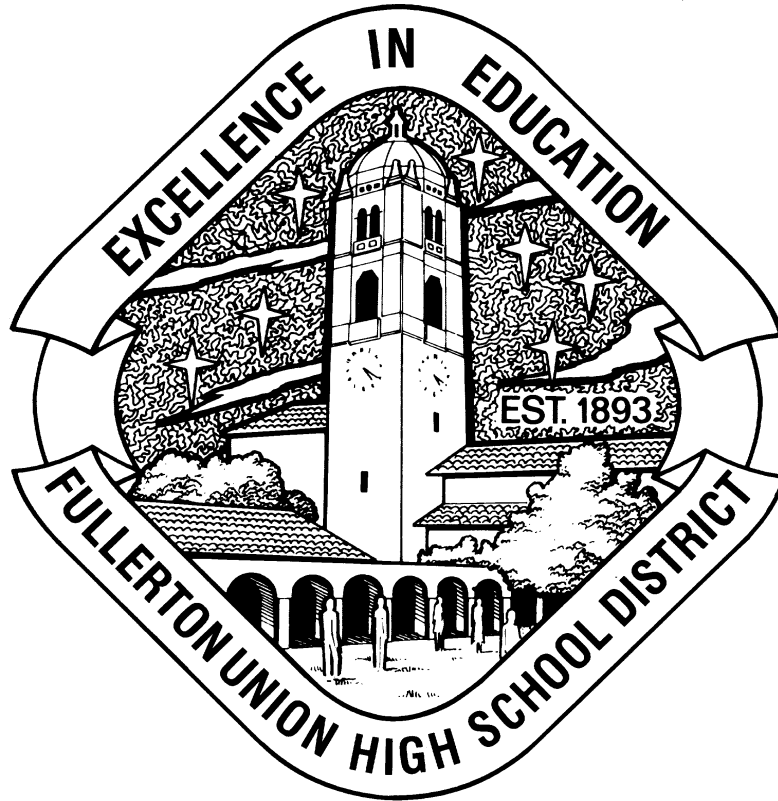


FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

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FULLERTON SECONDARY TEACHERS ORGANIZATION

AGREEMENT 2020 – 2022

1 AGREEMENT
2 BETWEEN THE
3 FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
4 AND
5 FULLERTON SECONDARY TEACHERS ORGANIZATION/CTA/NEA
6 2020-2022
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10 BOARD OF TRUSTEES

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13 Marilyn Buchi
14 Robert N. Hathaway
15 Joanne Fawley
16 Andy Montoya
17 Robert Singer, Ph.D.
18

EXECUTIVE BOARD

John Marvin, President
Angie Cencak, Vice President
Tanya Antunovich, Secretary
Joan Ke, Treasurer
Earl Bench, BPHS
Dave Kegley, FUHS
Brian Johnson, LHHS
Lisa Valdes, LSHS
Al Rabanera, LVHS
Myra Deister, SHHS
Tim Roach, SOHS
Jerry Benner, TRHS
Mike Reid, TRHS

27 SUPERINTENDENT OF SCHOOLS

28 V. Scott Scambray, Ed.D.
29 Superintendent
30
31

32 NEGOTIATING TEAM

33
34 Ed Atkinson, EC
35 Board of Trustees
36 Representative
37 Joan Velasco, EC
38 Sylvia Kaufman, EC
39 Karl Zener, EC
40 Will Mynster, TRHS
41 Scott Huffman, EC
42 Steve Zamora, EC
43
44

NEGOTIATING TEAM

Mike Reid, Chairman
John Bowen, BPHS
Becky Villegas, LSHS
Joe D'Amelia, SOHS
Magdalena Villalba, FUHS
Angie Cencak, FSTO president,
Jim Rogers, NOCUT/CTA

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1 **ARTICLE I: AGREEMENT**

2
3 This is an Agreement made and entered into this 9th day of April, 2021, between the
4 Fullerton Joint Union High School District (hereinafter referred to as "District") and the
5 Fullerton Secondary Teachers' Organization, the California Teachers' Association and the
6 National Education Association (hereinafter referred to as "Association").

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24 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;
25 2/21/12; 9/24/13; 5/20/16; 4/3/18; 4/9/21

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, deans, 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, sexual orientation, gender identity, age or
9 economic status.

10 11/15/76; 10/10/83; 9/16/86; 5/12/88; 11/24/08; 5/20/16

11

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 for certificated staff.

11 **"Non-Instructional Duty Day" -**

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

15 **"Employee" -**

16 A member of the bargaining unit that is represented by the Association.

17 **"Home-Based Service" -**

18 Services rendered at an office to be maintained at the employee's residence.

19 **"Full-Time Employee" –**

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

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

2 A full-time teaching employee at the Continuation High School is normally assigned to
3 a six-sixth teaching schedule. In addition to a six-sixth teaching schedule, full-time
4 teaching employees will normally have ten preparation periods weekly. A preparation
5 period is normally equivalent in time to a teaching period.

6 A full-time teaching employee at the Alternative Education program is normally
7 assigned to a five-fifths teaching schedule, similar to a comprehensive high school. In
8 addition to a five-fifths teaching schedule, full-time employees will normally have five
9 preparation periods weekly.

10 **“Part-Time Employee” –**

11 A part-time employee is assigned to a less than five-fifths teaching schedule. For
12 purposes of determining the work day for part-time teaching employees, one-fifth is
13 equal to one-and one-half hours of daily service.

14 **Hourly Employee" -**

15 An hourly employee is a teacher, nurse, counselor, psychologist, speech and language
16 pathologist, or librarian who is paid on an hourly basis for service as a teacher, nurse,
17 counselor, psychologist, speech and language pathologist, or librarian as approved by
18 the Board of Trustees.

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

20 A teacher whose assignment, or a portion thereof, does not require classroom duties on
21 a daily basis.

22 **"Immediate Family" -**

23 The mother, father, grandmother, grandfather, or a grandchild of the employee or of the
24 spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law,
25

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

2 brother, sister, current brother-in-law, current sister-in-law of the employee, or any
3 relative of the employee who is a member of the immediate household of the employee.

4 **"Superintendent" -**

5 The chief executive and administrative officer of the District.

6 **"Board" or "Board of Trustees" -**

7 The governing board of the District which is the public school employer of the
8 employees covered by this Agreement.

9 **"Evaluator" -**

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

12 **"Immediate Administrator" -**

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

14 **"Local Administrator" -**

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

17 **"School Personnel" -**

18 all persons employed by the District.

19 **"Emergency" -**

20 an unforeseen occurrence requiring immediate action.

21 **"Administrative Appointments" -**

22 may include individual employees, or employees in groups, such as department, or
23 faculty meetings.

24

25

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

2 **“Special Education Case Carrier” –**

3 a certificated staff member whose primary duty is to complete Individual Education
4 Program (IEP) paperwork and testing, to facilitate IEP meetings, and to support
5 students receiving IEP modifications, accommodations, and services.

6 **“District Curriculum Coach” –**

7 a certificated teacher who has been selected by the District to provide academic and
8 curricular support to unit members.

9 2/3/92; 9/14/99; 11/24/08; 2/21/12; 5/20/16

1 **ARTICLE IV: HOURS OF EMPLOYMENT**

2 **Work Week**

3 The work week for all full-time employees shall be not fewer than forty (40) hours,
4 rendered in school-based and home-based services per week.

5 Prior to performing extra duties, the scope of the expected duties and any compensation
6 therein, must be articulated to the unit member by the immediate supervisor prior to any work
7 being initiated.

8 Employees may leave campus at the end of the regular student day if there are no student,
9 parent, or administrative appointments. Employees assigned to teach regular classes on more
10 than one campus each day will have their duty hours assigned by the Superintendent, or
11 designee, so that the school-based services, including travel between schools, do not exceed the
12 other provisions of this Article.

13 Counselors, speech and language pathologists, psychologists, librarians, nurses, special
14 education case carriers, TOSAs, and other employees assigned duties which do not normally
15 require that they meet regularly with classes of students shall normally have an eight-hour duty
16 day.

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

21 All employees shall have as part of their normal duty day a thirty (30) minute duty-free
22 lunch.

23 On the Semester's Records Day the work day will be four (4) hours for employees who have
24 properly completed and submitted grades and/or other reports. On the last non-instructional duty
25

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

2 day, employees will be released from service upon completion of the checkout process and the
3 submission of all grades and other reports. In addition to the weekly service requirement described
4 above, an employee shall be responsible, under the direction of his/her immediate
5 administrator, for duties normally associated with the education profession, including but not limited
6 to: parent conferences, faculty and department meetings, open houses, back-to-school nights,
7 emergency substitute teaching duties and other professional obligations that may require the
8 employee to be available outside the school day. Recognizing that the educational process is
9 enhanced by cooperation between parents and school staffs, teachers and other employees shall
10 encourage individual contacts with parents and students by being available to them-with reasonable
11 notice-before and after the regular school day.

12 Other duties, such as student supervision and school-sponsored activities, will be made
13 available for employees to select, at a time determined by each site, during the first two contract duty
14 days each year. Each campus will use an equitable system that covers all campus unit members. A
15 Joint Administration/FSTO Co-Curricular Committee will be established on each school site to
16 establish an equitable system and review the activities and assignments of points annually. Duties
17 will be assigned as equitably as possible. Employees assigned to more than one campus each day
18 will not be assigned such other duties beyond the normal hours of service. Local administrators will
19 not assign employees to evening dances, musical programs, or drama productions unless such duty is
20 related to their class assignments; however, an employee who volunteers for such duty may request
21 that the Joint Site Administration/FSTO Co-curricular Committee assign them points for said duties
22 and the Committee may assign those points. Unassigned time within the work day will only be
23 assigned by mutual consent of employee and principal/designee.

