall have a case load limit of 55. Should there be a need to increase case load beyond the case load limit, the SLP shall receive a stipend of \$10.00 per day per student. At no time shall the case load exceed 60.~~

D. Special educators will be given training regarding SBAC accommodations as well as time cards for any extra hours in modifying IEPs for SBAC accommodations. All testing coordinators and LAS teachers assisting with testing will also be trained in the modifications for students with special needs.

NCETA proposal to NSD

February 17, 2016

Article 15 – Salaries

1. Salaries

- A. The 2014 -2015 Salary Schedule for fully credentialed teachers will receive an additional 5.5% increase for the 15-16 school year retroactive to July 1, 2015. **In addition, there will be a salary restructure for the teachers certificated salary schedule to the effect of 3% between cells effective July 1, 2015. See previously proposed schedule.**
- B. The Salary Schedule for School Psychologists and SLP bargaining unit members of NCETA will receive a 5.5% increase above the 2015-2016 schedule in the current contract effective July 1, 2015
- C. The Salary Schedule for Preschool Teachers of NCETA will receive a 13% increase above the 2014-2015 schedule in the current contract effective July 1, 2015. See attached schedule.

3. Salary Schedule Conditions

B. Added Stipend

- 2. Beginning the 2015 – 2016 school year Resource Specialist Program teachers, SDC teachers, APE and OT teachers shall receive an ~~additional~~ stipend of Two Thousand **Five Hundred** dollars (\$**2500.00**) annually.

12:45 pm

1:30

NCETA to NSD
February 10¹⁷, 2016

Preschool Teachers Salary Schedule
2015-2016

| | Class I (permit) | Class II (Bachelor's) |
|---------|------------------|-----------------------|
| Annual | 35,379.53 | 38,891.84 |
| Hourly | 32.61 | 35.85 |
| Daily | 195.47 | 214.87 |
| Monthly | 2,948.29 | 3,240.99 |

1:00pm

From NCETA

17
February 10, 2016

National School District Proposal to NCETA for an Early Resignation Incentive Plan (ERI Plan) for Preschool

AGREEMENT

This Agreement is entered into by and between the National School District (hereinafter "District") and the National City Elementary Teachers Association (hereinafter "Association").

A. The District and the Association agree that the District shall make available a one-time Early Resignation Incentive Plan or "ERI Plan" for eligible preschool employees during the 2015-2016 school year only.

B. To be eligible for this one-time, this school year only ERI Plan, a preschool employee must be at least fifty (50) years of age as of June 30, 2016, and must be an employee of the District with at least ten (10) years of consecutive preschool employment with the District as of June 30, 2016.

C. In order to be effective, a minimum of two (2) eligible preschool employees must submit their voluntary and irrevocable letters of retirement/resignation to the District no later than March 1, 2016, to be effective no later than June 30, 2016. If two (2) or more eligible preschool employees submit such letters of resignation no later than March 1, 2016, the District shall implement the ERI Plan for all those eligible employees who timely filed such letters of resignation with the District.

If less than two (2) eligible preschool employees submit their voluntary and irrevocable letters of resignation no later than March 1, 2016, to be effective no later than March 1, 2016, the District within its discretion may still implement the ERI Plan. If the District chooses within its discretion not to implement the ERI Plan where less than two (2) or more eligible certificated employees submit their letters of resignation no later than March 1, 2016, then those letters of retirement/resignation shall be deemed by the District as automatically withdrawn. Employees who still wish to resign must submit separate, subsequent letters of resignation. They will not receive the ERI Plan.

D. This one-time, this school year only ERI Plan is for each eligible certificated employee who timely files a voluntary and irrevocable letter of resignation to the District, the District shall deposit forty percent (40%) of the employee's annual salary in the employee's name into the San Diego County Office of Education

Fringe Benefit Consortium Deferred Compensation Program, which is a Internal Revenue Code section 403(b) Plan. The District shall contribute twenty percent (20%) in 2016 no later than July 15, 2016, and an additional twenty percent (20%) in 2017 no later than July 15, 2017.

E. This Agreement is not effective until ratified by the Governing Board of the District.

For The Association: _____
Date

For The District: _____
Date

Ratified by the Governing Board: _____
Date

1:00pm

1:31

17

February 10, 2016

From NCETA

Memorandum of Understanding Between National School District and NCETA for an Early Retirement/Resignation Incentive Plan (ERI Plan)

AGREEMENT

This **Memorandum of Understanding** is entered into by and between the National School District (hereinafter "District") and the National City Elementary Teachers Association (hereinafter "Association").

A. The District and the Association agree that the District shall make available a one-time Early Retirement/Resignation Incentive Plan or "ERI Plan" for eligible certificated employees during the 2015-2016 school year only.

B. To be eligible for this one-time, this school year only ERI Plan, a certificated employee must be at least fifty (50) years of age as of June 30, 2016, and must be a permanent certificated employee of the District with at least ten (10) years of consecutive full-time certificated employment with the District as of June 30, 2016. Certificated employees who have already retired from the District, but who continue to work for the District, are not eligible. Preschool teachers are not eligible. Those eligible employees aged 55-65 who agree to this retirement incentive plan and are eligible for the district paid medical insurance program in Article 14 will receive the benefits as described in that article.

C. In order to be effective, a minimum of ten (10) eligible certificated employees must submit their voluntary and irrevocable letters of resignation to the District no later than March 1, 2016, to be effective no later than June 30, 2016. If ten (10) or more eligible certificated employees submit such letters of retirement/resignation no later than March 1, 2016, the District shall implement the ERI Plan for all those eligible employees who timely filed such letters of retirement/resignation with the District.

If less than ten (10) eligible certificated employees submit their voluntary and irrevocable letters of retirement/resignation no later than March 1, 2016, to be effective no later than June 30, 2016, the District within its discretion may still implement the ERI Plan. If the District chooses within its discretion not to implement the ERI Plan where less than ten (10) or more eligible certificated employees submit their letters of retirement/resignation no later than March 1, 2016, then those letters of retirement/resignation shall be