

**F-SUTA
CONTRACT**

July 1, 2005 - June 30, 2007

FAIRFIELD-SUISUN UNIFIED TEACHERS ASSOCIATION

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FAIRFIELD-SUISUN UNIFIED TEACHERS ASSOCIATION

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

CONTRACT

July 1, 2005 - June 30, 2007

ARTICLE 1 - RECOGNITION

- 1.1 The Fairfield-Suisun Unified School District's Governing Board, hereinafter referred to as the "Board," recognizes the Fairfield-Suisun Unified Teachers Association/CTA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all certificated employees excluding designated management employees, school psychologists, and per diem substitute employees. Temporary employees are covered by this agreement only when they achieve temporary status. Article 18 - Assignment and Transfer, Article 23.5 - Sabbatical Leave, Article 23.6 - Parental Leave, Article 23.10 - Advanced Study Leave, Article 23.11 - Personal Leave, Article 24 - Reduced Teaching Service Option, Article 25 - Early Retirement Plan, Article 26 - Part-Time Contracts, and Article 27 - Job Sharing do not apply to temporary employees.
- 1.2 The Association, in turn, recognizes the Board, or designated representative, as the duly elected representatives of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.
- 1.3 New classifications created or positions added to classifications shall be subject to negotiation between the Board and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the PERB and shall not be subject to the grievance procedure contained in the contract.

ARTICLE 2 - DURATION

- 2.1 This agreement shall become effective July 1, 2005 and continue in effect through June 30, 2007.

ARTICLE 3 - CONTRACT

- 3.1 This contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- 3.2 Each party to this contract may open any article at any time by mutual agreement by both parties.

- 3.3 This agreement shall constitute the full and complete commitment between the parties and shall remain in force for the period of July 1, 2005 to June 30, 2007.

ARTICLE 4 - NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 The Association shall submit its proposal for a successor agreement by the first regular Board meeting in March 2007.
- 4.2 The Board shall make public its response by the first meeting in April 2007. Negotiations of the successor agreement will commence within ten (10) days after the Board's public response.

ARTICLE 5 - NO DISCRIMINATION OR RETALIATION

- 5.1 Neither the District nor the Association shall discriminate against any employee based on his or her race, color, national origin, religion, sex, sexual orientation, age, disability, marital status, political affiliation, membership in or participation in an employee organization, union affiliation, or exercise of rights contained in this Agreement or rights guaranteed by the EERA. Further, neither the District nor the Association will retaliate against, discipline or take any adverse action against any employee for participating in or deciding to not participate in concerted activities protected by the EERA.
- 5.2 Alleged violations of this Article will be subject to the grievance procedure (including binding arbitration) of the Collective Bargaining Agreement.

ARTICLE 6 - ORGANIZATIONAL SECURITY

- 6.1 The District shall withhold from the salary of each member of F-SUTA the dues in the Association (which shall include the dues in CTA and NEA, and the total of which shall be reported to the Assistant Superintendent/Personnel by August 15 of each year) and shall transmit the funds withheld to the Association as instructed. Once a bargaining unit employee joins the Association, membership may only be discontinued during the month of September of each year covered by this agreement. Unless discontinued, the member shall remain a member for the duration of this agreement. All deductions shall be made in ten (10) equal installments for the months of September through June. The unpaid balance shall be withheld from the final warrant of members leaving the employment of the District before June 30. This District shall not deduct the dues of any other organization from the salaries of members of this unit but it shall, at the request of any member, deduct payments for insurance, tax-sheltered annuities, credit unions, etc., up to ten (10) deductions.
- 6.2 Any unit member who is not a member of the Fairfield-Suisun Unified Teachers Association/CTA/NEA, or does not make application for membership within thirty (30)

days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association (local, state, national) in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 6.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

- 6.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Fairfield-Suisun Unified Teachers Association/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to (1) F-SUTA Scholarship Fund, (2) Assist-a-Grad, (3) F-SUSD Special Account. Such payment shall be made on or before October 30 of each school year.
- 6.4 Proof of payment and a written statement of objective along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Article 6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 6.2 and 6.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to who payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.
- 6.5 With respect to all sums deducted by the District pursuant to Sections 6.1, 6.2 and 6.3 above whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 6.6 Any unit member making payments as set forth in Sections 6.2 and 6.3 above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures.
- 6.7 A non-Association unit member may object to the use of any or all of the representation fee as provided in this section and applicable law. The Association shall establish procedures in accordance with the Educational Employment Relations Act, constitutional law, and Chapter 8, Sections 32992 through 32996, of the rules and regulations of the Public Employment Relations Board for (1) notification of non-Association unit members

of the amount of representation fees, the basis for their calculation and the procedure for objecting to the use of all or any part of the fee, (2) the filing of financial reports, (3) appealing the amount of the fee, and (4) the placing in escrow of any representation fees in dispute.

6.8 Hold Harmless and Indemnity Provision

- a. The Association, as defined by this agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to representation fee.
- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 6.8.a. shall be compromised, resisted, defended, tried, or appealed.
- c. The Association shall decide and determine whether any such action or proceeding referred to in Section 6.8.a. shall or shall not be compromised, resisted, defended, tried, or appealed as long as the District does not have a distinct and separate legal interest in the matter in dispute.
- d. The District shall not be entitled to be reimbursed for any fees or costs, unless Sections 6.8.b. and 6.8.c. are complied with, and shall not be entitled to such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

ARTICLE 7 - CONCERTED ACTIVITIES

By both parties reaching an agreement and signing this document, they agree to actively support implementation of the agreement.

ARTICLE 8 - DEFINITIONS

The parties agree that definitions will be within the context of the provisions of the contract in which the term is used.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definitions

- a. A “grievance” is an allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a provision of this agreement.
- b. A “grievant” is any member of the unit and/or the Association if either is adversely affected by a violation, misapplication, or misinterpretation of a provision of this agreement. In addition, the Association may present a grievance involving a specific instance involving named unit members.
- c. “Day” is any day that the contracted grievant is required to render service to the District.
- d. The “immediate supervisor” is that person having the responsibility for writing the grievant’s evaluation. When the Association is the grievant, the “immediate supervisor” in the informal level and Level I will be the Assistant Superintendent/Personnel or other person designated by the Superintendent.

9.2 Procedure - Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the disagreement by an informal conference with his/her immediate supervisor.

9.3 Procedure - Formal Level

- a. Level I:
 1. Within thirty (30) days after knowledge of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to his/her immediate supervisor. The grievance must be submitted on the proper grievance form or attached thereto.
 2. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this agreement that is alleged to have been violated, misinterpreted, or misapplied, the decision rendered at the informal conference, and the suggested remedy or remedies sought.
 3. The supervisor or designee shall communicate his/her decision in writing to the employee, and the F-SUTA grievance chairperson within ten (10) days after receiving the grievance.
 4. Either the grievant or the supervisor may request a personal conference within the above time limits and such request shall be honored.

b. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Director of Elementary Education or Director of Secondary Education as appropriate according to the grievant's assignment within ten (10) days.
2. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal, and the suggested remedy or remedies sought. The grievance must be submitted on the proper grievance form or attached thereto.
3. The Director of Elementary Education or Director of Secondary Education or designee shall conduct an investigation into the allegations and shall communicate his/her decision in writing to the employee and to the Association within ten (10) days after receiving the grievance.
4. Either the grievant or the Director of Elementary Education or Director of Secondary Education or designee may request a personal conference within the above time limits and such a request shall be honored.

c. Level III:

1. In the event a grievance begins at Level III, before filing the grievance, the Association or grievant with District staff shall conduct a conference with the appropriate Cabinet level administrator to attempt to resolve or identify the disagreement. A telephone conference shall fulfill this requirement.