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

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

6 The Association recognizes that careful observance of duty hours is essential to fulfilling
7 professional duties and maintaining community respect. Individual unit members are expected to be
8 punctual in meeting their assigned hours and to complete grades, attendance, and other reports
9 according to the established timelines. In the event that an employee is not fulfilling this obligation,
10 the employee will be provided an oral warning and, if necessary a written notice. If further action is
11 necessary, the supervisor may submit a recommendation for disciplinary action to the
12 Superintendent, or designee, with a copy to the employee. The Superintendent, or designee, will
13 review the recommendation and the employee's response, if any, and may specify a penalty of up to
14 a maximum of one day's pay. No unit member shall be disciplined without just cause. All
15 information and proceedings shall be kept confidential.

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

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

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

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

3 The Association and Administration supports efforts to balance class size. Employees
4 contemplating variations from regular full-time employment should contact the Human
5 Resources Office to discuss their interests. The administration may give priority over other
6 provisions of the contract to employees who:

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

8 Request to teach one more class in the fall semester and one less class in the spring
9 semester;

10 Retire effective at the end of the fall semester;

11 Request a leave of absence for the spring semester;

12 Request a part-time assignment for spring semester.

13 **Shared Assignments (Job Sharing)**

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

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

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

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

25

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

2 **Special Education Release Time**

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

8 **Extra Fifths**

9 First Consideration

10 Part-time employees shall be given first consideration of additional fifths/full-time assignments
11 (for which they are qualified) if such additional fifths/full-time assignments become available.

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

- 14 1. The administration will determine if there is a vacancy for an additional teaching
15 period to be added to a full-time teacher's assignment.
- 16 2. The administration will notify the staff when there is an additional teaching period
17 available.
- 18 3. The additional teaching period criteria will include: credentialing and success in
19 previous and present assignments. If all relevant criteria from the above list are
20 equal, District seniority shall be the determining factor. An employee who is denied
21 the teaching period will be provided a written rationale statement on how the
22 relevant criteria was applied if so requested by the employee.
- 23 4. The chosen teacher will be offered a six/fifth (6/5) contract for the designated
24 period of time.

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

2 5. A teacher cannot be on six/fifth (6/5) contract for more than two consecutive
3 semesters unless mutually agreed upon by representatives of the Association and
4 the District.

5 6. No more than five (5) 6/5 contracts shall be offered on any one campus during a
6 specific semester.

7 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;

8 9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16; 4/3/18

9

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 (3) 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 Counselors will work 191-days and first-year counselors will work 193 days, as long as
19 State funding is available. The additional five days will be worked at the beginning of the
20 instructional year. Counselors may modify their work schedule for the first five days by working
21 half days, up to a maximum of ten half days, at their request.

22 **JROTC Instructors**

23 JROTC instructors will work twelve (12) months, as long as Federal Military Instructor
24 Pay (MIP) provides for ½ of the salary for a twelve (12) month instructor. According to official
25 notification from the U.S. Military, there are provisions for a reduced work year for JROTC

1 **ARTICLE V: WORK YEAR (continued)**

2 instructors hired after January 1, 2015. As of January 5, 2015, for the Army, and effective for
3 the 2014/15 academic school year, for Air Force, the military will provide funding for ten (10)
4 month JROTC instructors hired after January 1, 2015.

5 Army and Air Force JROTC instructors hired after July 1, 2015, will work eleven (11)
6 months, as long as Federal Military Instructor Pay (MIP) provides funding for ½ of the salary for
7 a ten (10) month instructor. The District currently pays for one-half (1/2) of the salary
8 throughout the school year covering twelve months. In response, the District will support an
9 eleven (11) month work year.

10 As of September 29, 2015, the Navy continues to provide funding for twelve (12) month
11 NJROTC instructors. Should the District receive notification of a change in months from the
12 U.S. Military, the number of workdays for NJROTC instructors will be adjusted as outlined
13 above.

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24 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;
25 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 11/24/08; 2/21/12; 5/20/16

1 **ARTICLE VI: COMPENSATION**

2 A. **Salary Schedule**

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

5 Effective for the 2020/21 Fiscal Year

6 The 2020/21 salary schedule, Appendix A, shall reflect a 4% increase over the 2019/20
7 salary schedule. In 2021/22, The final year of this two-year contract, the two parties agree to
8 automatically reopen ARTICLE VI: COMPENSATION and APPENDIX A for a limited
9 negotiation.

10 B. **Initial Placement**

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

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

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

2 **C. Units of Credit**

3 One semester unit of college credit from an accredited institution. The formula for
4 converting quarter units to semester units is: Quarter units x 2 ÷ 3 = semester units

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

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

14 **E. Placement**

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

18 **F. Master's Degree**

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

22 **G. Adjustments**

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

25 Requests for a September 1 adjustment shall be submitted by the first week of

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

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

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

9 For JROTC teachers, in addition to annual adjustments on the salary schedule,
10 additional step adjustments will be made if their salary step goes below their MIP, as long
11 as MIP guidelines are stated in governmental contract.

12 Effective January 5, 2015, the Army and Air Force have reduced the work year of newly
13 hired JROTC instructors from twelve (12) months to ten (10) months and therefore, the annual
14 salary (Appendix A – JROTC) and work year shall be adjusted accordingly for all Army and Air
15 Force JROTC instructors hired after July 1, 2015, to that of an eleven (11) month instructor. In
16 the event that the Navy notifies the District of a similar reduction in work year for all NJROTC
17 instructors hired after July 1, 2015, the compensation for Naval JROTC instructors will also be
18 adjusted to an eleven (11) month Instructor.

19 **H. Professional Career Increment**

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

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

2 I. **Step and Column**

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

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

10 J. **Split Assignments**

11 Employees assigned to teach regular classes on more than one campus each day
12 for the entire school year may choose compensation for actual mileage, or access to a
13 District vehicle, or an annual travel stipend in the amount of \$1,400, which is reviewed
14 annually. Employees assigned to teach regular classes on more than one campus each day
15 for less than the full school year will receive a prorated stipend based on duty days. This
16 provision includes nurses whose duties require regular service at more than one site.

17 K. **JROTC**

18 JROTC teachers will receive an annual stipend of \$500 for an Associate degree,
19 \$1,000 for a Bachelor degree, and \$3,000 for a Master degree. These stipends shall not be
20 accumulative.

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

23 L. **Counselors**

24 Counselors' work year is 191 days; except the work year for first-year counselors is
25 193 days, as long as State Funding is available. The additional five days will be paid at

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

2 their per diem rate and will be considered as part their base salary provided State
3 supplemental counseling funds are available.

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23 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; 0/10/02;

24 9/6/05; 11/24/08; 2/21/12; 5/20/16; 4/3/18; 4/9/21

25

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

2 **Insurance Plans**

3 For the period of January 1, 2021, through December 31, 2022, the District will
4 provide each qualified employee with hospital, accident, major medical, vision, and
5 dental insurance plans for employees and dependents, and life insurance for employees.
6 Employees who work at least a 60 percent assignment shall qualify for insurance
7 benefits.

8 The District's maximum contribution will be 100% Kaiser Plan A or 100% HMO
9 Plan A or the District provided equivalent. The District will provide a maximum
10 contribution of 86.75% for the PPO Plan A or the District equivalent. Any cost above the
11 District maximum contribution will be paid by the unit members through payroll
12 deduction.

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

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

23

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

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

9 Unit members and retirees with a spouse or registered domestic partner covered
10 by the District insurance plan prior to January 1, 2015, shall be required to designate one
11 unit member as the sole insured. Only one of the parties is eligible for the District
12 insurance plan. In exchange, the District will provide \$2,500 annually, to each employee,
13 subject to deductions and withholdings.

14 Employee life insurance is \$50,000. Employees may apply for supplemental life
15 insurance coverage. The Supplemental coverage premium is to be paid through payroll
16 deduction.

17 **Retired Employees: Insurance Benefits**

18 Employees hired prior to July 1, 2011, who at age 55, 56, or 57 retire under the State
19 Teachers' Retirement System (STRS) after ten (10) years of service in the District will
20 receive the Group Medical (Hospitalization, Accident, Major Medical), Vision, Dental and
21 Life Insurance Plans, as provided for regular full-time teaching employees. Employees hired
22 after July 1, 2011, who at age 55, 56, or 57 retire under the State Teachers' Retirement
23 System (STRS) after fifteen (15) years of service in the District will receive the Group
24 Medical (Hospitalization, Accident, Major Medical), Vision, Dental and Life Insurance
25 Plans, as provided for regular full-time teaching employees. Medicare eligible retirees,

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

2 spouses and/or registered domestic partners shall utilize Medicare as their primary insurance.
3 This benefit will cease for the retiree and his/her dependents upon the death of the employee,
4 or at age 65, whichever occurs first.

