

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT



FULLERTON SECONDARY TEACHERS ORGANIZATION
AGREEMENT 2025 - 2028

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AGREEMENT
BETWEEN THE
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
AND
FULLERTON SECONDARY TEACHERS ORGANIZATION/CTA/NEA
2025-2028

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NEGOTIATING TEAM

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Mike Reid, Chairman
Jim Rogers, NOCUT/CTA
Magdalena Villalba, FUHS
Becky Villegas, LSHS

ARTICLE I: AGREEMENT

This is an Agreement made and entered into this 9th day of May, 2025, between the Fullerton Joint Union High School District (hereinafter referred to as "District") and the Fullerton Secondary Teachers' Organization, the California Teachers' Association and the National Education Association (hereinafter referred to as "Association").

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; 2/21/12; 9/24/13; 5/20/16; 4/3/18; 4/9/21; 4/25/22; 5/9/25

ARTICLE II: RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for the bargaining unit of employees comprised of teachers, librarians, counselors, psychologists, speech and language pathologists, mental health specialists, and credentialed school nurses (full-time, part-time, hourly, and on leave), but excluding substitutes, consultants, other occasional hourly certificated employees, all management, confidential, supervisory, and all other employees.
- 2.2 Both the Employer and the Association acknowledge their affirmative duty and shall not engage in discriminatory practices prohibited by state or federal discrimination statutes. No employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of actual or perceived characteristics including but not limited to race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or employee's association with a person or group with one or more of these characteristics.

11/15/76; 10/10/83; 9/16/86; 5/12/88; 11/24/08; 5/20/16; 3/12/25; 5/9/25

ARTICLE III: DEFINITIONS

- 3.1 Day refers to a day in which the Education Center is open for business.
- 3.2 School Day refers to a day on which students are required to attend classes, other than during summer session.
- 3.3 Work Day refers to a day on which employees are required to render services to the District.
- 3.4 Staff Development Day is a non-instructional day for students but is a duty day for certificated staff.
- 3.5 Non-Instructional Duty Day is a day during which students are not in attendance and during which employees participate in activities, and perform duties on the school campus, during a period of time equivalent to the regular school day, as assigned by the immediate administrator.
- 3.6 Employee refers to a member of the bargaining unit that is represented by the Association.
- 3.7 Home-Based Service are services rendered at an office to be maintained at the employee's residence.
- 3.8 "Full-Time Employee"
 - 3.8.1 A full-time teaching employee at a comprehensive high school is normally assigned to a five-fifths teaching schedule. In addition to a five-fifths teaching schedule, full-time teaching employees will normally have five preparation periods weekly. A preparation period is normally equivalent in time to a teaching period.
 - 3.8.2 A full-time teaching employee at the Continuation High School (La Vista) is normally assigned to a six-sixth teaching schedule. In addition to a six-sixth teaching schedule, full-time teaching employees will normally have ten preparation periods weekly. A preparation period is normally equivalent in time to a teaching period.
 - 3.8.3 A full-time teaching employee at the Alternative Education High School (La Sierra), or any of its programs, is normally assigned to a five-fifths teaching schedule, or an equivalent time block equal to seven and one half (7.5) hours, similar to a comprehensive high school. In addition to a five-fifths teaching schedule, full-time employees will normally have five preparation periods or equivalent time blocks weekly.
 - 3.8.4 All other certificated employees in a non-teaching role whose work contributes to the overall learning experience by providing necessary services or managing operational aspects of the school.
- 3.9 Part-Time Employee is assigned to a less than full time teaching schedule. For purposes of determining the work day for part-time teaching employees, one-fifth is equal to one-and one-half hours of daily service and one-sixth is equal to one-and-one- quarter hours of daily service.
- 3.10 Teacher on Special Assignment refers to a teacher whose assignment, or a portion thereof, does not require classroom duties on a daily basis.
- 3.11 Immediate family shall include:

- 3.11.1 child, which for the purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis – this definition of child is applicable regardless of age or dependency status
- 3.11.2 daughter-in-law or a son-in-law
- 3.11.3 biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3.11.4 a spouse or registered domestic partner
- 3.11.5 grandparent
- 3.11.6 grandchild
- 3.11.7 sibling
- 3.11.8 current brother-in-law, current sister-in-law
- 3.11.9 current grandmother-in-law, current grandfather-in-law
- 3.11.10 any relative living in the immediate household of the employee
- 3.12 Superintendent refers to the chief executive and administrative officer of the District
- 3.13 Board or Board of Trustees is the governing board of the District which is the public school employer of the employees covered by this Agreement.
- 3.14 Evaluator refers to the chief administrative officer or his designee(s) to which an employee is assigned and by whom the employee is evaluated.
- 3.15 Immediate Administrator is the immediate supervisor of the employee.
- 3.16 Local Administrator - is assigned by the District to administer a campus or other work location.
- 3.17 School Personnel are all persons employed by the District.
- 3.18 Emergency refers to an unforeseen occurrence requiring immediate action.
- 3.19 Administrative Appointments may include individual employees, or employees in groups, such as department, or faculty meetings.
- 3.20 District Curriculum Coach refers to a certificated teacher who has been selected by the District to provide academic and curricular support to employees.
- 3.21 Collaboration/Co-Teaching - is a collaboration or co-teaching class in which a general education teacher is assigned a roster that includes both general education students and students with subject-specific Individualized Education Program (IEP) services. To support the implementation of

these services, a Special Education teacher is assigned to co-teach with the general education teacher for the full duration of the scheduled class period on a daily basis.

- 3.22 Learning Resource Period is defined as a designated special education teacher period that is not student-rostered, during which the special education teacher provides specialized instructional support, accommodations, or interventions to help students meet the goals outlined in their Individualized Education Programs (IEPs). The primary focus of this period is to address the specific academic, organizational, behavioral, or social-emotional needs identified in students' IEPs. Services may be delivered individually or in small groups. This period may also be used for preparation related to IEP meetings, provided that all mandated Learning Resource minutes outlined in students' IEPs are met.
- 3.23 Reproductive Loss Event means the day or, for a multiple day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:
- 3.23.1 Failed adoption means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to an employee who would have been a parent of the adoptee if the adoption had been completed.
- 3.23.2 Failed surrogacy means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to an employee who would have been a parent of a child born as a result of the surrogacy.
- 3.23.3 Miscarriage means a miscarriage by an employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born as a result of the pregnancy.
- 3.23.4 Stillbirth means a stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual, if that employee would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- 3.23.5 Unsuccessful assisted reproduction means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy.
- 3.23.6 Assisted reproduction means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.
- 3.23.7 These definitions for Reproductive Loss Leave should be construed consistent with Government Code section 12945.

2/3/92; 9/14/99; 11/24/08; 2/21/12; 5/20/16; 4/25/22; 5/9/25

ARTICLE IV: HOURS OF EMPLOYMENT

4.1 Work Week

- 4.1.1 The work week for all full-time employees shall be not fewer than forty (40) hours, rendered in school-based and home-based services per week. Prior to performing extra duties, the scope of the expected duties and any compensation therein, must be articulated to the employee by the immediate supervisor prior to any work being initiated.
- 4.1.2 Employees may leave campus at the end of the regular student day if there are no student, parent, or administrative appointments. Employees assigned to teach regular classes on more than one campus each day will have their duty hours assigned by the Superintendent, or designee, so that the school-based services, including travel between schools, do not exceed the other provisions of this Article.
 - 4.1.2.1 In addition to the weekly service requirement described above, an employee shall be responsible, under the direction of their immediate administrator, for duties normally associated with the education profession, including but not limited to: parent conferences, faculty and department meetings, open houses, back-to-school nights, emergency substitute teaching duties and other professional obligations that may require the employee to be available outside the school day.
 - 4.1.2.2 Recognizing that the educational process is enhanced by cooperation between parents and school staff, teachers and other employees shall encourage individual contacts with parents and students by being available to them-with reasonable notice-before and after the regular school day.
- 4.1.3 Counselors, speech and language pathologists, psychologists, librarians, nurses, special education case carriers, TOSAs, and other employees assigned duties which do not normally require that they meet regularly with classes of students shall normally have an eight-hour duty day. The daily schedule of all eight-hour certificated employees will be developed at the beginning of each semester by the designated supervising administrators and the employees they supervise. A schedule may be adjusted as necessary with the approval of the supervising administrator.
- 4.1.4 At the employee's request, the local administrator may release any employee (classroom and non-classroom based) from normal on-site duty hours without creating a precedent. In the absence of such release or other administrative direction, an employee shall remain on site during the established normal duty hours.
- 4.1.5 All employees shall have as part of their normal duty day a thirty (30) minute duty-free lunch.
- 4.1.6 On the Fall Semester's Records Day the workday will be four (4) hours for employees who have properly completed and submitted grades and/or other reports. On the last non-instructional duty day, employees will be released from service upon completion of the checkout process and the submission of all grades and other reports.

- 4.1.7 Other duties, such as student supervision and school-sponsored activities, will be made available for employees to select, at a time determined by each site, during the first two contract duty days each year. Each campus will use an equitable system that covers all campus employees.
- 4.1.7.1 A Joint Administration/FSTO Co-Curricular Committee will be established on each school site annually to review the activities requiring staff supervision and to determine an equitable system for the assignment of duty points. The maximum number of duty points assigned annually will be no greater than four (4).
- 4.1.7.2 In the event that an activity is rescheduled or canceled, the site administration will work collaboratively with the affected employee(s) to reassign the duty to the new date of the original activity or to another activity at a later date in the school year. Duty points shall not be carried over from one school year to the next school year.
- 4.1.7.3 Duties will be assigned as equitably as possible. Employees assigned to more than one campus each day will not be assigned such other duties beyond the normal hours of service.
- 4.1.7.4 Local administrators will not assign employees to evening dances, musical programs, or drama productions unless such duties are related to their class assignments; however, an employee who volunteers for such duties may request that the Joint Administration/FSTO Co-curricular Committee assign them points for said duties and the Committee may assign those points.
- 4.1.7.5 Unassigned time within the workday will only be assigned by mutual consent of the employee and principal/designee.
- 4.1.8 Employees shall not engage in concerted activities while in a paid status when performing any school-based services which by way of examples include instructional periods, conference periods, parent conferences, faculty and department meetings, open houses and back-to-school nights.
- 4.1.9 The Association recognizes that careful observance of duty hours is essential to fulfilling professional duties and maintaining community respect. Individual employees are expected to be punctual in meeting their assigned hours and to complete grades, attendance, and other reports according to the established timelines.
- 4.1.9.1 In the event that an employee is not fulfilling this obligation, the employee will be provided an oral warning and, if necessary, a written notice.
- 4.1.9.2 If further action is necessary, the supervisor may submit a recommendation for disciplinary action to the Superintendent, or designee, with a copy to the employee. The Superintendent, or designee, will review the recommendation and the employee's response, if any, and may specify a penalty of up to a maximum of one day's pay.
- 4.1.9.3 No employee shall be disciplined without just cause. All information and proceedings shall be kept confidential.

4.2 Modified Workday - To Assist With Lowering Class Size

4.2.1 The Association and Administration supports efforts to balance the assignment of staff to correspond to the registration and attendance of students.

4.2.1.1 Employees may apply for modified hours and, upon approval by the Principal and Superintendent or designee, will be allowed to teach an additional class in the fall semester and one less class in the spring semester.

4.2.1.2 The specific hours will be approved by the Principal and Superintendent or designee.

4.2.1.3 The employee will receive the normal compensation as if completing the assignment in the usual manner. Compensation will be adjusted in the event of partial-year service.

4.3 Modified Work Year - To Assist With Balancing Class Size

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

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

4.3.1.2 Request to teach one more class in the fall semester and one less class in the spring semester

4.3.1.3 Retire effectively at the end of the fall semester

4.3.1.4 Request a leave of absence for the spring semester

4.3.1.5 Request a part-time assignment for spring semester.

4.4 Shared Assignments (Job Sharing)

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

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

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

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

4.5 Special Education Release Time

- 4.5.1 Any full-time special education teacher who is not assigned a non-student, case management/learning resource period will be provided release time for the purpose of required testing and preparation for triennial IEPs. For teachers that meet this criteria, the District will provide the equivalent of one half (½) day of release time per student on a caseload when testing is required for triennial IEP. For complex annual IEPs, additional release time may be arranged with approval of an immediate administrator.
 - 4.5.1.1 Case Management/Learning Resource Period - Teachers who are assigned a Case Management and/or Learning Resource period as part of their regularly scheduled workday shall utilize that time to fulfill their professional responsibilities associated with the implementation of the individual with Disabilities Education Act (IDEA). These responsibilities may include but are not limited to: developing and maintaining Individualized Education Programs (IEPs), conducting required assessments, coordinating services, collaborating with staff and families, and ensuring compliance with all relevant federal, state, and local mandates related to the education of students with disabilities.
- 4.5.2 Special Education Teachers assigned a non-student case management/learning resource period as part of their regularly scheduled work assignment may not use time during an assigned collaboration period, without prior approval from the immediate administrative supervisor and advance notification to the General Education Collaboration Teacher.
 - 4.5.2.1 Special Education Teachers assigned a non-student, case management/learning resource period as part of their regularly scheduled work assignment may not use time during an assigned collaboration period, without prior approval from the immediate administrative supervisor.

4.6 Extra Fiftths

- 4.6.1 First Consideration- Part-time employees shall be given first consideration of additional fiftths/full-time assignments (for which they are qualified) if such additional fiftths/full-time assignments become available.
- 4.6.2 The following criteria will be used to assign a full-time contract teacher to an additional teaching period:
 - 4.6.2.1 The administration will determine if there is a vacancy for an additional teaching period to be added to a full-time teacher's assignment.
 - 4.6.2.2 The administration will notify the entire staff when there is an additional teaching period available to seek interest.
 - 4.6.2.3 The additional teaching period criteria will include credentialing and success in previous and present assignments. If all relevant criteria from the above list are equal, District seniority shall be the determining factor. Every attempt will be made to equitably distribute the additional teaching period to all eligible employees.
 - 4.6.2.4 An employee who is denied the additional teaching period will be provided a

written rationale statement on how the relevant criteria was applied, if so requested by the employee.

- 4.6.2.5 The chosen teacher will be offered a six/fifth (6/5) contract for the designated period of time.
- 4.6.2.6 A teacher cannot be assigned to a six/fifth (6/5) contract for more than two (2) consecutive semesters unless mutually agreed upon by representatives of the Association and the District.
- 4.6.2.7 No more than five (5) 6/5 contracts shall be offered on any one campus during a specific semester.

