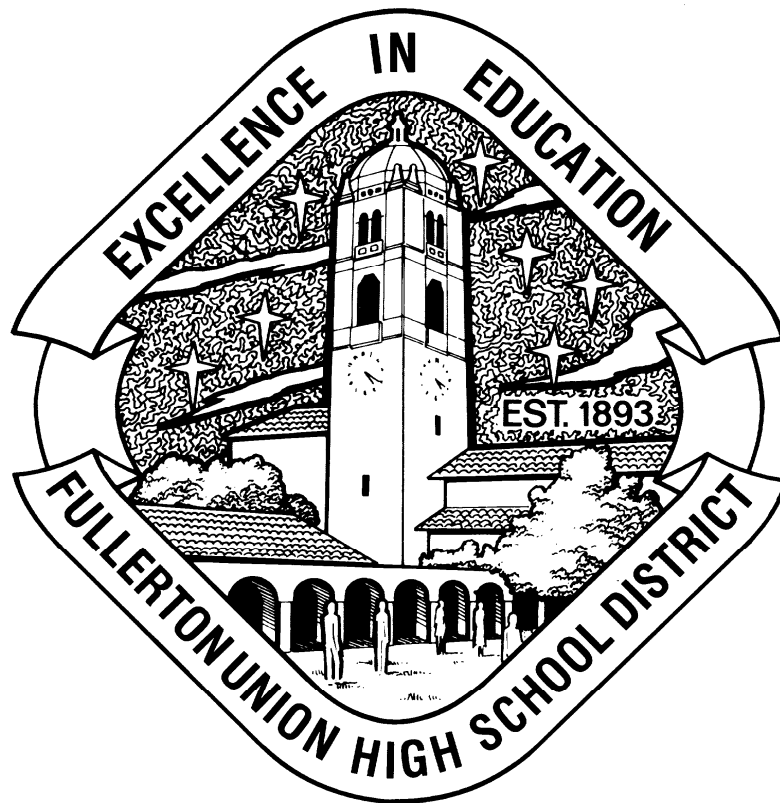


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FULLERTON JOINT UNION HIGH SCHOOL DISTRICT



FULLERTON SECONDARY TEACHERS ORGANIZATION

AGREEMENT 2008 – 2011

1 AGREEMENT
2 BETWEEN THE
3 FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
4 AND
5 FULLERTON SECONDARY TEACHERS ORGANIZATION/CTA/NEA
6 2008-2011
7
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9

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11 BOARD OF TRUSTEES

12
13 Marilyn Buchi
14 Bill Dunton
15 Robert N. Hathaway
16 Barbara Kilponen
17 Robert Singer, Ph.D.
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EXECUTIVE BOARD

Mary Wild, President
John Marvin, Vice President
Shirley Rafferty, Secretary
Karen Hall, Treasurer
Karen Rapien, Communications
Barbara Crampton, BPHS
Jeff Oliva, FUHS
Charles Ritz III, LHHS
Kristina Dean, LSHS
Aaron Eide, LVHS
Kathryn Beecher, SOHS
Myra Deister, SHHS
Jerry Benner, TRHS

29
30 SUPERINTENDENT OF SCHOOLS

31 George Giokaris, Ed.D.
32 Superintendent
33
34
35

36 NEGOTIATING TEAM

37
38 Doug Kimberly, EC
39 Board of Trustees
40 Representative
41 Ed Atkinson, SHHS
42 Scott MacIntyre, TRHS
43 Colleen Patterson, EC
44 Jennifer Williams, EC
45
46

NEGOTIATING TEAM

Charles Ritz III, Chairman
John Bowen, BPHS
Myra Deister, SHHS
Allen Stubblefield, TRHS
Mary Wild, SHHS
Steve Balentine, Executive Director,
NOCUT/CTA

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1 **ARTICLE I: AGREEMENT**

2 This is an Agreement made and entered into this 24th day of November, 2008, between
3 the Fullerton Joint Union High School District (hereinafter referred to as "District") and the
4 Fullerton Secondary Teachers' Organization, the California Teachers' Association and the
5 National Education Association (hereinafter referred to as "Association")
6 1/7/85; 10/30/85; 9/16/86; 5/12/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 9/6/05; 11/24/08.

1 **ARTICLE II: RECOGNITION**

2 The District confirms its recognition of the Association as the exclusive representative for
3 the bargaining unit of employees comprised of teachers, librarians, counselors, psychologists,
4 speech and language pathologists, and nurses (full-time, part-time, hourly, and on leave), but
5 excluding substitutes, consultants, other occasional hourly certificated employees, all
6 management, confidential, supervisory and all other employees.

7 The District will not discriminate on the basis of race, color, religious preference,
8 national origin or ancestry, marital status, sex, age or economic status.

9 11/15/76; 10/10/83; 9/16/86; 5/12/88; 11/24/08.

1 **ARTICLE III: DEFINITIONS**

2 **"Day" -**

3 a day in which the Education Center is open for business.

4 **"School Day" -**

5 a day on which students are required to attend classes, other than during summer
6 session.

7 **"Work Day" -**

8 a day on which employees are required to render services to the District.

9 **"Staff Development Day"-**

10 is a non-instructional day for students but is a duty day
11 for certificated staff.

12 **"Non-Instructional Duty Day" -**

13 a day during which students are not in attendance and during which employees
14 participate in activities, and perform duties on the school campus, during a period of
15 time equivalent to the regular school day, as assigned by the immediate administrator.

16 **"Employee" -**

17 a member of the bargaining unit that is represented by the Association.

18 **"Home-Based Service" -**

19 services rendered at an office to be maintained at the employee's residence.

20 **"Full-Time Employee" –**

21 a full-time teaching employee is normally assigned to a five-fifths teaching schedule.
22 In addition to a five-fifths teaching schedule, full-time teaching employees will
23 normally have five preparation periods weekly. A preparation period is normally
24 equivalent in time to a teaching period.

25

1 **ARTICLE III: DEFINITIONS**-(continued)

2 **“Part-Time Employee” –**

3 A part-time employee is assigned to a one-fifths or two-fifths teaching schedule. For
4 purposes of determining the work day for part-time teaching employees, one-fifth is
5 equal to one- and one-half hours of daily service.

6 **Hourly Employee" -**

7 an hourly employee is a teacher, nurse, counselor, psychologist, speech and language
8 pathologist, or librarian who is paid on an hourly basis for service as a teacher, nurse,
9 counselor, psychologist, speech and language pathologist, or librarian as approved by
10 the Board of Trustees.

11 **“Teacher on Special Assignment” –**

12 a teacher whose assignment, or a portion thereof, does not require classroom duties on a
13 daily basis.

14 **"Immediate Family" -**

15 the mother, father, grandmother, grandfather, or a grandchild of the employee or of the
16 spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law,
17 brother, sister, current brother-in-law, current sister-in-law of the employee, or any
18 relative of the employee who is a member of the immediate household of the employee.

19 **"Superintendent" -**

20 the chief executive and administrative officer of the District.

21 **"Board" or "Board of Trustees" -**

22 the governing board of the District which is the public school employer of the
23 employees covered by this Agreement.

1 **ARTICLE III: DEFINITIONS**-(continued)

2 **"Evaluator" -**

3 the chief administrative officer or his designee(s) to which an employee is assigned and
4 by whom the employee is evaluated.

5 **"Immediate Administrator" -**

6 the administrator(s) who is the immediate supervisor of the employee.

7 **"Local Administrator" -**

8 those administrator(s) assigned by the District to administer a campus or other work
9 location.

10 **"School Personnel" -**

11 all persons employed by the District.

12 **"Emergency" -**

13 an unforeseen occurrence requiring immediate action.

14 **"Administrative Appointments" -**

15 may include individual employees, or employees in groups, such as department, or
16 faculty meetings.

17 2/3/92; 9/14/99; 11/24/08

1 **ARTICLE IV: HOURS OF EMPLOYMENT**

2 **Work Week**

3 The work week for a full-time employee shall be not fewer than forty (40) hours,
4 rendered in school-based and home-based services per week. Employees may leave campus at
5 the end of the regular student day if there are no student, parent, or administrative appointments.
6 Employees assigned to teach regular classes on more than one campus each day will have their
7 duty hours assigned by the Superintendent, or designee, so that the school-based services,
8 including travel between schools, do not exceed the other provisions of this Article.

9 Counselors, speech and language pathologists, psychologists, librarians, nurses, and other
10 employees assigned duties which do not normally require that they meet regularly with classes of
11 students shall normally have an eight-hour duty day.

12 At the employee's request, the local administrator may release any employee from
13 normal on-site duty hours without creating precedent. In the absence of such release or other
14 administrative direction, an employee shall remain on site during the established normal duty
15 hours.

16 All employees will have as part of their normal duty day a thirty (30) minute duty-free
17 lunch.

18 On the Semester's Records Day the work day will be four (4) hours for employees who have
19 properly completed and submitted grades and/or other reports. On the last non-instructional duty
20 day, employees will be released from service upon completion of the checkout process and the
21 submission of all grades and other reports.

22 In addition to the weekly service requirement described above, an employee shall be
23 responsible, under the direction of his/her immediate administrator, for duties normally associated
24 with the education profession, including but not limited to: parent conferences, faculty and
25 department meetings, open houses, back-to-school nights, emergency substitute teaching duties

1 **ARTICLE IV: HOURS OF EMPLOYMENT** - (continued)

2 and other professional obligations that may require the employee to be available outside the school
3 day. Recognizing that the educational process is enhanced by cooperation between parents and
4 school staffs, teachers and other employees shall encourage individual contacts with parents and
5 students by being available to them--with reasonable notice--before and after the regular school day.

6 Other duties, such as student supervision and school-sponsored activities, will be made
7 available for employees to select, at a time determined by each site, during the first two contract duty
8 days each year. Each campus will use an equitable system that covers all campus unit members.
9 Duties will be assigned as equitably as possible. Employees assigned to more than one campus each
10 day will not be assigned such other duties beyond the normal hours of service. Employees will not
11 be assigned to evening dances, musical programs, or drama productions unless such duty is directly
12 related to their class assignment. Unassigned time within the work day will only be assigned by
13 mutual consent of employee and principal/designee.

14 Employees shall not engage in concerted activities while in a paid status when performing
15 any school-based services which by way of examples include instructional periods, conference
16 periods, parent conferences, faculty and department meetings, open houses and back-to-school
17 nights.

18 The Association recognizes that careful observance of duty hours is essential to fulfilling
19 professional duties and maintaining community respect. Individual unit members are expected to be
20 punctual in meeting their assigned hours and to complete grades, attendance, and other reports
21 according to the established timelines. In the event that an employee is not fulfilling this obligation,
22 the employee will be provided an oral warning and, if necessary a written notice. If further action is
23 necessary, the supervisor may submit a recommendation for disciplinary action to the
24 Superintendent, or designee, with a copy to the employee. The Superintendent, or designee, will

1 **ARTICLE IV: HOURS OF EMPLOYMENT** - (continued)

2 review the recommendation and the employee's response, if any, and may specify a penalty of up to
3 a maximum of one day's pay. No unit member shall be disciplined without just cause. All
4 information and proceedings shall be kept confidential.

5 **Modified Work Day - To Assist With Lowering Class Size**

6 The Association supports efforts to balance the assignment of staff to correspond to the
7 registration and attendance of students. Employees may apply for modified hours and upon
8 approval by the Principal and Superintendent, or designee, will be allowed to teach an additional
9 class in the fall semester and one less class in the spring semester. The specific hours will be
10 approved by the Principal and Superintendent, or designee. The employee will receive the
11 normal compensation, as if completing the assignment in the usual manner. Compensation will
12 be adjusted in the event of partial year service.

13 **Modified Work Year - To Assist With Balancing Class Size**

14 The Association supports efforts to balance class size. Employees contemplating
15 variations from regular full-time employment should contact the Human Resources Office to
16 discuss their interests. The administration may give priority over other provisions of the contract
17 to employees who:

18 Request a part-time assignment to work in primarily the fall semester;

19 Request to teach one more class in the fall semester and one less class in the spring
20 semester;

21 Retire effective at the end of the fall semester;

22 Request a leave of absence for the spring semester;

23 Request a part-time assignment for spring semester.

1 **ARTICLE IV: HOURS OF EMPLOYMENT** - (continued)

2 **Shared Assignments (Job Sharing)**

3 Job sharing is a plan whereby two permanent employees share the full responsibilities
4 and duties of one identifiable position. Employees wishing to participate in a job-sharing plan
5 must apply through their Principal to the Superintendent, or designee.

6 An application for job sharing must include a proposal specifying how the employees
7 will fulfill the responsibilities and duties of the position. Job sharing will be implemented if the
8 proposal is approved by the Principal and Superintendent, or designee.

9 Employees in a shared assignment established after July 1, 2002, will receive full
10 insurance benefits for the employee only.

11 Employees are obligated for all provisions of Article IV, as provided in an approved
12 proposal for job sharing. This includes a mutual obligation to participate in duties normally
13 associated with the education profession, as designated by the Principal.

14 **Special Education Release Time**

15 Special Education teachers may use their collaboration period when testing is required for
16 an IEP. All full-time special education teachers not assigned a collaboration/testing period will
17 be provided release time for the purpose of required standardized testing for IEPs. For teachers
18 that meet the above criteria, the District will provide one half day (1/2 day) of release time per
19 student on a caseload, when testing is required for an annual or triennial IEP.

20 **Extra Fifths**

21 The following criteria will be used to assign a full-time contract teacher to an additional
22 teaching period:

- 23 1. The administration will determine if there is a vacancy for an additional teaching
24 period to be added to a full-time teacher's assignment.

1 **ARTICLE IV: HOURS OF EMPLOYMENT** - (continued)

- 2 2. The administration will notify the staff when there is an additional teaching period
3 available.
- 4 3. The additional teaching period criteria will include: credentialing and success in
5 previous and present assignments. If all relevant criteria from the above list are
6 equal, District seniority shall be the determining factor. An employee who is denied
7 the teaching period will be provided a written rationale statement on how the
8 relevant criteria was applied if so requested by the employee.
- 9 4. The chosen teacher will be offered a six/fifth (6/5) contract for the designated
10 period of time.
- 11 5. A teacher cannot be on six/fifth (6/5) contract for more than two consecutive
12 semesters unless mutually agreed upon by representatives of the Association and
13 the District.
- 14 6. No more than five (5) 6/5 contracts shall be offered on any one campus during a
15 specific semester.
- 16 1/15/76; 10/2/78; 1/18/81; 9/20/82; 10/10/83; 10/30/85; 9/18/86; 6/3/96; 9/14/99;
17 9/10/02; 9/6/05; 11/24/08

1 **ARTICLE V: WORK YEAR**

2 The length of the employee work year will not be more than 186 work days except for
3 new employees whose work year will not be more than 188 work days. There shall be a
4 minimum of two (2) non-instructional duty days and three (3) staff development days. New
5 employees will have a minimum of four (4) non-instructional duty days and three staff
6 development days. If an emergency occurs, the work year for members at that site may be
7 extended to meet the Education Code requirements of 180 days of student instruction. The work
8 year may be modified if established holidays are changed by state or federal authority.

9 Employees assigned to teach regular classes on more than one campus each day for the
10 full school year will have their work year extended by one work day. The employee will be
11 compensated for the additional work day at the employee's daily rate.

12 **Work Year for Non-Teaching Employees**

13 Individual non-teaching employees may request a different work year assignment and/or
14 alternation in duty days. This might result in individual unit members working a different work
15 year than other unit members. Such provisions may be developed at the site level, but in each
16 case require the approval of the Assistant Superintendent, Human Resources.

17 **Counselors**

18 Beginning with the 2009-10 school year, counselors will work a 191-day contract and
19 first-year counselors will work a 193 day-contract, as long as State funding is available. The
20 additional five days will be worked at the beginning of the instructional year. Counselors may
21 modify their work schedule for the first five days by working half days, up to a maximum of ten
22 half days, at their request.