5 For Employees hired prior to July 1, 2011, Group Medical (Hospitalization, Accident,
6 Major Medical) Insurance as provided for regular full-time teaching employees will be paid
7 by the District for each employee, age 58 or older, who retires under the State Teachers'
8 Retirement System (STRS) after ten (10) years of service in the District. For employees
9 hired after July 1, 2011, Group Medical (Hospitalization, Accident, Major Medical)
10 Insurance as provided for regular full-time teaching employees will be paid by the District
11 for each employee, age 58 or older, who retires under the State Teachers' Retirement System
12 (STRS) after fifteen (15) years of service in the District. Medicare eligible retirees, spouses
13 and/or registered domestic partners shall utilize Medicare as their primary insurance. This
14 benefit will cease for the retiree and his/her dependents upon the death of the employee, or at
15 age 65, whichever occurs first.

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

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23 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;
24 9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16; 4/3/18; 4/9/21

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

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

2 appropriate salary warrants for payment of the employee's salary and shall deduct normal
3 retirement, other authorized contributions, and the temporary disability indemnity, if any,
4 actually paid to and retained by the employee for periods covered by such salary
5 warrants.

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

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

15 C. **Jury Duty Leave and Official Appearance Leave**

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

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

21 **Procedure** - The employee seeking an official Jury Duty Leave shall submit a request
22 accompanied by the official order for an approved absence to the employee's immediate
23 administrator. Such request shall be submitted not less than ten (10) days prior to the
24 beginning date of the leave. An employee who receives a jury duty notice during the
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1 **ARTICLE VIII: LEAVES** – (continued)

2 school year may request a postponement of jury duty from a work day (or days) to a non-
3 work day (or days) and will receive substitute teacher pay rate for each day the employee
4 is on jury duty during the non-work days.

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

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

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

14 D. **Unpaid Personal Leave**

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

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

18 **Procedure** - An employee seeking an approved Personal Leave of Absence shall submit
19 a request, including the reasons and any supporting information related thereto, and the
20 duration of the requested leave. The employee shall submit the request to the
21 Superintendent, or designee, normally not less than five (5) work days prior to the
22 beginning date of the leave. The decision of the Superintendent, or designee, for
23 approval or denial of these requests shall be final.

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

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

24

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.

25

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

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

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

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
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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 G. **Sick Leave**

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

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

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

6	Regular Sick Leave	Bonus Sick Leave	Net Change in Unit
7	Days Used	Days Credited	Member's Sick Leave
8			
9	0	2	12
10	1	2	11
11	2	2	10
12	3	0	7

13
14 Days donated to the Catastrophic Leave bank will not count as days used for
15 purposes of calculating bonus days.

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

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

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

28

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

2 **Compensation** - Any unused Sick Leave credit may be used by the employee for sick
3 leave purposes without loss of compensation. Upon exhaustion of all accumulated sick
4 leave credit, an employee who continues to be absent for purposes of this policy shall
5 receive 50 percent differential pay for up to one hundred (100) additional days as
6 provided below:

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

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

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

2 H. **Pregnancy Disability & Parental Leaves**

3 Pregnancy Disability and Parental Leaves will be provided in accordance with existing
4 law.

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

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

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

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

8 K. **Catastrophic Sick Leave Bank**

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

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

23 The term "catastrophic" shall refer to an acute, prolonged and/or life-threatening
24 injury or illness that requires extended hospitalization and/or threatens serious residual
25 disability which results in the employee's inability to work.

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

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

5 An employee may donate up to five (5) days of leave to the Bank annually, so
6 long as the minimum number of accumulated sick leave days available in the employee’s
7 own sick leave account does not fall below ten (10) days at the time of donation. Should
8 the Bank reach six hundred (600) days prior to the enrollment/ donation period, only
9 employees wishing to become new members will be required to make a donation for that
10 school year. The donation of sick leave by the employee shall be irrevocable. New
11 probationary bargaining unit members may donate one (1) day during their first
12 probationary year. For the 2021/22 school year, any existing employee that is not
13 currently a member of the catastrophic leave bank may join by donating one (1) of their
14 ten (10) available sick leave days during the enrollment period.

15 The FSTO shall administer the Bank program and share all information with the
16 District. The unit member shall file a “Certificated Sick Leave Bank Deposit Form” with
17 the FSTO Office. A donation to the Bank shall be a general donation and shall not be
18 considered a donation for a specific employee’s exclusive use. An employee may only
19 donate sick leave through the Catastrophic Sick Leave Bank.

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

23 Bargaining unit members may join the Bank during the District’s annual medical
24 benefits open enrollment period held each August by donating a minimum of one (1)
25 available sick day. However, if deemed necessary, the CECLBC (Certificated Employee

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

2 Catastrophic Leave Bank committee) may call for an additional donation period in which
3 existing members of the Bank may donate up to the yearly maximum.

4 An employee or designee wishing to use this Bank shall submit a “Certificated
5 Sick Leave Bank Request for Withdrawal Form.” This form shall be submitted to the
6 Human Resources Office. The request shall clearly state the details of the catastrophe
7 and the amount of sick leave requested. Appropriate written verification of the
8 catastrophic illness or injury must be included with the request. The employee should be
9 prepared to provide additional documentation on the nature and severity of the illness or
10 injury, if requested. The Human Resources Office shall disseminate the Request Form to
11 the CECLBC members and call a Committee meeting immediately.

12 The CECLBC shall consider the request of the employee within ten (10) calendar
13 days of the request being filed with the Human Resources Office. The Committee shall
14 consist of three members selected by the Association and two Administrators appointed
15 by the Superintendent. Approval of the request shall require a majority vote of the voting
16 Committee members. The decision of the Committee shall be final. Committee
17 members shall be selected annually prior to September 1.

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

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

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

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

5 During September of each year, the FSTO Office shall provide the Assistant
6 Superintendent, Human Resources, with a statement specifying the number of days
7 available as of September 1 of that year and the number of days used in the previous year.
8 During September of each year the District and FSTO shall reconcile the list of
9 participants in the program.

10 Donated days not used in any given year shall be carried over for use in the
11 subsequent year and shall remain a part of the Bank. If in any given year, the number of
12 days in the Bank fall below one hundred (100), the Committee will notify the association
13 of the need for additional donated days.

14 Hold Harmless: The Association agrees that it will not file, on its own behalf or
15 on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any
16 attempt by a unit member to retrieve donated sick leave used by another unit member
17 pursuant to this provision. The Association also agrees that it will not file, on its own
18 behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind,
19 which attempts to challenge in any way the legality or implementation of this Section.

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24 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; 2/21/12;

25 9/24/13; 5/20/16; 4/9/21

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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 part-
19 time status.

20 The request for part-time employment must be exercised at the request of the
21 employee and formalized by CALSTRS approval and a written agreement prior to the period
22 of reduced service at the beginning of the school year. The Superintendent or designee and
23 the employee concerned shall mutually agree to the conditions of reduced service. The
24 option of part-time employment can be revoked only by the mutual consent of the employer
25 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 if it is offered. Eligible employees
21 for this Plan shall have reached the age of 55 years and have been employed full time as
22 an employee for at least ten years.

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

2 **E. Compensation**

3 If mutually agreed to between the District and the employee, the maximum
4 compensation will be the maximum amount authorized by statute and provisions of the
5 STRS. The employee compensated will be at the daily salary rate of the employee at the
6 time of retirement, up to the total amount agreed upon, which will be not more than the
7 maximum amount authorized by statute.

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

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24 11/15/76; 10/2/78; 6/18/81; 10/30/85; 2/3/92; 11/24/08; 9/24/13; 5/20/16

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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 Administrator affecting the safety of
6 employees through site safety committees. FSTO will appoint two (2) members to each
7 site's safety committee. The safety committee will report annually to the site's staff
8 members.

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

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

22 When conditions constitute an obvious and immediate danger to the physical well being of the
23 employee and/or students for whom the employee is responsible, the employee shall immediately
24 report the situation, both verbally and by email

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

2 communication, to the site Principal or Supervisor who, in conjunction with the
3 employee, will render prudent and responsible assistance in

4 alleviating the problem. Unit members assigned duties in the Adult Transition
5 Program (ATP) and Community Based Instruction (CBI) outside the classroom will be
6 provided emergency communication devices that shall accompany staff and students
7 when outside the classroom or off campus. Emergency communication devices are not
8 for personal use.

9 An employee shall be responsible for submitting written recommendation, by
10 email communication, to the site Principal or Supervisor regarding the maintenance of
11 safe working conditions, facilities and equipment, repairs and modifications, and other
12 practices designed to insure compliance with applicable standards of the California
13 Occupational Safety and Health Act, California State Compensation Insurance Fund, and
14 the provisions of the District fire and liability insurance programs. The District shall
15 respond, in writing, within ten (10) days of receipt of such a report by the local
16 administrator.

17 Employees are responsible for maintaining their skills in Basic First Aid.
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1 11/15/76; 6/18/81; 9/20/82; 10/30/85; 5/12/88; 9/10/02; 9/6/05; 11/24/08; 2/21/12;

2 5/20/16; 4/9/21

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1 **ARTICLE XI: TRANSFER**

2 The District shall maintain an up-to-date seniority list, which for the purpose of this
3 Article, shall be the “order of employment list” required by California Education Code. This list
4 shall be sent to the Fullerton Secondary Teachers Organization by December 1 of each year. A
5 transfer is the movement of a unit member from one site to another site within the District. A
6 transfer may include a change in subject area or split assignment. Movement from one program
7 location to another program location within La Sierra High School does not constitute a transfer,
8 but rather a change in assignment.

9 A. **EMPLOYEE INITIATED TRANSFER**

10 1. **General Transfer Requests**

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

19 An employee desiring transfer shall submit a request on the District-provided
20 form to the Human Resources Office. Such requests may be filed at any time; however,
21 employees are encouraged to file before April 1 or in the case of a mid-year transfer, by
22 November 15.