After notification by the Association to the Superintendent or designee, the conference will be held within ten (10) days.
2. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent or designee (Assistant Superintendent/Personnel) within ten (10) days. The grievance must be submitted on the proper grievance form or attached thereto.
3. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal, and the suggested remedy or remedies sought.
4. The Superintendent or designee shall conduct an investigation into the allegations and shall communicate his/her decision in writing to the employee and to the Association within ten (10) days after receiving the grievance.

5. Either the grievant or the Superintendent may request a personal conference within the above time limits and such request shall be honored.
- d. Level IV:
1. If the Association is not satisfied with the disposition of the grievance at Level III, it may proceed to arbitration within thirty (30) days. In such event, the Association shall so notify the Assistant Superintendent of Personnel, or his/her designees, in writing. If the District or the Association requests a meeting to discuss the grievance at any time prior to a scheduled arbitration hearing, that request shall be honored.
 2.
 - a. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the District contends that the grievance is not arbitrable or the grievant failed to adhere to procedures herein, such referral shall be primarily to determine the arbitrability of the alleged grievance. If the arbitrator decides that he/she has jurisdiction and there is no procedural impediment, he/she shall proceed to hear the merits of the grievance.
 - b. Once the arbitrator has been selected, hearings shall commence at his/her convenience and be concluded within a reasonable time.
 - c. The appeal shall be in writing.
 - d. The arbitrator shall have available all documents relating to the grievance and any District records that would be helpful in resolving the problem.
 - e. Within thirty (30) days after the conclusion of the hearing, the arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.
 - f. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this agreement.

g. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties of this agreement.

3. The arbitrator shall be subject to the following limitations:

a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator shall also be limited to fashioning remedies only within the terms of this agreement.

b. The arbitrator shall have no power to establish salary structures. This limitation does not apply to a recommendation to change placement on the salary schedule.

c. The arbitrator shall have no power to validate or invalidate the content of evaluation(s).

d. The arbitrator shall have no power to establish or recommend any financial award except for back pay. General and punitive damages shall not be awarded in any case.

e. Expenses incurred by the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other except witnesses who are employed by the District shall be released at no cost to the Association.

f. No probationary employee may use the grievance procedure in any way to appeal a discharge or a decision by the District not to renew his/her contract.

9.4 Miscellaneous

a. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.

b. A member of this unit may be represented in the stages preceding the arbitration level of the grievance procedure by himself/herself, and at his/her option, by a representative of his/her choice. No more than three (3) members of the unit, one of whom shall be the grievant, shall receive release time to process a grievance prior to arbitration.

- c. All documents, communications, and records dealing with the process of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
- d. The limits for appeal provided in each level shall begin the day following receipt of written decision by the parties. These limits may be extended with the agreement of the parties.
- e. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be initiated at Level III. Such Level III grievances must be filed within thirty (30) days after knowledge of the occurrence of the act or omission giving rise to the grievance.
- f. Subject to the appeal of the Association, implementation of any proposed resolution of a grievance at any formal level will take place within five (5) days. If such implementation has not resolved the alleged violation, misapplication or misrepresentation of the contract, the Association will proceed to higher levels of the grievance procedure.

ARTICLE 10 - EVALUATION

- 10.1 It is understood and agreed by the parties that the principal objective is to maintain and improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the District to assist all certificated unit members, but especially less experienced unit members in improving their professional skills. The District accepts as a fundamental premise for a successful evaluation program, the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The evaluation process and forms shall not be used as retaliation or as a substitute for discipline.
- 10.2 The evaluation of certificated unit members is based on the California Standards for the Teaching Profession (CSTP). These Standards are also part of the District's Beginning Teacher Support and Assessment Induction Program and the Peer Assistance and Review Program (PAR). An important component of each of these is the understanding that all professionals grow and develop. It is, therefore, expected that all final evaluations will contain individual and personalized suggestions for continued professional development.
- 10.3 Certificated Evaluation Process using CSTP
 - a. This process will be used to evaluate all certificated unit members:
 - 1. Permanent unit members will be evaluated once every two (2) years. Permanent unit members who receive a "Does Not Meet CSTP" or at least

two “Progressing Towards CSTP” ratings on their evaluation may be evaluated in the subsequent year. The formal evaluation of a permanent unit member may be deferred to a third year by mutual agreement with their site administrator. If so, the “once-every-two-year cycle” specified in this paragraph will start over.

2. Probationary unit members will be evaluated at least once a year.
 3. Temporary unit members will be evaluated at least once a year.
 4. At the request of the Association, the timeline for a grievance dealing with a unit member's evaluation will continue from the end of the period of service in which the evaluation was received, until the beginning of the following period of service.
 5. “Evidence” shall be the measure supporting a rating by an evaluator of a unit member on the approved observation and evaluation forms. Evidence shall be a unit member’s Observation Forms, the items listed in 10.4.e and other objective measures of assessment that relate to the CSTP Standard being observed or evaluated.
 6. Consulting Teachers (PAR Program, Article 14) shall be evaluated according to the guidelines in Article 14.6.c.
- b. Individual or school site unit member trainings to include all unit members will begin within the first twenty (20) days of the unit member’s work year and total 120 minutes of training by March 10. Unit members will be evaluated upon the Standards on the form "Certificated Personnel Evaluation Form, Appendix X." All certificated unit members will be provided with copies of the CSTP: California Standards for the Teaching Profession (most recent edition), which provides detailed information regarding the components of each Standard.
- c. Probationary and temporary unit members will be evaluated on all six (6) CSTP Standards. Documentation provided by the unit member (Probationary, Temporary or Permanent) to include, but not be limited to, that mentioned in 10.3(e)(5) shall be a part of the evaluation of Standard Six (6).
- d. At least two (2) formal observations, one scheduled, and the other may be scheduled or unscheduled, will be held during a unit member’s evaluation year to observe unit members using only the District’s Certificated Personnel Observation Form (Appendix W). These formal observations will be at least thirty (30) minutes in length. These formal observations may take place any time a certificated unit member is performing within the scope of his/her classroom duties. The number, frequency and duration of observations may vary with the requirements imposed by the type of class, the needs of the teacher, and individual

situation. Formal observations may be preceded by a pre-conference and must be followed with a post-conference between the unit member and the evaluator.

- e. The authorized components of data to validate the CSTP include formal classroom observations and:
 - 1. Observations of less than 30 minutes
 - 2. Classroom walk-throughs
 - 3. Lesson plans as designed by the classroom teacher
 - 4. Observation of report cards and progress reports
 - 5. Records of professional development activities as provided by the teacher (Such documentation shall be a part of the evaluation of Standard 6).

Standardized test scores shall not be used as evaluation data.

- f. Following each formal observation, the unit member will receive written feedback from the evaluator no less than three (3) workdays prior to the post-observation conference. In addition, post observation conferences must be held no later than ten (10) workdays following the formal observation. The unit member shall have the right to comment and have those comments affixed to the said observation report. Additionally, the administrator and the unit member may mutually agree to add or modify comments to the observation form at the time of the post-observation conference.
- g. The unit member will receive written final evaluation report from the evaluator no less than five (5) workdays prior to the unit member/evaluator conference. A final evaluation report in writing and unit member/evaluator conference will be held at least thirty (30) workdays prior to the last workday of the unit member in the school year in which the evaluation took place. In completing the final report, the evaluator will consider the overall performance in the Standards selected in the initial conference when determining an evaluation rating.
- h. The principal will have the primary responsibility for observations and filing of observation reports. The principal may assign another on-site administrator these duties.
 - 1. If another onsite administrator is assigned as the primary evaluator, his/her signature shall appear on both the observation report(s) and evaluation. The unit member shall be notified of this assignment change in writing.
 - 2. If a designated evaluator is used by the primary evaluator, both signatures shall appear on the observation report(s) and evaluation. The primary evaluator shall use no more than two (2) designated evaluators during the course of the school year.