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; 9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16; 4/3/18, 5/9/25

ARTICLE V: WORK YEAR

- 5.1 The length of the employee work year will not be more than 186 days, except for new employees whose work year will not be more than 188 workdays.
- 5.2 There shall be a minimum of two (2) non-instructional duty days and four (4) staff development days. New employees will have a minimum of four (4) non-instructional duty days and four (4) staff development days.
 - 5.2.1 The two (2) staff development days held prior to the start of student attendance will each include a sufficient period of uninterrupted preparation time, which shall not include the employee's duty-free lunch period, for the purposes of classroom/workspace preparation, completion of annual mandatory training, and individual planning. The remaining time shall be determined by the Principal for the purposes of communicating important information, preparing employees for the coming school year and supporting professional learning activities.
 - 5.2.2 The two (2) staff development days held during the course of the school year, one in each of the fall and spring semesters, will be for the purpose of professional learning activities.
 - 5.2.3 The District and FSTO agree that staff development provides valuable opportunity for employees to collaboratively build capacity in the area of pedagogy and allows for all staff to deliver a quality educational program for all students. Each site administration, through the site Leadership Team, shall afford employees input in the planning of site's professional learning activities for the school year.
 - 5.2.4 Following the completion of these two (2) staff development days, as well as each of the subsequent staff development days held during the fall and spring semesters, a survey will be given to allow employees the opportunity to provide input to the Principal on the effectiveness of the staff development days and to allow them the ability to make suggestions for future staff development days.
- 5.3 If an emergency occurs, the work year for employees at that site may be extended to meet the Education Code requirements of 180 days of student instruction. The work year may be modified if established holidays are changed by state or federal authority.
- 5.4 Employees assigned to teach regular classes on more than one campus each day for the full school year will have their work year extended by one workday. The employee will be compensated for the additional workday at the employee's daily rate.
- 5.5 Work Year for Non-Teaching Employees
 - 5.5.1 Individual non-teaching employees may request a different work year assignment and/or alternation in duty days. This might result in individual employees working a different work year than other employees. Such provisions may be developed at the site level, but in each case require the approval of the Assistant Superintendent, Human Resources.

5.6 Counselors

- 5.6.1 Counselors will work 191 days and first-year counselors will work 193 days, as long as State funding is available.
- 5.6.2 The additional five (5) days will be worked at the beginning of the instructional year. Counselors may modify their work schedule for the first five days by working half days, up to a maximum of ten half days, at their request.

5.7 Credentialed School Nurses

- 5.7.1 Credentialed School Nurses will work 189 days, and first-year Credentialed School Nurses will work 191 days.
- 5.7.2 The additional three (3) days will be determined through the development of the annual certificated duty day calendar and may include the combination of two (2) days occurring at the beginning of the instructional year and one (1) day occurring after the conclusion of the instructional year or during three (3) consecutive days occurring prior to the beginning of the instructional year, depending upon the start and end dates and the holiday schedule of the given work year.
 - 5.7.2.1 The three (3) additional days worked by the Credentialed School Nurses will be for the purpose of engaging in preparatory activities, including but not limited to: the development and facilitation of staff training in basic first aid procedures; the preparation for and instruction in the administration of opioid antagonists (e.g. Narcan); and the administration, oversight and certification of tuberculosis attestation compliance of District employees.

5.8 JROTC Instructors

- 5.8.1 JROTC instructors will work twelve (12) months, as long as Federal Military Instructor Pay (MIP) provides for ½ of the salary for a twelve (12) month instructor.
- 5.8.2 In the event a branch of the United States Military reduces funding from twelve (12) to eleven (11) months, the affected JROTC instructors from that military branch will work eleven (11) months, as long as Federal Military Instructor Pay (MIP) provides funding for ½ of the salary for a ten (10) month instructor.
 - 5.8.2.1 The District currently pays for one-half (1/2) of the salary throughout the school year covering twelve months. In response, the District will support an eleven (11) month work year.
- 5.8.3 Should the District receive notification of a change in months from the U.S. Military, the number of workdays for NJROTC instructors will be adjusted as outlined above.

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; 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; 4/25/22; 5/9/25

ARTICLE VI: COMPENSATION

6.1 Salary Schedule

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

6.1.1 Effective for the 2025/26 Fiscal Year

- 6.1.1.1 The 2025/26 salary schedules shall be increased by 2%, which represents eighty-two point four percent (82.4%, rounded up to the nearest hundredth) of the projected statutory COLA (2.43%) for the 2025/26 fiscal year. This 2% increase will be applied to the certificated salary schedule effective July 1, 2025.
- 6.1.1.2 Additionally, an off-schedule payment of 2% shall be paid at the end of the 2025/26 school year. This one-time 2% payment shall be applied to the May 2026 paycheck. Business services will verify active employees as of April 1, 2026, and calculate the one-time 2% payment based on each employee's annual salary (which includes longevity, excludes all extra earnings, and may be pro-rated depending on the date of hire).
- 6.1.1.3 Based on the current State, Federal, and global economic volatility, the Parties will reopen ARTICLE VI: COMPENSATION of the Collective Bargaining Agreement for the 2025/26 school year, if the 2025-2026 on-going total Federal funding to the District decreases from the previous year by the equivalent of an on salary schedule cost of 1% or greater (the cost of 1% is currently estimated at \$1,388,334). Within 30 calendar days of State verification of the reduced Federal funding, the District will conduct an analysis of the impact, and within 90 calendar days, the Parties will meet to negotiate this impact.

6.1.2 Effective for the 2026/27 Fiscal Year

- 6.1.2.1 The 2026/27 salary schedule shall be increased by sixty percent (60%) of the statutory final funded 2026/27 COLA, rounded up to the nearest hundredth, plus any funded on-going augmentations as set forth in the State Budget Act for 2026-2027 (e.g. if the funded COLA is 3.52%, 2.11% will be applied to the certificated salary schedule effective July 1, 2026). Ongoing augmentation is a permanent increase to the base funding that is separate from, and in addition to, any statutory Cost-of-Living Adjustment (COLA).
- 6.1.2.2 Additionally, an off-schedule payment of 2% shall be paid at the end of the 2026/27 school year. This one-time 2% payment shall be applied to the May 2027 paycheck. Business services will verify active employees as of April 1, 2027, and calculate the one-time 2% payment based on the employees annual salary (which includes longevity, excludes all extra earnings, and may be pro-rated depending on the date of hire).

6.1.2.3 The Association and the District shall meet no later than ten (10) days following the regularly scheduled February 2027 meeting of the Board of Trustees in order to engage in the limited reopening of two (2) articles of the 2025-2028 Collective Bargaining Agreement, excluding ARTICLE VI: COMPENSATION and ARTICLE VII: HEALTH & WELFARE BENEFITS. The parties will submit their initial proposals for the limited negotiations prior to and present them during the regularly scheduled Board Meeting in February, 2027.

6.1.2.4 Based on the current State, Federal, and global economic volatility, the Parties will reopen ARTICLE VI: COMPENSATION of the Collective Bargaining Agreement for the 2026/27 school year, if the 2026/27 on-going total Federal funding to the District decreases from the previous year by the equivalent of an on salary schedule cost of 1% or greater (the cost of 1% is currently estimated at \$1,388,334). Within 30 calendar days of State verification of the reduced Federal funding, the District will conduct an analysis of the impact, and within 90 calendar days, the Parties will meet to negotiate this impact.

6.1.3 Effective for the 2027/28 Fiscal Year

6.1.3.1 The 2027/28 salary schedule shall be increased by fifty percent (50%) of the statutory final funded 2027/28 COLA, rounded up to the nearest hundredth, plus any funded on-going augmentations as set forth in the State Budget Act for 2027/28 (e.g. if the funded COLA is 3.63%, 1.82% will be applied to the certificated salary schedule effective July 1, 2027). On-going augmentation is a permanent increase to the base funding that is separate from, and in addition to, any statutory Cost-of-Living Adjustment (COLA).

6.1.3.2 Additionally, an off-schedule payment of 2% shall be paid at the end of the 2027/28 school year. This one-time 2% payment shall be applied to the May 2028 paycheck. Business services will verify active employees as of April 1, 2028, and calculate the one-time 2% payment based on the employees annual salary (which includes longevity, excludes all extra earnings, and may be pro-rated depending on the date of hire).

6.1.3.3 Based on the current State, Federal, and global economic volatility, the Parties will reopen ARTICLE VI: COMPENSATION of the Collective Bargaining Agreement for the 2027/28 school year, if the 2027/28 on-going total Federal funding to the District decreases from the previous year by the equivalent of an on salary schedule cost of 1% or greater (the cost of 1% is currently estimated at \$1,388,334). Within 30 calendar days of State verification of the reduced Federal funding, the District will conduct an analysis of the impact, and within 90 calendar days, the Parties will meet to negotiate this impact.

6.2 Initial Placement

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

- 6.2.1.1 A clear or preliminary CTC authorized credential will provide a minimum salary schedule placement at Class III, Step 1.
- 6.2.1.2 Placement of employees who have a clear or preliminary CTC authorized credential will be determined by the column headings on the salary schedule.
- 6.2.1.3 Placement of employees on the JROTC Salary Schedule will be determined by the salary step that is at least the same amount, or higher, than the JROTC Minimum Instructor Pay (MIP), as long as MIP guidelines are stated in governmental contract.

6.3 Units of Credit for Salary Schedule Advancement

- 6.3.1 It is to the employee's and the District's advantage to plan jointly further work in graduate, upper, or appropriate lower division courses. All units shall be related to the current or anticipated area(s) of assignment and are intended to improve the employee's ability to provide service. All such units for salary advancement shall be taken after the date for the granting of the Bachelor's Degree. Units earned prior to the date of the Bachelor's Degree may be used if the institution certified them as postgraduate work. Other units may be used for salary advancement with the prior approval of the Assistant Superintendent, Human Resources.
 - 6.3.1.1 The formula for converting quarter units to semester units shall be: the number of Quarter units $\times 2 \div 3$ = the number of semester units.
 - 6.3.1.2 College credit used for advancement on the salary schedule shall be from an accredited institution.

6.4 Placement

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

6.5 Master's Degree

- 6.5.1 A Master's Degree will place an employee on the Certificated Salary Schedule in Class IV. Beginning July 1, 2025, any additional units that have been earned that are not required by the granting institution for the Master's Degree shall be used for advancement to Class V or VI. Changes in compensation resulting from this advancement in Class will not be retroactive.

6.6 Adjustments

- 6.6.1 Employees eligible for salary schedule class advancement under the terms of the current contract may obtain such advancement effective either August 1 or January 1.
 - 6.6.1.1 Requests for August 1 adjustment shall be submitted by the first week of school with support documentation verifying eligibility by October 1.
 - 6.6.1.2 Requests for a January 1 adjustment shall be submitted by December 15 with support documentation verifying eligibility by February 1.

- 6.6.1.3 All such requests and documentation shall be submitted to the Assistant Superintendent, Human Resources, for approval on or before the dates specified.
- 6.6.1.4 If a submission date listed above falls on a weekend or holiday, then the date of submission shall be the next day that the Education Center is open.

6.7 Professional Career Increment

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

6.8 Step and Column

- 6.8.1 Salary class and step advancements will be given to qualified employees not later than three regular pay periods or three months, whichever is longer, after the employee files proper documentation where required for the salary increase. Both parties will include the cost for said class and step changes as a part of their annual compensation package cost.
- 6.8.2 Step advancements will be given to JROTC teachers annually until the maximum step is achieved.

6.9 Split Assignments

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

6.10 JROTC - JROTC teachers will receive an annual stipend of:

- 6.10.1 \$500 for an Associate's Degree.
- 6.10.2 \$1,000 for a Bachelor's Degree.
- 6.10.3 \$3,000 for a Master's Degree.
- 6.10.4 These stipends shall not be cumulative.
- 6.10.5 JROTC teachers who obtain a Single Subject credential may be placed on the Certificated Salary Schedule at the employee's request.

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; 9/6/05; 11/24/08; 2/21/12; 5/20/16; 4/3/18; 4/9/21; 4/25/22, 5/9/25

ARTICLE VII: HEALTH & WELFARE BENEFITS

7.1 Insurance Plans

- 7.1.1 For the period January 1, 2026, through December 31, 2027, the District will provide each qualified employee with hospital, accident, major medical, vision, and dental insurance plans for employees and dependents, and life insurance for employees. Employees who work at least a 60 percent assignment shall qualify for insurance benefits.
- 7.1.2 The District's maximum contribution will be 100% Kaiser Plan A, or 100% HMO Plan A, or the District provided equivalent. The District will provide a maximum contribution of 86.75% for the PPO Plan A, or the District equivalent. Any cost above the District maximum contribution will be paid by the unit members through payroll deduction.
- 7.1.3 Unit members not eligible for full benefits under the District's insurance plan are entitled to purchase insurance at the actual cost to the District. Part-time employees, working 50 percent or more, and less than 60 percent, desiring District insurance coverage for the employee and/or dependents shall complete a District payroll deduction form for the additional premium cost.
- 7.1.4 Eligible employees who complete the school year shall have health and welfare benefits under the District's Health and Welfare Benefit Program effective through the last day of August. Employees who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms shall have health and welfare benefits commence at the beginning of the next pay period.
- 7.1.5 In order to be eligible for insurance benefits, employees must work no less than a sixty percent (60%) assignment. All part-time employees covered by this agreement hired after July 1, 2002, working less than a full-time (100%) contract but working at least a sixty percent (60%) assignment shall have medical, dental, vision, and life insurance benefits premiums paid by the District covering the employee only. Eligible part-time employees desiring District insurance coverage for dependents shall complete a District payroll deduction form for the additional premium cost.
- 7.1.6 Unit members and retirees with a spouse or registered domestic partner covered by the District insurance plan prior to January 1, 2015, shall be required to designate one unit member as the sole insured. Only one of the parties is eligible for the District insurance plan. In exchange, the District will provide \$2,500 annually, to each employee, subject to deductions and withholdings.
- 7.1.7 Employee life insurance is \$50,000. Employees may apply for supplemental life insurance coverage. The Supplemental coverage premium is to be paid through payroll deduction.

7.2 Retired Employees: Insurance Benefits

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

- 7.2.2 Employees hired after July 1, 2011, who at age 55, 56, or 57 retire under the State Teachers' Retirement System (STRS) after fifteen (15) years of service in the District will receive the Group Medical (Hospitalization, Accident, Major Medical), Vision, Dental and Life Insurance Plans, as provided for regular full-time teaching employees.
- 7.2.2.1 Medicare eligible retirees, spouses and/or registered domestic partners shall utilize Medicare as their primary insurance. This benefit will cease for the retiree and his/her dependents upon the death of the employee, or at age 65, whichever occurs first.
- 7.2.3 For Employees hired prior to July 1, 2011, Group Medical (Hospitalization, Accident, Major Medical) Insurance as provided for regular full-time teaching employees will be paid by the District for each employee, age 58 or older, who retires under the State Teachers' Retirement System (STRS) after ten (10) years of service in the District.
- 7.2.4 For employees hired after July 1, 2011, Group Medical (Hospitalization, Accident, Major Medical) Insurance as provided for regular full-time teaching employees will be paid by the District for each employee, age 58 or older, who retires under the State Teachers' Retirement System (STRS) after fifteen (15) years of service in the District.
- 7.2.4.1 Medicare eligible retirees, spouses and/or registered domestic partners shall utilize Medicare as their primary insurance. This benefit will cease for the retiree and his/her dependents upon the death of the employee, or at age 65, whichever occurs first.
- 7.2.5 A retired employee may purchase the group insurance programs available to regular full-time employees, provided that the retired employee complies with the requirements established by the applicable insurance company.