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

2 **2. Specific Transfer Requests**

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

6 The District will post a compilation of currently available positions as they
7 become available on the District or designated Web site (EdJoin - www.edjoin.org) and a
8 designated bulletin board at each site. All advertised positions will have a designated
9 closing date. The District shall, by May 1 of each school year, email all certificated
10 members a list of known and anticipated openings for the next school year or, in the case
11 of a mid-year transfer, by October 16.

12 An employee may request consideration for transfer to a posted position by
13 completing the District-provided form. After filing the request with the office of Human
14 Resources, the employee may request an interview with the Assistant Superintendent,
15 Human Resources.

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

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

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

22 An employee who is denied a transfer will be provided a written rationale
23 statement within twenty (20) working days by the Assistant Superintendent of Human
24 Resources on how the relevant criteria were applied.

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

2 **3. Voluntary Position Exchange**

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

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

13 **B. ADMINISTRATIVE INITIATED TRANSFERS**

14 The District shall determine the number and types of classes necessary to meet the
15 instructional needs of the schools. Based on this determination, the District shall define
16 the staffing needs of the schools. In matching the staffing needs with teaching personnel,
17 the District may assign certain unit members with appropriate experience and credentials
18 to specific classes in order to meet the identified instructional needs of the District.

19 When an enrollment decrease necessitates transfer or when another school has a
20 greater need for an employee's specialized services, the local administrator shall
21 determine if there are volunteers from the designated subject field(s) by communicating
22 with all members of the department at a school site.

23 In designating the transferee, the local administrator shall consider the following
24 criteria: credentialing, years of service in the District, experience, extracurricular
25 assignment, and department leadership.

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

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

4 In the event that an Administrative Initiated Transfer is necessary, after the
5 Association is informed, the proposed transferee will be notified of his/her pending
6 transfer in a personal conference with the local administrator. The reasons for this
7 transfer will be explained at this conference at which an Association representative may
8 be present if requested by the employee or the local administrator. Within 10 working
9 days, an employee being transferred via an administrative initiated transfer may request
10 in writing a written rationale for the transfer which will be provided within ten (10)
11 working days of the receipt of the request.

12 Normally, transfers will be processed according to the above criteria. However,
13 when the Superintendent concludes that a transfer is in the best interest of the school
14 District, the Superintendent or his designee will notify the employee and offer a personal
15 conference at which an Association representative may be present (at the request of the
16 transferee) to explain the reasons for the transfer.

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

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

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

22 If an employee is transferred after the school year begins, the employee will be
23 provided two (2) work days on campus for preparation.

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

2 **C. TRANSFERS DUE TO CLOSING OF A SCHOOL**

3 Employees will be provided a District questionnaire. The employee will return
4 the completed questionnaire to the Assistant Superintendent, Human Resources,
5 indicating the desires of the employee regarding assignment, location and related
6 activities.

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

10 Leaves of absence, including personal and retraining leaves;

11 Reduced assignment, including part-time employment with full retirement credit;

12 Retirement Credit and part-time employment;

13 Priority in placement over voluntary transfer requests.

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

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23 11/15/76; 1/18/80; 9/20/82; 10/10/83; 9/14/99; 9/6/05; 11/24/08; 9/24/13; 5/20/16; 4/3/18; 4/9/21
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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. Classroom enrollments will be determined on the 21st day of each
4 semester. Librarians, nurses, counselors, psychologists, and instructional staff allocated to
5 categorically-funded programs, and all non-unit personnel shall be excluded from the staffing
6 ratio.

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

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

13 Teachers with assignments of 3/5 or 4/5 shall have their total students prorated to 108
14 (3/5) and 144 (4/5).

15 The following class size maximums shall be adhered to even though it is desirable to
16 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

17 No later than the end of the 20th school day after each semester, class sizes shall be
18 established at no higher than the specified maximums. However, if a student newly admitted to
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1 **ARTICLE XII: CLASS SIZE** – (continued)

2 the school results in a class size in excess of the specified maximums, the site
3 administrator will adjust class size within the ensuing 20 days.

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

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

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

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

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

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

- 2 1. Special Education teachers assigned mild to moderate students shall have a maximum
3 class size of no more than 35 students per class period. The recognition of mild to
4 moderate reflects the previous designation of RSP as noted in the current California
5 Education Code. Students designated as mild to moderate are working on State
6 Standards and enrolled in courses that lead to a high school diploma.
- 7 2. Special Education teachers assigned moderate to severe students and/or Regionalized
8 District programs shall average a case load of no more than 15 students over two
9 semesters.
- 10 3. Speech and Language Pathologists shall average a case load of no more than 55
11 students over two semesters.
- 12 4. A teacher with a 5/5 teaching assignment and holding both teaching and speech and
13 language credentials will not be assigned a speech and language case load.

14 Counselors shall have an assigned student case load so that the District average shall not exceed
15 625 students per counselor.

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23 9/20/82; 6/3/96; 11/24/08; 2/21/12; 9/24/13; 4/9/21
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1 **ARTICLE XIII: PROCEDURES FOR EVALUATION**

2 The Assistant Superintendent of Human Resources and the President of FSTO shall meet
3 at least annually to review the 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 their 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 each year.

19 Permanent employees shall be evaluated by at least two evaluators every other
20 year until they have ten (10) years of service within the District and, thereafter,
21 may be evaluated every three years subject to the requirements and limitations set
22 forth in Education Code Section 44664. Permanent employees who receive a
23 "Does Not Meet Expectations" in any of the six (6) areas shall be evaluated the
24 next school year. If an employee is not performing their duties in a satisfactory
25 manner according to the standards prescribed by the Governing

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

2 Board, the employing authority shall notify the employee in writing of that fact
3 and describe the unsatisfactory performance. The employing authority shall
4 thereafter confer with the employee making specific recommendations as to areas
5 of improvement in the employee's performance and endeavor to assist the
6 employee in their performance. If the employee's overall performance does not
7 improve, then the employee will re-enter the evaluation process the following
8 school year. The employee and the FSTO President will be notified by the
9 Principal in writing.

10 3. Non-teaching unit members shall be evaluated using an appropriate evaluation
11 form.

12 4. Prior to or after an observation visit, the evaluatee shall provide the evaluator(s)
13 with information on lesson plans, objectives, specific class characteristics, and
14 other facts relevant to the observation. Counselors and Psychologists shall
15 provide the evaluator(s) with information on objectives, specific pupil
16 characteristics, and other facts relevant to the observation/evaluation.

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

19 5. The evaluator may modify the evaluation criteria during the evaluation period in
20 response to changes in circumstances and shall notify the evaluatee within ten (10)
21 duty days of the change(s).

22 6. Hearsay shall not be utilized in the evaluation of an employee.

23 7. Probationary employees will be provided written evaluations and follow-up
24 conferences by the end of December and March.

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

- 2 8. The employee shall be provided with a copy of an evaluation before it is placed in
3 their personnel file.
- 4 9. If it is evident to the evaluators during the evaluation sequence that the employee may
5 receive an unsatisfactory evaluation which may result in a decision to terminate
6 employment, the employee will be provided written evaluations and follow-up
7 conferences by the end of March.
- 8 10. Those evaluatees who receive unsatisfactory written evaluations will be given
9 guidance in an effort to improve areas of weakness. The evaluator may structure a
10 specific program of assistance which could include direct assistance; resources; work
11 with specific resource personnel; released time visitations; designation of preparation
12 courses; observation; written progress reports; and progress conferences. Evaluatees
13 must be evaluated subsequently according to provisions of the evaluation and
14 improvement process (Article XIII, Part B) if so designated by the local
15 administrator.
- 16 11. The evaluatees shall have ten (10) duty days following an evaluation conference to
17 respond in writing to the written evaluation, and it will be attached to the evaluation
18 form.
- 19 12. Alleged violations of these evaluation procedures are subject to grievance. An
20 evaluator's judgments and recommendations contained in evaluations are the
21 professional opinion of the evaluator and are not subject to review through the
22 grievance procedure.
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1 **ARTICLE XIII: PROCEDURES FOR EVALUATION** – (continued)

2 13. If an FSTO employee receives their evaluation less than 30 days prior to the last day
3 of school, at the employee’s discretion, that evaluation may be discarded and that
4 employee may be reevaluated the following year.

5 14. Employees who have a split assignment between two or more school sites will be
6 evaluated jointly by at least one (1) evaluator from each site.

7 15. Timely feedback is encouraged for all observations. Written feedback is required to
8 be provided to the employee from the observer within ten (10) duty days if the
9 observation reveals any issue of concern that could be referenced in the formal
10 written evaluation.

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

14 1. The evaluator(s) shall conduct a meeting(s) with the evaluatee for the purpose of
15 explaining, interpreting and discussing:
16 a. Evaluation process and procedures, including the identity of the evaluators.
17 b. Specific objectives, procedures, and performance expectations for the employee.
18 c. Inservice and personal professional development activities to be undertaken by
19 the evaluatee and the expected results.