Additional Observation(s)

3. A unit member may request other observations to be conducted by members of the administration (requested to be either on-site or off-site) other than the designated primary administrator. The additional observation(s) shall be evidence used to determine a unit member's final evaluation.
 - i. For each required observation conducted pursuant to section 10.3.d, a permanent unit member may request and shall receive one (1) additional observation. The permanent unit member may request that such observation(s) be conducted by members of the administration other than the designated primary administrator, including administrators not assigned to the unit member's work location. Such request must be in writing, and made within seven (7) work days of the date of the post-observation conference. The additional observation shall be conducted within twenty (20) work days of the request. The time lines specified in section 10.4.a.2 and 10.4.a.3 shall not apply to any such additional observation(s). The additional observation(s) shall be evidence used to determine a unit member's final evaluation.
4. No unit member shall evaluate another unit member.

10.4 Conference/Evaluation Timeline

a. Permanent Unit Member

1. Initial conferences for permanent unit members to select the Standards for evaluation shall be held within the first twenty-five (25) days of the school year. No formal observation shall be conducted in the two (2) weeks after the initial conference.
 - i. Permanent unit members will be evaluated on only three (3) CSTP Standards according to the following: Within the first twenty-five (25) work days of the unit member's work year, the evaluator selects one (1) Standard; the unit member selects one (1) Standard. Additionally, all unit members will be evaluated on Standard 6, "Developing as a Professional Educator."
 - ii. The selection of Standards by the evaluator and the unit member shall be made on the Evaluation Standards Selection form, Appendix V. A copy shall be provided to the unit member and the original copy of this form shall become a part of the Permanent unit member's evaluation form.

2. There must be no less than four (4) weeks between an observation post-conference and the next formal observation.
3. There must be no less than four (4) weeks between the last post observation conference and the final evaluation conference. The final written evaluation shall be received no less than five (5) work days before the evaluation conference.
4. The final evaluation conference must be held no later than thirty (30) days prior to end of the unit member's work year.

b. Probationary/Temporary Unit Members

1. A probationary/temporary unit member's first formal observation must be held within the first six (6) weeks of the unit member's work year.
2. There must be no less than four (4) weeks between a post observation conference and the next formal evaluation conference.
3. There must be no less than four (4) weeks between the last post observation conference and the final evaluation conference. The final written evaluation shall be received no less than five (5) work days before the evaluation conference.
4. The final evaluation conference must be held no later than thirty (30) days prior to the end of the work year.

Referrals to the PEER Assistance and Review Program (PAR)

10.5 Using the CSTP Standards, unit members of permanent status shall be referred to the Peer Assistance and Review Program (PAR) as follows:

- a. Zero (0) or one (1) "Does Not Meet CSTP" ratings on the three identified Standards shall result in no referral to PAR.
- b. Two (2) "Does Not Meet CSTP" ratings on both the unit member chosen Standard and the administrator chosen Standard of the three identified Standards shall result in a referral to PAR as a "Voluntary Participating" teacher. The unit member must complete the process, but no records are kept and no legal provisions of the California PAR provisions have effect. If in the next consecutive evaluation, the unit member receives fewer than two (2) "Does Not Meet CSTP" ratings there shall be no referral to PAR.
- c. Three (3) "Does Not Meet CSTP" ratings on the three identified Standards shall result in mandatory referral to and participation in PAR. If in the next consecutive

evaluation, the unit member receives fewer than two (2) “Does Not Meet CSTP” ratings there shall be no referral to PAR.

- d. “Does Not Meet CSTP” Evaluation Rating
 - 1. For a unit member to receive a “Does Not Meet CSTP” rating on a Standard, at least three (3) of the elements in that Standard must be marked “Does Not Meet CSTP” based on validating evidence.

10.6 Bilateral Joint Committee

- a. The success and effectiveness of the evaluation process is dependent upon appropriate, joint bilateral training provided by the Association and the District. The District and the Association agree to establish and operate jointly a bilateral Evaluation Committee. This committee’s purpose is to design and implement a training program relating to the evaluation program; process, form and language. The Evaluation Committee (outlined in 10.6.b) shall set up a schedule of training.
- b. The Evaluation Committee will consist of three (3) unit members, two (2) site principals, and one (1) district office administrator and will monitor and determine the content of the training and needs to support the Evaluation Program. Unit members of the Evaluation Committee shall be selected by F-SUTA. Management members of the Evaluation Committee shall be selected by F-SUSD.
- c. The Association shall identify one (1) unit member for each elementary school, two (2) for middle school and three (3) for high school, at each school site, to work in conjunction with the site principal to train and provide assistance to unit members during the work day regarding program, process, forms and contract language.
- d. The administrators and unit members identified in section 10.6.c. shall attend four (4) hours of joint training regarding the evaluation program process, forms and contract language, to be conducted jointly by the Association and the District. This training will be provided within the contracted workday of the unit members.
- e. Administration and unit members identified in section 10.6.c. shall provide a total of two (2) hours of training at their individual school site regarding the evaluation program process, forms and contract language. This training will be provided within the contracted workday of the unit members as per Article 19. The two (2) hours of training need not be consecutive. The bilateral Evaluation Committee will determine the content of the training. Training must begin within the first twenty (20) days of the unit member’s work year and total one hundred and twenty (120) minutes prior to March 10 of the same work year.

- f. The District shall provide an additional three (3) hours of training to Administrators regarding the evaluation program process, forms and contract.
- g. The committee can make no changes in the evaluation process as outlined in this Agreement. The committee may make recommendations to the Association and the District regarding the evaluation process.

ARTICLE 11 - PERSONNEL FILES

- 11.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 11.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:
 - a. Were obtained prior to the employment of the unit member involved.
 - b. Were prepared by identifiable examination committee members.
 - c. Were obtained in connection with a promotional examination.

Unit members shall have the right to inspect and obtain a copy of personnel file materials upon request.

- 11.3 Information of a derogatory nature, except material excluded in accordance with Section 11.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any reasonable preparation of comments in response to the material and/or statement, shall take place during normal business hours. The unit member shall be released from duty for a maximum of one-half (1/2) day per review without salary reduction. If the unit member alleges that the material is false or based on unsubstantiated information or rumor from any unidentified source, a grievance may be initiated to determine the validity of such material. If such material is determined to be false or based on unsubstantiated information or rumor from an unidentified source, it shall be removed.

In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.

- 11.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

- 11.5 Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or Assistant Superintendent/Personnel. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested a personnel file. Such log shall be available for examination by the unit member or their authorized Association representative.

ARTICLE 12 - PARENT COMPLAINTS

A parent complaint is defined as the parent or guardian's expression of dissatisfaction or concern over the actions of a unit member which is related to the welfare of the parent's or guardian's child or children enrolled in said unit member's class or under his/her supervision. Parent complaints shall not address the unit member's instruction of the District-adopted curriculum within the unit member's assignment. The individual charging the complaint shall hereafter be referred to as the individual complainant. The complaint shall only be considered if the event that initiated the complaint took place within the preceding twenty five (25) workdays. The resolution of complaints made during the last twenty five (25) workdays prior to the unit member's vacation may, at the option of the unit member, be suspended for the period of vacation. An individual parent or guardian of a student in the District lodging a complaint concerning a unit member must do so by adhering to the following procedure in presenting such a complaint.