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; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16; 4/3/18; 4/9/21, 4/28/2: 5/9/25

ARTICLE VIII: LEAVES

8.1 Notification Procedures

- 8.1.1 In the event employees find it necessary to be absent from duty for reasons of Bereavement Leave, Personal Necessity Leave, or Sick Leave, they shall enter the appropriate form of absence in the absence management system by no later than 7:00 a.m. on the day of the absence.
- 8.1.2 In situations in which extenuating circumstances prohibit employees from reporting absences in advance, employees will contact their immediate supervisors as soon as reasonably possible.
- 8.1.3 The District may request verification for the utilization of the leave provisions contained within this Article.

8.2 Bereavement Leave

- 8.2.1 Purpose - The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family (as defined in Article III).
- 8.2.2 Eligibility - An Employee covered by this Agreement.
- 8.2.3 Procedure - Employees exercising this leave of absence provision shall enter their absences as described in section 8.1.
- 8.2.4 Requirements - An employee shall be granted necessary time off up to five (5) days for bereavement purposes. Additional days of absence beyond those described herein may be provided in accordance with the terms of the Personal Necessity Leave provisions of this Article. Such leave does not have to be taken consecutively and must be completed within three (3) months of the date of death, or with approval by the employee's immediate administrator.
- 8.2.5 Compensation - All days of absence used in accordance with the provisions of Bereavement Leave shall result in no loss of compensation to the employee.
 - 8.2.5.1 Employees who have been employed for at least 30 days shall be entitled to not less than five (5) days of bereavement leave pursuant to Government Code 12945.7. The five (5) days shall consist of any days of paid leave as set forth in this section. If in the event an employee is not entitled to five (5) days under this section, the employee shall be entitled to take two (2) additional days of leave (not to exceed five total) using any available paid leave pursuant to Article 8, Section 8.6 (Personal Necessity Leave), with the remainder of the days to be unpaid.
- 8.2.6 Return to Service - The District may request verification for the utilization of Bereavement Leave.

8.3 Industrial Accident and Illness Leave

- 8.3.1 Purpose - Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
- 8.3.2 Eligibility - An Employee covered by this Agreement.
- 8.3.3 Procedure
- 8.3.3.1 An employee who has sustained a job-related injury shall report the injury on an approved accident report form to the immediate administrator within twenty-four (24) hours of knowledge that the illness is an alleged work-related injury, unless physically unable to comply.
- 8.3.3.2 Delay in reporting a work-related injury could jeopardize benefits provided under Workers' Compensation.
- 8.3.3.3 In order to qualify for Industrial Accident or Illness Leave coverage, an employee claiming such leave (lost time) shall be examined and treated (if necessary) by a physician approved by the District's industrial accident insurance carrier.
- 8.3.3.4 Allowable leave for the same illness or accident shall be not more than sixty (60) school days in any one fiscal year (July 1-June 30) or when the employee would otherwise have been performing work for the District.
- 8.3.3.5 Allowable leave shall not be accumulated from year to year.
- 8.3.3.6 Industrial Accident or Illness Leave shall commence on the first day of absence due to an approved Worker's Compensation claim and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 8.3.3.7 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 8.3.3.8 Any employee receiving benefits as a result of this section shall, during the periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside of the State.
- 8.3.3.9 During any Workers' Compensation Paid Leave of Absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 8.3.3.10 Upon conclusion of this Industrial Paid Leave, an employee who sustains continued industrial illness and injury may utilize any unused sick leave benefits providing that any sick leave utilization, when combined with any temporary

disability, indemnity, shall not exceed 100% of the employee's normal compensation for any period.

- 8.3.4 Return to Service - An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers' Compensation physician certifying the ability to return to the employee's position classification and perform the essential functions of the position with or without restrictions.

8.4 Jury Duty Leave and Official Appearance Leave

- 8.4.1 Purpose - Judicial and official appearance leaves shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for any reason except due to the connivance or misconduct of the employee.
- 8.4.2 Eligibility - An employee covered by this Agreement.
- 8.4.3 Procedure
 - 8.4.3.1 The employee seeking an official Jury Duty Leave shall notify and provide the official jury summons to the immediate administrator.
 - 8.4.3.2 Such requests shall be submitted not less than ten (10) days prior to the beginning date of the leave.
 - 8.4.3.3 Upon receipt of the jury summons, the employee shall enter the leave in the absence management system as described in section 8.1.
 - 8.4.3.4 An employee who receives a jury duty notice during the school year may request a postponement of jury duty from a workday (or days) to a non-work day (or days) and will receive substitute teacher pay rate for each day the employee is on jury duty during the non-work days.
- 8.4.4 Requirements - An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.
- 8.4.5 Compensation - An employee granted a Jury Duty Leave under these provisions shall be granted District compensation which, when added to jury compensation, shall not exceed the employee's regular District compensation.
- 8.4.6 Return to Service - The employee shall provide the Jury Attendance Certification to the immediate administrator upon return to service.

8.5 Unpaid Personal Leave

- 8.5.1 Purpose - An employee may request an Unpaid Personal Leave of Absence for reasons of study, professional improvement, family hardship, health, or other personal reasons.
- 8.5.2 Eligibility - An employee covered by this Agreement.
- 8.5.3 Procedure

- 8.5.3.1 An employee seeking an approved Unpaid Personal Leave of Absence shall submit a request, including the reasons, any supporting information, and the duration of the requested leave to the immediate administrator.
- 8.5.3.2 The immediate administrator shall submit the request to the Superintendent, or designee, normally not less than five (5) workdays prior to the beginning date of the leave.
- 8.5.3.3 The decision of the Superintendent, or designee, for approval or denial of such requests shall be final.
- 8.5.3.4 The employee shall provide reasonable notice of the intent to utilize such leave. Notice shall not be less than that required to successfully obtain a substitute, under any circumstances.
- 8.5.3.5 The employee shall provide the District with contact information by which the employee may be contacted during the leave.
- 8.5.4 Compensation - Any Unpaid Personal Leave of Absence granted under these provisions shall be without compensation. The use of Unpaid Personal Leave will also result in a reduction in the employee's State Teachers Retirement System service credit.
- 8.5.5 Return to Service
 - 8.5.5.1 An employee who has been granted Unpaid Personal Leave for either the full year or second semester of the year shall notify Human Resources in writing by March 1st to confirm the employee's intention to return to the District in the coming year.
 - 8.5.5.2 If such written notice is not received by Human Resources on or before March 1st, the employee shall waive the rights to reinstatement to their current position as provided in Education Code.
 - 8.5.5.3 After March 1st, but before June 30th, the employee shall be reinstated to the position classification held prior to the Unpaid Personal Leave of Absence or to a position for which the employee is certified.
 - 8.5.5.4 If, at the time of reinstatement, an employee no longer has the credential authorization utilized at the time the leave was granted, the employee may be terminated by the District.
 - 8.5.5.5 If the Unpaid Personal Leave of Absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating the ability to assume the essential functions of the assigned duties with or without restrictions

8.6 Personal Necessity Leave

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

8.6.2 Eligibility - An employee covered by this Agreement and who has sufficient Unused Sick Leave credit.

8.6.3 Procedure

8.6.3.1 Employees shall submit a request for Personal Necessity Leave approval using the absence management system to the immediate administrator normally not less than three (3) workdays prior to the beginning date of the leave. Employees exercising this leave of absence provision shall enter the absence in the absence management system as described in section 8.1, except under extenuating circumstances.

8.6.3.2 In the event that an employee's immediate administrator believes that Personal Necessity Leave is not being utilized in accordance with the provisions of this section, the immediate administrator may request supportive information.

8.6.3.3 The prior approval required for all Personal Necessity Leave shall not apply to the following conditions to the extent and only to the extent that prior approval cannot reasonably be requested:

8.6.3.3(a) Death or serious illness of a member of the employee's immediate family; or

8.6.3.3(b) Accident, involving person or property of the employee or a member of the employee's immediate family.

8.6.3.4 When prior approval cannot reasonably be requested, the employee shall make every reasonable effort to comply with the District procedures designed to secure substitutes, shall notify the employee's immediate administrator as soon as possible of the reason for and expected duration of the absence, and shall request approval of the absence.

8.6.3.5 An employee may use ten (10) occurrences of Personal Necessity Leave per year for personal reasons other than Association or political activity or business enterprise or recreation. Each individual use of Personal Necessity Leave constitutes an occurrence, regardless of the duration of the absence.

Examples for which Personal Necessity Leave may not be used are:

- Political activities and demonstrations
- Vacation, recreation or social activities
- Civic or organization activities
- Employee association activities
- Routine personal activities
- Occupational investigation
- Work stoppage
- Strike
- Picketing

8.6.3.6 In addition to the aforementioned procedures for the use of Personal Necessity Leave, employees may use up to three (3) Personal Necessity Leave days from

their unused sick leave, which shall not be subject to disclosure of the reason(s) for such use. These three (3) non-disclosed Personal Necessity Leave days are included in the maximum ten (10) days per year that may be used for the purposes of Personal Necessity Leave, not in addition to those ten (10) days.

8.6.3.7 The use of these three (3) non-disclosed Personal Necessity Leave days shall be identified as non-disclosed Personal Necessity Leave and shall not be utilized for the purposes enumerated above.

8.6.3.8 Additionally, the use of these three (3) non-disclosed Personal Necessity Leave days shall not occur on a workday preceding or following an observed holiday (including the Wednesday preceding and/or the Friday following an observed holiday occurring on a Thursday).

8.6.3.9 For the purposes of calculating leave deduction, the day shall be divided in units of sixths. Each unit is equal to 1 ¼ hours and/or major fraction thereof.

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

8.6.5 Compensation - An employee shall receive full compensation for not more than ten (10) days per year of approved Personal Necessity Leave, which shall be deducted from available accumulated Sick Leave.

8.6.6 Return to Service - The District may request additional verification of the purpose for the use of these provisions.

8.7 Retraining Leave

8.7.1 Purpose - A permanent employee may request a Retraining Leave to improve their ability to teach subject areas which better meet the needs of the students of the District.

8.7.2 Procedure

8.7.2.1 The applicant for Retraining Leave shall file a request and a proposal with the immediate administrator. Such a proposal shall specify the retraining program; the desired service to be provided to the District in the future; the duration of the leave; compensation desired; and the length of subsequent District services to be rendered.

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

8.7.2.3 By accepting and approving a Retraining Leave, the employee and the District agree to all conditions specified in the approved proposal.

8.7.2.4 Provisions of a Retraining Leave may vary from individual to individual, are evaluated and may be approved by management on a proposal by proposal basis. Because of the varying conditions to be considered, the approval or denial of

Retraining Leaves and/or items in proposals, is specifically not subject to the grievance process (Article XIV).

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

8.7.4 Compensation

8.7.4.1 An employee granted a Retraining Leave shall receive the salary specified in the approved proposal.

8.7.4.2 An employee on Retraining Leave shall continue to receive the same hospitalization, accident, major medical, vision, dental, and life insurance benefits and service plans that the District provides to employees currently employed full time.

8.7.4.3 The period of compensated Retraining Leave shall count toward retirement and the employee shall make the appropriate payment toward retirement.

8.7.5 Report on Activities - When requested, an employee on Retraining Leave shall file with the Superintendent, or designee, all written reports, transcripts, or other documents necessary to verify progress and/or completion of the activities specified in the approved proposal.

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

8.8 Sick Leave

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

8.8.2 Eligibility

8.8.2.1 A full-time employee shall be annually entitled to ten (10) days of Sick Leave.

8.8.2.2 Each year the employee shall be credited with up to two (2) bonus days of Sick Leave as set forth below. The number of bonus days of Sick Leave credited is a function of the number of regular sick days used as specified in the following table:

Regular Sick Leave Days Used	Bonus Sick Leave Days Credited	Net Change in Member's Sick Leave
0	2	12

1	2	11
2	2	10
3	0	7

8.8.2.3 Days donated to the Catastrophic Sick Leave Bank will not count as days used for purposes of calculating bonus days.

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

8.8.3 Procedure - An employee exercising Sick Leave provision shall enter the absence in the absence management system as soon as known, as described in section 8.1. The notification described herein shall also include an estimate of the expected duration of the absence.

8.8.4 Requirements

8.8.4.1 An employee aware of the need for absence due to surgery, pregnancy disability, child bonding, or other predictable or known cause, shall submit a statement, if requested by the District, from an attending physician as far in advance of the initial disability date as possible.

8.8.4.2 The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

8.8.5 Compensation

8.8.5.1 Any unused Sick Leave credit may be used by the employee for Sick Leave purposes without loss of compensation.

8.8.5.2 Extended Illness Leave - Upon exhaustion of all accumulated Sick Leave credit and any leave acquired from the Catastrophic Sick Leave Bank, an employee who continues to be absent for purposes of this policy shall receive substitute differential pay, in the amount of the difference between the employee's regular salary and the amount paid a substitute employee employed to fill their position, or the amount that would have been paid had a substitute been hired, or 50% pay, whichever is greater as provided below:

8.8.5.2(a) An employee who has exhausted all accrued sick leave but remains unable to work due to illness or injury accident, is eligible for substitute differential pay for a period not to exceed five (5) school months [or 100 days].

8.8.5.2(b) In order to qualify for substitute differential pay, an employee shall first utilize all accumulated sick-leave credit.

8.8.5.2(c) The District may request verification of illness or accident for use of substitute differential pay.

8.8.5.2(d) Only one increment of 100 days/five (5) months of substitute differential pay shall be allowed per accident or illness.

8.8.5.2(e) Only one increment of substitute differential pay shall be allowed per school year; regardless of the number of accidents or illnesses. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

8.8.5.3 For the purposes of calculating leave deduction, the day shall be divided in units of sixths. Each unit is equal to 1 $\frac{1}{4}$ hours and/or major fraction thereof. For the purposes of calculating leave deduction, the day shall be divided in units of sixths. Each unit is equal to 1 $\frac{1}{4}$ hours and/or major fraction thereof.

8.8.6 Return to Service - The District may request verification from the attending physician for the use of Sick Leave after three (3) consecutive days.

8.8.7 Termination of Sick Leave and Employment Status - If an employee remains unable to return to work after exhausting all available sick leave and other additional leave options, the employee will be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status.

8.8.7.1 At any time during the 24 or 39-month period, the employee is able to assume the duties of the position with or without work restrictions, the employee shall be reemployed in a position for which they are credentialed and qualified.