20 2. The evaluator will provide the evaluatee with a specific evaluation program. This
21 program will provide prompt comment on evaluative situations, and written
22 evaluations and conference(s) at least each semester. The evaluation program will
23 include frequent observations and/or evaluation situations as provided in the
24 program.
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1 **ARTICLE XIII: PROCEDURES FOR EVALUATION** – (continued)

- 2 3. Prior to an observation visit, the evaluatee shall provide the evaluator(s) with
3 information on lesson plans, objectives, specific class characteristics, other facts
4 relevant to the observation, and other information specified.
- 5 4. The evaluator may modify the evaluation criteria during the evaluation period in
6 response to changes in circumstances and shall notify the evaluatee of the
7 change(s).
- 8 5. The employee shall be provided with a copy of an evaluation before it is placed in
9 their personnel file.
- 10 6. The evaluatees shall have ten (10) duty days following an evaluation conference
11 to respond in writing to the written evaluation, and it will be attached to the evalu-
12 ation form.
- 13 7. Alleged violations of these evaluation procedures are subject to grievance. An
14 evaluator's judgments and recommendations contained in evaluations are the
15 professional opinion of the evaluator and are not subject to review through the
16 grievance procedure.

17 C. **Requests for Assistance**

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

24 11/15/76; 10/2/78; 1/18/80; 9/20/82; 9/16/86; 2/3/92; 9/14/99; 9/10/02; 11/24/08; 2/21/12;
25 9/24/13; 4/3/18; 4/9/21

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 procedure
5 shall not be used to challenge or change policies, regulations, or procedures of the District which are
6 not included in this Agreement, nor shall the grievance procedure be used for any other matters not
7 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 the
15 grievant within fifteen (15) days of the occurrence or within (15) days of the date by which the
16 grievant could reasonably have known of the alleged violation, misapplication or misinterpretation
17 of a specific provision of this Agreement which gave rise to the grievance. It is recognized that a
18 delay in time may diminish the ability to resolve a grievance; therefore, early action is to be
19 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 that
23 the grievant and immediate administrator should attempt to resolve the grievance at the lowest
24 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 proceed
3 in carrying out its management responsibilities subject to the final decision on the grievance. In
4 the event the alleged grievance involves an order, requirement, or other directive, the grievant
5 shall fulfill or carry out such order, requirement, or other directive, pending the final decision on
6 the grievance.

7 Nothing contained herein will be construed as limiting the right of any grievant to discuss
8 a grievance informally with his/her immediate administrator or to have the grievance adjusted,
9 prior to Level II, without intervention of the Association, provided that the adjustment is not
10 inconsistent with the terms of this Agreement. Any formal resolution shall not be agreed upon
11 by the District and the grievant until the Association has been provided a copy and allowed an
12 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 grievance
16 hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. Each
17 party shall bear the cost of its own witnesses. Such witnesses shall be in addition to the conferee
18 that either party may select. Although a specific time period is provided for administrative
19 decisions at each level of the grievance procedure, it is recognized that multiple grievance claims
20 must be processed in a sequential manner. Consequently, at each level of the procedure,
21 grievance claims shall be assigned consecutive numbers, based upon the time and date on which
22 written grievances are received. Administrative personnel shall process such numbered
23 grievances in a sequential manner, following a pattern that the first filed will be first considered.

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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. However,
4 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 be
7 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 hours of
14 release time at Level II, and will be provided one day of release time for each day of arbitration
15 hearings at Level III. The employee will be provided release time as needed for the conciliation
16 conference at Level III and one day of release time for each day of arbitration hearings at Level
17 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.

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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.

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

2 20 days each year of paid release time for Association officers. The cost of substitutes is
3 to be billed to and paid by the Association. Released time is normally to be arranged in
4 full days; however up to a maximum of five days may be arranged in half-day units.

5 Additional days may be arranged by mutual agreement on an unpaid basis.

6 Beginning with 2021 – 2022 School year, the Association will reimburse the
7 District for fifty per cent (50%) of the cost-of released time provided the FSTO
8 President. The released time will be arranged with the Superintendent, or designee,
9 for three-fifths release time during both the first and second semesters of each school
10 year for the term of this contract. The FSTO president shall complete Mandated Cost
11 Reimbursement logs annually.

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

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24 11/15/76; 1/18/80; 6/18/81; 10/10/83; 9/16/86; 9/14/99; 9/10/02; 11/24/08; 4/9/21

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1 **ARTICLE XVI: PROFESSIONAL DUES & PAYROL DEDUCTIONS**

- 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
- 7 3. Pursuant to Ed, Code §45060, The Association shall notify the District of the dues
8 deduction authorization and cessation of ant authorizations. As the exclusive
9 representative of employees in the bargaining unit, the Association has the sole and
10 exclusive rights to have employee organization membership dues deducted by the District
11 for employees in the bargaining unit who elect membership status in the Association.
12 Nothing in this article gives the Association any authority over the District’s internal
13 payroll procedures.
- 14 4. The District shall not require the completion of a new payroll deduction authorization for
15 union dues when a dues or other change has been effected without the express approval
16 of the Association.
- 17 5. The Association shall annually notify the District, in writing, of all members of the
18 Association that have provided written authorization for payroll deductions. The
19 Association shall provide the District with updated membership lists as needed to ensure
20 that dues are properly deducted from members of the Association.
- 21 6. Upon receipt of the list of individuals providing written authorization for payroll
22 deduction of dues as members of the Association, the District shall deduct one-tenth
23 (1/10) of the amount of such unified dues from the salary payment of the unit member
24 each month for ten months in each year of the authorization. The District shall deduct a
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1 **ARTICLE XVI: PROFESSIONAL DUES & PAYROL DEDUCTIONS** - continued

2 pro rata portion of the annual dues for unit members authorizations executed after the
3 commencement of the school year. A month shall be determined if more than fifty-one
4 percent (51%) of the teaching days in that month remain after the employee commences
5 work.

6 7. According to Education Code 45060(f), the Association certifies that it will maintain
7 individual employee authorizations. The Association shall not be required to submit to
8 the district copies of a unit member's written authorization, unless a dispute arises about
9 the existence or terms of the written authorization.

10 8. The District shall remit promptly, but no later than the 15th day of each pay period, the
11 amount of the unified membership dues deducted made payable to the Association.

12 9. On a monthly basis, the District shall transmit to the Association a verified accounting
13 statement which identifies all funds remitted pursuant to section 8.

14 10. Upon a written notice of claim by the affected unit member, the Association shall
15 reimburse the unit member for all sums the District may have deducted erroneously from
16 the unit member's salary pay warrant in excess of the amount payable for unified dues
17 consistent with the terms and conditions of the unit member's written authorization for
18 payroll deduction of membership dues. The Association shall pay such reimbursements in
19 a timely manner after receiving from the District all payroll information necessary to
20 verify the erroneous deduction.

21 11. A. Unit member request to cancel or change authorizations for payroll deductions or
22 membership in the Association shall be directed to the Association rather than to the
23 District.

1 **ARTICLE XVI: PROFESSIONAL DUES & PAYROL DEDUCTIONS** - continued

2 B. The Association is responsible for processing requests to cancel or change authorizations
3 for payroll deductions or unit members' membership status in the Association

4 C. The District shall rely on information provided by the Association regarding whether
5 unified dues payroll deductions were properly canceled or changed.

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7 12. Association agrees to indemnify and hold harmless the District, its governing board
8 members, and each management employee against any and all costs, losses, or damages
9 because of civil or other action arising from the administration and implementation of these
10 provisions that, if any such dues are deducted from the pay of any unit member and remitted
11 to the Association, the unit member and the District shall not be liable for any refund. The
12 Association agrees to furnish any information needed by the District to fulfill these
13 provisions.

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17 11/15/76; 10/2/78; 1/18/80; 10/10/83; 10/30/85; 9/16/86; 9/6/05; 5/20/16; 4/9/21

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
8 law. Included in but not limited to those District duties and powers are the exclusive right to:
9 determine its organization; direct the work of its employees; determine the times and hour of
10 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
13 kinds of personnel required; maintain the efficiency of District operations; determine the
14 curriculum; build, move or modify facilities; establish budget procedures and determine
15 budgetary allocation; 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
20 and practices referred to in this Agreement in cases of civil defense, natural disasters,
21 man-made emergencies, epidemics, or acts of God. The determination of whether or not an
22 emergency 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
3 the operation of the District shall be administered by the Superintendent or any other person
4 properly designated by the Board or the Superintendent.

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1 **ARTICLE XVIII: CONCERTED ACTIVITIES**

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

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

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

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22 11/15/76; 10/2/78; 2/3/92
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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
4 the 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
6 agreement. Public appearances shall be supportive of the meet and negotiation process and the
7 terms of this contract.

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18 **ARTICLE XX: EFFECT OF AGREEMENT**

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

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24 11/15/76
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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
4 permitted by law, but all other provisions will continue in full force and effect. Provisions held
5 contrary to law will be renegotiated by the parties involved. Such renegotiation shall begin not
6 later than forty-five (45) calendar days after official notice of the final court decision including
7 appeals up to and including appeals through all levels.

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22 11/15/76; 9/16/86

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1 **ARTICLE XXII: DURATION AND RENEGOTIATION**

2 A. This Agreement shall be effective as of July 1, 2020, and shall continue in full force and
3 effect until June 30, 2022. **The contract will be closed for 2018/19 and 2019/20. Salary,**
4 **health benefits, class size, two articles selected by each party will be open for negotiation**
5 **in 2017/18.**

6 B. The Association shall submit its initial proposal for a successor agreement for 2022/23 by
7 the second regularly-scheduled Board meeting in March. The Association and the
8 District shall begin negotiations within five (5) days of the completion of the public
9 notice procedures. It is the intent of the Association and the District to initiate
10 negotiations not later than fifteen (15) days following the first meeting of the Board of
11 Trustees in April to allow the negotiation teams to develop the respective proposal.
12 However, each party recognizes the significance of the public procedures and is
13 committed to fulfilling the objectives of that process.