- 12.1 For purposes of this section, a "day" is defined as a day that the unit member is required to render service to the District.

12.2 Informal Procedure

- a. The individual complainant shall first meet informally with the unit member on an individual basis to discuss the concerns of the individual complainant and constructively work to resolve the matter. If the principal or immediate supervisor is contacted by the parent, he/she shall direct the parent to the unit member involved or inform the unit member of the nature of the contact. Either the individual complainant or the unit member may request the immediate supervisor to be present during the informal procedure. If present, the immediate supervisor may act as a facilitator during the informal procedure. The immediate supervisor shall act only as a facilitator, and not as an advocate during the informal procedure.
- b. If the Superintendent or another member of the management team is contacted by an individual parent, he/she shall direct the parent to the unit member's immediate supervisor. The immediate supervisor will within two (2) workdays inform the unit member involved of the nature of the contact.
- c. If the concern is brought to the attention of the unit member in writing on the proper form prior to the end of the day, the unit member shall have the option of

not returning to the classroom for the remainder of the day. In the event the concern is brought to the unit member before the school's lunch period and providing the District is able to secure a qualified substitute, the employee will be allowed to leave school for the remainder of the day with no loss of leave.

- d. If the matter is not resolved at the informal level, the formal procedure shall be implemented.
- e. The unit member shall have the right to appeal the principal or immediate supervisor's decision to the Assistant Superintendent/Personnel.

12.3 Formal Procedure

- a. If the individual complainant is not satisfied with the resolution of the matter, he/she shall prepare the complaint in writing on a form developed jointly by the District and Association within twenty five (25) days of notification of proposed resolution and submit it to the principal or immediate supervisor who will notify the unit member involved within two (2) days. The immediate supervisor may arrange a meeting with the complainant and unit member. The immediate supervisor shall investigate the matter of concern stated in the complaint and submit a written response to the complainant and the unit member within ten (10) workdays. The response shall be discussed at a joint meeting of the immediate supervisor, the complainant and unit member. The immediate supervisor shall act as recorder and facilitator in the process. The immediate supervisor shall determine if a record of the incident merits placement in the unit member's file. If the complaint is dropped due to lack of merit, no written report shall be placed in the unit member's file. No material may be placed in a unit member's file or used in any disciplinary procedure unless such material has been submitted to the unit member for inspection and signature. The unit member also has the right to attach a rebuttal.
- b. If the individual complainant or unit member is not satisfied with the proposed resolution, he/she may within ten (10) workdays appeal the principal's or immediate supervisor's response to the Assistant Superintendent/Personnel or his/her designee. The Assistant Superintendent/Personnel or his/her designee shall review the complaint and may repeat the process outlined in Article 12.3.a or concur with the finding(s) made pursuant to that provision. He/she shall have ten (10) workdays to set up a meeting or to respond in writing. He/she shall also decide to place the complaint in or exclude the complaint from the unit member's file under the provisions of Article 12.3.a.
- c. If the individual complainant or unit member is not satisfied with the proposed resolution, he/she may within ten (10) workdays appeal the Assistant Superintendent/Personnel or designee's response to the Superintendent or his/her designee. The Superintendent or his/her designee shall review the complaint and may repeat the process outlined in Article 12.3.a or concur with the finding(s)

made pursuant to the provisions of Article 12.3.b. He/she shall have ten (10) workdays to set up a meeting or to respond in writing. He/she shall also decide to place the complaint in or exclude the complaint from the unit member's file under the provisions of Article 12.3.a.

ARTICLE 13 - EMPLOYEE DISCIPLINE

13.1 The District retains the right to take appropriate action to discipline unit members. Notwithstanding other provision(s) of this agreement, no unit member shall be disciplined without just cause, due process, and the utilization of progressive discipline. This will not apply to non-reemployment of probationary employees and to the release of temporary employees.

The following just cause guidelines shall be recognized:

- a. The employee should be informed of the consequences of his/her conduct.
 - b. Contract stipulations, district regulations and policies, Education Code, and state law shall be the basis for disciplinary action.
 - c. An investigation should reveal the necessity for disciplinary action.
 - d. Rules, orders, and penalties should be applied fairly and equitably.
 - e. Disciplinary action should be appropriate and reasonably related to the nature of the offense.
 - f. The District shall have the right to skip any step of progressive discipline in the event the unit member has committed a serious offense including assault, theft, crimes of moral turpitude, personal non-permissive use of District property, conviction of a felony, and falsifying information to the District.
- 13.2 The District shall notify the Association concurrently with notification to the unit member of any disciplinary action taken beyond Written Warning. Otherwise, all information and/or proceedings regarding any actions shall be kept confidential by the District.
- 13.3 Any disputes arising out of the application of this article shall, at the discretion of the Association, be submitted to grievance as provided in Article 8 of this agreement.
- 13.4 This article shall be administered in accordance with applicable state and federal laws.
- 13.5 No unit member shall receive more than one (1) penalty for any single action or infraction.
- 13.6 The stages of the Progressive Disciplinary Process are:

- a. Informal Level: Once the employee has been informed of the consequences of his/her conduct, documentation will be provided to the employee within one (1) workday.
- b. Formal Level: In the case of a second similar and separate action or infraction, a Written Warning notice may be issued to the employee. If a Written Warning is issued, documentation will be provided to the employee within one (1) workday. The District shall notify the Association of the issuance of a Written Warning within three (3) workdays.
- c. Written Reprimand: In the case of a third similar and separate action or infraction, a Written Reprimand may be issued to the employee. If a Written Reprimand is issued, documentation will be provided to the employee within three (3) workdays.
- d. No notices or documents prior to a Written Reprimand shall be placed in the employee's personnel file.
- e. An employee may attach his/her own statement to any documentation in the Progressive Disciplinary Process.
- f. Reprimands shall be based upon verified data.
- g. The sequence from the Informal Level through Written Reprimand must be within two hundred and twenty (220) workdays except for the provision of Article 13.1.f.
- h. No suspension shall be ordered for any unit member unless he/she has first been given one (1) Written Reprimand about a similar and separate action or infraction within the past two hundred and twenty (220) workdays except for the provision of 13.1.f. Any such suspension shall be based upon verified data. A copy of all suspension orders shall be given to the unit member and placed in his/her file by the Assistant Superintendent/Personnel. Suspensions will be approved by the Assistant Superintendent/Personnel.
- i. No suspension in excess of one (1) day shall be ordered for any unit member unless he/she has already been suspended for a similar and separate action or infraction during the unit member's current work year and/or the unit member's immediately preceding work year except for the provisions of Article 13.1.f. Any such suspension shall be based upon verified data.
- j. Suspensions may be without pay, but shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits. No suspension shall exceed five (5) working days in duration.

- k. By mutual consent, a unit member may have his/her salary withheld in lieu of suspension.
 - l. An employee may be immediately suspended by the District without pay until a bond is posted under provisions of Education Code Section 44940. An employee may be suspended with or without pay pending a hearing when he/she has been charged with the commission of a felony, or for drunkenness, substance abuse, or theft of District property.
- 13.7 Prior to any suspension, the Superintendent or designee, except for 13.6.1 above, shall give notice to the unit member no less than five (5) days prior to the imposition of suspension. Such notice shall include:
- a. A copy of this article.
 - b. The proposed disciplinary action.
 - c. A specific statement of the act(s) or infraction(s) upon which the disciplinary action is based.
 - d. Where applicable, a statement of the rules, regulations, or statutes which the unit member is alleged to have violated.
- The notice shall be in writing and be served on the unit member personally or by United States registered mail addressed to the unit member at his/her address as recorded with the District.
- 13.8 Any unit member is entitled to be represented by the Association at any state of disciplinary action.
- 13.9 If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, upon request he/she shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in his/her personnel file. Those being disciplined within provision 13.1.f. will receive such notice after twenty-four (24) months.