23 1/15/76; 10/2/78; 1/18/80; 6/18/81; 9/20/82; 10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88;
24 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 11/24/08

1 **ARTICLE VI: COMPENSATION**

2 A. **Salary Schedule**

3 Salaries for employees are designated by the appropriate individual placement on
4 the salary schedules included in Appendix A.

5 Effective for the 2008-09 Fiscal Year

6 The 2008-09 salary schedule, Appendix A, shall be increased by 2.69% over the
7 2007-08 salary schedule. If cuts are made to the District's Base Revenue Limit (BRL)
8 during the year, after the adoption of the state budget, a corresponding amount shall be
9 reduced from the subsequent year's salary schedule increase, if any.

10 Effective for the 2009-10 Fiscal Year

11 The 2008-09 salary schedule shall be increased by the funded factor received
12 from the State used to increase the District's BRL calculation, effective July 1, 2009, plus
13 one percent. If cuts are made to the District's BRL during the 2008-09 Fiscal Year, a
14 corresponding amount shall be reduced from the District's BRL calculation, effective
15 July 1, 2009 received from the State for the 2009-10 Fiscal Year and that amount will be
16 applied to the salary schedule increase, if any.

17 Effective for the 2010-11 Fiscal Year

18 The 2009-10 salary schedule shall be increased by the funded factor received
19 from the State used to increase the District's BRL calculation, effective July 1, 2010, plus
20 one percent. If cuts are made to the District's BRL during the 2009-10 Fiscal Year, a
21 corresponding amount shall be reduced from the District's BRL calculation, effective
22 July 1, 2010 received from the State for the 2010-11 Fiscal Year and that amount will be
23 applied to the salary schedule increase, if any.

1 **ARTICLE VI: COMPENSATION** - (continued)

2 For the purposes of this section, the funded factors used to determine the
3 District's BRL calculation are the Cost of Living Adjustment (COLA), Equalization, and
4 Deficit Reduction funds. As of November 5, 2008, the Deficit Factor is 4.713 percent.
5 The Parties agree that until the District receives restoration of the first three percent of
6 this funding, Deficit Reduction funds will not be included when calculating salary
7 increases during the term of this Agreement. Should the deficit factor increase above the
8 three percent, the difference, when restored to the BRL, shall be included as a funded
9 factor for salary calculations.

10 **Changes in State Law**

11 During the period of July 1, 2008, through June 30, 2011, any changes in State
12 law which result in a negative fiscal impact on the District in the employee benefit areas
13 negotiated under this contract shall be paid by the employees securing the benefit, or if
14 this is not feasible, converted to a percentage of the total compensation package and
15 adjusted from the subsequent year's salary schedule.

16 During the period of July 1, 2008, through June 30, 2011, should any
17 responsibilities be shifted from another agency to the District, such as mental health
18 services or an increase or decrease in ongoing unrestricted income by an amount in
19 excess of 1.25 percent of the budgeted Unrestricted General Fund, either party may
20 request to reopen bargaining to negotiate the impact of such change to both parties.

21 **Additional Employee Compensation Contributions**

22 During the period of July 1, 2008, through June 30, 2011, if the State's present
23 contribution to STRS or PERS is shifted to school districts, employees in the STRS or
24 PERS systems will pay the increased amount through payroll deduction.

1 **ARTICLE VI: COMPENSATION** - (continued)

2 Likewise, if legislation passes which requires the funding of retiree health benefits with
3 ongoing dollars, the employees who qualify for retiree health benefits or who are eligible
4 but not yet vested will pay the increased amount through payroll deductions.

5 **B. Initial Placement**

6 Initial placement of personnel will be designated in the offer of employment as
7 determined by the Assistant Superintendent of Human Resources. Up to eight (8) years
8 of verifiable full-time K-12 contract service is accepted allowing initial salary schedule
9 placement up to step nine (9).

- 10 1. A clear or preliminary CTC authorized credential will provide a minimum salary
11 schedule placement at Class III, Step 1.
- 12 2. Placement of personnel who have a clear or preliminary CTC authorized
13 credential will be determined by the column headings on the salary schedule.
- 14 3. Employees shall receive one-half year service credit toward initial salary schedule
15 placement for each year of La Sierra High School hourly service. Two years of
16 La Sierra High School hourly service are required for each year service credit for
17 initial salary placement.
- 18 4. Placement of personnel on the JROTC Salary Schedule will be determined by the
19 salary step that is at least the same amount, or higher, than the JROTC Minimum
20 Instructor Pay (MIP).

1 **ARTICLE VI: COMPENSATION** - (continued)

2 **C. Units of Credit**

3 One semester unit of college credit from an accredited institution. The formula
4 for converting quarter units to semester units is:

5 a. $\text{Quarter units} \times 2 \div 3 = \text{semester units}$

6 **D. Units of Credit for Salary Schedule Advancement**

7 It is to the employee's and the District's advantage to plan jointly further work in
8 graduate, upper, or appropriate lower division courses. All units shall be related to the
9 current or anticipated area(s) of assignment and are intended to improve the employee's
10 ability to provide service. All such units for salary advancement shall be taken after the
11 date for the granting of the Bachelor's Degree. Units earned prior to the date of the
12 Bachelor's Degree may be used if the institution certified them as postgraduate work.

13 Other units may be used for salary advancement with the prior approval of the Assistant
14 Superintendent, Human Resources.

15 **E. Placement**

16 An employee shall earn placement in Class VI without a Master's Degree upon
17 completion of a program or attainment of a credential at the request of the Assistant
18 Superintendent, Human Resources.

19 **F. Master's Degree**

20 A Master's Degree will place an employee on the Certificated Salary Schedule in
21 Class IV. Additional units beyond those required by the granting institution for the
22 Master's Degree shall be used for advancement to Class V or VI.

23 **G. Adjustments**

24 Employees eligible for salary schedule class advancement under the terms of the
25 current contract may obtain such advancement effective either September 1 or February 1.

1 **ARTICLE VI: COMPENSATION** - (continued)

2 Requests for a September 1 adjustment shall be submitted by the first week of
3 school with support documentation verifying eligibility by October 1. Requests for a
4 February 1 adjustment shall be submitted by December 15 with support documentation
5 verifying eligibility by February 1. All such requests and documentation shall be submitted
6 to the Assistant Superintendent, Human Resources, for approval on or before the dates
7 specified.

8 If a date listed above falls on a weekend or holiday, then the date shall be the next
9 day that the Education Center is open.

10 **H Professional Career Increment**

11 Professional career increments will be granted to eligible staff members in Class
12 IV, V, and VI at the beginning of the 17th, 20th, and 23rd years of paid service. An eligible
13 staff member is one who will move from Step 9 to Step 17 upon a minimum of eight (8)
14 years of paid certificated service to the District; from Step 17 to Step 20 upon a minimum
15 of eleven (11) years of paid certificated service to the District; and for Step 20 to Step 23
16 upon a minimum of thirteen (13) years of paid certificated service to the District.

17 **I. Step and Column**

18 Salary class and step advancements will be given to qualified employees not later
19 than three regular pay periods or three months, whichever is longer, after the employee
20 files proper documentation where required for the salary increase. Both parties will
21 include the cost for said class and step changes as a part of their annual compensation
22 package cost.

23 Step advancements will be given to JROTC teachers annually until the maximum
24 step is achieved.

1 **ARTICLE VI: COMPENSATION** - (continued)

2 **J. Split Assignments**

3 Employees assigned to teach regular classes on more than one campus each day
4 for the entire school year may choose compensation for actual mileage, or access to a
5 District vehicle, or an annual travel stipend in the amount of \$1,325, which is reviewed
6 annually. Employees assigned to teach regular classes on more than one campus each day
7 for less than the full school year will receive a prorated stipend based on duty days. This
8 provision includes nurses whose duties require regular service at more than one site.

9 **K. JROTC**

10 JROTC teachers will receive an annual stipend of \$500 for an Associate degree,
11 \$1,000 for a Bachelor degree, and \$3,000 for a Master degree. These stipends shall not be
12 accumulative.

13 JROTC teacher who obtains a Single Subject credential may be placed on the
14 Certificated Salary Schedule at his or her request.

15 **L. Counselors**

16 Beginning with the 2009-10 school year, Counselors will increase their work year
17 from 186 days to 191 days and first-year counselors 193 days, as long as State Funding is
18 available. The additional five days will be paid at their per diem rate and will be considered
19 as part their base salary provided State supplemental counseling funds are available.

20 10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88; 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99;
21 0/10/02; 9/6/05; 11/24/08

1 **ARTICLE VII: HEALTH & WELFARE BENEFITS**

2 **Insurance Plans**

3 For the period July 1, 2008, through June 30, 2011, the District will provide each
4 qualified employee with hospital, accident, major medical, vision, and dental insurance
5 plans for employees and dependents, and life insurance for employees. Employees who
6 work at least a 60 percent assignment shall qualify for insurance benefits. The District's
7 2008 calendar expenditure for the insurance plans has been set and will not require
8 contribution by unit members through a payroll deduction. Any remaining monies in the
9 health and welfare fund not spent on insurance costs in the 2008 calendar year shall be
10 carried over through the term of the agreement for use as needed in subsequent year to
11 mitigate average monthly insurance costs per employee.

12 For the period of January 1, 2009, through December 31, 2009, the District will
13 provide each qualified employee with hospital, accident, major medical, vision, and
14 dental insurance plans for employees and dependents, and life insurance for employees.
15 Employees who work at least a 60 percent assignment shall qualify for insurance
16 benefits. The District's 2009 calendar year expenditure for insurance plans shall be
17 capped at an amount not to exceed one hundred ten percent (110%) of the District's 2008
18 calendar year average actual costs per employee. Any costs above the District maximum
19 contribution will be paid by unit members through payroll deduction. Any remaining
20 monies in the health and welfare fund not

1 **ARTICLE VII: HEALTH & WELFARE BENEFITS** – (continued)

2 spent on insurance costs in the 2009 calendar year shall be carried over through the
3 term of the agreement for use as needed in subsequent year to mitigate average insurance
4 costs per employee.

5 **2010**

6 For the period January 1, 2010, through December 31, 2010, the District
7 will provide each qualified employee with hospital, accident, major medical, vision, and
8 dental insurance plans for employees and dependents, and life insurance for employees.
9 Employees who work at least a 60 percent assignment shall qualify for insurance
10 benefits. The District's 2010 calendar year expenditure for insurance plans shall be
11 capped at an amount not to exceed one hundred ten percent (110%) of the District's 2009
12 calendar year average actual costs per employee. Any costs above the District maximum
13 contribution will be paid by unit members through payroll deduction. Any remaining
14 monies in the health and welfare fund not spent on insurance costs in the 2010 calendar
15 year shall be carried over through the term of the agreement for use as needed in
16 subsequent year to mitigate average insurance costs per employee.

17 **2011**

18 For the period January 1, 2011, through December 31, 2011, the District will
19 provide each qualified employee with hospital, accident, major medical, vision, and
20 dental insurance plans for employees and dependents, and life insurance for employees.
21 Employees who work at least a 60 percent assignment shall qualify for insurance
22 benefits. The District's 2011 calendar year expenditure for insurance plans shall be
23 capped at an amount not to exceed one hundred ten percent (110%) of the District's 2010
24 calendar year monthly average actual costs per employee. Any costs above the District
25 maximum contribution will be paid by unit members through payroll deduction.

1 **ARTICLE VII: HEALTH & WELFARE BENEFITS** – (continued)

2 Any remaining monies in the health and welfare fund not spent on insurance costs at the
3 end of the 2011 calendar year shall be transferred to fund long term employee's retiree
4 liability generated by this contract.

5 Unit members not eligible for full benefits under the District's insurance plan are
6 entitled to purchase insurance at the actual cost to the District. Part-time employees,
7 working 50 percent or more and less than 60 percent, desiring District insurance coverage
8 for the employee and/or dependents shall complete a District payroll deduction form for
9 the additional premium cost.

10 Eligible employees who complete the school year shall have health and welfare
11 benefits under the District's Health and Welfare Benefit Program effective through the
12 last day of September. Employees who are employed subsequent to the first day of the
13 school year and who sign the appropriate enrollment forms shall have health and welfare
14 benefits commence at the beginning of the next pay period.

15 Eligible employees who complete the school year shall continue to be covered
16 under the District's Health and Welfare Program through the last day of September during
17 the year of which this contract terminates.

18 In order to be eligible for insurance benefits, employees must work no less than a
19 sixty percent (60%) assignment. All part-time employees covered by this agreement
20 hired after July 1, 2002, working less than a full-time (100%) contract but working at
21 least a sixty percent (60%) assignment shall have medical, dental, vision, and life
22 insurance benefits premiums paid by the District covering the employee only. Eligible
23 part-time employees desiring District insurance coverage for dependents shall complete a
24 District payroll deduction form for the additional premium cost.

1 **ARTICLE VII: HEALTH & WELFARE BENEFITS** – (continued)

2 Unit members and retirees with a spouse or registered domestic partner covered
3 by the District insurance plan shall be required to designate one unit member as the sole
4 insured. Only one of the parties is eligible for the District insurance plan. In exchange,
5 the District will contribute \$2,500 per employee to be deposited annually to a Tax
6 Sheltered Annuity or a 125 IRS FLEX Plan, or a combination thereof, for each employee.
7 The purpose of this section is to avoid the additional costs created by double coverage of
8 District unit members under the District insurance plan.

9 Employee life insurance is increased to \$50,000. Employees may apply for
10 supplemental life insurance coverage. The Supplemental coverage premium is to be paid
11 through payroll deduction.

12 **Rate Increases**

13 Within one week of the release of the final insurance rates each fall, the FSTO
14 membership representatives will meet with management to discuss the plan selection and
15 how any out-of-pocket expenses will be allocated amongst the unit members.

16 **Retired Employees: Insurance Benefits**

17 Employees who at age 55, 56, or 57 retire under the State Teachers' Retirement
18 System (STRS) after ten (10) years of service in the District will receive the Group Medical
19 (Hospitalization, Accident, Major Medical), Vision, Dental and Life Insurance Plans, as
20 provided for regular full-time teaching employees. This benefit will cease for the retiree and
21 his/her dependents upon the death of the employee, or at age 65, whichever occurs first.

22 Group Medical (Hospitalization, Accident, Major Medical) Insurance as provided for
23 regular full-time teaching employees will be paid by the District for each employee, age 58
24 or older, who retires under the State Teachers' Retirement System (STRS) after ten (10) years

25

1 **ARTICLE VII: HEALTH & WELFARE BENEFITS** – (continued)

2 of service in the District. This benefit will cease for the retiree and his/her
3 dependents upon the death of the employee, or at age 65, whichever occurs first.

4 A retired employee may purchase the group insurance programs available to regular
5 full-time employees, provided that the retired employee complies with the requirements
6 established by the applicable insurance company.

7 10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88; 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99;
8 9/10/02; 9/6/05; 11/24/08

1 **ARTICLE VIII: LEAVES**

2 A. **Bereavement Leave**

3 **Purpose** - The purpose of Bereavement Leave utilization shall be for the death of a member
4 of the employee's immediate family.

5 **Eligibility** - An employee covered by this Agreement.

6 **Procedure** - Employees exercising this leave of absence provision shall notify their
7 immediate administrator as soon as possible and indicate the expected duration of the
8 absence.

9 **Requirements** - An employee shall be granted necessary time off up to three (3) days for
10 bereavement purposes. If out-of-state or travel beyond a 400-mile radius is required, two (2)
11 additional days shall be allowed. Additional days of absence beyond those described herein
12 may be provided in accordance with the terms of the Personal Necessity Leave provisions of
13 the Article.

14 **Compensation** - All days of absence used in accordance with the provisions of Bereavement
15 Leave shall result in no loss of compensation to the employee.

16 **Return to Service** - Immediately upon return to active service, the employee shall complete
17 the appropriate absence form and submit it to his/her immediate administrator.

18 The District may request verification about the uses of these leave provisions.

19 B. **Industrial Accident and Illness Leave**

20 **Purpose** - Industrial Accident and Illness Leave shall be granted for illness or injury incurred
21 within the course and scope of an employee's assigned duties.