8.9 Disability Leave

8.9.1 The District shall grant a leave of absence to any employee who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers' Retirement System. If the employee is determined to be eligible for disability allowance by the system, such leave shall be extended for the term of the disability, but not more than thirty-nine (39) months from the date of approval of the disability allowance.

8.10 Military Leave

8.10.1 An employee shall be granted military leave as provided by the Education Code and Military and Veterans Code. Compensation for such leave shall be provided as required by law.

8.11 Pregnancy Disability Leave

- 8.11.1 Employees are entitled to use sick leave and extended illness leave as set forth in Article 8 Section 8.8 herein for disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or disability.
- 8.11.2 Except as provided in Article 8.13, such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities set forth above.
- 8.11.3 The length of such disability leave, including the date on which the leave shall commence and the date on which duties are resumed, shall be determined by the employee and the employee's physician; however, the District may require written verification of that information and the employee's medical inability to work.
- 8.11.4 In the event of stillbirth or miscarriage, the employee desiring to terminate leave shall be reinstated to her former position on the date authorized by the attending physician, or other licensed health advisor, and agreed upon by the District.

8.12 Family and Medical Leave

- 8.12.1 Eligible employees shall be entitled to family and medical leave as provided in the California Family Rights Act (CFRA) of 1991 (Government Code section 12945.2), and the federal Family and Medical Leave Act (FMLA) of 1993 (29 U.S.C. section 2601, et seq.),

8.13 Paid Parental/Child Bonding Leave

- 8.13.1 Pursuant to Education Code section 44977.5, employees shall be entitled to parental leave as set forth in this section. For the purposes of this section, "parental leave" shall be defined as leave for the reason of the birth of the employee's child, or the placement of a child with the employee for adoption or foster care.
 - 8.13.1.1 Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
 - 8.13.1.2 When an employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the CFRA, the employee shall be entitled to substitute differential pay or 50% pay, whichever is greater for any remaining twelve workweek period. The employee shall receive no less than 50% of their salary. In order to use substitute differential or 50% pay, the employee must be eligible for leave under the CFRA as set forth in section 8.12 of this Agreement, except that the employee is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
 - 8.13.1.3 Any leave taken under this section shall count against any entitlement to child bonding leave under the CFRA and the aggregate amount of leave taken under this section and the CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. Employees shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
 - 8.13.1.4 If both parents are employed by the District, each eligible parent is entitled to 12 workweeks of leave. Parental leave must be used within twelve (12) months following the birth or placement of the child. Parental leave must be taken in

increments of at least two (2) weeks' duration; however, the employee may take parental leave in increments of less than two (2) weeks on up to two (2) occasions.

- 8.13.1.5 If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year, provided leave is taken within 12 months of birth or placement of the child.

8.14 Reproductive Loss Leave

- 8.14.1 Upon a reproductive loss event, all employees who have been employed by the District for at least 30 days will be granted a total of five (5) days of Reproductive Loss Leave.

- 8.14.1.1 If an eligible employee experiences multiple reproductive loss events within a 12-month period, the employee may take no more than 17 days total of Reproductive Loss Leave within the 12-month period.

- 8.14.1.2 Reproductive Loss Leave need not be taken on consecutive days. It must be completed within three (3) months of the reproductive loss event entitling the employee to such leave, except that if, prior to or immediately following the Reproductive Loss Leave event, the employee is on, or chooses to go on Pregnancy Disability Leave, CFRA leave, or any other leave pursuant to state or federal law. The employee must complete his/her reproductive loss leave within three (3) months of the end date of the other leave, or with approval by the employee's immediate administrator.

- 8.14.2 Notice - Employees should provide notice of their need for Reproductive Loss Leave as soon as practicable to Human Resources. The District shall maintain confidentiality of any employee requesting leave, and any information provided to the District by a requesting employee shall not be disclosed except to Human Resources or management, as necessary, or as required by law. The District prohibits retaliation in any form against an employee who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

- 8.14.3 Compensation - Employees may use available paid leave concurrently with reproductive loss leave, including Personal Necessity. Reproductive Loss Leave shall be in addition to any leave used by an employee.

8.15 Leave for Victims of Qualifying Acts of Violence

- 8.15.1 Employees shall be entitled to leave pursuant to Government Code section 12945.8 when an employee is a victim of or has a family member who is a victim of, qualifying acts of violence.

8.16 Unauthorized Leave

- 8.16.1 The association recognizes the importance of protecting the instructional process and reducing periodic absences.

- 8.16.2 It is agreed that an employee who is absent from work other than for those days authorized by State law or authorized leave provision of this Agreement is taking an unauthorized absence.
- 8.16.3 Any unauthorized absence is a breach of contract, and a violation of this Agreement by an employee.
- 8.16.4 After three (3) days of unauthorized absence, the employee will be notified in writing at the employee's last known address of the breach of contract.
- 8.16.5 For unauthorized absences, the Board will deduct a salary amount equal to the ratio of days absent to the days of required service.
- 8.16.6 An employee who is absent due to unauthorized leave shall be subject to such action, up to and including termination of employment, as the Board deems appropriate under the circumstances.

8.17 Catastrophic Sick Leave Bank

- 8.17.1 Permanent certificated employees are eligible to participate in the Catastrophic Sick Leave Bank for the length of their employment provided they have donated at least one (1) day to the Bank.
- 8.17.2 All permanent certificated employees who are members of the Bank shall be eligible to use Catastrophic Leave under this article if, (henceforth the use of the term employee shall be synonymous with certificated employee):
 - 8.17.2.1 The employee suffers a catastrophic injury or illness that is expected to incapacitate the employee for an extended period of time (in excess of ten (10) days; and
 - 8.17.2.2 The employee needs extended time off from work, which would create a financial hardship for the individual because all accumulated sick leave has been exhausted; or
 - 8.17.2.3 An immediate member of the employee's family is incapacitated, which would require the employee to take time off from work for an extended period of time to care for the family member.
- 8.17.3 The term "catastrophic" shall refer to an acute, prolonged and/or life-threatening injury or illness that requires extended hospitalization and/or threatens serious residual disability which results in the employee's inability to work.
- 8.17.4 A permanent employee who has exhausted all accumulated sick leave and who is a member in good standing of the Catastrophic Sick Leave Bank prior to the request, shall be eligible to request sick leave from the Bank.
- 8.17.5 An employee may donate up to five (5) days of leave to the Bank annually, so long as the minimum number of accumulated sick leave days available in the employee's own sick leave account does not fall below ten (10) days at the time of donation.

- 8.17.6 Should the Bank reach six hundred (600) days prior to the enrollment/donation period, only employees wishing to become new members of the Bank will be eligible to make a donation for that school year.
- 8.17.7 The donation of sick leave by an employee shall be irrevocable.
- 8.17.8 Probationary employees newly hired to the District may donate one (1) day of sick leave during their first probationary year.
- 8.17.9 The FSTO shall administer the Bank program and share all information with the District. The employee shall file a "Certificated Sick Leave Bank Deposit Form" with the FSTO Office.
- 8.17.10 A donation to the Bank shall be a general donation and shall not be considered a donation for a specific employee's exclusive use.
- 8.17.11 An employee may only donate sick leave through the Catastrophic Sick Leave Bank.
- 8.17.12 Leave from the Bank may not be used for industrial accidents or illness, which qualifies the employee for Workers' Compensation benefits, unless all Workers' Compensation leave and the employee's own paid leave benefits have been exhausted.
- 8.17.13 Employees may join the Bank during the District's annual medical benefits open enrollment period held each August by donating a minimum of one (1) available sick day. If deemed necessary, however, the CECSLBC (Certificated Employee Catastrophic Sick Leave Bank Committee) may call for an additional donation period in which existing members of the Bank may donate up to the yearly maximum of five (5) days of sick leave.
- 8.17.14 An employee or designee wishing to utilize the Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The Request shall clearly state the details of the catastrophe, and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request.
- 8.17.15 The employee should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.
- 8.17.16 The Human Resources Office shall disseminate the Request Form to the CECSLBC members and call a Committee meeting immediately.
- 8.17.17 The CECSLBC shall consider the request of the employee within ten (10) calendar days of the submission to the Human Resources Office. The Committee shall consist of three (3) members selected by FSTO and two (2) Administrators appointed by the Superintendent. Approval of the request shall require a majority vote of the voting Committee members. The decision of the Committee shall be final. Committee members shall be selected annually prior to September 1.
- 8.17.18 The number of duty days an employee will be allowed to request at one time for a catastrophic illness/injury shall not exceed thirty (30) full workdays. Such days shall be integrated with the employee's differential pay, which when combined shall provide for no

more than the employee's regular per diem rate of pay. Any days approved by the CECSLBC that are unused by the employee shall be returned to the Bank.

- 8.17.19 If an employee uses a day from the Bank, pay for that day shall be at the same rate the employee would have received had the employee worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.
- 8.17.20 During September of each year, the FSTO Office shall provide the Assistant Superintendent Human Resources; with a statement specifying the number of days available as of September 1 of that year, and the number of days used in the previous year. During this time, the District and FSTO shall reconcile the list of participants in the program.
- 8.17.21 Donated days unused in any given year shall be carried over for use in the subsequent year and shall remain a part of the Bank.
- 8.17.22 If in any given year, the number of days in the Bank falls below one hundred (100), the Committee will notify FSTO of the need for the donation of additional days.
- 8.17.23 Hold Harmless - The Association agrees that it will not file, on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind related to any attempt by an employee to retrieve donated sick leave used by an employee pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any employee, any grievance, claim, or lawsuit of any kind, with attempts to challenge in any way the legality or implementation of this Section.

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

ARTICLE IX: RETIREMENT

9.1 Retirement Credit and Part-time Employment

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

9.2 Procedure

- 9.2.1 An employee must have reached the age of 55 years prior to reduction of workload.
- 9.2.2 No employee shall participate in the part-time service option after attaining the age of 65 years, except those who reach age 65 during the school year may continue reduced service for the balance of that school year.
- 9.2.3 An employee must have at least ten years of full-time employment in this District in a position requiring certification of which the immediately preceding five years were full-time employment.
- 9.2.4 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in a full-time position.
- 9.2.5 The option of part-time employment and full retirement benefits is limited to a minimum of one semester and/or a maximum period of not more than five years of such part-time status.
- 9.2.6 The request for part-time employment must be exercised at the request of the employee and formalized by CalSTRS approval and a written agreement prior to the period of reduced service at the beginning of the school year. The Superintendent or designee and the employee concerned shall mutually agree to the conditions of reduced service. The option of part-time employment can be revoked only by the mutual consent of the employer and the employee prior to March 1.

9.3 Compensation

- 9.3.1 An employee who elects a reduced workload in accordance with the conditions of this article shall be paid a salary which is the pro rata share of the salary that would have been earned if the request for part-time employment had not been made, and the employee shall retain all other rights and benefits of full employment.
- 9.3.2 An employee shall contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment were on a full-time basis. The District shall contribute the full-time employment share to the Teacher's Retirement Fund.
- 9.3.3 Any proposed modification of an employee contract is subject to approval by the Board of Trustees.
- 9.3.4 Employees using this provision shall be considered as part-time employees for purposes of Association dues, representation fees, or in lieu fees.

9.4 Special Early Retirement Program (SERP)

- 9.4.1 The parties agree to conduct a feasibility study for the purpose of providing a Special Early Retirement Program (SERP) to employees that would not result in an operating loss to the District.

9.5 Early Retirement Plans

- 9.5.1 An employee who retires from the District under CalSTRS may participate in the Early Retirement Plan if it is offered. Eligible employees for this Plan shall have reached the age of 55 years and have been employed full time as an employee for at least ten years.
- 9.5.2 All Early Retirement plans are subject to approval by the Board of Trustees.

9.6 Compensation

- 9.6.1 If mutually agreed to between the District and the employee, the maximum compensation will be the maximum amount authorized by statute and provisions of Cal STRS. The employee will be compensated at the daily salary rate of the employee at the time of retirement, up to the total amount agreed upon, which will be not more than the maximum amount authorized by statute. (See Appendix referenced below for details on compensation.)

11/15/76; 10/2/78; 6/18/81; 10/30/85; 2/3/92; 11/24/08; 9/24/13; 5/20/16; 5/9/25

ARTICLE X: SAFETY CONDITIONS

- 10.1 The District shall be responsible for providing and maintaining buildings/facilities for employees which are compliant with state safety regulations.
- 10.2 Site Safety Committees
 - 10.2.1 The District agrees to provide on-going opportunity for employees to make suggestions and recommendations to the site Administrator affecting the safety of employees through site safety committees. FSTO will appoint two (2) members to each site's safety committee. The safety committee will report annually to the site's staff members.
- 10.3 Reporting Procedures
 - 10.3.1 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force of violence directed toward school personnel, at any time or place which is related to school activity or school attendance, shall be immediately reported by employees to their immediate administrator.
 - 10.3.2 Each campus will develop a reporting procedure and review the procedure with the staff annually.
 - 10.3.3 Employees shall complete reports required by the District relating to the violations described herein. If requested of the immediate administrator, the employee will be informed of the disposition of the reported violation.
 - 10.3.4 Administrative notification to the employees who directly interacts with a violent student will be made either verbally or via email as soon as possible, within five (5) days upon the school's receipt of actual notice.
- 10.4 Requirements to Report
 - 10.4.1 When conditions constitute an obvious and immediate danger to the physical wellbeing of the employee and/or students for whom the employee is responsible, the employee shall immediately report the danger, both verbally and by email communication, to the site Principal or Supervisor who, in conjunction with the employee, will render prudent and responsible assistance in alleviating the danger.
 - 10.4.2 Employees assigned duties in the Adult Transition Program (ATP) and community based instruction program will be provided emergency communication devices that shall accompany staff members and students when outside the classroom or off campus. Emergency communication devices are not for personal use.
 - 10.4.3 Employees shall be responsible for submitting written recommendation, by email communication, to the site Principal or Supervisor regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to ensure compliance with applicable standard of the California Occupational Safety and Health Act, California State Compensation Insurance Fund, and the provisions of the District fire and liability insurance programs. The District shall respond in writing, within ten (10) days of receipt of such report by the local administrator.

10.5 Basic First Aid

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

10.6 Work-related Injury and Illness

10.6.1 Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation program and illness leave provisions for any injury or illness arising out of or in the course of their employment, as described in Article 8.3

10.7 The District shall provide a suitable location with necessary materials to enable the Credentialed School Nurse, SLPs, Counselors, Mental Health Specialists, and School Psychologists to carry out their confidential services in private.