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21 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;
22 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16; 4/3/18; 4/9/21
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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
4 and FSTO elected to implement the Peer Assistance and Review Program hereafter referred to as
5 Project PRIDE (Peer Resources and Input to Develop Excellence). Project PRIDE may be
6 terminated in the event that the State eliminates funding.

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

13 I. **Definitions:**

- 14 1. **Project PRIDE Consulting Teacher:** A teacher selected by the Joint Committee
15 to provide assistance to a Participating Teacher.
- 16 2. **Project PRIDE Curriculum Specialist:** A teacher approved by the Joint
17 Committee to provide specific assistance to a Participating Teacher.
- 18 3. **Referred Participating Teacher:** A permanent teacher whose last annual
19 performance evaluation included a referral to Project PRIDE.
- 20 4. **Voluntary Participating Teacher:** A permanent teacher who requests specific
21 assistance. Documentation regarding a Voluntary Participating Teacher shall be
22 considered confidential and shall not be placed in the personnel file.
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1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**
2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE)** – (continued)

3 II. **Joint Committee:**

- 4 A. Project PRIDE shall be administered by a Joint Committee which shall consist of:
- 5 1. four (4) District classroom teachers, each with a minimum of five (5) years
6 classroom experience in the District, selected by FSTO. The Joint
7 Committee shall be composed of teachers not currently serving as or
8 applying for the positions of Consulting Teacher or Curriculum Specialist.
- 9 2. three (3) site administrators selected by the District. FSTO will notify the
10 District of the sites represented by the FSTO selections prior to the District
11 selection of administrators, with the intent of representing each campus on
12 the Joint Committee.
- 13 B. The Assistant Superintendent of Education and Assessment Services or designee
14 shall be the facilitator of the Joint Committee.
- 15 C. Qualifications for teacher members of the Joint Committee shall be the same as
16 those for Consulting Teachers.
- 17 D. The Joint Committee shall operate under such by-laws or standing rules as it may
18 adopt by a majority vote when a quorum is present. A quorum is defined to be a
19 minimum of five members of the seven Joint Committee members, with at least
20 one more teacher than administrator present.
- 21 E. All teacher members of the committee shall receive release time for committee
22 work.

23 III. **Consulting Teachers**

- 24 1. Consulting Teachers shall have the following minimum qualifications:
- 25 A. permanent teacher with at least five years of current classroom experience
26 in the District;
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1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**
2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE)** – (continued)

3 B. exemplary teaching ability as indicated by effective communication skills,
4 subject-matter expertise, knowledge and commitment to District curricular
5 goals and standards, and mastery of a range of teaching strategies
6 necessary to meet students’ needs in different contexts.

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

11 IV. **Compensation:**

12 In addition to provided substitute time, teacher members of the Joint Committee
13 shall receive compensation at the District’s Certificated Non-student contract hourly rate
14 up to a maximum of \$1,500 for all Committee related business as long as the program is
15 offered in the District. Mileage expenses incurred by teacher members of the Joint
16 Committee shall be reimbursed at the approved District rate per mile.

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

21 2. Curriculum Specialists shall be compensated at the District’s certificated non-
22 student contract hourly rate. Mileage expenses incurred shall be reimbursed at the
23 approved District rate per mile.

24 3. The Certificated chairman stipend will be \$1,500 and this will be the only
25 compensation received for being on the Joint Committee.
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1 **ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER**
2 **RESOURCES AND INPUT TO DEVELOP EXCELLENCE)** – (continued)

3 V. **Hold Harmless Clause:**

4 Functions performed by teachers under this article shall not constitute either management
5 or supervisory functions as defined in the Educational Employment Relations Act.

6 Certificated employees who perform functions such as, but not limited to, members of the
7 Joint Committee, Consulting Teachers, and/or Curriculum Specialists shall have the same
8 protection from liability and access to appropriate defense as afforded to other public
9 school employees under the provisions of the California Government Code.

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25 1/7/85; 10/30/85; 9/16/86; 5/12/88; 2/3/92; 9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13
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1 **ARTICLE XXIV: PROFESSIONAL GROWTH AND CREDENTIAL RENEWAL**

- 2 1. In order that teachers remain informed of changes in pupil needs, each unit member will
3 annually survey students enrolled in their classes. The departments at each site will be
4 allowed to develop questions for the student survey, which reflect District goals and
5 priorities, for use by its members. There will be no requirement that the results of the
6 survey be shared or made known. Employees shall consider the survey results when
7 developing professional development plans. Teachers will distribute, collect, and review
8 the results of their students' survey. The District will provide an adequate amount of new
9 funding to each site to conduct the survey. In order to facilitate the planning of
10 professional growth activities which enhance employees' skills and knowledge in
11 meeting the needs of pupils, annually the site staff development committee shall request
12 information from all employees regarding identified areas for improvement and
13 assistance needed. Employees shall use all relevant data in determining areas for
14 improvement and assistance.
- 15 2. To assist in professional development, department leaders may observe and provide
16 bargaining unit members with feedback.
- 17 3. The principal in each school shall form a staff development committee comprised of the
18 site's department leaders or their designees. The committee shall make recommendations
19 to the principal regarding the planning, organization, date(s), place(s), and content of the
20 staff development of certificated employees on the school site each school year for the
21 days designated as a "Staff Development Day".
- 22 4. Employees shall maintain all teaching credentials which were active July 1, 1978, or
23 subsequent time of employment
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1 **ARTICLE XXIV: PROFESSIONAL GROWTH AND CREDENTIAL RENEWAL**
2 – (continued)

- 3 5. In January of each year, the Human Resources Department will supply a list of names of
4 members whose credentials are to be renewed that year, with the list to be posted at each
5 site. The responsibility for credential renewal continues to remain with the credential
6 holder.

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26 9/16/86; 9/14/99; 9/10/02; 11/24/08; 9/24/13
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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
6 be imposed without just cause.

7 B. Nothing in this article shall limit the District's right to evaluate employees in accordance
8 with the provisions of this agreement. This article is not intended to replace or limit the
9 District's rights under California law to institute dismissal proceedings or to institute
10 immediate suspension or mandatory leaves of absence when so called for under California
11 law. Discipline under this article shall not be regarded as a precondition to proceedings
12 under California law. This article shall not apply to verbal reprimands or the release or
13 dismissal of probationary teachers or any other matter not involving a proposed suspension
14 of a permanent employee during the school year from the position in which he/she has
15 gained tenure.

16 C. A written notice of the proposed suspension specifically stating the reasons for the
17 proposed suspension shall be given to the employee prior to implementing the
18 suspension.

19 D. Within ten (10) days of the receipt of written notice, the employee may appeal the
20 proposed suspension to Article XIV, Level III, by filing a written request with the
21 Assistant Superintendent, Human Resources. If the employee is not satisfied with the
22 result of the Level III Conciliation, he/she may, within (10) days of the conclusion of
23 Level III Conciliation, request in writing that the Association submit the proposed
24 suspension to arbitration in accordance with the provisions of Article XIV, Level IV.
25 The issue to be submitted to the arbitrator shall be:

1 **ARTICLE XXV: EMPLOYEE DISCIPLINE** (continued)

2 Is the proposed suspension of (employee's name) for just cause, and if not,
3 what if any is the appropriate discipline? The decision of the arbitrator shall be
4 binding upon the District, the Association, and the employee.

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

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25 5/12/88; 4/9/21

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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.
- 25

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** – (continued)

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

4 12. Knowingly received stolen school property or private property.
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26 5/12/88

1 **SIGNATURE PAGE**

2 The foregoing Agreement signed and recommended on the 9th day of April, 2021.

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6 FULLERTON JOINT UNION

FULLERTON SECONDARY
TEACHERS ORGANIZATION

7

8 HIGH SCHOOL DISTRICT

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Mike Reid, Negotiations Chairperson
FSTO

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17 Edward D. Atkinson, Ed.D., Board of
18 Trustees Representative

Angie Cencak, President
FSTO

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1 **APPENDIX A**

2 I. **Other Compensation**

3 A. Approved program stipends shall be designated by the local administrator.
4 Student Activity, Athletic, Leadership, and Other stipends may be split
5 between multiple individuals such that the individuals performing stipend
6 duties will receive no less than a 25% stipend. Stipends split between
7 individuals will remain within the same stipend category- Student Activity,
8 Athletic, Leadership, or Other stipends.

9 1. **Student Activity Stipends** - The local administrator may designate
10 up to twelve (12) non-athletic student activity stipends at \$4,084 each.

11 2. **Athletic Stipends**

12

13 Sport/Activity	Percent	Amount
14 Football	100	\$5,06.78
15 Basketball	85	4,324.18
16 Cheer	85	4,324.18
17 Baseball	80	4,070.68
18 Wrestling	80	4,070.68
19 Volleyball	80	4,070.68
20 Softball	80	4,070.68
21 Soccer	80	4,070.68
22 Track	80	4,070.68
23 Swimming	80	4,070.68
24 Water Polo	80	4,070.68
25 Varsity Asst. Football	75	3,815.08
26 Badminton	70	3,558.43
27 Cross Country	70	3,558.43
28 Tennis	70	3,558.43
29 Golf	65	3,305.98
30 Any Other Assistants	65	3,305.98

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32

33 The maximum number of Head Coaching stipends is twenty-four (24) per campus. The
34 maximum number of Head Coach stipends is twelve (12) per campus for girls' programs
35 and twelve (12) per campus for boys' programs. The number of other

1 **APPENDIX A** – (continued)

2 athletic stipends allocated to each campus will be determined by the approved
3 athletic program and shall be 43 stipends per campus. Beginning 1991/92 and
4 thereafter, the student activity and athletic stipends shall be increased by the same
5 percent as that applied to the salary schedule.