22 **Eligibility** - An employee covered by the Agreement.

23 **Procedure** - An employee who has sustained a job-related injury shall report the injury on an
24 approved accident report form within twenty-four (24) hours to the immediate administrator

1 **ARTICLE VIII: LEAVES** – (continued)

2 unless physically unable to comply. An employee shall report any illness on a
3 District-approved accident report form to the immediate administrator within twenty-four
4 (24) hours of knowledge that the illness is an alleged work-related illness. Delay in reporting
5 could jeopardize benefits provided under Workers' Compensation. In order to qualify for
6 Industrial Accident or Illness Leave coverage, an employee claiming such leave (lost time)
7 shall be examined and treated (if necessary) by a physician approved by the District's
8 industrial accident insurance carrier.

9 Allowable leave for the same illness or accident shall be for not more than sixty (60)
10 school days or when the employee would otherwise have been performing work for the
11 District.

12 Allowable leave shall not be accumulated from year to year.

13 Industrial Accident or Illness Leave shall commence on the first day of absence.

14 Industrial Accident or Illness Leave shall be reduced by one day for each day of
15 authorized absence regardless of a temporary disability indemnity award.

16 When an Industrial Accident or Illness leave overlaps into the next fiscal year, the
17 employee shall be entitled to only the amount of unused leave due for the same illness or
18 injury.

19 Any employee receiving benefits as a result of this section shall, during the
20 periods of injury or illness, remain within the State of California unless the Board of
21 Education authorizes travel outside the State.

22 During any workers' compensation paid leave of absence, the employee shall
23 endorse to the District the temporary disability indemnity checks received on account of
24 his/her industrial accident or illness. The District in turn shall issue the employee
25 appropriate salary warrants for payment of the employee's salary and shall deduct normal

1 **ARTICLE VIII: LEAVES** – (continued)

2 retirement, other authorized contributions, and the temporary disability indemnity, if any,
3 actually paid to and retained by the employee for periods covered by such salary
4 warrants.

5 Upon conclusion of this industrial paid leave, an employee who sustains
6 continued industrial illness and injury may utilize any unused sick leave benefits
7 providing that any sick leave utilization, when combined with any temporary disability,
8 indemnity, shall not exceed 100% of the employee's normal compensation for any period.

9 **Return to Service** - An employee shall be permitted to return to service after an
10 industrial accident or illness only upon the presentation of a release from the authorized
11 Workers' Compensation physician certifying the employee's ability to return to his/her
12 position classification without detriment to the employee's physical and emotional
13 well-being.

14 C. **Jury Duty Leave**

15 **Purpose** - Judicial and official appearance leave may be granted for purposes of regularly
16 called jury duty, appearance as a witness in court other than as a litigant, or to respond to
17 an official order from another governmental jurisdiction for any reason except due to the
18 connivance or misconduct of the employee.

19 **Eligibility** - An employee covered by this Agreement.

20 **Procedure** - The employee seeking an official Jury Duty Leave shall submit a request
21 accompanied by the official order for an approved absence to the employee's immediate
22 administrator. Such request shall be submitted not less than ten (10) days prior to the
23 beginning date of the leave.

24 An employee who receives a jury duty notice during the school year shall request
25 a postponement of jury duty from a work day (or days) to a non-work day (or days) and

1 **ARTICLE VIII: LEAVES** – (continued)

2 will receive substitute teacher pay rate for each day the employee is on jury duty during
3 the non-work days.

4 **Requirements** - An employee may be granted a leave of absence not to exceed the
5 duration of the requirements of the official order for participation and appearance.

6 **Compensation** - An employee granted a Jury Duty Leave under these provisions shall be
7 granted District compensation which, when added to jury fee, shall not exceed the
8 employee's regular District compensation.

9 **Return to Service** - Immediately upon return to active service, the employee shall
10 complete the appropriate District provided form and submit it to the employee's
11 immediate administrator. The employee shall provide, upon District request, additional
12 verification of the use of these leave provisions.

13 D. **Unpaid Personal Leave**

14 **Purpose** - An employee may request a Personal Leave of Absence for reasons of study,
15 professional improvement, family hardship, health, or other personal reasons.

16 **Eligibility** - An employee covered by this Agreement.

17 **Procedure** - An employee seeking an approved Personal Leave of Absence shall submit
18 a request, including the reasons and any supporting information related thereto, and the
19 duration of the requested leave.

20 The employee shall submit the request to the Superintendent, or designee,
21 normally not less than five (5) work days prior to the beginning date of the leave. The
22 decision of the Superintendent, or designee, for approval or denial of these requests shall
23 be final.

1 **ARTICLE VIII: LEAVES** – (continued)

2 An employee may use one day of personal leave per year not subject to
3 provisions in lines 14-15 on the preceding page. The employee shall provide reasonable
4 notice of intent to utilize such leave. Notice shall under any circumstances not be less
5 than that required to successfully obtain a substitute.

6 The employee shall provide the District with a mailing address at which they can
7 be contacted during the leave.

8 **Compensation** - Any personal Leave of Absence that may be granted under these
9 provisions shall be without compensation. There will be also a reduction in the
10 employee's State Teachers Retirement System service credit.

11 **Return to Service** - An employee who has been granted unpaid personal leave for one
12 semester or more shall notify the Human Resources Office by March 1st of the year on
13 leave, of his/her intention to return to the District. If such notice is not received in the
14 Human Resources Office by March 1st, the employee shall waive his/her rights to rein-
15 statement as provided in the Education Code.

16 The employee shall be reinstated to the position classification held prior to the leave
17 of absence or to a position for which the employee is certified. If, at the time of
18 reinstatement, an employee no longer has the credential authorization utilized at the time
19 the leave was granted, the employee may be terminated by the District.

20 If the Personal Leave of Absence was granted for personal health reasons, the
21 employee shall be required to submit, prior to return to active duty, a medical statement
22 indicating an ability to assume assigned duties without restrictions or detriment to the
23 employee's physical or emotional well-being.

1 **ARTICLE VIII: LEAVES** – (continued)

2 **Leave Provision for Pressing Personal Need**

3 The Fullerton Secondary Teachers Organization and the District agree that
4 employees may be excused from service and the excused service time is to be made up
5 at the regular work location on a day when the Principal/division head is on duty and
6 prior to the end of the semester during which the leave is taken in a manner to be
7 determined by employee and the Superintendent or the Superintendent's designee.

8 E. **Personal Necessity Leave**

9 **Purpose** - Personal Necessity Leave may be utilized by an employee who has sufficient
10 unused sick leave credit for circumstances which cannot be dealt with during off-duty
11 hours and that are serious in nature, that is which cannot be expected to be disregarded
12 and/or which necessitate immediate attention.

13 **Eligibility** -An employee who has sufficient unused Sick Leave Credit.

14 **Procedure** - Employees shall submit a request for Personal Necessity Leave approval on
15 a District-approved form to the immediate administrator normally not less than three (3)
16 work days prior to the beginning date of the leave. In the event that an employee's
17 immediate supervisor believes that Personal Necessity Leave is not being utilized in
18 accordance with the provisions of this section, the immediate supervisor may request
19 supportive information. The prior approval required for all Personal Necessity Leave
20 shall not apply to the following conditions to the extent and only to the extent that prior
21 approval cannot reasonably be requested:

- 22 1. Death or serious illness of a member of the employee's immediate family; or
- 23 2. Accident, involving person or property of the employee or a member of
- 24 the employee's immediate family.

1 **ARTICLE VIII: LEAVES** – (continued)

2 Employees shall follow the preceding notice provisions. When prior approval cannot
3 reasonably be requested, the employee shall make every reasonable effort to comply with
4 the District procedures designed to secure substitutes, shall notify the employee's
5 immediate administrator as soon as possible of the reason for and expected duration of
6 the absence, and shall request approval of the absence. An employee may use ten days of
7 Personal Necessity Leave per year for personal reasons other than Association or political
8 activity or business enterprise or recreation. Examples for which Personal Necessity
9 Leave may not be used are:

- 10 * Political activities or demonstrations
- 11 * Vacation, recreation or social activities
- 12 * Civic or organization activities
- 13 * Employee association activities
- 14 * Routine personal activities
- 15 * Occupational investigation
- 16 * Work stoppage
- 17 * Strike
- 18 * Picketing

19
20 **Requirements** - An employee may use not more than ten (10) days per year of
21 accumulated Sick Leave for purposes of Personal Necessity Leave.

22 **Compensation** - An employee shall receive full compensation for not more than ten (10)
23 days per year of approved Personal Necessity Leave.

24 **Return to Service** - Immediately upon return to active service, the employee shall
25 complete the District absence form and submit it to the immediate administrator. The

1 **ARTICLE VIII: LEAVES** – (continued)

2 District may request additional verification of the purpose for the use of these leave
3 provisions.

4 F. **Retraining Leave**

5 **Purpose** - A permanent employee may request a retraining leave to improve his/her
6 ability to teach subject areas which better meet the needs of the students of this District.

7 **Procedure** - The applicant for retraining leave shall file a request and a proposal with the
8 employee's immediate administrator. Such a proposal shall specify the retraining
9 program; the desired services to be provided to the District in the future; the duration of
10 the leave; compensation desired; and the length of subsequent District service to be
11 rendered.

12 The application will be forwarded to the Superintendent, or designee. Following
13 a conference with the employee and mutually agreed modification to the proposal (if
14 any), the application may be forwarded with the recommendation of the Superintendent,
15 or designee, to the Board of Trustees.

16 By accepting and approving a retraining leave, the employee and this District
17 agree to all conditions specified in the approved proposal.

18 Provisions of retraining leave may vary from individual to individual and are
19 evaluated, and may be approved by management on a proposal by proposal basis.
20 Because of the varying conditions to be considered, the approval or denial
21 of retraining leaves and/or items in proposals, is specifically not subject to the Grievance
22 Procedure (Article XIV).

23

24

1 **ARTICLE VIII: LEAVES** – (continued)

2 **Requirements** - An employee on leave shall furnish the District with a suitable bond
3 indemnifying the Board against loss in the event that the employee fails to return to
4 assigned full-time employment with the District following such leave for a period equal
5 to that specified in the approved proposal for the leave. The bond shall be exonerated in
6 the event that the employee dies or sustains a physical and/or mental disability.

7 **Compensation** - An employee granted a retraining leave shall receive the salary
8 specified in the approved proposal.

9 An employee on retraining leave shall continue to receive the same
10 hospitalization, accident, major medical, vision, dental, and life insurance benefits and
11 service plans that the District provides to employees currently employed full time.

12 The period of compensated retraining leave shall count toward retirement and the
13 employee shall make the appropriate payment toward retirement.

14 **Report on Activities** - When requested, an employee on retraining leave shall file with
15 the Superintendent, or designee, all written reports, transcripts, or other documents
16 necessary to verify progress and/or completion of the activities specified in the approved
17 proposal.

18 **Return to Service** - An effort will be made to return the employee to service in the
19 subject area assignment specified in the retraining proposal. It is the intent of the District
20 to try and provide a reasonable stability in the new assignment to employees completing
21 retraining programs.

22

23

1 **ARTICLE VIII: LEAVES** – (continued)

2 G. **Sick Leave**

3 **Purpose** - The purpose of Sick Leave utilization shall be for physical and mental
4 disability absences which are medically necessary and caused by illness, injury, maternity
5 disability, or quarantine.

6 **Eligibility** - A full-time employee shall be annually entitled to ten (10) days of Sick
7 Leave. Each year the employee shall be credited with up to two (2) bonus days of Sick
8 Leave. The number of bonus days of Sick Leave credited is a function of the number of
9 regular sick days used as specified in the following table:

10	Regular Sick Leave	Bonus Sick Leave	Net Change in Unit
11	Days Used	Days Credited	Member's Sick Leave
12			
13	0	2	12
14	1	2	11
15	2	2	10
16	3	0	7

17

18 Days donated to the Catastrophic Leave bank will not count as days used for
19 purposes of calculating bonus days.

20 An employee working less than full time shall be entitled to Sick Leave in the
21 same ratio that the employee's actual time worked bears to full-time employment.

22 **Procedure** - An employee exercising this leave of absence provision shall notify the
23 immediate administrator of his/her need to be absent from service as soon as known, but
24 in no event later than reasonable notice necessary to secure substitute services. The
25 notification described herein shall also include an estimate of the expected duration of the
26 absence.

27

1 **ARTICLE VIII: LEAVES** – (continued)

2 **Requirements** - An employee aware of the need for absence due to surgery, maternity, or
3 other predictable or known cause, shall submit a statement, if requested by the District,
4 from his/her attending physician as far in advance of the initial disability date as possible.
5 The physician's statement shall include the beginning date of disability, the cause of the
6 disability, and the anticipated date of return to active service.

7 **Compensation** - Any unused Sick Leave credit may be used by the employee for sick
8 leave purposes without loss of compensation. Upon exhaustion of all accumulated sick
9 leave credit, an employee who continues to be absent for purposes of this policy shall
10 receive 50 percent differential pay as provided below:

- 11 1. An employee who, at the beginning of the school year, has seventy-five (75) or
12 more days of full sick-leave credit will be eligible for an additional one hundred
13 (100) days of fifty percent (50%) differential pay.
- 14 2. An employee who, at the beginning of the school year, has fewer than
15 seventy-five (75) days of full sick-leave credit will be eligible for fifty percent
16 (50%) differential pay for a period not to exceed five (5) continuous school
17 months. For employees with less than seventy-five (75) days, differential pay,
18 when combined with days of sick leave utilization, shall not exceed one hundred
19 (100) days in any school year.
- 20 3. In order to qualify for differential pay, an employee shall first utilize all
21 accumulated sick-leave credit.
- 22 4. The District may request verification of illness for use of differential pay.
- 23 5. Only one increment of differential pay shall be allowed per school year.
24 For purposes of calculating sick leave deduction, the day shall be divided in units
25 of sixths. Each unit is equal to 1-1/4 hours and/or major fraction thereof.

1 **ARTICLE VIII: LEAVES** – (continued)

2 **Return to Service** - Immediately upon return to active service, the employee shall
3 complete the District absence form and submit it to the employee's immediate
4 administrator.

5 The District may request verification of the use of these leave provisions.

6 An employee who has experienced a disability absence requiring surgery, hospitalization,
7 or extended medical treatment, shall be required to submit, prior to return to active duty,
8 a medical statement indicating an ability to return to his/her position classification
9 without restrictions or detriment to the employee's physical or emotional well-being.

10 An employee shall notify the school of his/her intention to return to service. If the
11 employee fails to notify the school and a substitute is secured, he/she shall not be allowed
12 to return to service, and will be charged the additional day of sick leave

13 H. **Disability Leave** - The District shall grant a leave of absence to any teacher who has
14 applied for disability allowance, not to exceed 30 days beyond final determination of the
15 disability allowance by the State Teachers' Retirement System. If the teacher is
16 determined to be eligible for disability allowance by the system, such leave shall be
17 extended for the term of the disability, but not more than 39 months from the date of
18 approval of the disability allowance.

19 I. **Unauthorized Leave**

20 The Association recognizes the importance of protecting the instructional process
21 and reducing periodic absences. It is agreed that an employee who is absent from work
22 other than for those days authorized by State law or authorized leave provision of the
23 Agreement is taking an unauthorized absence. Any unauthorized absence is a breach of
24 contract, and a violation of this Agreement by an employee. After three (3) days of
25 unauthorized absence, the employee will be notified in writing at the employee's last

1 **ARTICLE VIII: LEAVES** – (continued)

2 known address of the breach of contract. For unauthorized absences, the Board will
3 deduct a salary amount equal to the ratio of days absent to the days of required service.

4 An employee who is absent on unauthorized leave shall be subject to such action
5 up to and including termination of employment as the Board deems appropriate under the
6 circumstances.