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; 5/20/16; 4/9/21, 4/16/25; 5/9/25

ARTICLE XI: TRANSFER

- 11.1 The District shall maintain an up-to-date seniority list, which for the purpose of this Article, shall be the “order of employment list” required by California Education Code. This list shall be sent to the Fullerton Secondary Teachers Organization by December 1 of each year.
 - 11.1.1 A transfer is the movement of a unit member from one site to another site within the District. A transfer may include a change in subject area or split assignment.
 - 11.1.2 Movement from one program location to another program location within La Sierra High School does not constitute a transfer, but rather a change in assignment.
- 11.2 The District will post a compilation of currently available positions as they become available on the District or designated Web site (currently EdJoin - www.edjoin.org) and shall be emailed to all employees. All advertised positions will have a designated closing date. The District shall, by no later than April 15 of each school year, email all certificated members a list of known and anticipated openings for the next school year or, in the case of a mid-year transfer, by October 16.
- 11.3 Procedures
 - 11.3.1 The District shall give first consideration to all bargaining unit members for open positions before interviewing non-bargaining unit members.
 - 11.3.2 Transfer criteria shall include: credentialing, years of service in the District, experience, extracurricular assignment, and department leadership.
 - 11.3.3 Submission of a transfer request is considered non-binding and is not an implied offer or automatic transfer of assignment. A transfer request may be withdrawn at any time prior to the official confirmation that the transfer has been accepted.
 - 11.3.4 Filing of a transfer request is done without prejudice to the employee. It does not jeopardize their present position.
 - 11.3.5 An employee who has requested a voluntary transfer to another school shall receive an update as to the status of the request prior to the Spring semester records day.
 - 11.3.6 In the event of a denial, the District will provide a written rationale statement that explains how the relevant criteria was applied within ten (10) working days of the decision.
- 11.4 Employee Initiated Transfer - An employee may initiate, at any time, a request for transfer to any position for which they are qualified. There shall be three categories of employee-initiated transfer requests as follows:
 - 11.4.1 General Transfer Requests
 - 11.4.1.1 A general transfer request provides a notice to the District Human Resources Office of an employee's desire to transfer to some other site. A general request should identify the desired location or assignment and need not be filed in response to a specific opening. A general transfer request is a way for employees to indicate an interest in a future transfer and as a result, improve communication between the employee and the District. For these reasons, it is to the employees' and the

District's benefit to have general transfer requests, and the District and the Association will encourage employees to file such requests.

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

11.4.2 Specific Transfer Requests

- 11.4.2.1 A specific transfer request provides a notice to the District Human Resources Office of an employee's desire for transfer to a specific position which is vacant and posted for applicants.
- 11.4.2.2 An employee may request consideration for transfer to a posted position by completing the District-provided form. After filing the request with the office of Human Resources, the employee may request an interview with the Assistant Superintendent, Human Resources.

11.4.3 Voluntary Position Exchange

- 11.4.3.1 Two employees who wish to exchange an assignment for a year may submit a proposal to the Assistant Superintendent, Human Resources. The exchange, if approved, represents an agreement by the employees to fulfill the assignments, including all items listed in the proposal. At the end of the year, the employees either return to their original schools, or the exchange is considered final.
- 11.4.3.2 The intent of voluntary exchange is to encourage employees to seek a new experience. The intent is to allow the employees to return to their original school and department if they do not wish the exchange to be renewed. However, the exchange program does not provide a preferential status to the employee in the event of other transfer considerations.

11.5 Administrative Initiated Transfers

- 11.5.1 The District shall determine the number and types of classes necessary to meet the instructional needs of the schools. Based on this determination, the District shall define the staffing needs of the schools. In matching the staffing needs with teaching personnel, the District may assign certain unit members with appropriate experience and credentials to specific classes in order to meet the identified instructional needs of the District.
- 11.5.2 When an enrollment decrease necessitates transfer, or when another school has a greater need for an employee's specialized services, the local administrator shall determine if there are volunteers from the designated subject field(s) by communicating with all members of the department at a school site.
- 11.5.3 In designating the transferee, the local administrator shall consider the following criteria: credentialing, years of service in the District, experience, extracurricular assignment, and department leadership.

- 11.5.4 An employee who has received an unsatisfactory evaluation in any assignment may be transferred to provide an opportunity for improvement.
- 11.5.5 In the event that an Administrative Initiated Transfer is necessary, after the Association is informed, the proposed transferee will be notified of a pending transfer in a personal conference with the local administrator. The reasons for this transfer will be explained at this conference, at which an Association representative may be present if requested by the employee or the local administrator. Within 10 working days, an employee being transferred via an Administrative Initiated Transfer may request in writing a written rationale for the transfer which will be provided within ten (10) working days of the receipt of the request.
- 11.5.6 Normally, transfers will be processed according to the above criteria. However, when the Superintendent concludes that a transfer is in the best interest of the school District, the Superintendent or his designee will notify the employee and offer a personal conference at which an Association representative may be present (at the request of the transferee) to explain the reasons for the transfer.
- 11.5.7 If requested, a transferred employee will be provided written rationale as to why a transfer is necessary and how the relevant criteria were applied in choosing the transferee.
- 11.5.8 A transferred employee shall not be involuntarily transferred again for at least three school years if an appropriate assignment exists at the school.
- 11.5.9 All Administrative Initiated Transfers are subject to the grievance procedure.
- 11.5.10 If an employee is transferred after the school year begins, the employee will be provided two (2) workdays on campus for preparation.
- 11.5.11 The District shall provide the Credentialed School Nurse Lead the opportunity to give input about site needs and assignments. These employees may request a transfer for all or part of their assignment to the Director of Special Education.

11.6 Transfers Due To School Closing

- 11.6.1 Employees will be provided a District questionnaire. The employee will return the completed questionnaire to the Assistant Superintendent, Human Resources indicating the desires of the employee regarding assignment, location and related activities.
- 11.6.2 A list of vacancies for the District will be posted at the school to be closed, and other usual locations. Employees at the school to be closed may be given preferential treatment by the District over other employees in the following ways:
 - 11.6.2.1 Leaves of absence, including personal and retraining leaves
 - 11.6.2.2 Reduced assignment, including part-time employment with full retirement credit
 - 11.6.2.3 Retirement Credit and part-time employment
 - 11.6.2.4 Priority in placement over voluntary transfer requests
- 11.6.3 Transfer criteria shall include: credentialing, years of service in the District, experience, extracurricular assignment, and department leadership.

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, 4/29/25; 5/9/25

ARTICLE XII: CLASS SIZE

12.1 Class Sizes

12.1.1 Each school shall be staffed utilizing the ratio of one classroom teacher to twenty-eight and one-half (1:28.5) ADA. Classroom enrollments will be determined on the 21st day of each semester. Librarians, nurses, counselors, psychologists, and instructional staff allocated to categorically funded programs, and all non-unit personnel, shall be excluded from the staffing ratio.

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

- a. English
- b. Mathematics
- c. Science
- d. Social Studies
- e. World Language

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

12.2 Class Size by Subject

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

SUBJECT	MAX CLASS SIZE
English (Drama, Journalism, and Speech excepted), World Language, Laboratory Science, Mathematics and Social Science	38
Performing Arts, Physical Education, and JROTC	NONE
All other	40

12.3 Class Size Deadline

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

12.4 Exceeding Class Sizes

- 12.4.1 Upon the recommendation of the department leader, and with the consent of the teacher(s) involved, the site administrator may waive the class size maximums to specific courses. In addition, upon the recommendation, and with the consent of the teacher, the site administrator may waive the application of class size maximums for specific courses.
- 12.4.2 If, after a concerted effort by the site administrator to reduce the enrollment in a class that exceeds the class maximum, and the class size continues to exceed the maximum set, the leadership of FSTO and members of the association will support the efforts of the administration.
- 12.4.3 As determined appropriate by the site administrator, considering staff member input, teachers having classes in which the maximums have been exceeded shall be recognized by any creative or innovative means (for example, the reduction/removal of duty points).
- 12.4.4 If and when the District receives lottery monies, representatives of FSTO and Management will meet to study the feasibility of providing monetary means of recognizing teachers having classes in which the maximums have been exceeded.

12.5 Department Leader Recommendation on Class Size

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

12.6 Special Education and Class Size

- 12.6.1 Special Education students require extra support, often from speech and language pathologists, psychologists, and teachers. To ensure that these professionals are allowed the necessary time to support their assigned students, the following caseloads will be adhered to:
- 12.6.2 Special Education teachers assigned mild to moderate students shall have a maximum class size of no more than 35 students per class period. The recognition of mild to moderate reflects the previous designation of RSP as noted in the current California Education Code. Students designated as mild to moderate are working on State Standards and enrolled in courses that lead to a high school diploma
 - 12.6.1.3 Special Education teachers assigned moderate to severe students and/or Regionalized District programs shall average a caseload of no more than 15 students over two semesters.
 - 12.6.1.4 Speech and Language Pathologists shall average a caseload of no more than 55 students over two semesters.
 - 12.6.1.5 A teacher with a 5/5 teaching assignment and holding both teaching and speech and language credentials will not be assigned a speech and language caseload.

12.6.1.6 A reasonable attempt shall be made to assign Collaboration Teachers a common prep period to facilitate planning and preparation.

12.7 Counselor Caseloads

12.7.1 Counselors shall have an assigned student caseload so that the District average shall not exceed 575 students per counselor.

9/20/82; 6/3/96; 11/24/08; 2/21/12; 9/24/13; 4/9/21; 4/25/22, 5/9/25

ARTICLE XIII: PROCEDURES FOR EVALUATION

- 13.1 The Assistant Superintendent of Human Resources and the President of FSTO shall meet at least annually to review the evaluation process within the District.
- 13.2 The official personnel file of an employee shall be located at the Education Center. The following procedures for employee evaluation shall be utilized:
 - 13.2.1 Initial and Regularly Scheduled Evaluations
 - 13.2.2 During the first four school weeks of an appropriate semester or assignment, an evaluator(s) shall conduct a meeting(s) with evaluatees for the purpose of explaining, interpreting and discussing both:
 - a. Evaluation process and procedures
 - b. District and school level goals and objectives
 - 13.2.3 An evaluator(s) shall meet with each evaluatee to discuss evaluation criteria and timeline.
 - 13.2.4 Each evaluatee shall be notified of the identity of their evaluators.
 - 13.2.5 In addition, so that evaluators may be informed in order to facilitate professional growth opportunities as appropriate, each evaluatee shall provide the evaluator, based upon all relevant data, with written professional development goals to enhance skills to meet students' needs.
- 13.3 Evaluation Timeline
 - 13.3.1 Probationary employees shall be evaluated by three (3) evaluators each year until such time they reach permanency.
 - 13.3.2 Permanent employees shall be evaluated by at least two (2) evaluators every other year, beginning in the second year of permanency, and reoccurring in each of the fourth, sixth, eighth and tenth years of permanency.
 - 13.3.3 Permanent employees with (10) years of permanent service within the District may be evaluated every five (5) years, thereafter (in years 15, 20, 25, 30, 35, 40, etc.).
- 13.4 Prior to, or after an observation visit, the evaluatee shall provide the evaluator(s) with information on lesson plans, objectives, specific class characteristics, and other facts relevant to the observation.
- 13.5 If the evaluator and certificated employee being evaluated agree, subject to the requirements and limitations set forth in Education Code Section 44664, the certificated employee or the evaluator may withdraw consent at any time.
 - 13.5.1 Permanent employees who receive a "Does Not Meet Expectations" in any of the six (6) areas shall be evaluated the next school year.

- 13.5.2 If an employee is not performing their duties in a satisfactory manner according to the standards prescribed by the Governing Board, the employing authority shall notify the employee in writing of that fact and describe the unsatisfactory performance.
- 13.5.3 The employing authority shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in their performance.
- 13.5.4 If the employee's overall performance does not improve, then the employee will re-enter the evaluation process the following school year. The employee and the FSTO President will be notified by the Principal in writing.
- 13.6 Non-teaching employees shall be evaluated using an appropriate evaluation form.
 - 13.6.1 These employees shall provide the evaluator(s) with information on objectives, specific pupil characteristics, and other facts relevant to the observation/evaluation.
 - 13.6.2 Evaluations of these employees shall be composed of interviews with the employee as well as with observations as appropriate.
- 13.7 The evaluator may modify the evaluation criteria during the evaluation period in response to changes in circumstances and shall notify the evaluatee within ten (10) duty days of the change(s).
- 13.8 Hearsay shall not be utilized in the evaluation of an employee.
- 13.9 Probationary employees will be provided written evaluations and follow-up conferences by the end of December and March.
- 13.10 The employee shall be provided with a copy of an evaluation before it is placed in their personnel file.
- 13.11 If it is evident to the evaluators during the evaluation sequence of a probationary employee that the probationary employee may receive an unsatisfactory evaluation which may result in a decision to terminate employment, the employee will be provided written evaluations and follow-up conferences by the end of March.
 - 13.11.1 Those evaluatees who receive unsatisfactory written evaluations will be given guidance in an effort to improve areas of weakness.
 - 13.11.2 The evaluator may structure a specific program of assistance which could include direct assistance, resources, work with specific resource personnel, released time visitations, designation of preparation courses, observation, written progress reports, and progress conferences.
 - 13.11.3 Evaluatees must be evaluated subsequently according to provisions of the evaluation and improvement process (Article XIII, Part B), if so designated by the local administrator.
- 13.12 Timely feedback is encouraged for all observations. Written feedback is required to be provided to the employee from the observer within ten (10) duty days if the observation reveals any issue of concern that could be referenced in the formal written evaluation.
 - 13.12.1 The evaluatees shall have ten (10) duty days following an evaluation conference to respond in writing to the written evaluation, and it will be attached to the evaluation form.

- 13.13 Alleged violations of these evaluation procedures are subject to grievance. An evaluator's judgments and recommendations contained in evaluations are the professional opinion of the evaluator and are not subject to review through the grievance procedure.
- 13.14 If an FSTO employee receives their evaluation less than 30 days prior to the last day of school, at the employee's discretion, that evaluation may be discarded, and that employee may be reevaluated the following year.
- 13.15 Employees who have a split assignment between two or more school sites will be evaluated jointly by at least one (1) evaluator from each site.
- 13.16 Evaluation and Improvement Program
- 13.16.1 The purpose of this supplemental evaluation procedure is to provide a specific program for improvement to employees who have received unsatisfactory evaluations.
- 13.16.2 The evaluator(s) shall conduct a meeting(s) with the evaluatee for the purpose of explaining, interpreting, and discussing:
- Evaluation process and procedures, including the identity of the evaluators.
 - Specific objectives, procedures, and performance expectations for the employee.
 - Inservice and personal professional development activities to be undertaken by the evaluatee and the expected results.
- 13.16.3 The evaluator will provide the evaluatee with a specific evaluation program. This program will provide prompt comment on evaluative situations, written evaluations, and conference(s) at least once each semester. The evaluation program will include frequent observations and/or evaluation situations as provided in the program.
- 13.17 The evaluator may modify the evaluation criteria during the evaluation period in response to changes in circumstances and shall notify the evaluatee of the change(s).
- 13.18 The employee shall be provided with a copy of an evaluation before it is placed in their personnel file.
- 13.19 The evaluatees shall have ten (10) duty days following an evaluation conference to respond in writing to the written evaluation, and it will be attached to the evaluation form.
- 13.20 Alleged violations of these evaluation procedures are subject to grievance. An evaluator's judgments and recommendations contained in evaluations are the professional opinion of the evaluator and are not subject to review through the grievance procedure.
- 13.21 Requests for Assistance
- 13.21.1 Employees who have been assigned to teach classes outside of their area of recent service may request inservice assistance. Such a request shall be made during or before the initial thirty (30) days of service in the new assignment.
- 13.21.2 The evaluators will develop a plan of assistance, as provided in 13.16
- 13.21.3 Requests for assistance and successful completion of an inservice plan are an indication of

the employee's desire to provide quality service.