6 B. **Leadership Stipends**

7 A full Leadership stipend is ten percent of Class III, Step 1. The local
8 administrator will designate leadership stipends which will not be less than
9 25 percent nor more than 200 percent of a stipend.

10 C. **Other Stipends**

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

13 D. **Retraining Stipends**

14 **Purpose**

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

17 **Eligibility**

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

21 **Compensation**

22 A stipend of \$2,819 will be paid to employees who complete an approved
23 retraining program. The retraining program may include a "retraining
24 teacher" who guides the retraining program. An approved retraining teacher
25 will receive a stipend of \$1,025.

26 E. **Hourly Salary**

27 The hourly salary compensation will be divided into two categories to

1 **APPENDIX A** – (continued)

2 include a “student contact” and “non-student contact” time. Student contact
3 time shall be defined as direct instruction, tutoring, summer school, or any other
4 time that involves employees working directly with students. Non-student contact
5 time shall be defined as professional development, curriculum development, or any
6 other time that does not involve direct student contact.

7 The hourly salary for student contact time for the length of the contract will
8 be tied to Step 3, Class II, of the annual salary schedule for student contact time,
9 and Step 1, Class II, of the annual salary schedule for non-student contact time.
10 (Example: Based on the 2017-18 salary schedule, Step 3, Class II, is an annual
11 salary of \$58,499, which equates to \$314.51 per day and \$41.93 per hour for
12 student contact time hourly pay, and Step 1, Class II, is an annual salary of \$53,682,
13 which equates to \$288.61 per day and \$38.48 per hour for non-student contact time
14 hourly pay.)

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

16 All Psychologists and SLP’s will be placed on a separate salary schedule, as
17 indicated on the Salary Schedule: 2020-2021.

18 **G. Doctoral Stipend**

19 Eligible employees shall receive an annual stipend of \$1,707 for completion
20 of an approved Ed.D. or Ph.D. program. The doctoral stipend shall be
21 increased by the same percent as that applied to the salary schedule.

22 **H. National Board Certification Stipend**

23 The District agrees to provide an annual stipend in the amount of \$1,025 for
24 teachers who achieve National Board Certification.

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; 5/20/16;
27 4/3/18; 4/9/21

1 **APPENDIX A** – (continued)

2
3 **SALARY SCHEDULE: 2017/18**

4
5 Fullerton Joint Union High School District
6 2017/18 Certificated Salary Schedules
7 Effective July 1, 2017
8 2.5% Increase
9

Sal Sched 02							Sal Sched 02J		Sal Sched 09				
CERTIFICATED	CLASS II	CLASS III	IV	V	CLASS VI + VII	STEP	JROTC	11 or 12 Month	Stipends				
	BA	BA	BA + 45	BA + 60	BA + 60				FTE		Monies		
	w/o	w/	OR	OR	OR				1.0	ACTIVITIES	\$4,084		
STEP	CRED	CRED	MA	MA + 15	MA + 30	STEP	STEP	COACHING	Monies				
Days	Salary	Salary	Salary	Salary	Salary	Days	STEP	Salary	1	Football	\$4,805		
1	186	\$53,682	\$56,975	\$61,203	\$65,185	\$69,552	186	1	\$56,975	2	Basketball	4,084	
	191	55,126	58,506	62,849	66,938	71,422	191	2	58,398	3	Cheer	4,084	
	2	56,089	59,448	63,752	67,790	72,265	2	3	59,859	4	Baseball	3,845	
		57,597	61,046	65,466	69,613	74,208		4	61,354	5	Wrestling	3,845	
	3	58,499	61,923	66,303	70,404	74,978	3	5	62,890	6	Volleyball	3,845	
		60,071	63,588	68,085	72,296	76,994		6	64,461	7	Softball	3,845	
	4	60,901	64,404	68,846	73,025	77,701	4	7	66,074	8	Soccer	3,845	
		62,538	66,136	70,697	74,988	79,790		8	67,725	9	Track	3,845	
	5	63,310	66,872	71,388	75,644	80,405	5	9	69,418	10	Swimming	3,845	
		65,012	68,669	73,307	77,678	82,567		10	71,153	11	Water Polo	3,845	
	6	65,732	69,347	73,945	78,253	83,103	6	11	72,932	12	Asst Var Ftbl	3,604	
		67,499	71,211	75,933	80,357	85,337		12	74,755	13	Badminton	3,361	
	7	68,142	71,823	76,492	80,864	85,799	7	13	76,625	14	Cross Ctry	3,361	
		69,974	73,753	78,548	83,038	88,105		14	78,541	15	Tennis	3,361	
	8	70,554	74,297	79,054	83,479	88,488	8	15	80,504	16	Any Other Asst	3,123	
		72,450	76,294	81,179	85,724	90,866		16	82,517	17	^blank-	^0-	
	9	72,956	76,770	81,581	86,087	91,172	9	17	84,581	18	Golf	3,123	
		74,918	78,834	83,774	88,401	93,621		18	86,693				
	10		79,252	84,146	88,707	93,872	10	19	88,860	Sal Sched 02B Stipends			
			81,382	86,409	91,092	96,395		20	91,082	1	Doctorate	\$1,677	
	11		81,720	86,682	91,314	96,554	11	21	93,359	2	Psychologist	1,217	
			83,917	89,012	93,769	99,149		22	95,694	4	Nat'l Board Cert	1,025	
	12		84,197	89,248	93,921	99,112	12	23	98,086	5	Spch & Lang Path	1,217	
			86,460	91,647	96,446	101,776		02C			6	PAR	1,538
	13		86,667	91,802	96,539	101,937	13	8	104,570	Sal Sched 02A Stipends			
			88,998	94,270	99,134	104,677		12	110,483	1 FTE	Department	\$5,698	
	17**			95,794	100,644	106,272	17**	14	112,524	2 FTE	Leadership	11,394	
				98,370	103,349	109,129		16	115,599	3 FTE		17,093	
	20**			99,781	104,920	110,788	20**	Stipends-JROTC			Sal Sched 12 Stipend		
				102,462	107,741	113,766		AA	\$500	1.0	Mileage	\$1,400	
								BA	1,000	Sal Sched 03 Contract Hourly			
	23**			104,011	109,380	115,496	23**	MA	3,000	Rge/Step	1 Non-Student Contact	2 Student Contact	
				106,807	112,320	118,601		246 days		1	\$38.68	\$42.17	
2016/17 Duty Days & Work Year for "Sal Sched 02"													
New Tchrs	188	(8/8/17 - 6/1/18)	←Tuesday→	New Cnstrs	193	(8/1/17 - 6/1/18)							
Returning Tchrs	186	(8/10/17 - 6/1/18)	←Thursday→	Returning Cnstrs	191	(8/3/17 - 6/1/18)							
** PROFESSIONAL CAREER INCREMENTS will be granted to eligible staff 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).													
Sal Sched 10 Substitute Teachers (Non-Union)			Rge/Step			1			2				
Daily Rate			Days 1 - 9			Day 10			(consecutive) Retro to Day 1				
1			\$125.00						\$140.00				

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 counter-proposals 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.

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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.

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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.

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25 11/15/76; 10/30/85; 9/16/86
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1 **APPENDIX D: BULLETIN BOARD PROCEDURES**

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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).

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

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35 11/15/76; 9/16/86; 9/10/02; 11/24/08
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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 National Education Association	Employee Organization	
and Fullerton Federation of Teachers American Federation of Teachers Local 2291 AFL-CIO	Employee Organization	<input checked="" type="checkbox"/> Consent Agreement
		<input type="checkbox"/> Board Election
		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**

Signed At **Sacramento**
On the **21st**

day of **June** 19**76**

RECEIVED
JUN 28 1976
PERSONNEL

RECEIVED
JUN 28 1976
PERSONNEL

On behalf of
EDUCATIONAL EMPLOYMENT RELATIONS BOARD

Charles Cole
Executive Director

EERS Form
6/74

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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-71B)

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, 1985 that a majority of the valid ballots has been cast for

FULLERTON SECONDARY TEACHERS ORGANIZATION

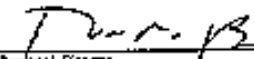
and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

- 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, 1985

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD


Regional Director

1985-05-27 14:00:00

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1 **APPENDIX F: FJUHS – FSTO 2018 - 2020 MOU: January 31, 2018**

2
3 Memorandum of Understanding

4 between the

5 Fullerton Secondary Teachers Organization

6 and the

7 Fullerton Joint Union High School District

8
9
10 **Memorandum of Understanding: Article XII CLASS SIZE**

11
12 The Fullerton Joint Union High School District (District) and the Fullerton Secondary
13 Teachers Organization (FSTO) agree to convene on January 15, 2020 for the purpose of
14 determining the potential need for negotiation of ARTICLE XII: CLASS SIZE.

15
16 Negotiations toward a Memorandum of Understanding would only occur in the event that
17 the District has a need to reduce staffing by March 15, 2020, for the 2020-21 school year.