ARTICLE 14 - PEER ASSISTANCE AND REVIEW (PAR)

It is the intent of the District and the Association to provide the highest possible quality education for the students of this community. In order for students to succeed in learning, teachers must succeed in teaching.

Teachers referred to or who volunteer for the Peer Assistance and Review Program (PAR) are viewed as valuable professionals who deserve to have the best resources available to assist

him/her in improving performance to a successful standard at or above the California Standards for the Teaching Profession.

The Program resources shall be utilized in the following priority: first, for Referred Participating Teachers; second, for Beginning Teacher Support and Assistance (BTSA); and third, for Voluntary Teachers.

14.1 Definitions for Purposes of This Article:

- a. "Classroom Teacher" or "Teacher"

Any certificated bargaining unit member.

- b. "Referred Participating Teacher"

A teacher with permanent status who has received a referral to PAR according to the provisions of Article 10.5.

- c. "Beginning Teacher"

Any unit member having probationary or temporary status

- d. "Voluntary Participating Teacher"

Any permanent teacher who applies to participate in PAR, or a teacher referred to PAR according to Article 10.5.b.

- e. "Consulting Teacher"

A bargaining unit member meeting the requirements of the job description who is selected by the PAR Joint Committee to provide Program assistance and who has no administrative duties.

- f. "Evaluator"

An administrator assigned by the District to evaluate a certificated teacher

- g. "Term"

The term of assistance for the PAR Program shall be determined by the Consulting Teacher with the approval by the PAR Joint Committee. The term may be extended up to two (2) work years with the approval of the PAR Joint Committee.

h. “Improvement Plan”

A collaborative plan written by both the Consulting Teacher and the Referred Participating Teacher designed to assist the Referred Participating Teacher in meeting the California Standards for the Teaching Profession (CSTP) on the Certificated Personnel Evaluation Form.

14.2 Peer Assistance and Review (PAR) Joint Committee

- a. In accordance with Education Code Section 44502, the Peer Assistance and Review Joint Committee shall be composed of six (6) teachers and five (5) administrators.
- b. Teacher members of the PAR Joint Committee shall be selected by F-SUTA.
- c. Management members of the PAR Joint Committee shall be selected by FSUSD.
- d. Representation to the Joint Committee shall be made with staggered terms to provide continuity of representation.
- e. Clerical support to the PAR Joint Committee shall be provided by the District.
- f. The PAR Joint Committee shall establish its own meeting schedule.
 1. To meet, two-thirds (9 members) of the members of the Joint Committee must be present.
 2. Decisions made shall be by majority vote.
 3. Meetings shall take place during the regular workday.
 4. The committee shall establish its own rules of procedure, including the method for selection of a Chairperson.
 - i. For the first year (2000/2001) there shall be co-chairpersons, one teacher and one administrator.
 - ii. For the following years, the chairperson responsibilities shall alternate between a teacher and an administrator.
- g. The PAR Joint Committee shall be responsible for the following:
 1. Providing annual training for the PAR Joint Committee members.
 2. Selection of Consulting Teachers by majority vote.
 3. Selecting trainers and/or training providers.
 4. Providing training for Consulting Teachers prior to the Consulting Teacher’s work with program participants.
 5. Sending confidential, written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

6. Assigning a Consulting Teacher to a Participating Teacher.
7. Distributing Article 14 to all F-SUTA unit members annually.
8. Establish internal operating procedures necessary to operate the program consistent with AB IX and this Agreement.
9. Establishing a procedure for application and the selection of Consulting Teachers.
10. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
11. Approving or denying the requests of voluntary participants based on appropriateness and program capacity.
12. Evaluating annually the impact of the PAR Program in order to improve the program.
13. Making recommendations for the improvement of PAR and BTSA to F-SUTA, the Superintendent, and the Board of Education.
14. Forwarding to the Governing Board the names of individuals, who, after sustained assistance, are not able to demonstrate satisfactory performance.
15. Reviewing with the District, on a bi-annual basis the yearly budget to operate the PAR Program, ensuring that all funds provided for by the legislation are utilized exclusively for the program and that expenditures not exceed funds made available through the passage of AB IX.
16. Protecting the confidentiality and custodianship of all PAR Joint Committee records and communication.
17. Functioning as the advisory committee for the BTSA Program.

14.3 Responsibilities of the Referred Participating Teacher

- a. Write the Improvement Plan collaboratively with the Consulting Teacher.
- b. Cooperate in multiple observations by the Consulting Teacher.
- c. Confer and collaborate regularly with the Consulting Teacher.
- d. Make consistent effort to work toward meeting performance goals, as written in the Improvement Plan.
- e. Participate in activities such as observations, workshops, visitations, conferences, and coursework as recommended by the Consulting Teacher and consistent with the Improvement Plan.
- f. May prepare written comments for the review of the PAR Joint Committee.

14.4 Responsibilities of the Volunteer Participating Teacher

- a. Write an Improvement Plan collaboratively with the Consulting Teacher.

- b. Cooperate with classroom observations by the Consulting Teacher.
- c. Confer and collaborate with the Consulting Teacher.
- d. Make consistent effort to work toward meeting performance goals as written in the Improvement Plan.
- e. May participate in activities such as observations, workshops, visitations, conferences, and coursework as recommended by the Consulting Teacher and consistent with the Improvement Plan.
- f. There shall be no report on the outcome of the participation by the Voluntary Teacher.
- g. Voluntary participation in PAR shall not preclude a referral to PAR, if recommended through the evaluation process.
- h. Participants referred to the voluntary track of PAR pursuant to Article 10.5.b must complete his/her Improvement Plan.

14.5 Responsibilities of the Consulting Teacher

- a. Shall provide assistance to teachers on their caseloads in the following areas: reviewing curriculum, strategies for effective classroom management techniques, record keeping, planning for instruction, and instructional strategies.
- b. Shall develop an Improvement Plan for each of their assigned Referred or Voluntary Participating Teachers in cooperation with the Voluntary or Referred Participating Teacher. The Consulting Teacher, the evaluator, and the Referred Participating Teacher will meet to review the Plan and will work to support the implementation of the Improvement Plan.
- c. Shall meet with his/her assigned Referred or Voluntary Participating Teachers on a regular basis.
- d. Shall provide those services specified for participants in the BTSA Program who are on their caseload.
- e. At the end of the time period specified in the Improvement Plan, the Consulting Teacher shall complete a written report describing the teacher's participation in the Program. This report shall consist of: (1) a description of the assistance provided by the Consulting Teacher; and (2) a description of the Referred Participating Teacher's participation in the implementation of the Improvement Plan. This report shall be given to the Referred Participating Teacher and submitted to the PAR Joint Committee. The Referred Participating Teacher may

also prepare written comments for the review of the PAR Joint Committee which shall be considered concurrently with the Consulting Teacher's report.

- f. Consulting Teachers may find that there is additional expertise beyond their scope of experience and training that should be provided to the Referred or Voluntary Participating Teacher. In this case, with approval from the PAR Joint Committee, the Consulting Teacher will develop a plan to utilize the expertise of unit member(s) to assist the Participating Teacher. The Plan will, at a minimum, include the subject area expertise needed, person(s) recommended to provide expertise, the length of time required for assistance. The unit member providing the expertise shall be provided release time or paid at a per diem rate of pay for their services outside of their workday/workyear.