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; 9/24/13; 4/3/18; 4/9/21;
4/25/22; 3/12/25; 5/9/25

ARTICLE XIV: GRIEVANCE

14.1 Definitions

- 14.1.1 Grievance refers to an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the grievance procedure be used for any other matters not specifically included in this contract.
- 14.1.2 Grievant refers to an employee or the Association filing a grievance. Any issue involving Association rights or representation fee shall begin at Level II.
- 14.1.3 Conferee refers to any representative of the Association selected by the grievant to assist in presenting and processing the grievance, except as limited in the informal level of this procedure. An immediate administrator with whom a grievance is filed may also choose a representative in processing grievances, except as limited in the informal level.
- 14.1.4 District Grievance Form shall mean a District-provided form completed in writing by the grievant within twenty (20) days of the occurrence or within twenty (20) days of the date by which the grievant could reasonably have known of the alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which gave rise to the grievance. It is recognized that a delay in time may diminish the ability to resolve a grievance; therefore, early action is to be encouraged.

14.2 General Provisions

- 14.2.1 The purpose of the grievance procedure is to attempt to secure equitable solutions to grievances. All parties agree that the proceedings will be kept informal and confidential and that the grievant and immediate administrator should attempt to resolve the grievance at the lowest possible level.
- 14.2.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision on the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision on the grievance.
- 14.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate administrator or to have the grievance adjusted, prior to Level II, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any formal resolution shall not be agreed upon by the District and the grievant until the Association has been provided a copy and allowed an opportunity to respond.
- 14.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant or upon the administrator with whom it may be filed.
- 14.2.5 The grievant and immediate administrator shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. Each party shall bear the cost of its own witnesses. Such witnesses shall be in addition to the

conferee that either party may select. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that the first filed will be first considered.

- 14.2.6 A grievant who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the Grievance Procedure for the alleged contract violation. However, time limits at each level may be adjusted by mutual consent.
- 14.2.7 Once a grievance arising from a particular incident(s) or incident(s) or circumstance(s) has been resolved, another grievance based on that particular incident may not be filed.
- 14.2.8 The processing of grievances shall not be permitted to interfere with the efficient operation of the schools.
- 14.2.9 In a case of multiple grievance claims arising from the same issue and the same set of circumstances, the District may elect to hear only the first written grievance filed, and the decision rendered shall be applicable to all other claims.
- 14.2.10 An employee filing a grievance may use one hour of release time at Level I, two hours of release time at Level II, and will be provided one day of release time for each day of arbitration hearings at Level III. The employee will be provided release time as needed for the conciliation conference at Level III and one day of release time for each day of arbitration hearings at Level IV.

14.3 Informal Level

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

14.4. Formal Level

14.4.1 LEVEL 1

- 14.4.1.1 Within twenty (20) days of the occurrence, or within twenty (20) days after the date on which the grievant could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on a properly completed District-provided form to the immediate administrator. The grievance shall contain a clear and concise statement including the specific article(s) alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The grievance form shall bear a number which the grievant shall obtain by calling or going to the District Human Resources Office prior to submitting the form to the immediate administrator.

- 14.4.1.2 The immediate administrator shall communicate a decision to the grievant in

writing within ten (10) days after receiving the grievance. If the Administrator does not respond within such time period, the grievant may appeal to the next level.

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

14.4.2 LEVEL 2

- 14.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Assistant Superintendent, Human Resources, within ten (10) days after the immediate administrator delivers their response to the grievance. The grievant must deliver a copy of the appeal statement to the employee's immediate administrator. This written appeal statement shall include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal.
- 14.4.2.2 Either the grievant or the Assistant Superintendent, Human Resources, may request a personal conference within the foregoing time period to discuss the grievance. Either party may have a conferee present at such a conference.
- 14.4.2.3 The Assistant Superintendent, Human Resources, or their designee shall communicate a decision within ten (10) days after such a conference.

14.4.3 LEVEL 3

- 14.4.3.1 If the grievant is not satisfied with the decision at Level II, they may, within ten (10) days after a decision by the Assistant Superintendent, Human Resources, request in writing that the grievance be submitted to conciliation.
- 14.4.3.2 If the grievant requests conciliation, the parties will, within ten (10) days after receiving the request, contact the California Conciliation Service and set a meeting with a Conciliator for as soon as possible for all parties.

14.4.4 LEVEL 4

- 14.4.4.1 If the grievant is not satisfied with the result of Level III Conciliation, they may, within ten (10) days of the conclusion of Level III Conciliation, request in writing that the Association submit their grievance to arbitration. A copy of this request shall be given to the Assistant Superintendent, Human Resources. The Association, by written notice to the Assistant Superintendent, Human Resources, within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to arbitration.
- 14.4.4.2 If arbitration is requested, the grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the California Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public school matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- 14.4.4.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 14.4.4.4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to them. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to whether or not the grievance can be arbitrated, the question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.
- 14.4.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, regulations, and procedures of the District.
- 14.4.4.6 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to the Superintendent and the grievant their findings.
- 14.4.4.7 If the arbitrator's findings do not require any outlay or transfer of District funds as a direct or indirect consequence, then the findings of the arbitrator shall be final and binding
- 14.4.4.8 If the arbitrator's findings require any outlay or transfer of District funds as a direct or indirect consequence, then the findings of the arbitrator shall only be advisory to the Board and if, upon review of the arbitrator's findings and recommendations, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. Nothing in this section shall preclude any employee's right to resort to a court of law after exhaustion of the advisory arbitration procedure.

11/15/76; 10/2/78; 1/18/80; 10/30/85/ 9/16/86; 5/12/88; 2/3/92; 11/24/08, 4/16/25; 5/9/25

ARTICLE XV: ASSOCIATION RIGHTS

15.1 Association Rights

- 15.1.1 The Association recognizes its responsibilities to consistently and thoroughly inform unit members of the provisions of the master contract. In fulfilling this responsibility, the Association will have the opportunity to use school and District resources as provided below.
- 15.1.2 The Association will have the opportunity to use school buildings under the Civic Center provisions, as long as such use does not interfere with District programs.
- 15.1.3 Association representatives may post notices on the FSTO designated employee bulletin board to be provided in each school in accordance with Appendix D, 'Bulletin Board Procedures.' The Association may make reasonable use of teacher mailboxes. A copy of each publication distributed to the Unit or to the public by FSTO, its officers, representatives, and site representatives shall be provided to the site administrators and the Superintendent, or designee, at the same time the item is distributed. The Association may make reasonable use of the District mail service for purposes of communication. The District mail service will make scheduled pickup and delivery at the Association office at 749 S. Brea Boulevard in Brea, and such service will be on a District established schedule.
- 15.1.4 Authorized representatives of the Association will be permitted to transact Association business at schools as long as such business does not interfere with performance of employee's duties. Association representatives will notify a local administrator in advance when a general meeting is to be held. An Association representative, not employed by the District, must notify a local administrator of their presence on campus.
- 15.1.5 Upon request of the Association officer(s), and with the approval of the Superintendent, or designee, the District will provide the Association with a maximum of 20 days each year of paid release time for Association officers. The cost of substitutes is to be billed to and paid by the Association. Released time is normally to be arranged in full days; however, up to a maximum of five days may be arranged in half-day units. Additional days may be arranged by mutual agreement on an unpaid basis.

15.2 FSTO President Release Time

- 15.2.1 The Association will reimburse the District for fifty percent (50%) of CLASS VI Step 1 for the release of the FSTO President.
 - 15.2.1.1 The calculation will be based on a total of twelve (12) sections, six (6) for the first semester and six (6) for the second semester. For example, Class VI Step 1 equals \$83,444.26, divided by 12, multiplied by 6, and then multiplied by 50%, which equals \$20,861.07.
 - 15.2.1.2 FSTO may request a full release and reimburse the District at fifty percent (50%) of Class II Step 1. For example, Class II Step 1 equals \$64,404.55, divided by 12, multiplied by 6, multiplied by 50%, equals \$16,101.14. In this scenario, FSTO will reimburse the District \$36,962.20 for a full release (one FTE).
 - 15.2.1.3 The release time will be arranged with the Superintendent, or designee, for

three-fifths or one FTE, based on FSTO's request for release time during both the first and second semesters of each school year for the term of this contract.

15.2.1.4 By fully releasing the President, the District and FSTO will be able to maintain the strong support and mentoring of its new teachers.

15.3 District Disclosure of Employees

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

15.3.2 New Employee Orientation – AB 119

15.3.2.1 The District shall provide FSTO access to employee orientations for all newly hired permanent employees who are eligible for representation by FSTO.

15.3.2.2 FSTO shall receive ten (10) days' advance notice prior to any such orientation. Orientation dates may be scheduled on an ongoing, regular basis as determined by the District, provided that scheduling adheres to the ten-day notice requirement. Shorter notice may be permitted in cases of urgent need critical to District operations.

15.3.2.3 In accordance with AB 119, the District shall collaborate with FSTO to ensure effective implementation of new employee orientation provisions and the timely sharing of employee contact information.

15.3.2.4 Within thirty (30) days of hire (defined as the Board of Trustees Authorized Date) or placement into a classification represented by FSTO, the District shall provide the following information to the FSTO President via electronic mail:

- First Name, Middle Initial, Last Name, and Suffix
- Teaching Certification
- Worksite and Worksite Telephone Number
- Physical Address (Street, City, State, ZIP Code)
- Employee Telephone Numbers on File
- Email Address on File
- Hire Date (Board of Trustees Authorized Date)
- Employee ID

15.3.2.5 If necessary, one additional FSTO member representative may participate for up to thirty (30) minutes, with full release time granted from regular duties.

15.3.2.6 All FSTO representatives are expected to follow the District's orientation schedule and be available during the scheduled times.

15.3.2.7 Orientations shall be conducted on District property during the regular workday of FSTO unit members and scheduled by the District. Supervisory or management employees may not be present during the FSTO portion of the orientation unless their attendance is required due to an urgent operational need of the District.

ARTICLE XVI: PROFESSIONAL DUES & PAYROLL DEDUCTIONS

16.1 Association Establishment

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

16.1.2 Membership in the Association is not compulsory.

16.2 Association Dues

16.2.1 Pursuant to Ed, Code §45060, the Association shall notify the District of the dues deduction authorization and cessation of any authorizations. As the exclusive representative of employees in the bargaining unit, the Association has the sole and exclusive rights to have employee organization membership dues deducted by the District for employees in the bargaining unit who elect membership status in the Association. Nothing in this article gives the Association any authority over the District's internal payroll procedures.

16.2.2 The District shall not require the completion of a new payroll deduction authorization for union dues when a dues or other change has been affected without the express approval of the Association.

16.2.3 The Association shall annually notify the District, in writing, of all members of the Association that have provided written authorization for payroll deductions. The Association shall provide the District with updated membership lists as needed to ensure that dues are properly deducted from members of the Association.

16.2.4 Upon receipt of the list of individuals providing written authorization for payroll deduction of dues as members of the Association, the District shall deduct one-tenth (1/10) of the amount of such unified dues from the salary payment of the unit member each month for ten months in each year of the authorization. The District shall deduct a pro rata portion of the annual dues for unit members authorizations executed after the commencement of the school year. A month shall be determined if more than fifty-one percent (51%) of the teaching days in that month remain after the employee commences work.

16.3 Employee Authorizations

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

16.4 Remittance and Reimbursement

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

16.4.2 On a monthly basis, the District shall transmit to the Association a verified accounting statement which identifies all funds remitted pursuant to section 16.4.1.

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

16.5 Cancelling or Changing Authorizations

- 16.5.1 Unit member request to cancel or change authorizations for payroll deductions or membership in the Association shall be directed to the Association rather than to the District.
- 16.5.2 The Association is responsible for processing requests to cancel or change authorizations for payroll deductions or unit members' membership status in the Association.
- 16.5.3 The District shall rely on information provided by the Association regarding whether unified dues payroll deductions were properly canceled or changed.

16.6 Hold Harmless

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

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, 4/16/25

ARTICLE XVII: DISTRICT RIGHTS

17.1 District Rights

17.1.1 It is understood and agreed that the Board retains all of its powers and authority to direct, manage, and control the operation of the District to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Included in, but not limited to, those District duties and powers are the exclusive right to:

- determine its organization;
- direct the work of its employees;
- determine the times and hour of operation;
- determine the kinds and levels of services to be provided, and the methods and means of providing them;
- establish its educational policies, goals, and objectives;
- ensure the rights and educational opportunities of students;
- determine staffing patterns, including the number and kinds of personnel required;
- maintain the efficiency of District operations;
- determine the curriculum;
- build, move or modify facilities;
- establish budget procedures and determine budgetary allocation;
- determine the methods of raising revenue;
- enter into contracts for supplies and services;
- take appropriate action in the event of an emergency.
- retains the right to hire, classify, assign, transfer, evaluate, promote, suspend and terminate employees.

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

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

11/15/76, 3/26/25; 5/9/25

ARTICLE XVIII: CONCERTED ACTIVITIES

18.1 Association Agreement

- 18.1.1 It is agreed and understood that for the duration of this Agreement the Association shall not authorize, cause, support, engage in, or sanction any strike, picket, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities. There shall be no interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the terms of this Agreement, including compliance with the request of other organizations to engage in such activity.
- 18.1.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. Violation by the Association shall be cause to withdraw any and all rights, privileges, or services provided for in this Agreement.
- 18.1.3 It is agreed and understood that any employee violating this Article, including use of personal leave for concerted activity, may be subject to action up to and including termination of employment by the District, pursuant to due process of law. Upon exhaustion of impasse, as defined by the Public Employment Relations Board, the provisions of Article XVIII, Concerted Activities, shall be suspended to the extent permitted by law and the Public Employees Retirement Board.

11/15/76; 10/2/78; 2/3/92, 3/12/25

ARTICLE XIX: SUPPORT OF AGREEMENT

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

11/15/76, 5/7/25

ARTICLE XX: EFFECT OF AGREEMENT

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

11/15/76, 5/7/25

ARTICLE XXI: SAVINGS PROVISION

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

11/15/76; 9/16/8; 5/9/25

ARTICLE XXII: DURATION AND RENEGOTIATION

- 22.1 This Agreement shall be effective as of July 1, 2025, and shall continue in full force and effect until June 30, 2028.
- 22.2 The Association shall submit its initial proposal for a successor agreement for 2029 prior to the regularly scheduled Board meeting in February 2028.
- 22.3 The Association and the District shall meet to establish ground rules and develop a negotiation schedule within five (5) days of the completion of the public hearing.
- 22.4 It is the intent of the Association and the District to initiate negotiations no later than ten (10) days following the first meeting.
- 22.5 The parties recognize the significance of the public procedures and are committed to fulfilling the objectives of that process.