18
19 This MOU will remain in effect until March 15, 2020, and shall not set a precedent and will
20 not constitute a past practice by either party.

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1 **APPENDIX G: FJUHSD – FSTO 2018 -2020 MOU: February 22, 2018**

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4 Memorandum of Understanding

5 between the

6 Fullerton Secondary Teachers Organization

7 and the

8 Fullerton Joint Union High School District

9
10 **Memorandum of Understanding**

11 **ARTICLE XV: ASSOCIATION RIGHTS: “New Employee Orientation” AB119**

12
13 This Memorandum of Understanding (hereinafter, “MOU”) is entered into, by and between
14 the Fullerton Joint Union High School District (hereinafter, “District”) and the Fullerton
15 Secondary Teacher’s Organization (hereinafter, “FSTO”).

16
17 **1. EMPLOYEE INFORMATION**

18 a) The District shall provide FSTO with employee information, of any newly hired
19 employee that is eligible to be represented by FSTO, within thirty (30) days of their date of
20 hire (Board of Trustees Authorized Date) via electronic mail to the local FSTO President
21 which will include the following information:

- 22 a. Employee Name;
- 23 b. Teaching Certification;
- 24 c. Worksite;
- 25 d. Worksite telephone number;
- 26 e. Address;
- 27 f. City;
- 28 g. State;
- 29 h. ZIP Code;
- 30 i. Employee telephone numbers on file;
- 31 j. Hire date (Board of Trustees Authorized Date);
- 32 k. Email address on file.

1 **2. UPDATED EMPLOYEE CONTACT INFORMATION**

2
3 “Newly hired employee” means any District certificated employee that is eligible to be
4 represented by FSTO, whether full time or part time, hired by the District and who is still
5 employed by the District as of the date of the new employee orientation. For purposes of
6 this article only, employees who work for the District in a job classification that was not
7 represented by FSTO but who change status into a classification that is eligible for FSTO
8 representation, the “date of hire” is the date upon which the employee was placed in the
9 FSTO bargaining unit which made them eligible for FSTO representation.

10
11 The contact information will be provided to FSTO electronically no later than 30 days of
12 the employee’s date of hire (Board of Trustees Authorized Date). This contact information
13 shall include the following items:

- 14
15 a. First Name;
16 b. Middle initial;
17 c. Last name;
18 d. Suffix;
19 e. Teaching Certification;
20 f. Worksite;
21 g. Worksite telephone number;
22 h. Address;
23 i. City;
24 j. State;
25 k. ZIP Code;
26 l. Employee telephone numbers on file;
27 m. Employee ID;
28 n. Hire date (Board of Trustees Authorized Date);
29 o. Email address on file.

1 **3. NEW EMPLOYEE ORIENTATION**

2
3 a. “New employee orientation” means the onboarding process of a newly hired
4 permanent employee who is eligible for FSTO representation within the District. The
5 process may occur one-on-one, in a group setting, online, or through other means or
6 mediums, in which employees are advised of their employment status, rights, benefits,
7 duties and responsibilities as a new employee of the District.

8
9 b. The District shall provide FSTO access to employee orientations for newly hired
10 permanent employees who are eligible for FSTO representation within the District. FSTO
11 shall receive ten (10) days’ notice, in advance, of an orientation. Orientation dates can be
12 assigned in advance on an on-going regularly scheduled basis as determined by the District
13 and adhering to the advance notice contained herein. A shorter notice may be provided in
14 an instance where there is an urgent need critical to the District’s operations.

15
16 c. Whether the new employee orientations are conducted in either a one-on-one or a
17 group format, FSTO shall be represented by one (1) District Personnel Technician, to
18 present specific FSTO information during the orientation. In the event there is an urgent or
19 critical need for an additional representative, who is a current FSTO member, to be
20 available to present specific FSTO information during an orientation, the District will allow
21 one (1) additional current FSTO member representative to be present for a maximum of
22 thirty (30) minutes. The additional current FSTO member representative shall be granted
23 full release time from their assigned duties to assist in the presentation of the FSTO
24 information during the orientation. All current FSTO member representatives must adhere
25 to the timelines and dates of the New Employee Orientations scheduled by the District and
26 must be available during the scheduled orientations by the District.

27
28 d. New Employee Orientations will include an FSTO membership application and
29 designated FSTO new employee orientation materials, as provided by FSTO, in addition to
30 the packet of specific District materials provided to any newly hired unit members. FSTO

1 shall provide the copies of the FSTO membership applications and any FSTO specific new
2 employee orientation materials to the District for distribution.

3
4 e. The District will maintain a schedule of new employee orientations. New
5 Employee orientations will be held on District property during the scheduled workday of
6 FSTO unit members.

7 f. During FSTO's orientation session, no supervisory or management employee shall
8 be present unless there is an urgent need critical to the District's operation.

9
10 **4. DURATION OF AGREEMENT**

11
12 a. Term: This Agreement shall remain in full force and effect from the date this
13 Agreement is signed, through June 30, 2020 and shall be automatically renewed from year
14 to year unless either party serves written notice upon the other between March 1 and April
15 1, 2020, or any subsequent anniversary date, of its desire to modify the Agreement. If
16 negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of
17 this Agreement shall remain in effect until the negotiation of a new Agreement is
18 completed.

19
20 b. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations
21 on this during the life of the Agreement from the date this Agreement is signed, through
22 June 30, 2020.

23
24 c. Savings Clause: If during the life of the Agreement there exists any applicable law,
25 rule, regulation or order issued by governmental authority, other than the District, which
26 shall render invalid or restrain compliance with or enforcement of any provision contained
27 within this Agreement, it shall not invalidate any unaffected remaining portion(s). The
28 remaining portion(s) shall continue in full force and effect. Upon written notification by
29 one of the Parties to the other, any portion of the Agreement that is invalidated in
30 accordance with this Article shall be opened for negotiations within thirty (30) days of the
31 invalidation.

32 2/22/18

1 **APPENDIX H: FJUHSD – FSTO 2018 -2020 MOU: February 22, 2018**

2
3 Memorandum of Understanding
4 between the
5 Fullerton Secondary Teachers Organization
6 and the
7 Fullerton Joint Union High School District
8

9 **Memorandum of Understanding: IN-DAY SUPPORT PROGRAMS**

10 **February 22, 2018**

11 This Memorandum of Understanding (MOU) is entered into on February 22, 2018 by and
12 between the Fullerton Joint Union High School District (District) and the Fullerton
13 Secondary Teachers Organization (FSTO). This MOU establishes guidelines for current
14 and potential future District School-Wide, In-Day Support Programs, including, but not
15 limited to, Coyote Howl (Buena Park High School), HiSTEP (La Habra High School), and
16 Raider Revolution (Sonora High School).

17
18 **RECITALS**

- 19 1. School site, In-Day Support Programs held during the school day will be aligned
20 with the site’s Western Association of Schools and Colleges (WASC), Single Plan
21 for Student Achievement (SPSA), Local Control Accountability Plan (LCAP), and
22 school site and District goals.
- 23 2. A site committee comprised of a majority of volunteer FSTO unit members and at
24 least one administrative representative will meet at least once during the second
25 semester to collaboratively explore and develop (for new programs) or review and
26 discuss (for existing programs) the site’s In-Day Support Program. An In-Day
27 Support Program may be proposed at a site that does not currently offer an In-Day
28 Support Program by either an FSTO unit member or administration. Proposed
29 modifications to existing In-Day Support Programs may be made by either FSTO
30 unit members or administration.
- 31 3. The members of a site In-Day Support Program Committee may, at their discretion,
32 request to hold a Committee meeting, or portion of a Committee meeting, without
33 the presence of the Committee’s administrative representative(s).

- 1 4. No later than February 15, each site's In-Day Support Program Committee will
2 present either newly-proposed In-Day Support Programs or plans for proposed
3 modifications to existing In-Day Support Programs to the FSTO site unit members
4 for questions and answers. The In-Day Support Program Committee will present
5 either the newly proposed In-Day Support Program or the plans for modification to
6 an existing In-Day Support Program to the site's Leadership Team for questions
7 and answers.
- 8 5. The In-Day Support Program Committee at each site will meet with FSTO and the
9 District to share a newly proposed In-Day Support Program. The District must
10 approve the program prior to the program being presented to unit members for a
11 vote.
- 12 6. The In-Day Support Program Committee shall determine which job assignments at
13 the site are relevant to the program. The FSTO Site Representative will conduct a
14 vote of the FSTO site unit members to approve a newly proposed or modified
15 existing In-Day Support Program. The vote will be conducted no later than April 15
16 in order to implement or modify the site's In-Day Support Program. The In-Day
17 Support Program will be implemented at the start of the following school year.
18 Newly proposed In-Day Support Programs shall require a $\frac{2}{3}$ (or 66.6%) affirmative
19 vote from the site's voting FSTO unit members. Continuing In-Day Support
20 Programs shall require an affirmative vote of 50% plus 1 of voting FSTO site unit
21 members.
- 22 7. If the site's In-Day Support Program is passed, all FSTO site unit members will
23 complete a "Teacher Choice" form identifying individual's preferred assignments
24 within the In-Day Support Program. Assignments shall be rotated periodically
25 according to the teachers' preferences.
- 26 8. Each site's In-Day Support Program Committee will review and assess an existing
27 program on an annual basis, and the Committee will propose modifications for
28 implementation in the coming year. Any major mid-year changes to an existing In-
29 Day Support Program shall require an affirmative vote of 50% plus 1.

30
31 2/22/18