7 **J. Catastrophic Sick Leave Bank**

8 Permanent certificated employees are eligible to participate in the Catastrophic
9 Leave Bank provided they are donors to the Bank of at least one day. All permanent
10 certificated employees who are members of the Bank shall be eligible to use catastrophic
11 leave under this article if, (henceforth the use of the term employee shall be synonymous
12 with certificated employee):

- 13 1. The employee suffers a catastrophic injury or illness that is expected to
14 incapacitate the employee for an extended period of time (in excess of ten days);
15 and
- 16 2. The employee needs extended time off from work, which would create a financial
17 hardship for the individual because he or she has exhausted all of his or her
18 accumulated sick leave: or
- 19 3. An immediate family member of the employee's family is incapacitated, which
20 would require the employee to take time off from work for an extended period of
21 time to care for the family member.

22 A permanent employee who has exhausted all accumulated sick leave and who is
23 a member in good standing of the Catastrophic Leave Bank prior to the request, shall be
24 eligible to request sick leave from the Bank.

1 **ARTICLE VIII: LEAVES** – (continued)

2 An employee may donate up to five (5) days of leave to the Bank annually, so
3 long as the minimum number of accumulated sick leave days available in the employee’s
4 own sick leave account does not fall below ten (10) days at the time of donation. Should
5 the Bank reach six hundred (600) days prior to the enrollment/ donation period, only
6 employees wishing to become new members will be required to make a donation for that
7 school year. The donation of sick leave by the employee shall be irrevocable.

8 The FSTO shall administer the Bank program and share all information with the
9 District. The unit member shall file a “Certificated Sick Leave Bank Deposit Form” with
10 the FSTO Office. A donation to the Bank shall be a general donation and shall not be
11 considered a donation to a specific employee for his/her exclusive use.

12 Leave from the Bank may not be used for industrial accidents or illness, which
13 qualifies the employee for Workers’ Compensation benefits unless he/she has exhausted
14 all Workers’ Compensation leave and his/her own paid leave benefits.

15 Following the initial enrollment period, bargaining unit members may join the
16 Bank only during the open enrollment period (October 1 - October 31). However, if
17 deemed necessary, the CECLBC (Certificated Employee Catastrophic Leave Bank
18 committee) may call for an additional donation period in which existing members of the
19 Bank may donate up to the yearly maximum.

20 An employee or designee wishing to use this Bank shall submit a “Certificated
21 Sick Leave Bank Request for Withdrawal Form.” This form shall be submitted to the
22 Human Resources Office. The request shall clearly state the details of the catastrophe
23 and the amount of sick leave requested. Appropriate written verification of the
24 catastrophic illness or injury must be included with the request. The employee should be
25 prepared to provide additional documentation on the nature and severity of the illness or

1 **ARTICLE VIII: LEAVES** – (continued)

2 injury, if requested. The Human Resources Office shall disseminate the Request Form to
3 the CECLBC members and call a Committee meeting immediately.

4 The CECLBC shall consider the request of the employee within ten (10) calendar
5 days of the request being filed with the Human Resources Office.

6 The Committee shall consist of three members selected by the Association and
7 two Administrators appointed by the Superintendent. Approval of the request shall
8 require a majority vote of the voting Committee members. The decision of the
9 Committee shall be final. Committee members shall be selected annually prior to
10 October 1.

11 The number of duty days an employee will be allowed to request at one time for a
12 single catastrophic illness/injury shall not exceed thirty (30) full work days. Such days
13 shall be integrated with the employee's differential pay, which when combined shall
14 provide for no more than the employee's regular per diem rate of pay.

15 Any days approved by the CECLBC that are unused by the employee shall be
16 returned to the Bank.

17 If an employee uses a day from the Bank, pay for that day shall be at the same
18 rate the employee would have received had the unit member worked that day. No
19 distinction shall be made as to the differing pay rates of the donors or recipients.

20 During September of each year, the FSTO Office shall provide the Assistant
21 Superintendent, Human Resources, with a statement specifying the number of days
22 available as of September 1 of that year and the number of days used in the previous year.

23 Donated days not used in any given year shall be carried over for use in the
24 subsequent year and shall remain a part of the Bank. If in any given year, the number of

1 **ARTICLE VIII: LEAVES** – (continued)

2 days in the Bank fall below one hundred (100), the Committee will notify the association
3 of the need for additional donated days.

4 Hold Harmless: The Association agrees that it will not file, on its own behalf or
5 on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any
6 attempt by a unit member to retrieve donated sick leave used by another unit member
7 pursuant to this provision. The Association also agrees that it will not file, on its own
8 behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind,
9 which attempts to challenge in any way the legality or implementation of this Section.
10 11/15/76; 1/18/80; 9/20/82; 10/10/83; 10/30/85; 9/14/99; 9/10/02; 9/6/05; 11/24/08

1 **ARTICLE IX: RETIREMENT**

2 A. **Retirement Credit and Part-time Employment**

3 Employees may maintain full retirement benefits and phase in their retirement by
4 reducing their workload from full-time to part-time (minimum of one-half time for this
5 provision).

6 **Procedure**

7 An employee must have reached the age of 55 years prior to reduction of workload.
8 No employee shall participate in the part-time service option after attaining the age of 65
9 years, except those who reach age 65 during the school year may continue reduced service
10 for the balance of that school year.

11 An employee must have at least ten years of full-time employment in this District in a
12 position requiring certification of which the immediately preceding five years were full-time
13 employment.

14 The minimum part-time employment shall be the equivalent of one-half of the
15 number of days of service required by the employee's contract of employment during the
16 final year of service in a full-time position.

17 The option of part-time employment and full retirement benefits is limited to a
18 minimum of one semester and/or a maximum period of not more than five years of such
19 part-time status.

20 The request for part-time employment must be exercised at the request of the
21 employee and formalized by a written agreement prior to the period of reduced service at the
22 beginning of the school year or before the beginning of the second half of the school year.

23 The Superintendent or designee and the employee concerned shall mutually agree to the
24 conditions of reduced service. The option of part-time employment can be revoked only by
25 the mutual consent of the employer and the employee prior to March 1.

1 **ARTICLE IX: RETIREMENT** – (continued)

2 **B. Compensation**

3 An employee who elects a reduced workload in accordance with the conditions of this
4 article shall be paid a salary which is the pro rata share of the salary that would have been
5 earned if the request for part-time employment had not been made, and the employee shall
6 retain all other rights and benefits of full employment.

7 An employee shall contribute to the Teachers' Retirement Fund the amount that
8 would have been contributed if employment were on a full-time basis. The District shall
9 contribute the full-time employment share to the Teacher's Retirement Fund.

10 Any proposed modification of an employee contract is subject to approval by the
11 Board of Trustees.

12 Employees using this provision shall be considered as part-time employees for
13 purposes of Association dues, representation fees, or in lieu fees.

14 **C. Special Early Retirement Program (SERP)**

15 The parties agree to conduct a feasibility study for the purpose of providing a Special
16 Early Retirement Program (SERP) to eligible unit members that would not result in an
17 operating loss to the District.

18 **D. Early Retirement Plans**

19 An employee who retires from the District under the State Teachers' Retirement
20 System may participate in the Early Retirement Plan.

21 An employee who elects to participate in the Plan will be required to serve each
22 year at contractual educational activities or services mutually agreed upon by the
23 employee and the Assistant Superintendent, Human Resources.

1 The educational activities or services to be rendered by the retired employee
2 under this Plan, including all conditions agreed upon by the District and employee, shall
3 be in writing.

4 Eligible employees for this Plan shall have reached the age of 55 years and have
5 been employed full time as an employee for at least ten years. Applications must be filed
6 by April 1 to be assured of eligibility.

7 The early retiree and the District may agree on an annual basis to renew the contract,
8 up to a maximum period of five years or age 65, whichever occurs first.

9 **E. Compensation**

10 Effective July 1, 1991, if mutually agreed to between the District and the
11 employee, the maximum compensation will be the maximum amount authorized by
12 statute and provisions of the STRS. The employee compensated will be at the daily
13 salary rate of the employee at the time of retirement, up to the total amount agreed upon,
14 which will be not more than the maximum amount authorized by statute.

15 All Early Retirement plans are subject to approval by the Board of Trustees.

16 11/15/76; 10/2/78; 6/18/81; 10/30/85; 2/3/92; 11/24/08

1 **ARTICLE X: SAFETY CONDITIONS**

2 The District shall be responsible for providing and maintaining buildings/facilities
3 for unit members within State safety regulations.

4 The District agrees to provide on-going opportunity for unit members to make
5 suggestions and recommendations to the site manager affecting the safety of employees
6 through site safety committees. FSTO will appoint two (2) members to each site's safety
7 committee. The safety committee will report annually to the site's staff members.

8 Any abuse of school personnel, assault or battery upon school personnel, or any
9 threat of force or violence directed toward school personnel, at any time or place which is
10 related to school activity or school attendance, shall be reported by employees to their
11 immediate administrator. Each campus will develop a reporting procedure and review
12 the procedure with the staff annually. Employees shall complete reports required by the
13 District relating to the violations described herein. If requested of the immediate
14 administrator, the employee will be informed of the disposition of the reported violation.
15 Administrative notification to the employees about a violent student will be made within
16 five (5) days upon the school's receipt of actual notice.

17 Employees shall be provided coverage under the terms and conditions of the
18 District Workers' Compensation program and illness leave provision for any injury or
19 illness arising out of or in the course of their employment.

20 When conditions constitute an obvious and immediate danger to the physical well
21 being of the employee and/or students for whom the employee is responsible, the
22 employee shall immediately report the situation to the manager who, in conjunction with
23 the employee, will render prudent and responsible assistance in alleviating the problem.

24 An employee shall be responsible for submitting written recommendation to the
25 local administrator regarding the maintenance of safe working conditions, facilities and

1 **ARTICLE X: SAFETY CONDITIONS** – (continued)

2 equipment, repairs and modifications, and other practices designed to insure compliance
3 with applicable standards of the California Occupational Safety and Health Act,
4 California State Compensation Insurance Fund, and the provisions of the District fire and
5 liability insurance programs. The District shall respond, in writing, within ten (10) days
6 of receipt of such a report by the local administrator.

7 Employees are responsible for maintaining their skills in Basic First Aid.

8 11/15/76; 6/18/81; 9/20/82; 10/30/85; 5/12/88; 9/10/02; 9/6/05; 11/24/08

1 **ARTICLE XI: TRANSFER**

2 **EMPLOYEE INITIATED TRANSFER**

3 **General Transfer Requests**

4 A general transfer request provides a notice to the District Human Resources
5 Office of an employee's desire to transfer to some other site. A general request should
6 identify the desired location or assignment and need not be filed in response to a specific
7 opening. A general transfer request is a way for employees to indicate an interest in a
8 future transfer, and, as a result, improve communication between the employee and the
9 District. For these reasons, it is to the employees' and the District's benefit to have
10 general transfer requests, and the District and the Association will encourage employees
11 to file such requests.

12 An Employee desiring transfer shall submit a request on the District-provided
13 form to the Human Resources Office. Such requests may be filed at any time; however,
14 employees are encouraged to file before April 1.

15 **Specific Transfer Requests**

16 A specific transfer request provides a notice to the District Human Resources
17 Office of an employee's desire for transfer to a specific position which is vacant and
18 posted for applicants.

19 The District will post a compilation of currently available positions as they
20 become available on the District or designated Web site (EdJoin - www.edjoin.org) and a
21 designated bulletin board at each site. All advertised positions will have a designated
22 closing date.

23 An employee may request consideration for transfer to a posted position by
24 completing the District-provided form. After filing the request with the office of Human

1 **ARTICLE XI: TRANSFER** – (continued)

2 Resources, the employee may request an interview with the Assistant Superintendent,
3 Human Resources.

4 The District shall give first consideration to all bargaining unit members for open
5 positions before interviewing non-bargaining unit members.

6 Transfer criteria shall include: credentialing, years of service in the District,
7 experience, extracurricular assignment, and department leadership.

8 An employee who wishes to voluntarily transfer to another school and does not
9 receive approval may have the decision reviewed by the Superintendent, or designee.

10 An employee who is denied a transfer will be provided a written rationale
11 statement by the Assistant Superintendent of Human Resources on how the relevant
12 criteria were applied.

13 **Voluntary Position Exchange**

14 Two employees who wish to exchange an assignment for a year may submit a
15 proposal to the Assistant Superintendent, Human Resources. The exchange, if approved,
16 represents an agreement by the employees to fulfill the assignments, including all items
17 listed in the proposal. At the end of the year, the employees either return to their original
18 schools, or the exchange is considered final.

19 The intent of voluntary exchange is to encourage employees to seek a new
20 experience. The intent is to allow the employees to return to their original school and
21 department if they do not wish the exchange to be renewed. However, the exchange
22 program does not provide a preferential status to the employee in the event of other
23 transfer considerations.

1 **ARTICLE XI: TRANSFER** – (continued)

2 **Administrative Initiated Transfers**

3 When an enrollment decrease necessitates transfer, the local administrator shall
4 determine if there are volunteers from the designated subject field(s).

5 In designating the transferee, the local administrator shall consider the following
6 criteria: credentialing, years of service in the District, experience, extracurricular
7 assignment, and department leadership. An employee may be transferred when another
8 school has a greater need for his/her specialized services.

9 An employee who has received an unsatisfactory evaluation in any assignment
10 may be transferred to provide an opportunity for improvement.

11 The proposed transferee will be notified of his/her pending transfer in a personal
12 conference with the local administrator. The reasons for this transfer will be explained at
13 this conference at which an Association representative may be present if requested by the
14 employee or the local administrator.

15 Normally, transfers will be processed according to the above criteria. However, if
16 in the opinion of the Superintendent a transfer becomes necessary, the Superintendent or
17 his designee will notify the employee and offer a personal conference, at which an
18 Association representative may be present (at the request of the transferee) to explain the
19 reasons for the transfer.

20 If requested, a transferred employee will be provided written rationale as to why a
21 transfer is necessary and how the relevant criteria were applied in choosing the transferee.

22 A transferred employee shall not be involuntarily transferred again for at least
23 three school years if an appropriate assignment exists at the school.

1 **ARTICLE XI: TRANSFER** – (continued)

2 All administrative initiated transfers are subject to the grievance procedure.

3 **Transfers During the School Year**

4 If an employee is transferred after the school year begins, other than at the
5 beginning of a semester, the employee will be provided two (2) work days on campus for
6 preparation.

7 **Transfers Due to Closing of a School**

8 Employees will be provided a District questionnaire. The employee will return
9 the completed questionnaire to the Assistant Superintendent, Human Resources,
10 indicating the desires of the employee regarding assignment, location and related
11 activities.

12 A list of vacancies for the District will be posted at the school to be closed, and
13 other usual locations. Employees at the school to be closed may be given preferential
14 treatment by the District over other employees in the following ways:

15 Leaves of absence, including personal, and

16 retraining leaves;

17 Reduced assignment, including part-time

18 employment with full retirement credit;

19 Retirement Credit and part-time employment;

20 Priority in placement over voluntary

21 transfer requests.

22 Transfer criteria shall include: credentialing, years of service in the District, experience;
23 extracurricular assignment; and department leadership.

24 11/15/76; 1/18/80; 9/20/82; 10/10/83; 9/14/99; 9/6/05; 11/24/08

1 **ARTICLE XII: CLASS SIZE**

2 Each school shall be staffed utilizing the ratio of one classroom teacher to twenty-eight
3 and one-half (1:28.5) ADA. Librarians, nurses, counselors, psychologists, and instructional staff
4 allocated to categorically-funded programs, and all non-unit personnel shall be excluded from
5 the staffing ratio.

6 The two-semester average of students per teacher, teaching a 5/5's assignment shall not
7 exceed 180 students in the following areas:

- 8 a. English
- 9 b. Mathematics
- 10 c. Science
- 11 d. Social Studies

12 Teachers with assignments of 3/5 or 4/5 shall have their total students prorated to 108
13 (3/5) and 144 (4/5).

14 The following class size maximums shall be adhered to even though it is desirable to
15 have smaller class sizes:

	Maximum Class
Subject	Size
a. English (Drama, Journalism and Speech excepted), Foreign Language, Laboratory Science, Mathematics and Social Science	38
b. Performing Arts, Physical Education, and JROTC	None
c. All others	40

16 No later than the end of the 20th school day after each semester, class sizes shall be
17 established at no higher than the specified maximums. However, if a student newly admitted to
18 the school results in a class size in excess of the specified maximums, the site administrator will
19 adjust class size within the ensuing 20 days.