14.6 Other Provisions

- a. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, PAR Joint Committee members and Consulting Teachers may disclose only such information as necessary to administer this article.
- b. Unit members who function as Consulting Teachers under the provisions of this document shall not be considered as management or supervisory employees, and shall not be eligible for management or supervisory positions for a period of one year following the end of their terms as Consulting Teachers.
- c. Consulting Teachers shall be evaluated based on the assigned responsibilities contained in the approved job description and the achievement of individual goals. The evaluation form (Consulting Teacher Professional Development Report) is attached as Appendix U to this Agreement. The evaluation form will be placed in the personnel file of each Consulting Teacher by April 15 of each year. All provisions of the current F-SUTA Contract relating to due process protection, personnel files, and grievance procedure related to the evaluation procedure shall be applicable to Consulting Teachers. The District and the Association agree to review this evaluation process and to work collaboratively to make any changes that are necessary.
- d. The caseload for a fully released Consulting Teacher shall be established by the District and the PAR Joint Committee. The following factors shall be considered: the number of new teachers, the number of referred teachers, the guidelines of the BTSA Program and other relevant data. No full time Consulting Teacher will provide support to more than two (2) Referred Participating Teachers. The total caseload shall not exceed fifteen (15), including PAR and BTSA participants.
- e. Members of the PAR Joint Committee and Consulting Teachers who provide assistance and review shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

- f. At the end of the year, all records regarding the PAR Program shall be forwarded to the Personnel Department and shall be filed separately from the individual personnel records, except as allowed under this Program. The Referred and Voluntary Participating Teachers shall have complete access to all reports concerning his/her participation in the PAR Program. At the end of the work year or the end of their participation in PAR, the Voluntary Participating Teachers will receive all copies of the reports and observations written during their participation in PAR.
- g. When a Consulting Teacher leaves his/her regular classroom assignment, that position, for the purposes of this Article, shall be a temporary assignment for the duration of the Consulting Teacher's term. Upon completion of service as a full time released Consulting Teacher, a teacher shall be returned to his/her original site if he/she chooses, with the same grade level and teaching assignment as he/she left if he/she chooses. If he/she chooses not to return to his/her original site, he/she shall be assigned according to Article 18, Assignment and Transfer.
- h. If issues are preventing the Program from operating smoothly, additional programs, like BTSA or pre-service programs are added, or if funding is altered, this Article shall be immediately reopened and negotiations shall commence.

ARTICLE 15 – SUPPORT PROVIDER

The Support Provider position will provide assistance to District teachers who currently hold an emergency or intern credential and are not eligible for the Beginning Teacher Support and Assistance (BTSA) Program. The job description is shown in Appendix Y of the Collective Bargaining Agreement.

The Support Provider must be located at the same school site as the beginning teacher. A Stipend of \$1,000 annually shall be provided for each new teacher that they serve with a caseload maximum of three (3) beginning teachers.

ARTICLE 16 - TEACHER SUPPORT SERVICE (Text located in Appendix T)

The provisions of this article are superseded by Article 14. Appendix T will not become an Article in this agreement and will not be in effect unless and until State funding for the Peer Assistance and Review Program (PAR) is eliminated and the District no longer participates in the PAR Program as outlined in this Agreement.

ARTICLE 17 - SAFETY

17.1 Safe Working Conditions

- a. Unit members shall not be required to work in unsafe and/or unhealthy conditions or to perform tasks that endanger their health, safety, or well being.
 1. The site administrator shall post a schedule for the cleaning of unit members' work areas developed by the District. The schedule shall include tasks to be performed and the frequency of such tasks. Unit members whose rooms are not cleaned according to the cleaning schedule shall report the problem to the site administrator for a response and/or correction in a timely manner.
 2. Emergency heating equipment will be made available upon request.
 3. Each classroom will be provided a two-way communication system that permits immediate access to the site office. Such a system must be maintained in good working condition at all times. Each Site Administrator will develop and implement a plan for emergency communications between the classrooms and the site office.
 4. All alarms and bells shall be functioning and audible in all work areas. Bell decibel levels which are painful to unit members or students shall be reported to the site administrator for a response and/or correction. The response shall include actions taken by the site administrator to investigate the bell decibel level problem, and an explanation as to why bell decibel levels were or were not adjusted.
- b. Upon notification, the District shall eliminate or correct any confirmed unsafe or hazardous condition within five (5) days. Failure to do so will result in the unit member's or Association's right to initiate the grievance procedure at Level III.
- c. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations thereto (8 California Administration Code Section 330, et seq.).
- d. The District shall provide the Association with the initial notice of inspection and the final results of the CAL-OSHA investigation.
- e. The Association shall be entitled to appoint up to three (3) representatives to sit as members of the District Safety Committee.
- f. Each school site shall maintain a safety plan. Copies of this plan shall be available for review at the school site office and will be provided to each bargaining unit member at his or her site, or sites.

- g. The District shall provide and maintain in each classroom an emergency first aid kit including latex gloves and basic first aid supplies. Classrooms that are in regular use in the evening shall be provided with a flashlight and working batteries or other emergency lighting. A unit member may request of the site administrator that additional items, unique to the work location, be added to the first aid kit for his/ her classroom. If the request is denied at the site level, the unit member may appeal the decision to the District Safety Administrator or designee. The District Safety Administrator or designee shall respond to the appeal within ten (10) working days. If this request is denied by the District Safety Administrator or designee, the unit member can appeal to the District Safety Committee.
- h. The District will provide advance notice, at least 24 hours or greater, of any maintenance work scheduled (non-emergency) for his/her classroom or the surrounding areas. On a case-by-case basis, if scheduled maintenance work can be completed prior to the requirement of a 24 hour notice, individual unit members may waive the advance notice requirement of this section. Upon completion of work, areas affected by the maintenance shall be cleaned and returned to its original configuration prior to the work, unless changing that configuration is needed for safety. If the configuration is not returned to its original condition for safety reasons, the reason shall be provided in writing to the teacher upon completion of the work.
- i. The District shall maintain heating, ventilation, and air-conditioning systems (HVAC), including regular replacement of filters. A schedule of recorded dates of filter changes for each HVAC unit, and a due date for the next change, shall be available, upon request, from the site administrator or designee.
- j. Unit members will notify the site administrator, in writing, of pest infestations. These reports will be forwarded to the Maintenance Department for response. The Maintenance Department will respond to such reports and make reasonable efforts to rid facilities and/or grounds of such infestations. If insecticides or poisons are used, the District shall provide the legally required advance notice of application (ordinarily 72 hours) which notice shall contain information required by law, including the names of the chemicals used. The District shall apply such chemicals only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.
- k. In the event that mold abatement work is completed, appropriate follow up tests will be conducted.
- l. Each school site Safety Plan shall annually evaluate potentially dangerous traffic patterns on the school site. The site administrator shall present problems and possible remedies relating to such traffic patterns to the District Safety Committee and/or the Maintenance Department for response and possible action.

- m. Upon written request by F-SUTA, the District shall provide requested data and information that would contribute to the implementation of this Article. Such response shall ordinarily be made within five (5) working days. The District and the Association may agree to extend the time for a response.
- n. Each site administrator shall develop a procedure for controlling and monitoring visitor access to campus. A copy of the procedure shall be given to each unit member.
- o. At the Elementary school sites, site administrators and staff shall work collaboratively to ensure that teachers have morning and after lunch breaks so that unit members may use the restroom. The break times can include non-duty recess breaks, and/or release time.