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; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16; 4/3/18; 4/9/21; 4/25/22, 3/26/25

ARTICLE XXIII: PEER ASSISTANCE AND REVIEW

23.1 Resources and input to develop excellence

- 23.1.1 In accordance with ABX 1 Education Code Sections 44500 through 44508, the District and FSTO elected to implement the Peer Assistance and Review Program hereafter referred to as Project PRIDE (Peer Resources and Input to Develop Excellence). Project PRIDE may be terminated in the event that the State eliminates funding.
- 23.1.2 Mission Statement: The Fullerton Joint Union High School District values its teachers as professionals who profoundly impact the lives and futures of the students they serve. The District provides support services to enhance the performance of all teachers with the goal of improving the education of all students.
- 23.1.3 Purpose: Project PRIDE provides a framework within which exemplary teachers assist fellow teachers in subject matter knowledge and/or teaching strategies.

23.2 Definitions

- 23.2.1 Project PRIDE Consulting Teacher: A teacher selected by the Joint Committee to provide assistance to a Participating Teacher.
- 23.2.2 Project PRIDE Curriculum Specialist: A teacher approved by the Joint Committee to provide specific assistance to a Participating Teacher.
- 23.2.3 Referred Participating Teacher: A permanent teacher whose last annual performance evaluation included a referral to Project PRIDE.
- 23.2.4 Voluntary Participating Teacher: A permanent teacher who requests specific assistance. Documentation regarding a Voluntary Participating Teacher shall be considered confidential and shall not be placed in the personnel file.

23.3 Joint Committee

- 23.2.1 Project PRIDE shall be administered by a Joint Committee which shall consist of:
 - 23.3.1.1 four (4) District classroom teachers, each with a minimum of five (5) years classroom experience in the District, selected by FSTO. The Joint Committee shall be composed of teachers not currently serving as or applying for the positions of Consulting Teacher or Curriculum Specialist.
 - 23.3.1.2 three (3) site administrators selected by the District. FSTO will notify the District of the sites represented by the FSTO selections prior to the District selection of administrators, with the intent of representing each campus on the Joint Committee.
- 23.3.2 The Assistant Superintendent of Education and Assessment Services or designee shall be the facilitator of the Joint Committee.
- 23.3.3 Qualifications for teacher members of the Joint Committee shall be the same as those for

Consulting Teachers.

23.3.4 The Joint Committee shall operate under such By-laws or Standing Rules as it may adopt by a majority vote when a quorum is present. A quorum is defined to be a minimum of five members of the seven Joint Committee members, with at least one more teacher than administrator present.

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

23.4 Consulting Teachers

23.4.1 Consulting Teachers shall have the following minimum qualifications:

23.4.1.1 permanent teacher with at least five years of current classroom experience in the District;

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

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

23.5 Compensation

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

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

23.5.3 Curriculum Specialists shall be compensated at the District's certificated non-student contract hourly rate. Mileage expenses incurred shall be reimbursed at the approved District rate per mile

23.5.4 The certificated chairman stipend will be \$1,500 and this will be the only compensation received for being on the Joint Committee.

23.6 Hold Harmless Clause

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

employees under the provisions of the California Government Code.

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, 4/2/25

ARTICLE XXIV: PROFESSIONAL GROWTH AND CREDENTIAL RENEWAL

- 24.1 In order that teachers remain informed of changes in pupil needs, each unit member will annually survey students enrolled in their classes.
 - 24.1.1 The departments at each site will be allowed to develop questions for the student survey, which reflect District goals and priorities, for use by its members.
 - 24.1.2 There will be no requirement that the results of the survey be shared or made known.
 - 24.1.3 Employees shall consider the survey results when developing professional development plans.
 - 24.1.4 Teachers will distribute, collect, and review the results of their students' survey.
 - 24.1.5 The District will provide an adequate amount of new funding to each site to conduct the survey.
 - 24.1.6 In order to facilitate the planning of professional growth activities which enhance employees' skills and knowledge in meeting the needs of pupils, the site staff development committee shall request information from all employees regarding identified areas for improvement and assistance needed annually.
 - 24.1.7 Employees shall use all relevant data in determining areas for improvement and assistance.
- 24.2 To assist in professional development, department leaders may observe and provide bargaining unit members with feedback.
- 24.3 The principal at each school shall form a staff development committee comprised of the site's department leaders or their designees. The committee shall make recommendations to the principal regarding the planning, organization, date(s), place(s), and content of the staff development of certificated employees on the school site each school year for the days designated as a "Staff Development Day."
- 24.4 Employees shall maintain all teaching credentials which were active July 1, 1978, or subsequent time of employment.
- 24.5 In January of each year, the Human Resources Department will supply a list of names of members whose credentials are to be renewed that year, with the list to be posted at each site. The responsibility for credential renewal continues to remain with the credential holder.

9/16/86; 9/14/99; 9/10/02; 11/24/08; 9/24/13, 5/7/25

ARTICLE XXV: EMPLOYEE DISCIPLINE

- 25.1 It is the purpose of this section to implement only the provisions of Government Code Section 3543.2(b) permitting suspension without pay for up to 15 days. This article is limited to setting forth the procedures for suspending a permanent employee during the school year from the position in which they have gained tenure. No suspension shall be imposed without just cause.
- 25.2 Nothing in this article shall limit the District's right to evaluate employees in accordance with the provisions of this agreement. This article is not intended to replace or limit the District's rights under California law to institute dismissal proceedings or to institute immediate suspension or mandatory leaves of absence when so called for under California law. Discipline under this article shall not be regarded as a precondition to proceedings under California law. This article shall not apply to verbal reprimands or the release or dismissal of probationary teachers or any other matter not involving a proposed suspension of a permanent employee during the school year from the position in which they have gained tenure.
- 25.3 A written notice of the proposed suspension specifically stating the reasons for the proposed suspension shall be given to the employee prior to implementing the suspension.
- 25.4 Within ten (10) days of the receipt of written notice, the employee may appeal the proposed suspension to Article XIV, Level III, by filing a written request with the Assistant Superintendent, Human Resources. If the employee is not satisfied with the result of the Level III Conciliation, they may, within (10) days of the conclusion of Level III Conciliation, request in writing that the Association submit the proposed suspension to arbitration in accordance with the provisions of Article XIV, Level IV.
 - 25.4.1 The issue(s) to be submitted to the arbitrator shall be: Is the proposed suspension of (employee's name) for just cause, and if not, what if any is the appropriate discipline? The decision of the arbitrator shall be binding upon the District, the Association, and the employee.

5/12/88; 11/24/08; 3/12/25

ARTICLE XXVI: PROCEDURES FOR REPORTING CHILD ABUSE

- 26.1 The following procedures shall be followed in reporting suspected child abuse:
- 26.1.1 The employee who has knowledge of or observes a child in their professional capacity or within the scope of employment who they know or reasonably suspect has been the victim of child abuse or neglect shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.
 - 26.1.2 Forms shall be available at each site and at the District Office and are also available online. Completed forms are sent in triplicate to the appropriate agency as shown on the form. The current phone numbers for the Registry will be available at each site office.
 - 261 .3 The employee shall then report the incident to their immediate supervisor/designee or the Superintendent/designee if the immediate supervisor is not the appropriate person.
 - 261.4 A copy of the form shall be retained by the employee with a photostatic copy provided to the administrator originally notified. The photostatic copy shall be kept confidential.
 - 26. 1.5 The District will make a reasonable effort to update employees annually of their rights and responsibilities under the law regarding reporting child abuse.

5/12/88; 4/9/21, 5/7/25

ARTICLE XXVII: STUDENT SUSPENSION BY AN EMPLOYEE

- 27.1 An employee may suspend any pupil from their class, for any of the acts enumerated below which occurred in the class, for the day of the suspension and the day following
- 27.2 The employee shall immediately report the suspension to the principal/designee of the school and send the pupil to the principal/designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under the appropriate supervision of the principal/designee.
- 27.3 As soon as possible, the employee shall ask the parent or guardian to attend a conference with the employee regarding the suspension. The principal/designee shall attend the conference.
- 27.4 The pupil shall not be returned to the class from which they were suspended, during the period of the suspension, without the concurrence of the employee and the principal/designee.
- 27.5 A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 27.6 An employee may also refer a pupil for any of the acts enumerated below to the principal/designee for consideration of a suspension.
- 27.7 The teacher of any class from which a pupil is suspended may require the suspended student to complete any assignments and tests missed during the suspension.
- 27.8 Reasons for which a student may be suspended:
 - 27.8.1 Caused, attempted to cause, or threatened to cause physical injury to another person
 - 27.8.2 Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal/designee.
 - 27.8.3 Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of, any controlled substance, an alcoholic beverage, or any intoxicant of any kind.
 - 27.8.4 Unlawfully offered, arranged, or negotiated to sell any controlled substance, an alcoholic beverage, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
 - 27.8.5 Committed or attempted to commit robbery or extortion.
 - 27.8.6 Caused or attempted to cause damage to school property or private property.
 - 27.8.7 Stolen or attempted to steal school property or private property.
 - 27.8.8 Possessed or used tobacco, or any products containing tobacco or nicotine products.

27.8.9 Committed an obscene act or engaged in habitual profanity or vulgarity.

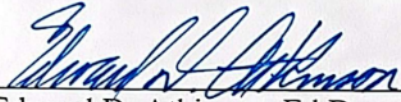
27.8.10 Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia

5/12/88, 3/26/25; 5/9/25

SIGNATURE PAGE

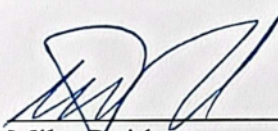
The foregoing Agreement signed and recommended on the 9th day of May, 2025

FULLERTON JOINT UNION
HIGH SCHOOL DISTRICT

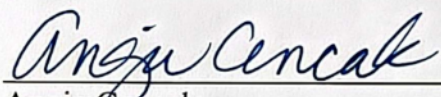
 5/9/25

Edward D. Atkinson, Ed.D.
Trustees Representative (Date)

FULLERTON SECONDARY
TEACHERS ORGANIZATION

 5/9/25

Mike Reid
FSTO Negotiations Chairperson (Date)

 5/9/25

Angie Cencak
FSTO President (Date)

APPENDIX A – OTHER COMPENSATION

A.1 Approved program stipends shall be designated by the local administrator while remaining consistent between sites for like positions. Student Activity, Athletic, Leadership, and Other stipends may be split between multiple individuals such that the individuals performing stipend duties will receive no less than a 25% stipend. Stipends split between individuals will remain within the same stipend category- Student Activity, Athletic, Leadership, or Other stipends.

A.1.1 Student Activity Stipends - The local administrator may designate up to twelve (12) non-athletic student activity stipends at 85% of the head football coach stipend (\$4,997.81) each.

A.1.2 Athletic Stipends

Sport	Percentage of Head Football Coach	Amount
Football	100%	\$5879.77
Basketball - Boys	85%	\$4997.81
Basketball - Girls	85%	\$4997.81
Cheer	85%	\$4997.81
Baseball	80%	\$4703.82
Wrestling - Boys	80%	\$4703.82
Wrestling - Girls	80%	\$4703.82
Volleyball - Boys	80%	\$4703.82
Volleyball - Girls	80%	\$4703.82
Soccer - Boys	80%	\$4703.82
Soccer - Girls	80%	\$4703.82
Swimming - Boys	80%	\$4703.82

Swimming - Girls	80%	\$4703.82
Track - Boys	80%	\$4703.82
Track - Girls	80%	\$4703.82
Water Polo - Boys	80%	\$4703.82
Water Polo - Girls	80%	\$4703.82
Softball	80%	\$4703.82
Cross Country - Boys	80%	\$4703.82
Cross Country - Girls	80%	\$4703.82
Tennis - Boys	80%	\$4703.82
Tennis - Girls	80%	\$4,703.82
Golf - Boys	80%	\$4,703.82
Golf - Girls	80%	\$4,703.82
Flag Football	80%	\$4,703.82
Varsity Assistant Football	75%	\$4,409.83
Any Other Assistant	65%	\$3,821.85

- A.1.2.1 The maximum number of Head Coaching stipends is twenty-five (25) per campus. The maximum number of Head Coach stipends is thirteen (13) per campus for girls' programs and twelve (12) per campus for boys' programs.
- A1.2.2 The number of other athletic stipends allocated to each campus will be determined by the approved athletic program and shall be 49 stipends per campus.
- A.1.2.3 The Football stipend shall be increased by the same percentage as that applied to the salary schedule.

A.1.2.4 Student activity and athletic stipends shall be determined by applying the negotiated percentage of the Football Stipend.

A.1.3 Post-Season Compensation

A.1.3.1 Coaches who participate in postseason, CIF competition will receive compensation as follows:

- Team post-season competition will be compensated at five percent (5%) of the seasonal stipend received, per week of competition.
- Individual postseason competition shall be compensated at two-and-one-half percent (2.5%) of the seasonal stipend received, per week of competition.
- Coaches may be compensated for both team post-season and individual postseason competition in the same season, as appropriate.

A.2 Leadership Stipends - A full Leadership stipend is 10% of Class III, Step 1. The local administrator will designate leadership stipends which will not be less than 25% nor more than 200% of a stipend.

A.3 Other Stipends - The local administrator may designate supplemental stipends to meet campus needs from a fund of 10% of Class III, Step 1.

A.4 Retraining Stipends

A.4.1 Purpose—To encourage employees to volunteer for, and pursue, retraining to provide service in areas critical to the needs of the District.

A.4.2 Eligibility—An employee covered by this Agreement who is not currently serving in an area designated as a critical need who applies, and is approved, by the Assistant Superintendent, Human Resources.

A.4.3 Compensation—A stipend of \$2,819 will be paid to employees who complete an approved retraining program. The retraining program may include a "retraining teacher" who guides the retraining program. An approved retraining teacher will receive a stipend of \$1,025.

A.5 Hourly Salary

A.5.1 The hourly salary compensation will be divided into two categories to include a "student contact" and "non-student contact" time. Student contact time shall be defined as direct instruction, tutoring, summer school, or any other time that involves employees working directly with students. Non-student contact time shall be defined as professional development, curriculum development, or any other time that does not involve direct student contact.

A.5.2 The hourly salary for student contact time for the length of the contract will be tied to Step 3, Class II, of the annual salary schedule for student contact time, and Step 1, Class II, of the annual salary schedule for non-student contact time.