1 **ARTICLE XII: CLASS SIZE** – (continued)

2 Upon the recommendation of the department leader and with the consent of the teacher(s)
3 involved, the site administrator may waive the class size maximums to specific courses. In
4 addition, upon the recommendation, and with the consent of the teacher, the site administrator
5 may waive the application of class size maximums for specific courses.

6 If after a concerted effort by the site administrator to reduce the enrollment in a class that
7 exceeds the class maximums, and the class size continues to exceed the maximum set, the
8 leadership of FSTO and members of the association will support the efforts of the administration.

9 As determined appropriate by the site administrator, teachers having classes in which the
10 maximums have been exceeded may be recognized by any creative or innovative means. If and
11 when the District receives lottery monies, representatives of FSTO and Management will meet to
12 study the feasibility of providing monetary means of recognizing teachers having classes in
13 which the maximums have been exceeded.

14 Prior to the development of the master schedule, all department leaders will provide
15 written recommendations regarding class size in specific subject areas. The local administrator
16 will construct the master schedule, giving consideration to probable enrollment variation;
17 equitable distribution of pupils in all sections of the same course; the capabilities of facilities;
18 and other criteria appropriate to the campus.

19 Special Education students require extra support, often from speech and language
20 pathologists, psychologists, and teachers. To ensure that these professionals are allowed the
21 necessary time to support their assigned students, the following case loads will be adhered to:

- 22 1. Teachers assigned mild to moderate students shall average a case load of no more
23 than 28 students over two semesters. The recognition of mild to moderate reflects the
24 previous designation of RSP as noted in the current California Education Code.

25

1 **ARTICLE XII: CLASS SIZE** – (continued)

2 2. Teachers assigned moderate to severe students shall average a case load of no more
3 than 15 students over two semesters.

4 3. Speech and Language Pathologists shall average a case load of no more than 55
5 students over two semesters.

6 4. A teacher with a 5/5 teaching assignment and holding both teaching and speech and
7 language credentials will not be assigned a speech and language case load.

8 9/20/82; 6/3/96; 11/24/08

1 **ARTICLE XIII: PROCEDURES FOR EVALUATION**

2 Establish a committee of Association and Management representatives to review the
3 evaluation process within the District.

4 The official personnel file of an employee shall be located at the Education Center. The
5 following procedures for employee evaluation shall be utilized:

6 A. **Initial and Regularly Scheduled Evaluations**

7 1. During the first four school weeks of an appropriate semester or assignment, an
8 evaluator(s) shall conduct a meeting(s) with evaluatees for the purpose of
9 explaining, interpreting and discussing:

- 10 a. Evaluation process and procedures; and
11 b. District and school level goals and objectives.

12 An evaluator(s) shall meet with each evaluatee to discuss evaluation criteria and
13 timeline. Each evaluatee shall be notified of the identity of his/her evaluators. In
14 addition, so that evaluators may be informed in order to facilitate professional
15 growth opportunities as appropriate, each evaluatee shall provide the evaluator,
16 based upon all relevant data, with written professional development goals to
17 enhance skills to meet students' needs.

18 2. Probationary employees shall be evaluated by three evaluators. Permanent
19 employees shall be evaluated by at least two evaluators.

20 3. Non-teaching unit members shall be evaluated using an appropriate evaluation
21 form.

22 4. Prior to or after an observation visit, the evaluatee shall provide the evaluator(s)
23 with information on lesson plans, objectives, specific class characteristics, and
24 other facts relevant to the observation. Counselors and Psychologists shall

1 **ARTICLE XIII: PROCEDURES FOR EVALUATION** – (continued)

2 provide the evaluator(s) with information on objectives, specific pupil
3 characteristics, and other facts relevant to the observation/evaluation.

4 Evaluations of Counselors and Psychologists shall be composed of interviews
5 with the employee as well as with observations as appropriate.

- 6 5. The evaluator may modify the evaluation criteria during the evaluation period in
7 response to changes in circumstances and shall notify the evaluatee of the change(s).
- 8 6. Hearsay shall not be utilized in the evaluation of an employee.
- 9 7. Probationary employees will be provided written evaluations and follow-up
10 conferences by the end of December and March.
- 11 8. The employee shall be provided with a copy of an evaluation before it is placed in
12 his/her personnel file.
- 13 9. If it is evident to the evaluators during the evaluation sequence that the employee may
14 receive an unsatisfactory evaluation which may result in a decision to terminate
15 employment, the employee will be provided written evaluations and follow-up
16 conferences by the end of March.
- 17 10. Those evaluatees who receive unsatisfactory written evaluations will be given
18 guidance in an effort to improve areas of weakness. The evaluator may structure a
19 specific program of assistance which could include direct assistance; resources; work
20 with specific resource personnel; released time visitations; designation of preparation
21 courses; observation; written progress reports; and progress conferences. Evaluatees
22 must be evaluated subsequently according to provisions of the evaluation and
23 improvement process (Article XIII, Part B) if so designated by the local
24 administrator.

1 **ARTICLE XIII: PROCEDURES FOR EVALUATION** – (continued)

2 11. The evaluatees shall have ten (10) duty days following an evaluation conference to
3 respond in writing to the written evaluation, and it will be attached to the evaluation
4 form.

5 12. Alleged violations of these evaluation procedures are subject to grievance. An
6 evaluator's judgments and recommendations contained in evaluations are the
7 professional opinion of the evaluator and are not subject to review through the
8 grievance procedure.

9 B. **Evaluation and Improvement Program** - The purpose of this supplemental evaluation
10 procedure is to provide a specific program for improvement to employees who have received
11 unsatisfactory evaluations.

12 1. The evaluator(s) shall conduct a meeting(s) with the evaluatee for the purpose of
13 explaining, interpreting and discussing:

- 14 a. Evaluation process and procedures, including the identity of the evaluators.
- 15 b. Specific objectives, procedures, and performance expectations for the employee.
- 16 c. Inservice and personal professional development activities to be undertaken by
17 the evaluatee and the expected results.

18 2. The evaluator will provide the evaluatee with a specific evaluation program. This
19 program will provide prompt comment on evaluative situations, and written
20 evaluations and conference(s) at least each semester. The evaluation program will
21 include frequent observations and/or evaluation situations as provided in the
22 program.

23 3. Prior to an observation visit, the evaluatee shall provide the evaluator(s) with
24 information on lesson plans, objectives, specific class characteristics, other facts
25 relevant to the observation, and other information specified.

1 **ARTICLE XIII: PROCEDURES FOR EVALUATION** – (continued)

2 4. The evaluator may modify the evaluation criteria during the evaluation period in
3 response to changes in circumstances and shall notify the evaluatee of the
4 change(s).

5 5. The employee shall be provided with a copy of an evaluation before it is placed in
6 his/her personnel file.

7 6. The evaluatees shall have ten (10) duty days following an evaluation conference
8 to respond in writing to the written evaluation, and it will be attached to the evalu-
9 ation form.

10 7. Alleged violations of these evaluation procedures are subject to grievance. An
11 evaluator's judgments and recommendations contained in evaluations are the
12 professional opinion of the evaluator and are not subject to review through the
13 grievance procedure.

14 C. **Requests for Assistance**

15 Employees who have been assigned to teach classes outside of their area of recent service
16 may request inservice assistance. Such a request shall be made during or before the
17 initial thirty (30) days of service in the new assignment. The evaluators will develop a
18 plan of assistance, as provided in Part B of this Article. Requests for assistance and
19 successful completion of an inservice plan are an indication of the employee's desire to
20 provide quality service.

21 D. **Evaluation of Hourly Employees**

22 1. The District may annually evaluate hourly employees in the La Sierra High
23 School Program.

24 2. An hourly employee shall be evaluated according to the District-approved course
25 outline of the class(es) taught by the employee.

1 **ARTICLE XIII: PROCEDURES FOR EVALUATION** – (continued)

2 3. The evaluation process shall include at least one classroom observation by the
3 employee's immediate supervisor, or designee, who shall be a certificated
4 administrator. This observation shall normally be no less than one full class
5 period, which must include the major instructional lesson by the teacher, unless
6 the evaluator has determined in a lesser period of time that the evaluatee is
7 satisfactory.

8 4. Hearsay will not be used in the completed final evaluation.

9 5. Final evaluations shall be made in writing on a form mutually agreed to by the
10 District and the Association. An evaluatee shall have ten (10) duty days
11 following the service of a completed final evaluation form to respond in writing
12 before the evaluation form is placed in the employee's personnel file.

13 6. If an evaluator considers an hourly employee to be overall unsatisfactory and
14 prior to issuing a final evaluation to that employee, the evaluator shall meet
15 with the evaluatee, specify in writing the area(s) of deficiency, and provide in
16 writing specific recommendations for correction. Allowing a reasonable time
17 (at least two weeks) for correction of deficiencies, the evaluator shall then
18 conduct a second observation which shall normally be no less than one full
19 class period, which must include the major instructional lesson by the teacher,
20 unless the evaluator has determined in a lesser period of time that the
21 evaluatee is satisfactory.

22 7. Alleged violations of this hourly certificated evaluation procedure are subject
23 to the grievance procedure; however, an evaluator's judgments and
24 recommendations are the professional opinion of the evaluator and are not
25 subject to review through the grievance procedure.

1 **ARTICLE XIV: GRIEVANCE**

2 **Definitions**

3 A "grievance" shall mean an alleged violation, misapplication, or misinterpretation of a
4 specific provision of this Agreement which adversely affects the grievant. This grievance
5 procedure shall not be used to challenge or change policies, regulations, or procedures of the
6 District which are not included in this Agreement, nor shall the grievance procedure be used for
7 any other matters not specifically included in this contract.

8 A "grievant" shall mean an employee or the Association filing a grievance. Any issue
9 involving Association rights or representation fee shall begin at Level II.

10 A "conferee" shall mean any representative of the Association selected by the grievant to
11 assist in presenting and processing the grievance, except as limited in the informal level of this
12 procedure. An immediate administrator with whom a grievance is filed may also choose a
13 representative in processing grievances, except as limited in the informal level.

14 A "District grievance form" shall mean a District-provided form completed in writing by
15 the grievant within fifteen (15) days of the occurrence or within (15) days of the date by which
16 the grievant could reasonably have known of the alleged violation, misapplication or
17 misinterpretation of a specific provision of this Agreement which gave rise to the grievance. It is
18 recognized that a delay in time may diminish the ability to resolve a grievance; therefore, early
19 action is to be encouraged.

20 **General Provisions**

21 The purpose of the grievance procedure is to attempt to secure equitable solutions to
22 grievances. All parties agree that the proceedings will be kept informal and confidential and
23 that the grievant and immediate administrator should attempt to resolve the grievance at the
24 lowest possible level.

1 **ARTICLE XIV: GRIEVANCE** – (continued)

2 The filing of a grievance shall in no way interfere with the right of the Board to
3 proceed in carrying out its management responsibilities subject to the final decision on the
4 grievance. In the event the alleged grievance involves an order, requirement, or other
5 directive, the grievant shall fulfill or carry out such order, requirement, or other directive,
6 pending the final decision on the grievance.

7 Nothing contained herein will be construed as limiting the right of any grievant to
8 discuss a grievance informally with his/her immediate administrator or to have the grievance
9 adjusted, prior to Level II, without intervention of the Association, provided that the
10 adjustment is not inconsistent with the terms of this Agreement. Any formal resolution shall
11 not be agreed upon by the District and the grievant until the Association has been provided a
12 copy and allowed an opportunity to respond.

13 The filing of a grievance shall not reflect unfavorably upon the grievant or upon the
14 administrator with whom it may be filed.

15 The grievant and immediate administrator shall have the right to include in the
16 grievance hearings such witnesses as they deem necessary to develop facts pertinent to the
17 grievance. Each party shall bear the cost of its own witnesses. Such witnesses shall be in
18 addition to the conferee that either party may select. Although a specific time period is
19 provided for administrative decisions at each level of the grievance procedure, it is
20 recognized that multiple grievance claims must be processed in a sequential manner.
21 Consequently, at each level of the procedure, grievance claims shall be assigned consecutive
22 numbers, based upon the time and date on which written grievances are received.
23 Administrative personnel shall process such numbered grievances in a sequential manner,
24 following a pattern that the first filed will be first considered.

1 **ARTICLE XIV: GRIEVANCE** – (continued)

2 A grievant who fails to comply with the time limits established in this procedure shall
3 forfeit all rights to apply the Grievance Procedure for the alleged contract violation.

4 However, time limits at each level may be adjusted by mutual consent.

5 Once a grievance arising from a particular incident or incidents or circumstance or
6 circumstances has been resolved, another grievance based on that particular incident may not
7 be filed.

8 The processing of grievances shall not be permitted to interfere with the efficient
9 operation of the schools.

10 In a case of multiple grievance claims arising from the same issue and the same set of
11 circumstances, the District may elect to hear only the first written grievance filed, and the
12 decision rendered shall be applicable to all other claims.

13 An employee filing a grievance may use one hour of release time at Level I, two
14 hours of release time at Level II, and will be provided one day of release time for each day of
15 arbitration hearings at Level III. The employee will be provided release time as needed for
16 the conciliation conference at Level III and one day of release time for each day of arbitration
17 hearings at Level IV.

18 **Informal Level**

19 The grievant shall meet with the immediate administrator to discuss the potential
20 grievance in an attempt to resolve it informally. Either the grievant or the immediate
21 administrator may bring a conferee to this informal conference. If the potential grievance is not
22 resolved at this level, the grievant may proceed to Level I.

1 **ARTICLE XIV: GRIEVANCE – (continued)**

2 **Formal Level**

3 **Level I**

4 Within fifteen (15) days of the occurrence, or within fifteen (15) days after the date on
5 which the grievant could reasonably have known of the occurrence of the act or omission giving
6 rise to the grievance, the grievant must present his/her grievance in writing on a properly
7 completed District-provided form to the immediate administrator. The grievance shall contain a
8 clear and concise statement including the specific article(s) alleged to have been violated, the
9 circumstances involved, the decision rendered at the informal conference, and the specific
10 remedy sought. The grievance form shall bear a number which the grievant shall obtain by
11 calling or going to the District Human Resources Office prior to submitting the form to the
12 immediate administrator.

13 The immediate administrator shall communicate a decision to the grievant in writing
14 within ten (10) days after receiving the grievance. If the Administrator does not respond within
15 such time period, the grievant may appeal to the next level.

16 Within the foregoing time limits, either party may request a personal conference to
17 discuss the grievance. Either the grievant or the immediate administrator may have a conferee
18 present at such a conference.

19 **Level II**

20 In the event the grievant is not satisfied with the decision at Level I, the grievant may
21 appeal the decision to the Assistant Superintendent, Human Resources, within ten (10) days after
22 the immediate administrator delivers his/her response to the grievance. The grievant must
23 deliver a copy of the appeal statement to the employee's immediate administrator. This written
24 appeal statement shall include a copy of the original grievance, the decision rendered at the
25 previous level, and a clear, concise statement of the reasons for the appeal.

1 **ARTICLE XIV: GRIEVANCE** – (continued)

2 Either the grievant or the Assistant Superintendent, Human Resources, may request a
3 personal conference within the foregoing time period to discuss the grievance. Either party may
4 have a conferee present at such a conference.

5 The Assistant Superintendent, Human Resources, or his/her designee shall communicate
6 a decision within ten (10) days after such a conference.

7 **Level III**

8 If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10)
9 days after a decision by the Assistant Superintendent, Human Resources, request in writing that
10 the grievance be submitted to conciliation.

11 If the grievant requests conciliation, the parties will, within ten (10) days after receiving
12 the request, contact the California Conciliation Service and set a meeting with a Conciliator for
13 as soon as possible for all parties.