17.2 Student Discipline

- a. A unit member may suspend a student from his/her class for reasons stated in California Education Code for a maximum of two (2) days (the day of suspension and the day following). The unit member shall comply with all suspension regulations including contacting the parent for a conference regarding the suspension. If necessary the teacher will be released from class to make the parent contact.
 - 1. The student shall not be returned to the bargaining unit member's class during the period of suspension without the concurrence of the unit member and the principal.
 - 2. The student shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the student was suspended.
- b. When a teacher is acting in a supervisory capacity, consequences for student infractions incurred in relation to this responsibility will be decided by the principal. The principal, vice principal or teacher-in-charge shall be responsible for appropriate disciplinary action when students are referred by a unit member for discipline.
- c. Unit members may refer students to the administration for discipline, including a suggestion of the length of suspension from school or other level of discipline to be imposed in compliance with Board policy. If a site administrator chooses an alternative consequence, other than the one recommended by the teacher, upon written request from the teacher, the administrator shall inform the teacher, in writing, of the reasons for choosing the alternative consequence.

- d. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a student that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of students, or to maintain proper and appropriate conditions conducive to learning (Education Code Section 44807).

17.3 Reporting To Unit Members Regarding Violent Students.

- a. The District shall inform the unit member of each student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in California Education Code subdivisions, except subdivision (h) (tobacco), of section 48900. The following procedure outlines actions, in addition to those required in provisions of California Law, the California Code of Regulations, and this Agreement, to be undertaken by the District regarding notification to unit members of violent students as designated in this Agreement.
- b. This procedure shall be provided to and discussed with all unit members at the beginning of each school year and to all newly employed unit members within the first week of employment by the unit member's supervisor.
- c. The District shall take responsibility to review student records upon receipt, to determine the necessity of notification and a monitoring system to ensure that the appropriate procedures are being implemented.
- d. Each unit member shall receive a list of all students at their sites whose actions require unit member notification at the beginning of each school year or within two days upon the commencement of their employment.
- e. The list may be provided electronically as long as the unit member has access to receive the list through this medium. This listing shall be kept current and updated and provided to unit members in either electronic or written form. A unit member may, in writing, request a written listing of said students at anytime. This written listing shall be provided within two days of the request.
- f. Principals or their designee(s) shall input student actions that are grounds for suspension or expulsion into the SASI system and update this information weekly and provide to unit members weekly. If access to the SASI system is not possible, unit members will be provided with a written printout.
- g. The information to be provided in the notification to the unit member shall include the student's name, discipline description and the date(s) of the incident(s) and any other relevant information available.

- h. Information in the District's possession, including District sites, requiring notification about students newly enrolled in a unit member's class shall be provided the unit member as soon as possible, but no later than two days of entry into a member's class. It is expected that the principal and designee shall provide immediate notification of violent behavior involving assault, battery or other behavior whose level of violence might warrant an immediate notification.
- i. Incidents of assault, battery or other forms of violent behavior upon any District employee shall be reported to the police and the District Superintendent as soon as possible and immediate notifications shall be made to unit members regarding said incident(s). The District shall take responsibility to communicate, secure information and afford protection to the unit member, as required.
- j. Each site may maintain a compendium/ binder of all lists of notification issued within the school year, to unit members for unit members' access and review. However, such compendium/binder, if utilized shall be secured in a manner to effect and maintain the privacy and the confidentiality of student data therein.
- k. Unit members shall maintain the privacy and confidentiality of all student data provided in accordance with the law and these procedures.
- l. A joint committee of the District and the Association appointed by the parties (five members each) shall meet annually to determine the effectiveness of these procedures, of their implementation and to recommend necessary changes to maintain unit member and student safety and an improved instructional environment. The parties shall review the committee's recommendation(s), if any for possible inclusion in or change to these procedures.

17.4 Assault or Battery

- a. Unit members shall immediately report cases of assault or battery suffered by them in connection with their employment to their principal or immediate supervisor. Both have a duty to report the incident to the police as soon as possible. Such notification shall immediately be forwarded to the Superintendent. The supervisor shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police, and courts.
- b. The employer shall reimburse unit members for any and all costs incurred as a result of battery or any acts of violence committed against the unit member, in connection with their employment, including repairing or replacing personal property which may have been taken, damaged or destroyed, and for all related medical costs not covered under insurance benefits. If employee is not covered by a District medical plan, the maximum reimbursement amount for any one occurrence will be \$500.

- c. The employer shall provide full support in criminal litigation, including legal and other assistance, to unit members who may be assaulted while in performance of their duties. The District may choose to hire legal counsel to defend a unit member if said employee is charged with a crime arising from the assault.
- d. When absence or disability arises out of or from assault or battery suffered by a unit member in connection with his or her employment, the unit members shall suffer no loss in wages or benefits set forth in this agreement.

17.5 Personal Property Protection and Liability Coverage

- a. Unit members will be reimbursed the replacement value, or insurance deductible (whichever is less), of damaged, destroyed, vandalized, or stolen personal property (excluding money) in excess of \$20.00 and up to a maximum of \$500.00 per occurrence providing the member was acting in proper discharge of his/her duties and exercising prudent care of such articles. The exception to the \$500.00 reimbursement limit shall be for personal computers which will be subject to a \$1,000.00 reimbursement limit. A proof of cost or value must be submitted with the claim. Subject to District approval, the District will pay the cost of any required estimate or appraisal to repair or reimburse.
- b. Such indemnification shall be limited to losses incurred as a result of vandalism or burglary for personal items brought to the work place. Any individual item exceeding \$100.00 in value shall be declared on an annual personal property inventory with site administrator's approval. The form for such declaration shall be attached to the District's evaluation instrument. Normally, District liability shall not exceed \$500.00. Up to \$1,000.00 may be authorized under special circumstances by the Chief Fiscal Officer/Fiscal Services.
- c. Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy and shall not exceed \$500.00 resulting from malicious acts while a vehicle is parked on or contiguous to school or other premises of the District. The District will only be liable for payment if the damage to the vehicle is a direct result of the employee's discharge of his/her professional duties.
- d. An agreement to this article does not preclude the unit member's right to seek damages from the District in a court of law.

17.6 Specialized Health Care

- a. The school nurse or other qualified and trained personnel shall be the only person(s) to provide and conduct necessary specialized physical health care procedures including, but not limited to, catheterization, injections, ostomy care (ileo, colo, gastro, tracheo), suctioning, draining, and gavage feeding.

- b. No other bargaining unit member shall be required to perform or required to attend training for such specialized health care.
- c. The District shall indemnify and hold harmless from all liability bargaining unit members who perform such procedures.

ARTICLE 18 - ASSIGNMENT AND TRANSFER

18.1 Definitions

- a. A transfer is considered to be the movement of a certificated person to a different school.
- b. An assignment is considered to be the position of a certificated person within a school.
- c. A reassignment is a change of position within a school or within the Special Education Department.
- d. A certificated vacancy is an unfilled certificated position.
- e. A day would be a day the District is open for business.

18.2 Procedure for Filling Vacancies-Voluntary Transfer and Reassignment

- a. The Personnel Office will complete on or before May 1 of each school year a list of all certificated employees requesting transfer, reassignment, or movement to an administrative vacancy for vacancies occurring after June 1. This list will be confidential information of the Personnel Office.
- b. Prior to the end of the traditional school year, the Assistant Superintendent/Personnel will publish a list of anticipated vacancies for the following school year.
- c. When a certificated vacancy becomes available, the vacancy will be made known to all certificated members assigned to the school within three (3) days of notification, so any unit member assigned to the school may volunteer for the vacancy. If a vacancy becomes available when a unit member is off track or on vacation, all certificated members expressing interest in reassignment will be notified.