- A.6 All Psychologists, Mental Health Specialists, Nurses, Counselors, and Speech & Language Pathologists will be placed on separate salary schedules, as indicated on the respective Salary Schedules.
- A.7 Doctoral Stipend - Eligible employees shall receive an annual stipend of \$2,052.04 for completion of an approved Ed.D. or Ph.D. program. The doctoral stipend shall be increased by the same percent as that applied to the salary schedule.
- A.8 National Board Certification Stipend - The District agrees to provide an annual stipend in the amount of \$1,045.50 for employees who achieve National Board Certification. This stipend will receive the same percentage increase as is applied to the salary schedules.

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; 4/3/18; 4/9/21; 4/25/22:5/7/25

APPENDIX B – NEGOTIATION GROUND RULES

- B.1 Sessions: The dates, times, and length of negotiating sessions for the next two negotiating sessions are to be mutually agreed upon at the end of each session. The Collective Bargaining Team and the Board Representative's Team agree to negotiate in good faith and to meet as frequently as necessary to achieve a contract in the shortest possible time.
- B.2 Location of Negotiating Sessions:
 - B.2.1 Fullerton Joint Union High School District Office, 1051 West Bastanchury Road, Fullerton, CA 92833-2247.
 - B.2.2 North Orange County United Teachers Office, 749 S Brea Blvd, Suite 42, Brea, CA 92821
- B.3 Released Days: A maximum of one-hundred (100) days of released time for negotiation sessions will be provided by the District for the Collective Bargaining Team to meet and negotiate with no loss in compensation.
- B.4 Spokespersons: The chairperson of either team may designate anyone to speak on behalf of their team.
- B.5 Caucuses: A caucus may be called by either side at any time except at the beginning of the session.
- B.6 Records of Sessions: No official minutes shall be kept. It will be the responsibility of each party to maintain its own record of the sessions.
- B.7 Proposals and Counterproposals: All proposals and counter-proposals shall be in writing whenever possible.
- B.8 Tentative Agreements: Tentative agreements reached shall be reduced to writing, dated, and signed by the Chairperson of the Collective Bargaining Team and by the Board's Representative.
- B.9 Copies of all signed tentative agreements will be distributed to all members of the negotiating teams.
- B.10 Use of Telephone: The use of a telephone in privacy, during the negotiating sessions, will be provided by the District.
- B.11 Caucus Room: The District will make available a private room for caucuses held by the Collective Bargaining Team.
- B.12 Use of a Copying Machine: The use of a copy machine at the Education Center will be made available to the Collective Bargaining Team Chairperson, Vice-Chairperson, or the FSTO Bargaining Team to reproduce materials to be used during collective bargaining sessions. No charge will be made for reproduced materials to be distributed to both teams during negotiating sessions. Reproduced materials not distributed to both teams shall be paid by the FSTO.
- B.13 Use of Reference Material: Use of reference material, such as California Codes and the California Administrative Code, will be provided for the Collective Bargaining Team within the guidelines for information.
- B.14 Requests for Information: All typewritten or printed material, reports, or other information necessary

for negotiations shall be requested orally or in writing by either Chairperson from his or her counterpart. Requested information will be delivered as mutually agreed.

- B.15 Consultants: Either team may be assisted by no more than seven consultants per negotiating session as needed to advise and/or represent the group at the direction of the Team Chairperson. Negotiating sessions are not open to the general public. The general public is defined as anyone outside the membership of the bargaining teams, or their substitutes, and the consultants.

11/15/76; 10/30/85; 9/16/86, 5/9/25, 5/9/25

APPENDIX C – CONSULTATION PROCEDURES

- C.1 Prior to a change in District policy regarding definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, the Superintendent or designee will notify the Association for purposes of consultation.
- C.2 Requests from the Association to consult in regard to the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks are to be submitted in writing to the Assistant Superintendent, Educational Services.
 - C.2.1 The request is to indicate the nature of the area about which consultation is desired and identification of the person(s) who will represent the Association in the consultation.
 - C.2.2 The Assistant Superintendent, Educational Services, will assign the request to the appropriate group(s) or person(s).
- C.3 The consultation process shall be conducted with the person(s) at a regular meeting of the group(s) and shall not exceed the legal decision-making limitations of the individual(s) or group(s) with whom the consultation takes place.
- C.4 The consulting parties shall report the results of the consultation to the Superintendent, or designee who is an administrator.

11/15/76; 10/30/85; 9/16/86, 5/9/25

APPENDIX D – BULLETIN BOARD PROCEDURES

D.1 Guidelines

- D.1.1 Any person desiring to have information posted on a District bulletin board shall provide to the location administrator (director/principal) one (1) copy of the material to be posted prior to the placement of the material on the bulletin board.
- D.1.2 All posted materials must be dated and list the name of the person who requested the material be posted and the name of the organization being represented.
- D.1.3 Unauthorized, obscene, or defamatory posted material shall be promptly removed and destroyed by the location administrator. Each bulletin board should be periodically reviewed for outdated material to assure that adequate space is available for material that must be posted upon such bulletin boards (i.e., OSHA, pay periods).
- D.1.4 Questions regarding the above should be directed to the Assistant Superintendent, Human Resources.

11/15/76; 9/16/86; 9/10/02; 11/24/08, 5/9/25

APPENDIX E – Memorandum of Understanding: IN-DAY SUPPORT PROGRAMS

- E.1 This Memorandum of Understanding (MOU) is entered into on May 9, 2025 by and between the Fullerton Joint Union High School District (District) and the Fullerton Secondary Teachers Organization (FSTO) and will expire on June 30, 2028. This MOU establishes guidelines for existing and potential future District School-Wide In-Day Support Programs.
- E.2 Recitals
 - E.2.1 School site In-Day Support Programs will be aligned with the site's current Western Association of Schools and Colleges (WASC) Report, Single Plan for Student Achievement (SPSA), Local Control Accountability Plan (LCAP), and school site and District goals.
 - E.2.2 A site committee will be comprised of a majority of volunteer FSTO members. The committee will include at least one (1) administrative representative and may also include other employees as well.
 - E.2.2.1 The committee will meet at least once each semester to collaboratively explore and develop proposals for In-Day Support Programs new to the site or to review and discuss a site's existing In-Day Support Program.
 - E.2.2.2 The In-Day Support Program Committee shall determine which positions are required to operate the program, which will be reviewed and approved by the Principal prior to being presented to District and FSTO leadership and taken to vote (see E.2.5).
 - E.2.2.3 Agendas for each meeting shall be shared with all employees at least one (1) week prior to the scheduled meeting.
 - E.2.2.4 Minutes shall be shared with all employees within one (1) week following each meeting.
 - E.2.3 Proposals for an In-Day Support Program new to the school site or for the elimination or modification of an In-day Support Program presently offered at the school site may be proposed by either an employee or the site Principal.
 - E.2.4 All newly-proposed In-Day Support Programs or proposals for the elimination or modification to an existing In-Day Support Program shall be presented by the committee to the site's Leadership Team and employees for input by no later than February 15th of each school year.
 - E.2.5 Within the committee, the Principal shall solely determine whether such recommendations are appropriate and approved. In the event an irreconcilable difference of opinion occurs relating to the required positions, the assignment of job responsibilities or to the implementation of a new or modification of an existing In-Day Support Program arises, the Principal reserves the authority to eliminate the program until such time a new proposal may be developed and presented for consideration.
 - E.2.6 The In-Day Support Program Committee at each site will meet with FSTO and District leadership to share any newly proposed In-Day Support Program. The District must approve

the program prior to the program being presented to unit members for a vote.

E.3 Ratification

- E.3.1 FSTO will conduct a vote of the site's District-employed certificated staff members to accept the committee's proposed In-Day Support Program or to abandon the program for the following year.
 - E.3.1.1 The inclusion of non-FSTO members in this isolated vote, does not create precedent for any other votes covered by this Collective Bargaining Agreement or other MOUs.
 - E.3.1.2 The FSTO Site Representative and Principal, or designee, will be sent a Teller's Report furnished by the FSTO Elections Committee immediately following the vote count.
 - E.3.1.3 The vote will be completed by no later than April 15th in order to implement or modify the site's In-Day Support Program for the following year.
 - E.3.1.4 In the event a staff vote on a proposed modification to an existing site In-Day Support Program is unsuccessful, the existing In-Day Support Program will terminate at the conclusion of the current school year and any banked minutes shall be returned to the site's bell schedule in the coming school year.
 - E.3.2 The vote on an existing In-Day Support Program shall require a simple majority of affirmative votes from those who voted (see E.2.5).
 - E.3.3 The vote for a new In-Day Support Program shall require a $\frac{2}{3}$ (or 66.67%) affirmative vote from those who voted (see E.2.5).
 - E.3.4 Any major mid-year changes to an existing In-Day Support Program approved by the committee shall require a simple majority of those who voted.
- E.4 If the site's In-Day Support Program is passed, if necessary, all employees will complete a "Job Choice" form identifying individuals' preferred assignments within the In-Day Support Program. A concerted effort will be made to periodically accommodate employees who request a change in assignment (see E.2.5).

2/22/18, 4/29/25

APPENDIX F - Memorandum of Understanding: ARTICLE IV: HOURS OF EMPLOYMENT

Memorandum of Understanding
between the
Fullerton Secondary Teachers Organization
and the
Fullerton Joint Union High School District

May 7, 2025

This Memorandum of Understanding (hereinafter, “MOU”) is entered into, by and between the Fullerton Joint Union High School District (hereinafter, “District”) and the Fullerton Secondary Teachers Organization (hereinafter, “FSTO”).

The District and FSTO agree to jointly convene a focus group, consisting of an equal number of four (4) representatives from each party, to examine the development and assignment of duty hours for all eight-hour, certificated employees who are not normally required to meet regularly with classes of students. The participants will study the potential benefits and impacts of varied start and end times upon the District’s staff members, programs and the students they support.

The joint FSTO/District study group will convene during the fall semester of the 2026/27 school year, in preparation of the two parties meeting for limited reopeners in February of 2027, as established in ARTICLE VI: COMPENSATION of the 2025-2028 Collective Bargaining Agreement.

This MOU will remain in effect until June 30, 2027.

APPENDIX G - Memorandum of Understanding: ARTICLE V: WORK YEAR

Memorandum of Understanding
between the
Fullerton Secondary Teachers Organization
and the
Fullerton Joint Union High School District

May 7, 2025

This Memorandum of Understanding (hereinafter, “MOU”) is entered into, by and between the Fullerton Joint Union High School District (hereinafter, “District”) and the Fullerton Secondary Teachers Organization (hereinafter, “FSTO”).

The District and FSTO agree to convene a joint study group, composed of four (4) representatives from each party, to examine the two (2) professional development days held annually prior to the start of student attendance. The purpose of the study group is to review and assess the allocation of staff preparation time, including classroom or workspace setup, completion of mandatory annual training, and individual planning.

The joint FSTO/District study group will convene during the fall semester of the 2026/27 school year, in preparation of the two parties meeting for limited reopeners in February of 2027, as established in ARTICLE VI: COMPENSATION of the 2025-2028 Collective Bargaining Agreement.

This MOU will remain in effect until June 30, 2027.

APPENDIX H - Memorandum of Understanding: ARTICLE VIII: LEAVES

Memorandum of Understanding
between the
Fullerton Secondary Teachers Organization
and the
Fullerton Joint Union High School District

This Memorandum of Understanding (hereinafter, “MOU”) is entered into, by and between the Fullerton Joint Union High School District (hereinafter, “District”) and the Fullerton Secondary Teachers Organization (hereinafter, “FSTO”).

The District and FSTO agree to pilot, during the duration of the 2025-26 and the 2026-27 school years, the ability for all non-classroom, eight-hour employees to record absences in the District’s absence management system in increments of thirty (30) minutes. Non-classroom, eight-hour employees include:

- counselors,
- librarians,
- mental health specialists,
- nurses,
- psychologists,
- board certified behavior analyst (BCBA),
- speech language pathologists, and
- fully-released teachers on special assignment (TOSA), such as Athletic Director, School Community Liaison and FSTO President.

Beginning with the start of the 2025-26 certificated work year and continuing through the completion of the 2026-27 certificated work year, all non-classroom eight-hour certificated employees shall have the ability to record absences in increments of 30 minutes. All non-classroom, eight-hour employees will otherwise continue to follow all other leave provisions contained in ARTICLE VIII: LEAVES of the 2025-2028 FSTO Collective Bargaining Agreement.

The use of Personal Necessity Leave (PNL) by any non-classroom, eight-hour employee, regardless of the duration of PNL time used, shall constitute an “occurrence” of PNL usage. Employees may use no greater than 10 occurrences of PNL during any given work year (8.6.3.5).

Prior to the limited re-opening of the FSTO contract scheduled for February 2027, as articulated in ARTICLE VI: COMPENSATION of the 2025-2028 Collective Bargaining Agreement (6.1.2.3), the District shall provide FSTO with information and data on the extent of the usage of 30 minute absences by non-classroom, eight-hour employees and any impacts such usage may have generated. Either FSTO or the District may present this topic as one of the two items available for negotiation during the limited reopening of the contract in February 2027.

This MOU shall expire on June 30, 2027, unless the parties mutually agree during the limited reopening of the contract in February 2027 to extend this MOU through the duration of the 2027-28 school year. If the MOU is

extended for an additional year, the District and FSTO shall, during their negotiations for a successor contract beginning in February 2028, determine whether and how this MOU shall be incorporated into a successor contract to the 2025-2028 FSTO Collective Bargaining Agreement.

APPENDIX I - Memorandum of Understanding: ARTICLE XII: CLASS SIZE

Memorandum of Understanding
between the
Fullerton Secondary Teachers Organization
and the
Fullerton Joint Union High School District

May 9, 2025

This Memorandum of Understanding (hereinafter, “MOU”) is entered into, by and between the Fullerton Joint Union High School District (hereinafter, “District”) and the Fullerton Secondary Teachers Organization (hereinafter, “FSTO”).

The District and FSTO agree to convene a joint study group, composed of four (4) representatives from each party, to examine staffing ratios and service delivery in Special Education programs. The purpose of the study group is to analyze:

- Special education teacher caseload size, for mild/moderate, PACE mild/moderate, FACE moderate/severe, and the Adult Transition Program (ATP)
- Maximum class size for special education settings for mild/moderate students
- Adult-to-student staffing ratios for moderate/severe classes and/or regionalized district programs. The structure and staffing of collaboration/inclusion classes, including considerations related to class size, the allocation of teacher release days, and the number of students with IEPs assigned to each collaboration class
- To explore the District’s Credentialed School Nurse staffing practices

This study group will review current practices, relevant legal requirements, and the impact of various models on student services. The group shall also assess the staffing implications and financial implications of potential modifications to current structures and collective bargaining agreement language.

The joint FSTO/District study group will convene during the second quarter of the 2025-2026 school year, with the intent to produce a summary of findings. The findings of the joint study group may be used to draft an MOU implementing the recommendations for the 2026-27 school year. This MOU will remain in effect until June 30, 2027.