14 **Level IV**

15 If the grievant is not satisfied with the result of Level III Conciliation, he/she may, within
16 ten (10) days of the conclusion of Level III Conciliation, request in writing that the Association
17 submit his/her grievance to arbitration. A copy of this request shall be given to the Assistant
18 Superintendent, Human Resources. The Association, by written notice to the Assistant
19 Superintendent, Human Resources, within fifteen (15) days after receipt of the request from the
20 grievant, may submit the grievance to arbitration.

21 If arbitration is requested, the grievant and the District shall attempt to agree upon an
22 arbitrator. If no agreement can be reached, they shall request the California Conciliation Service
23 to supply a panel of five (5) names of persons experienced in hearing grievances in public school
24 matters. Each party shall alternately strike a name until one name remains. The remaining panel
25 member shall be the arbitrator. The order of the striking shall be determined by lot.

1 **ARTICLE XIV: GRIEVANCE** – (continued)

2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the
3 District and the Association. All other expenses shall be borne by the party incurring them.

4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue
5 or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the
6 arbitrator shall determine the issues by referring to the written grievance and the answers thereto
7 at each step. If any question arises as to whether or not the grievance can be arbitrated, the
8 question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.

9 The arbitrator shall have no power to add to, subtract from or modify the terms of this
10 Agreement or the written policies, regulations, and procedures of the District.

11 After a hearing and after both parties have had an opportunity to make written arguments,
12 the arbitrator shall submit in writing to the Superintendent and the grievant his/her findings.

13 If the arbitrator's findings do not require any outlay or transfer of District funds as a
14 direct or indirect consequence, then the findings of the arbitrator shall be final and binding.

15 If the arbitrator's findings require any outlay or transfer of District funds as a direct or
16 indirect consequence, then the findings of the arbitrator shall only be advisory to the Board and
17 if, upon review of the arbitrator's findings and recommendations, the Board of Trustees
18 determines that it is unable to render a final determination on the record, it may reopen the record
19 for the taking of additional evidence. Nothing in this section shall preclude any employee's right
20 to resort to a court of law after exhaustion of the advisory arbitration procedure.

21 //

22 11/15/76; 10/2/78; 1/18/80; 10/30/85/ 9/16/86; 5/12/88; 2/3/92; 11/24/08

1 **ARTICLE XV: ASSOCIATION RIGHTS**

2 The Association recognizes its responsibilities to consistently and thoroughly inform
3 unit members of the provisions of the master contract. In fulfilling this responsibility, the
4 Association will have the opportunity to use school and District resources as provided below:

5 The Association will have the opportunity to use school buildings under the Civic
6 Center provisions, as long as such use does not interfere with District programs.

7 Association representatives may post notices on the employee bulletin board in
8 accordance with Appendix D, 'Bulletin Board Procedures.' A copy of each publication
9 distributed to the Unit or to the public by FSTO, its officers, representatives, and site
10 representatives shall be provided to the site administrators and the Superintendent, or
11 designee, at the same time the item is distributed. The Association may make reasonable use
12 of teacher mailboxes with a copy of each communication provided to the local administrator.
13 The Association may make reasonable use of the District mail service for purposes of
14 communication. The District mail service will make scheduled pickup and delivery at the
15 Association office at 749 S. Brea Boulevard in Brea, and such service will be on a District
16 established schedule.

17 Authorized representatives of the Association will be permitted to transact
18 Association business at schools as long as such business does not interfere with
19 performance of employee's duties. Association representatives will notify a local
20 administrator in advance when a general meeting is to be held. An Association
21 representative, not employed by the District, must notify a local administrator of his/her
22 presence on campus.

23 Upon request of the Association officer(s), and with the approval of the
24 Superintendent, or designee, the District will provide the Association with a maximum of
25 20 days each

1 **ARTICLE XV: ASSOCIATION RIGHTS** – (continued)

2 year of paid release time for Association officers. The cost of substitutes is to be billed to
3 and paid by the Association. Released time is normally to be arranged in full days;
4 however up to a maximum of five days may be arranged in half-day units. Additional
5 days may be arranged by mutual agreement on an unpaid basis.

6 The Association will reimburse the District for fifty per cent (50%) of the cost
7 of released time provided the FSTO President. The released time will be arranged
8 with the Superintendent, or designee, for two-fifths release time for one semester and
9 three-fifths release time for one semester each school year for the term of this
10 contract. The FSTO president shall complete Mandated Cost Reimbursement logs
11 annually.

12 The District will annually provide names and work locations of current members
13 and new unit members as employed.

14 11/15/76; 1/18/80; 6/18/81; 10/10/83; 9/16/86; 9/14/99; 9/10/02; 11/24/08

1 **ARTICLE XVI: REPRESENTATION FEE**

2 1. The District and the Association recognize the right of employees to form, join and
3 participate in lawful activities of employee organizations and the equal alternative right
4 of employees to refuse to form, join, and participate in employee organizations. Neither
5 party shall exert pressure on or discriminate against an employee regarding such matters.

6 2. Membership in the Association is not compulsory. All members of the bargaining unit,
7 except as provided elsewhere in this Agreement, or in the case of new bargaining unit
8 members hired during this Agreement, shall, on or before the thirtieth (30th) day
9 following either the beginning of the school year, or the execution of the collective
10 bargaining agreement, whichever is later, as a condition of employment and of continued
11 employment either:

12 A. Become a member of the Association, or

13 B. Pay to the Association during the term of the Agreement a representation fee in
14 the amount equal to the Association's annual dues for representing such
15 employees. The Association shall annually certify in writing to the District and
16 each representation fee payer the cost for representing nonmembers of the
17 Association. No later than October 15 of each year or no more than thirty (30)
18 days after initial employment if the initial employment date is September 1 or
19 later, the Association shall provide each representation fee payer a written
20 explanation of the Association's representation fee procedures. The
21 representation fee payment may be made pursuant to the Association procedures,
22 at the employee's option, either through payroll deduction as provided below or
23 by a direct lump sum payment to the Association by October 15 of each year or
24 no more than thirty (30) days after initial employment if the initial employment
25 date is September 1 or later.

1 **ARTICLE XVI: REPRESENTATION FEE** – (continued)

2 3. The interpretation, application, administration and enforcement of this Article shall be in
3 accordance with the requirements of the Government Code Chapter 10.7 of Division 4,
4 Title I, 3540, as amended and construed by the Educational Employment Relations
5 Board, Federal and State Courts and to the extent that it does not conflict with any federal
6 or state laws.

7 4. Exceptions to Section 2 above, shall be:

8 A. Part-time employees shall pay dues in an amount equal to the Association's
9 prorated annual dues for part-time employees.

10 B. Hourly employees who are not regular, full-time employees, shall pay a monthly
11 dues amount determined by the Association. The District will deduct the dues
12 from the hourly employee's pay and submit it to the Association in the same
13 manner as payroll deductions are made for the regular, full-time employees.
14 Commencing two pay periods after ratification, the District shall use its best
15 efforts to deduct the fee from the hourly employee's pay. The Association shall
16 implement this section, B., within thirty (30) days after ratification of this
17 Agreement or this section B., becomes void.

18 C. Employees hired during the school year shall be required through direct payment
19 or payroll deduction only a pro rata amount of the dues or representation fee.
20 Such prorata shall be based on a maximum of ten (10) school months (September
21 through June) and total number of months remaining in the school year. A month
22 shall be determined if more than 51 percent of the teaching days in that month
23 remain after the employee commences work.

24 D. Notwithstanding the provisions of 2-B of this Article, any employee who
25 evidences membership in a church whose long standing teachings have

1 **ARTICLE XVI: REPRESENTATION FEE** – (continued)

2 historically forbidden joining or supporting a labor union or similar organization and
3 who shares such a personal religious conviction, shall, so as to show good faith
4 inasmuch as other nonmembers of the Association must pay a representation fee,
5 agree to make a contribution as hereinafter provided. Such employees shall pay by
6 direct contribution or by payroll deduction a sum equivalent to the representation fee
7 to a nonunion nonreligious charitable organization as determined by the Association.
8 Such employee shall furnish a copy of the receipt thereof or a copy of authorization
9 for payroll deduction for said sum to the Association.

10 5. In the event that an employee does not tender payment of dues or representation fee directly
11 to the Association, the employee may execute a written District authorization form to the
12 District for payroll deductions. The deductions permitted under the authorization shall be
13 equal to annual dues of the Association including state and national organizations but
14 excluding all other charges including fines and assessments.

15 A. Such deductions shall be made only upon submission of the District form to the
16 designated representative of the District duly completed and executed by the
17 employee.

18 B. Deductions shall be made in equal installments on each pay day after receipt of the
19 authorization.

20 C. By the fifteenth (15th) of each succeeding month, the District shall transmit the
21 monies to the Association.

22 6. In the event that an employee does not tender payment of dues directly to the Association or
23 authorize such payment through payroll deduction, the Association shall so inform the
24 District. The District shall begin automatic payroll deduction of representation fee as

1 **ARTICLE XVI: REPRESENTATION FEE** – (continued)

2 provided in Education Code Section 45061 within one pay period. Deductions shall be made
3 in equal installments on each payday. There shall be no charge to the Association for such
4 mandatory representation fee deductions.

5 7. The Association shall hold the District harmless on account of any monies deducted and
6 remitted to the Association pursuant to this Article. Any errors in deduction shall not be
7 charged against the District.

8 8. The Association agrees to indemnify and save the District, Board of Trustees, each individual
9 school board member, and all administrators in the District, harmless against any and all
10 claims, demands, costs, attorney fees, lawsuits, judgments or other forms of liability and all
11 court or administrative agency costs that may arise out of or by reason of action taken by the
12 District for the purpose of complying with this Article. The District and the Association shall
13 consult in good faith as to whether any such action or proceeding shall or shall not be
14 compromised, resisted, tried or appealed. The Association shall, within thirty (30) days of
15 receipt of the request, pay to the District all costs associated with actions under this article.

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19 11/15/76; 10/2/78; 1/18/80; 10/10/83; 10/30/85; 9/16/86; 9/6/05

1 **ARTICLE XVII: DISTRICT RIGHTS**

2 It is understood and agreed that the Board retains all of its powers and authority to direct,
3 manage, and control the operation of the District to the full extent of the law. The exercise of the
4 foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of
5 policies, rules, regulations and practices in furtherance thereof, and the use of judgment and
6 discretion in connection therewith, shall be limited only by the specific and express terms of this
7 Agreement, and then only to the extent such specific and express terms are in conformance with law.
8 Included in but not limited to those District duties and powers are the exclusive right to: determine
9 its organization; direct the work of its employees; determine the times and hour
10 of operation; determine the kinds and levels of services to be provided, and the methods and means
11 of providing them; establish its educational policies, goals and objectives; insure the rights and
12 educational opportunities of students; determine staffing patterns; determine the number and kinds of
13 personnel required; maintain the efficiency of District operations; determine the curriculum; build,
14 move or modify facilities; establish budget procedures and determine budgetary allocation;
15 determine the methods of raising revenue; enter into contracts for supplies
16 and services; and take appropriate action in the event of an emergency. In addition, the Board
17 retains the right to hire, classify, assign, transfer, evaluate, promote, suspend and terminate
18 employees.

19 The District retains its right to waive, for the duration of the cause, pertinent policies and
20 practices referred to in this Agreement in cases of civil defense, natural disasters, man-made
21 emergencies, epidemics, or acts of God. The determination of whether or not an emergency
22 exists is solely within the discretion of the Superintendent and/or the Board.

1 **ARTICLE XVII: DISTRICT RIGHTS** – (continued)

2 All rights, powers and privileges of the District shall be exercised by the Board and the
3 operation of the District shall be administered by the Superintendent or any other person properly
4 designated by the Board or the Superintendent.

5 11/15/76

1 **ARTICLE XVIII: CONCERTED ACTIVITIES**

2 It is agreed and understood that for the duration of this Agreement the Association shall not
3 authorize, cause, support, engage in, or sanction any strike, picket, work stoppage, slowdown or
4 refusal or failure to fully and faithfully perform job functions and responsibilities. There shall be no
5 interference with the operations of the District by the Association, or by any of the Association's
6 officers, agents, or members during the terms of this Agreement, including compliance with the
7 request of other organizations to engage in such activity.

8 The Association recognizes the duty and obligation of its representatives to comply with the
9 provisions of this Agreement and to make every effort toward inducing all employees to do so. In
10 the event of a strike, work stoppage, slowdown, or other interference with the operations of the
11 District by employees who are represented by it, the Association agrees in good faith to take all
12 necessary steps to cause those employees to cease such action. Violation by the Association shall be
13 cause to withdraw any and all rights, privileges or services provided for in this Agreement.

14 It is agreed and understood that any employee violating this Article, including use of
15 personal leave for concerted activity, may be subject to action up to and including termination of
16 employment by the District, pursuant to due process of law. Upon exhaustion of impasse, as defined
17 by the Public Employees Retirement Board, the provisions of Article XVIII, Concerted Activities,
18 shall be suspended to the extent permitted by law and the Public Employees Retirement Board.

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20 11/15/76; 10/2/78; 2/3/92

1 **ARTICLE XIX: SUPPORT OF AGREEMENT**

2 The District and the Association agree that it is to their mutual benefit to encourage the
3 resolution of differences through the meet and negotiation process. Therefore, it is agreed that the
4 Association and District will support this Agreement for its term and will not seek change or
5 improvement in any matter subject to the meet and negotiation process except by mutual agreement.
6 Public appearances shall be supportive of the meet and negotiation process and the terms of this
7 contract.

8 11/15/76

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11 **ARTICLE XX: EFFECT OF AGREEMENT**

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14 It is understood and agreed that the specific provisions contained in this Agreement shall
15 prevail over present and past District practices, procedures and regulations, and over State Laws to
16 the extent permitted by State Law.

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17 11/15/76

1 **ARTICLE XXI: SAVINGS PROVISION**

2 If any provisions of this Agreement are held to be contrary to law by a court of competent
3 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted
4 by law, but all other provisions will continue in full force and effect. Provisions held contrary to law
5 will be renegotiated by the parties involved. Such renegotiation shall begin not later than forty-five
6 (45) calendar days after official notice of the final court decision including appeals up to and
7 including appeals through all levels.

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9 11/15/76; 9/16/86

1 **ARTICLE XXII: DURATION AND RENEGOTIATION**

2 A. This Agreement shall be effective as of July 1, 2008, and shall continue in full force and
3 effect until June 30, 2011.

4 B. The Association shall submit its initial proposal for a successor agreement for 2011/ 2012 by
5 the second regularly scheduled Board Meeting in March, 2011. The Association and the
6 District shall begin negotiations within five (5) days of the completion of the public notice
7 procedures. It is the intent of the Association and the District to initiate negotiations not later
8 than fifteen (15) days following the first meeting of the Board of Trustees in April to allow
9 the negotiation teams to develop the respective proposal. However, each party recognizes
10 the significance of the public procedures and is committed to fulfilling the objectives of that
11 process.

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15 10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88; 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02;
16 9/6/05; 11/24/08

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1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**
2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE**

3 In accordance with ABX 1 Education Code Sections 44500 through 44508, the District and
4 FSTO elected to implement the Peer Assistance and Review Program hereafter referred to as Project
5 PRIDE (Peer Resources and Input to Develop Excellence). Project PRIDE may be terminated in the
6 event that the State eliminates funding.

7 **Mission Statement:** The Fullerton Joint Union High School District values its teachers as
8 professionals who profoundly impact the lives and futures of the students they serve. The District
9 provides support services to enhance the performance of all teachers with the goal of improving the
10 education of all students.

11 **Purpose:** Project PRIDE provides a framework within which exemplary teachers assist
12 fellow teachers in subject matter knowledge and/or teaching strategies.

1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**

2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE** – (continued)

3 **I. Definitions:**

- 4 1. **Project PRIDE Consulting Teacher:** A teacher selected by the Joint Committee
5 to provide assistance to a Participating Teacher.
- 6 2. **Project PRIDE Curriculum Specialist:** A teacher approved by the Joint Committee
7 to provide specific assistance to a Participating Teacher.
- 8 3. **Referred Participating Teacher:** A permanent teacher whose last annual performance
9 evaluation included a referral to Project PRIDE.
- 10 4. **Voluntary Participating Teacher:** A permanent teacher who requests specific
11 assistance. Documentation regarding a Voluntary Participating Teacher shall be
12 considered confidential and shall not be placed in the personnel file.

13 **II. Joint Committee:**

- 14 A. Project PRIDE shall be administered by a Joint Committee which shall consist of:
- 15 1. four (4) District classroom teachers, each with a minimum of five (5) years
16 classroom experience in the District, selected by FSTO. The Joint Committee
17 shall be composed of teachers not currently serving as or applying for the
18 positions of Consulting Teacher or Curriculum Specialist.
- 19 2. three (3) site administrators selected by the District. FSTO will notify the
20 District of the sites represented by the FSTO selections prior to the District
21 selection of administrators, with the intent of representing each campus on the
22 Joint Committee.
- 23 B. The Assistant Superintendent of Education and Administrative Services shall be
24 the facilitator of the Joint Committee.
- 25 C. Qualifications for teacher members of the Joint Committee shall be the same as
26 those for Consulting Teachers.

1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**

2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE** – (continued)

3 D. The Joint Committee shall operate under such by-laws or standing rules as it may
4 adopt by a majority vote when a quorum is present. A quorum is defined to be a
5 minimum of five members of the seven Joint Committee members, with at least one
6 more teacher than administrator present.

7 E. All teacher members of the committee shall receive release time for committee work.

8 III. **Consulting Teachers**

9 1. Consulting Teachers shall have the following minimum qualifications:

10 A. permanent teacher with at least five years of current classroom experience in
11 the District;

12 B. exemplary teaching ability as indicated by effective communication skills,
13 subject-matter expertise, knowledge and commitment to District curricular
14 goals and standards, and mastery of a range of teaching strategies necessary to
15 meet students' needs in different contexts.

16 2. All proceedings and materials related to evaluations, reports, and other personnel
17 matters shall be confidential; therefore, Consulting Teachers and Curriculum
18 Specialists may disclose such information only as is necessary to administer Project
19 PRIDE.

20 IV. **Compensation:**

21 In addition to provided substitute time, teacher members of the Joint Committee shall
22 receive a \$1,500 stipend as long as State allocated funds are available. Mileage expenses
23 incurred by teacher members of the Joint Committee shall be reimbursed at the approved
24 District rate per mile.

1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**

2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE** – (continued)

3 1. In addition to released time, Consulting Teachers shall receive a \$2,500 stipend per
4 assignment (maximum of two assignments) as long as State allocated funds are
5 available. Mileage expenses incurred shall be reimbursed at the approved District
6 rate per mile.

7 2. Curriculum Specialists shall be compensated at the District’s certificated hourly rate.
8 Mileage expenses incurred shall be reimbursed at the approved District rate per mile.

9 V. **Hold Harmless Clause:**

10 Functions performed by teachers under this article shall not constitute either management or
11 supervisory functions as defined in the Educational Employment Relations Act. Certificated
12 employees who perform functions such as, but not limited to, members of the Joint
13 Committee, Consulting Teachers, and/or Curriculum Specialists shall have the same
14 protection from liability and access to appropriate defense as afforded to other public school
15 employees under the provisions of the California Government Code.

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23 1/7/85; 10/30/85; 9/16/86; 5/12/88; 2/3/92; 9/10/02; 9/6/05; 11/24/08

1 **ARTICLE XXIV: PROFESSIONAL GROWTH AND CREDENTIAL RENEWAL**

2 The purpose of this Article shall be to implement the requirements of Education Code
3 Section 44277 and the State regulations implemented thereunder.

- 4 1. The District may designate any certificated individuals to serve as Professional Growth
5 Advisors (herein "advisors") so long as verification conducted pursuant to Education Code
6 Section 44277 shall be independent of any evaluation of credential for the purpose of
7 determining the credential holder's employment status. A list of these advisors will be
8 published by the District annually. Said list may be updated by the District as necessary.
- 9 2. The responsibility of the District's advisors under this Article shall be limited to the
10 following:
- 11 a. To certify to the credential holder compliance or noncompliance of the credential
12 holder's program with the requirements of Education Code Section 44277 and the
13 regulations established thereunder; and
- 14 b. To verify completion or noncompletion of the minimum requirements set forth in
15 Education Code Section 44277(a). A District advisor shall return to the credential
16 holder the individual program of professional growth within ten (10) days of receipt
17 together with the advisor's certification of the program. The credential holder must
18 submit his/her revisions in writing to the advisor within ten (10) days of receipt of the
19 non-certification.
- 20 4. No provision of this Article that can be appealed to the Executive Secretary of the
21 Commission on Teacher Credentialing shall be subject to the provisions of Article XIV,
22 Grievance.
- 23 5. The credential holder requesting the review for compliance of the program or verification of
24 its completion shall promptly furnish certified transcripts or other appropriate evidence of
25 completion of portions of the plan to the advisor upon request.
- 26 6. In order that teachers remain informed of changes in pupil needs, each unit member will
27 annually survey students enrolled in their classes. The departments at each site will be

1 **ARTICLE XXIV: PROFESSIONAL GROWTH AND CREDENTIAL RENEWAL –**

2 (continued)

3 allowed to develop questions for the student survey, which reflect District goals and
4 priorities, for use by its members. There will be no requirement that the results of the survey
5 be shared or made known. Employees shall consider the survey results when developing
6 professional development plans. Teachers will distribute, collect, and review the results of
7 their students' survey. The District will provide an adequate amount of new funding to each
8 site to conduct the survey. In order to facilitate the planning of professional growth activities
9 which enhance employees' skills and knowledge in meeting the needs of pupils, annually the
10 site staff development committee shall request information from all employees regarding
11 identified areas for improvement and assistance needed. Employees shall use all relevant
12 data in determining areas for improvement and assistance.

13 7. To assist in professional development, department leaders may observe and provide
14 bargaining unit members with feedback.

15 8. The principal in each school shall form a staff development committee comprised of the
16 site's department leaders or their designees. The committee shall make recommendations to
17 the principal regarding the planning, organization, date(s), place(s), and content of the staff
18 development of certificated employees on the school site each school year for the days
19 designated as a "Staff Development Day".

20 9. Employees shall maintain all teaching credentials which were active July 1, 1978, or
21 subsequent time of employment

22 10. In January of each year, the Human Resources Department will supply a list of names of
23 members whose credentials are to be renewed that year, with the list to be posted at each site.

24 The responsibility for credential renewal continues to remain with the credential holder.

25 9/16/86; 9/14/99; 9/10/02; 11/24/08

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1 **ARTICLE XXV: EMPLOYEE DISCIPLINE**

- 2 A. It is the purpose of this section to implement only the provisions of Government Code
3 Section 3543.2(b) permitting suspension without pay for up to 15 days. This article is
4 limited to setting forth the procedures for suspending a permanent employee during the
5 school year from the position in which he or she has gained tenure. No suspension shall be
6 imposed without just cause.
- 7 B. Nothing in this article shall limit the District's right to evaluate employees in accordance with
8 the provisions of this agreement. This article is not intended to replace or limit the District's
9 rights under California law to institute dismissal proceedings or to institute immediate
10 suspension or mandatory leaves of absence when so called for under California law.
11 Discipline under this article shall not be regarded as a precondition to proceedings under
12 California law. This article shall not apply to verbal reprimands or the release or dismissal of
13 probationary teachers or any other matter not involving a proposed suspension of a
14 permanent employee during the school year from the position in which he/she has gained
15 tenure.
- 16 C. A written notice of the proposed suspension specifically stating the reasons for the proposed
17 suspension shall be given to the employee prior to implementing the suspension.
- 18 D. Within ten (10) days of the receipt of written notice, the employee may appeal the proposed
19 suspension to Article XIV, Level III, by filing a written request with the Assistant
20 Superintendent, Human Resources. If the employee is not satisfied with the result of the
21 Level III Conciliation, he/she may, within (10) days of the conclusion of Level III
22 Conciliation, request in writing that the Association submit the proposed suspension to
23 arbitration in accordance with the provisions of Article XIV, Level IV. The issue to be
24 submitted to the arbitrator shall be:

25 Is the proposed suspension of (employee's name) for just cause, and if not,
26 what if any is the appropriate discipline? The decision of the arbitrator shall be
27 binding upon the District, the Association, and the employee. // 5/12/88; 11/24/08

1 **ARTICLE XXVI: PROCEDURES FOR REPORTING CHILD ABUSE**

2 The following procedures shall be followed in reporting suspected child abuse:

- 3 A. The employee who has knowledge of or observes a child in his/her professional
4 capacity or within the scope of his/her employment who he/she knows or
5 reasonably suspects has been the victim of child abuse shall report the known or
6 suspected instance of child abuse to a child protective agency immediately or as
7 soon as practically possible by telephone and shall prepare and send a written
8 report thereof within thirty-six (36) hours of receiving the information concerning
9 the incident.
- 10 B. Forms shall be available at each site and at the District Office. Completed forms
11 are sent in triplicate to the appropriate agency as shown on the form. The current
12 phone numbers for the Registry will be available at each site office.
- 13 C. The employee shall then report the incident to his/her immediate
14 supervisor/designee or the Superintendent/designee if the immediate supervisor is
15 not the appropriate person.
- 16 D. A copy of the form shall be retained by the employee with a photostatic copy
17 provided to the administrator originally notified. The photostatic copy shall be
18 kept confidential.
- 19 E. The District will make a reasonable effort to update employees annually of their
20 rights and responsibilities under the law regarding reporting child abuse.

1 **ARTICLE XXVII: STUDENT SUSPENSION BY AN EMPLOYEE**

- 2 A. An employee may suspend any pupil from his/her class, for any of the acts
3 enumerated below which occurred in the class, for the day of the suspension
4 and the day following.
- 5 B. The employee shall immediately report the suspension to the
6 principal/designee of the school and send the pupil to the principal/designee
7 for appropriate action. If that action requires the continued presence of the
8 pupil at the school site, the pupil shall be under the appropriate supervision
9 of the principal/designee.
- 10 C. As soon as possible, the employee shall ask the parent or guardian to attend
11 a conference with the employee regarding the suspension. The
12 principal/designee shall attend the conference.
- 13 D. The pupil shall not be returned to the class from which he/she was
14 suspended, during the period of the suspension, without the concurrence of
15 the employee and the principal/designee.
- 16 E. A pupil suspended from a class shall not be placed in another regular class
17 during the period of suspension. However, if the pupil is assigned to more
18 than one class per day, this section shall apply only to other regular classes
19 scheduled at the same time as the class from which the pupil was suspended.
- 20 F. An employee may also refer a pupil for any of the acts enumerated below to
21 the principal/designee for consideration of a suspension.
- 22 G. The teacher of any class from which a pupil is suspended may require the
23 suspended student to complete any assignments and tests missed during the
24 suspension.

1 **ARTICLE XXVII: STUDENT SUSPENSION BY AN EMPLOYEE** – (continued)

2 H. Reasons for which a student may be suspended:

- 3 1. Caused, attempted to cause, or threatened to cause physical injury to
4 another person.
- 5 2. Possessed, sold, or otherwise furnished any firearm, knife, explosive,
6 or other dangerous object unless, in the case of possession of any
7 object of this type, the pupil had obtained written permission to
8 possess the item from a certificated school employee, which is
9 concurred in by the principal/designee.
- 10 3. Unlawfully possessed, used, sold, or otherwise furnished or been
11 under the influence of, any controlled substance, an alcoholic
12 beverage, or any intoxicant of any kind.
- 13 4. Unlawfully offered, arranged, or negotiated to sell any controlled
14 substance, an alcoholic beverage, or otherwise furnished to any
15 person another liquid, substance, or material and represented the
16 liquid, substance, or material as a controlled substance, alcoholic
17 beverage, or intoxicant.
- 18 5. Committed or attempted to commit robbery or extortion.
- 19 6. Caused or attempted to cause damage to school
20 property or private property.
- 21 7. Stolen or attempted to steal school property or private property
- 22 8. Possessed or used tobacco, or any products containing tobacco or
23 nicotine products.
- 24 9. Committed an obscene act or engaged in habitual profanity or
25 vulgarity.
- 26 10. Had unlawful possession of, or unlawfully offered, arranged,
27 or negotiated to sell any drug paraphernalia.

1 **ARTICLE XXVII: STUDENT SUSPENSION BY AN EMPLOYEE –**

2 (continued)

3 11. Disrupted school activities or otherwise willfully defied the valid
4 authority of the teacher of the class.

5 12. Knowingly received stolen school property or private property.

6 //

7 5/12/88

8

1 **SIGNATURE PAGE**

2 The foregoing Agreement signed and recommended on the 24th day of November, 2008.

3

4

5

6 FULLERTON JOINT UNION

FULLERTON SECONDARY

7 TEACHERS

8 HIGH SCHOOL DISTRICT

ORGANIZATION

9

10

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14 _____
Doug Kimberly, Board of
15 Trustees Representative

Charles Ritz III, Chairperson
Collective Bargaining Team

1 **APPENDIX A**

2 I. **Other Compensation**

3 A. Approved program stipends shall be designated by the local administrator.

4 1. **Student Activity Stipends** - The local administrator may designate
5 up to twelve (12) non-athletic student activity stipends at \$3,784 each.

6
7 2. **Athletic Stipends**

8

9 Sport/Activity	Percent	Amount
10 Football	100	\$ 4,465
11 Basketball	85	3,794
12 Student Activities	85	3,794
13 Baseball	80	3,572
14 Wrestling	80	3,572
15 Volleyball	80	3,572
16 Softball	80	3,572
17 Soccer	80	3,572
18 Track	80	3,572
19 Swimming	80	3,572
20 Water Polo	80	3,572
21 Varsity Asst. Football	75	3,349
22 Cross Country	70	3,123
23 Tennis	70	3,213
24 Any Other Assistants	65	2,902

25 The maximum number of Head Coaching stipends is twenty (20) per campus. The
26 maximum number of Head Coach stipends is ten (10) per campus for girls'
27 programs and ten (10) per campus for boys' programs. The number of athletic
28 stipends allocated to each campus will be determined by the approved athletic
29 program and shall be 38 stipends per campus. Beginning 1991/92 and thereafter,
30 the student activity and athletic stipends shall be increased by the same percent as
31 that applied to the salary schedule.

32 B. **Leadership Stipends**

33 The local administrator will designate leadership stipends which will not be
34 less than 2.5 percent nor more than 20 percent of Class III, Step 1. The
35 leadership stipend is ten percent of Class III, Step 1.

1 **APPENDIX A** – (continued)

2 C. **Supplemental Stipends**

3 The local administrator may designate supplemental stipends to meet
4 campus needs from a fund of 10 percent of Class III, Step 1.

5 D. **Retraining Stipends**

6 **Purpose**

7 To encourage employees to volunteer for and pursue retraining to provide
8 service in areas critical to the needs of the District.

9 **Eligibility**

10 An employee covered by this Agreement who is not currently serving in an
11 area designated as a critical need who applies and is approved by the
12 Assistant Superintendent, Human Resources.

13 **Compensation**

14 A stipend of \$2,750.00 will be paid to employees who complete an approved
15 retraining program. The retraining program may include a "retraining
16 teacher" who guides the retraining program. An approved retraining teacher
17 will receive a stipend of \$1,000.00.

18 E. **Hourly Salary**

19 The hourly salary compensation will be divided into two categories to
20 include a "student contact" and "non-student contact" time. Student contact
21 time shall be defined as direct instruction, tutoring, summer school, or any
22 other time that involves employees working directly with students. Non-
23 student contact time shall be defined as professional development,
24 curriculum development, or any other time that does not involve direct
25 student contact.

1 **APPENDIX A** – (continued)

2 The hourly salary for student contact time for the length of the contract will
3 be tied to Step 3, Class II, of the annual salary schedule for student contact
4 time, and Step 1, Class II, of the annual salary schedule for non-student
5 contact time. (Example: Based on the 2009-10 salary schedule, Step 3,
6 Class II, is an annual salary of \$54,354, which equates to \$292.23 per day
7 and \$38.96 per hour for student contact time hourly pay, and Step 1, Class
8 II, is an annual salary of \$49,879, which equates to \$268.16 per day and
9 \$35.76 per hour for non-student contact time hourly pay.)

10 **F. Psychologists' and Speech and Language Pathologists (SLPs) Payment**

11 Psychologists and SLPs employed full time for the full duty year will
12 receive a payment of one thousand one hundred dollars (\$1,100).

13 Psychologists and SLPs employed less than full time and/or less than the
14 full duty year will receive a prorated payment.

15 Beginning 2008-09, and thereafter, this amount shall be increased by the
16 same percent as that applied to the salary schedule.

17 **G. Doctoral Stipend**

18 Eligible employees shall receive an annual stipend of \$1,229 for completion
19 of an approved Ed.D. or Ph.D. program. The doctoral stipend shall be
20 increased by the same percent as that applied to the salary schedule.

21 **H. National Board Certification Stipend**

22 The District agrees to provide an annual stipend in the amount of \$1,000 for
23 teachers who achieve National Board Certification.

24
25
26 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 9/6/05; 11/24/08

1 **APPENDIX A** – (continued)

2

3 **SALARY SCHEDULE: 2008/09**

11:48 AM 2/26/2009

**2008/09 CERTIFICATED SALARY SCHEDULES
EFFECTIVE JULY 1, 2008
2.69% INCREASE**

CERTIFICATED	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	JROTC		
	BA w/o CRED	BA w/ CRED	BA + 45 or MA	BA + 60 or MA + 15	BA + 60 w/MA or MA + 30			
Step						Step	Step	Range 1
1	\$49,879	\$52,938	\$56,867	\$60,567	\$64,625	1	1	\$52,938
2	52,115	55,236	59,235	62,988	67,145	2	2	54,261
3	54,354	57,536	61,606	65,416	69,666	3	3	55,618
4	56,587	59,841	63,969	67,851	72,196	4	4	57,008
5	58,825	62,134	66,330	70,285	74,709	5	5	58,434
6	61,075	64,434	68,706	72,709	77,215	6	6	59,894
7	63,314	66,734	71,072	75,135	79,720	7	7	61,392
8	65,555	69,033	73,453	77,565	82,219	8	8	62,927
9	67,788	71,331	75,801	79,988	84,712	9	9	64,500
10		73,637	78,185	82,422	87,221	10	10	66,112
11		75,930	80,541	84,845	89,713	11	11	67,765
12		78,231	82,925	87,267	92,090	12	12	69,459
13		80,527	85,298	89,699	94,715	13	13	71,196
							14	72,976
							15	74,800
							16	76,670
17**			89,008	93,513	98,743	17**	17	78,587
							18	80,551
							19	82,565
20**			92,711	97,487	102,939	20**	20	84,629
							21	86,745
							22	88,914
23**			96,642	101,630	107,313	23**	23	91,137

** PROFESSIONAL CAREER INCREMENTS will be granted to eligible staff members in class IV, V, & VI at the beginning of 17, 20, & 23 years of paid certificated service.

UP TO EIGHT YEARS OF VERIFIABLE FULL-TIME K-12 CONTRACT SERVICE is accepted allowing initial salary schedule placement on step nine (9).

Duty Days:
New teachers 188 (8/22/08 - 6/12/09)
Returning teachers 186 (8/26/08 - 6/12/09)

Board approved: 11/24/2008

4

1 **APPENDIX B: NEGOTIATION GROUND RULES**

2 **GROUND RULES FOR COLLECTIVE BARGAINING TEAMS**

3 **Sessions:** The dates, times, and length of negotiating sessions for the next two negotiating
4 sessions are to be mutually agreed upon at the end of each session. The Collective
5 Bargaining Team and the Board Representative's Team agree to negotiate in good faith and
6 to meet as frequently as necessary to achieve a contract in the shortest possible time.

7 **Location of Negotiating Sessions:** Fullerton Joint Union High School District Office,
8 1051 West Bastanchury Road, Fullerton, California 92833-2247.

9 **Released Days:** A maximum of one-hundred (100) days of released time for negotiation
10 sessions will be provided by the District for the Collective Bargaining Team to meet and
11 negotiate with no loss in compensation.

12 **Spokespersons:** The chairperson of either team may designate anyone to speak on behalf
13 of his or her team.

14 **Caucuses:** A caucus may be called by either side at any time except at the beginning of the
15 session.

16 **Records of Sessions:** No official minutes shall be kept. It will be the responsibility of
17 each party to maintain its own record of the sessions.

18 **Proposals and Counterproposals:** All proposals and counterproposals shall be in writing
19 whenever possible.

20 **Tentative Agreements:** Tentative agreements reached shall be reduced to writing, dated,
21 and signed by the Chairperson of the Collective Bargaining Team and by the Board's
22 Representative.

23 Copies of all signed tentative agreements will be distributed to all members of the
24 negotiating teams.

25 **Use of Telephone:** The use of a telephone in privacy, during the negotiating sessions, will
26 be provided by the District.

1 **APPENDIX B: NEGOTIATION GROUND RULES**

2 **GROUND RULES FOR COLLECTIVE BARGAINING TEAMS** – (continued)

3 **Caucus Room:** The District will make available a private room for caucuses held by the
4 Collective Bargaining Team.

5 **Use of a Copying Machine:** The use of a copy machine at the Education Center will be
6 made available to the Collective Bargaining Team Chairperson, Vice-Chairperson, or the
7 FSTO Bargaining Team to reproduce materials to be used during collective bargaining
8 sessions. No charge will be made for reproduced materials to be distributed to both teams
9 during negotiating sessions. Reproduced materials not distributed to both teams shall be
10 paid by the FSTO.

11 **Use of Reference Material:** Use of reference material, such as California Codes and the
12 California Administrative Code, will be provided for the Collective Bargaining Team
13 within the guidelines for information.

14 **Requests for Information:** All typewritten or printed material, reports, or other
15 information necessary for negotiations shall be requested orally or in writing by either
16 Chairperson from his or her counterpart. Requested information will be delivered as
17 mutually agreed.

18 **Consultants:** Either team may be assisted by no more than seven consultants per
19 negotiating session as needed to advise and/or represent the group at the direction of the
20 Team Chairperson. Negotiating sessions are not open to the general public. The general
21 public is defined as anyone outside the membership of the bargaining teams, or their
22 substitutes, and the consultants.

23 //

24 //

25 //

26 //

27 11/15/76; 10/30/85; 9/16/86

1 **APPENDIX C: CONSULTATION PROCEDURES**

2 Prior to a change in District policy regarding definition of educational objectives,
3 the determination of the content of courses and curriculum, and the selection of textbooks,
4 the Superintendent or designee will notify the Association for purposes of consultation.

5 Requests from the Association to consult in regard to the definition of educational
6 objectives, the determination of the content of courses and curriculum, and the selection of
7 textbooks are to be submitted in writing to the Assistant Superintendent, Educational
8 Services.

9 The request is to indicate the nature of the area about which consultation is desired
10 and identification of the person(s) who will represent the Association in the consultation.

11 The Assistant Superintendent, Educational Services, will assign the request to the
12 appropriate group(s) or person(s).

13 The consultation process shall be conducted with the person(s) at a regular meeting
14 of the group(s) and shall not exceed the legal decision-making limitations of the
15 individual(s) or group(s) with whom the consultation takes place.

16 The consulting parties shall report the results of the consultation to the
17 Superintendent, or designee who is an administrator.

18 //

19 11/15/76; 10/30/85; 9/16/86

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1 **APPENDIX D: BULLETIN BOARD PROCEDURES**

2
3 FULLERTON JOINT UNION HIGH SCHOOL DISTRICT _____

4 Education Center

5
6 TO: All Administrators

7 FROM: Human Resources

8 SUBJECT: Bulletin Board Guidelines dated September 10, 1976

9
10 GUIDELINES

11
12
13 Any person desiring to have information posted on a District bulletin board shall
14 provide to the location administrator (director/principal) one (1) copy of the
15 material to be posted "prior" to the placement of the material on the bulletin board.

16
17 All posted materials must be dated and list the name of the person who requested
18 the material be posted and the name of the organization being represented.

19
20 Unauthorized, obscene, or defamatory posted material shall be promptly removed
21 and destroyed by the location administrator. Each bulletin board should be
22 periodically reviewed for outdated material to assure that adequate space is
23 available for material that must be posted upon such bulletin boards (i.e., OSHA,
24 pay periods).

25
26 Questions regarding the above should be directed to the Assistant Superintendent,
27 Human Resources.

28
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34
35 11/15/76; 9/16/86; 9/10/02; 11/24/08

1 APPENDIX E: Certification of Representative

State of California
EDUCATIONAL EMPLOYMENT RELATIONS BOARD

Fullerton Union High School Dist.	Employer	Type of Election (Check One)
and Fullerton Secondary Teachers Assoc. California Teachers Association	Employee	
National Education Association	Organization	<input checked="" type="checkbox"/> Consent Agreement
and Fullerton Federation of Teachers American Federation of Teachers Local 2291 AFL-CIO	Employee Organization	<input type="checkbox"/> Board Direction
		Docket No.

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Educational Employment Relations Board in accordance with the Rules and Regulations of the Board; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor:

Pursuant to authority vested in the undersigned by the Educational Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

Fullerton Secondary Teachers Association, California Teachers Association, National Education Association

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below.

UNIT: **Teachers (Full-time, Part-time and on leave), Librarians and Nurses**

RECEIVED

Signed At **Sacramento**
On the **21st** day of **June** 19**76**

RECEIVED
JUN 28 1976

On behalf of
EDUCATIONAL EMPLOYMENT RELATIONS BOARD

Charles Cole

Executive Director

EERS Form
6/74

PERSONNEL

- 2
- 3
- 4
- 5

APPENDIX E: Certification of Representative (Continued)

STATE OF CALIFORNIA

GEORGE DEUKMEJIAN, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, <p style="text-align: right;">Employer,</p> and FULLERTON JOINT UNION HIGH SCHOOL DISTRICT PERSONNEL & GUIDANCE ASSOCIATION, <p style="text-align: right;">Employee Organization,</p> and FULLERTON SECONDARY TEACHERS ORGANIZATION, <p style="text-align: right;">Employee Organization.</p>

Type of Election

Consent Agreement

Board Directed

RD Directed

Case Number: LA-D-187
(LA-R-718)

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of May 25, 1986 that a majority of the valid ballots has been cast for

FULLERTON SECONDARY TEACHERS ORGANIZATION

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

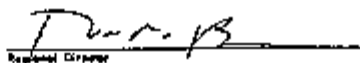
Shall INCLUDE: All counselors and psychologists

Shall EXCLUDE: All other certificated employees and all managerial, supervisory and confidential employees.

Signed at Los Angeles, California

On the 27th day of May, 1986

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD


Regional Director

1986-05-27 09:00 AM

1 **APPENDIX F: AGREEMENTS BETWEEN FSTO AND THE DISTRICT:**

2
3 2008/09

4 2009/10

5 2010/11

6
7
8 2008/09

- 9 • The 2008/09 salary schedule, Appendix A, shall be increased by 2.69 percent over
10 the 2007/08 salary schedule. If cuts are made to the District's base revenue limit
11 during the year, after the adoption of the state budget, a corresponding similar
12 percentage shall be reduced from the subsequent year's salary schedule increase,
13 if any. As of October 20, 2008, the Deficit Factor is 4.713 percent. When the
14 District receives restoration of deficit funding, the first 3.0 percent of deficit
15 funding restored will not be included when calculating salary increases. Should
16 the Deficit Factor increase above the three percent, the difference, when restored
17 to the BRL, shall be included as a factor for salary calculations.

- 18
19 • The District's 2009 calendar year expenditure for the insurance plans shall be
20 capped at an amount not to exceed one hundred ten percent (110%) of the
21 District's 2008 calendar year average actual costs per employee. Any costs above
22 the District maximum contribution will be paid by unit members through payroll
23 deduction. Any remaining monies in the health and welfare fund not spent on
24 insurance costs in the 2009 calendar year shall be carried over through the term of
25 the agreement for use as needed in subsequent year to mitigate average insurance
26 costs per employee.

27
28 2009/10

- 29 • The 2008/09 salary schedule, Appendix A, shall be increased by the funded factor
30 received from the state used to increase the District's Base Revenue Limit (BRL)
31 calculation, effective, July 1, 2009, plus one percent. If cuts are made to the
32 District's base revenue limit during the 2008/09 Fiscal Year a corresponding
33 amount shall be reduced from the District's BRL calculation, effective July 1,
34 2009, received from the State for the 2009/10 Fiscal Year and that amount will be
35 applied to the salary schedule increase, if any.

- 36
37 • The District's 2010 calendar year expenditure for the insurance plans shall be
38 capped at an amount not to exceed one hundred ten percent (110%) of the
39 District's 2009 calendar year average actual costs per employee. Any costs above
40 the District maximum contribution will be paid by unit members through payroll
41 deduction. Any remaining monies in the health and welfare fund not spent on
42 insurance costs in the 2010 calendar year shall be carried over through the term of
43 the agreement for use as needed in subsequent year to mitigate average insurance
44 costs per employee.

1 **APPENDIX F: AGREEMENTS BETWEEN FSTO AND THE DISTRICT:**

2 (Continued)

3
4 2010/11

- 5
- 6 • The 2009/10 salary schedule, Appendix A, shall be increased by the funded factor
7 received from the State used to increase the District's BRL calculation, effective
8 July 1, 2010, plus one percent. If cuts are made to the District's base revenue
9 limit during the 2009/10 Fiscal Year a corresponding amount shall be reduced
10 from the District's Base Revenue Limit (BRL) calculation, effective
11 July 1, 2010, received from the state for the 2010/11 Fiscal Year and that amount
12 will be applied to the salary schedule increase, if any.
13
 - 14 • The District's 2011 calendar year expenditure for the insurance plans shall be
15 capped at an amount not to exceed one hundred ten percent (110%) of the
16 District's 2010 calendar year monthly average actual costs per employee. Any
17 costs above the District maximum contribution will be paid by unit members
18 through payroll deduction. Any remaining monies in the health and welfare fund
19 not spent on insurance costs in the 2011 calendar year shall be placed into the
20 fund for retirees' health and welfare benefits (GASB 45).
21
 - 22 ▪ The Peer Assistance and Review Joint Committee members shall receive a \$1,500
23 annual stipend.
24
 - 25 ▪ JROTC instructor salary schedule has been developed, which includes
26 compensation for an Associate, Bachelor, or Master degree. Should a JROTC
27 instructor earn a single subject teaching credential, they may be placed on the
28 District's Certificated Salary Schedule.
29
 - 30 ▪ During the period of July 1, 2008, through June 30, 2011, any changes in State
31 law which result in a negative fiscal impact on the District in the employee benefit
32 areas negotiated under the contract shall be paid by the employees securing the
33 benefit, or if this is not feasible, converted to a percentage of the total
34 compensation package and adjusted from the subsequent year's salary schedule.
35
 - 36 ▪ During the period of July 1, 2008, through June 30, 2011, should any
37 responsibilities be shifted from another agency to the District, or an increase or
38 decrease in ongoing unrestricted income by an amount in excess of 1.25 percent
39 of the budgeted Unrestricted General Fund, either party may request to reopen
40 bargaining to negotiate the impact of such change to both parties.

1 **APPENDIX F: AGREEMENTS BETWEEN FSTO AND THE DISTRICT:**
2 (Continued)

3
4 2010/11 (continued)

- 5
6
7 ▪ During the period of July 1, 2008, through June 30, 2011, if the State's present
8 contribution to STRS (or PERS, if applicable) is shifted to school districts,
9 employees in the STRS (or PERS) system will pay the increased amount
10 through payroll deduction. Likewise, if legislation passes which requires the
11 funding of retiree health benefits with ongoing dollars, the employees who
12 qualify for retiree health benefits or who are eligible, but not yet vested, will
13 pay the increased amount through payroll deductions.
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49 6/3/96; 9/14/99; 9/10/02; 9/6/05; 11/24/08
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