It shall be the unit member's responsibility to leave self-addressed envelopes with the Personnel Office or to call the designated vacancy telephone number and follow instructions concerning openings.

- d. Personnel assigned to more than one site, e.g., librarians, P.E. teachers, music teachers, program managers, etc. (except for special education personnel), shall be assigned by October 1 of each school year a site as home base. The site designated would usually be the site at which they are evaluated and/or spend the majority of their time. At the designated site, these personnel would be allowed to interview as in-house candidates provided they are credentialed for the position for which they are interviewing.

Assignment of staff working at more than one site shall be considered a reassignment under this article.

- e. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy. If the principal appoints the volunteer to the vacancy, the vacancy closes.
- f. A description of the vacancy still available after completion of Article 18.2.e. shall be posted at all school sites and at the District Office for a period of five (5) days. During the school vacation periods, all certificated members who have indicated interest in the vacancy through the annual list shall be notified of the opening. It shall be the unit member's responsibility to leave self-addressed envelopes with the Personnel Office or to call the designated vacancy telephone number and follow instructions concerning openings.
- g. If the vacancy still exists after Article 18.2.f. above, the Superintendent or designee may assign a newly-hired person for the vacancy.

18.3 Criteria for Involuntary Reassignment and Transfer

- a. In determining reassignment and transfer due to reduction in work force, declining enrollment, or restructuring/reconfiguring, the following criteria (in descending order of importance) shall be used:
 - 1. Credential/authorization/certificate
 - 2. Length of service to the District
 - 3. Demonstrated special skills
 - 4. Sex, ethnic and racial balance
- b. When a particular school is to be closed, as determined by School Board action, or program eliminated, unit members will be given first preference to select from new or vacant positions within the District. Unit members will select positions based upon District seniority. If the Board rescinds the action (e.g., site closing) before the beginning of that school's next school year, displaced unit members will have the right to return to original position and/or site.

- c. It is agreed that the District will make transfers according to the following areas: primary elementary (K-3), (1-4), upper elementary (3-6), and middle and high school according to credential.

18.4 Procedure for Filling Vacancies - Voluntary Transfer and Reassignment In Special Education

- a. The Special Education Department will complete on or before May 1 of each school year a list of all certificated employees submitting a written request to the Special Education Department for transfer, reassignment, or movement to an administrative vacancy for permanent full-time vacancies occurring after June 1. This list will be confidential information of the Special Education Department.
- b. Special education will notify staff of openings in requested areas as they occur during the summer months. It shall be the unit member's responsibility to leave self-addressed envelopes with the Special Education Department.
- c. Prior to the end of the traditional school year, the Assistant Superintendent of Personnel will publish a list of anticipated special education vacancies for the following school year.
- d. Vacancies occurring during the traditional school year in the Special Education Department will be flown throughout the District for five (5) days. Volunteers from the Special Education Department will be interviewed and considered first for such vacancies.

18.5 Rights

- a. All unit members may apply and interview for any vacancy for which they are qualified after 18.2.e. has been completed. Out-of-district applicants shall only be considered after District staff who have requested transfer or reassignment have been interviewed.
- b. Unit members who have been involuntarily transferred or reassigned shall receive, upon request, a written explanation of the transfer or reassignment from the principal or designee.
- c. Unit members who have requested reassignment or transfer and have been denied have the right to request and receive a specific written explanation of the denial from the Assistant Superintendent/Personnel or designee within seven (7) days.
- d. Unit members who are involuntarily transferred shall be allowed the daily per diem rate of pay equal to three (3) days.
- e. The District shall provide timely assistance in the moving of the member's materials.

ARTICLE 19 - WORKDAY

19.1 Definitions

- a. The on-site workday for members of this unit shall commence no more than one-half (1/2) hour before the start of the students' instructional day. The length of the workday for full-time members of this unit, including at least a thirty (30) minute duty-free lunch break, shall be seven and one-quarter (7 1/4) hours per day.
- b. On Fridays or on workdays preceding holidays, the workday for the unit member will end directly after the end of the instructional day except when required by the administrator to complete regularly assigned duties within a 7 1/4 hour limit. On Fridays or workdays that students are not present, teachers will be permitted to leave 30 minutes prior to the end of the contracted workday.
- c. For the purpose of this article, a scheduled absence is a teacher absence which is: (a) arranged in advance by or for the convenience or benefit of the District, or (b) initiated by the teacher at least seven (7) working days before it occurs. In the event of an absence for which the District does not receive notification until the day it occurs, the District shall make a reasonable effort to secure a substitute.
- d. For the purpose of this article, an emergency is an unplanned, unexpected event demanding action on the school day on which it occurs.

19.2 Instructional time shall average the following:

<u>Level</u>	<u>Average Minutes Per Day</u>
K	200 minutes *
1-3	310 minutes
4-6	310 minutes
7-8	335 minutes ** (to include passing time), not to exceed five (5) instructional periods
9-12	372 minutes ** (to include passing time), not to exceed five (5) instructional periods

* These minutes refer specifically to student instructional time. Kindergarten teachers are expected to work with students during the 7 1/4 hour workday similar amounts of time as other elementary unit members.

** These minutes may not apply to continuation, opportunity, and certain special day classes.

- 19.3 a. Staff meetings, department and/or team meetings, directly or indirectly related to teaching assignments, are not to be recognized as adjunct activities unless the number of these meetings scheduled in each month exceeds one (1) general staff

meeting and one (1) department or grade level meeting relating to the teaching assignments. Any staff meeting that lasts longer than 1 1/2 hours will be counted toward adjunct duty credit per Article 19.3.b.

- b. At the direction of the principal, any or all full-time members of this unit may be required to expend additional time for meetings and/or other school activities outside the established teacher workday. No employee shall be required to work more than a total of sixteen (16) hours per year for all activities. Hours will be counted in half (1/2) hour units. Scheduled activities will be posted ten (10) working days prior to the activity. Any necessary changes of scheduled events or emergency situations would not require ten (10) working days advance notice.
- c. Four (4) hours of the sixteen (16) hours shall be assigned to the Special Education Office for staff members involved in consortium or district level activities. Itinerant specialists involved in two (2) or more sites may be paid at the prevailing hourly rate after using the above four (4) hours of adjunct. Money (\$1,500+) will be set aside for Special Education to pay for other consortium or district level activities out of extended day funds. Initial special education related meetings will be the responsibility of the individual school site for enrolled school-age students.
- d. With the approval of the site administrators and the Director of Special Education, Special Education personnel may pursue alternate activities on district staff development days. The alternate activities must be pre-approved by the Director of Special Education.

19.4 Preparation Time

Each elementary classroom teacher (to include elementary P.E., music, art, and elementary school librarians) will be granted work periods within the school day of at least two hundred fifty (250) minutes, excluding passing time, spread over ten (10) days. Secondary teachers will be granted work periods equivalent to an instructional period of that school. No students will be assigned to the teacher during this work period. In emergencies (other than scheduled absences), the principal may require the teacher to cover a class on the teacher's work period. Time spent to cover a class will be reimbursed as in-lieu time per Article 19.8.

- a. Seventh and eighth grade teachers at K-8 schools will receive a preparation period as if they were a 1-6 grade teacher.
- b. Sixth grade teachers at 6-8 middle schools will receive a preparation period as if they were a secondary teacher.

19.5 Collaborative Planning Period

Sites authorized by the bargaining parties may provide a weekly teacher planning period in accordance with the following guidelines:

- a. The planning period will be held either before or after school on Wednesday.
- b. There will be no reduction in instructional minutes per week.
- c. Teachers will be on site and working during the planning period.

19.6 In those cases where a school operates on an extended day schedule, a teacher's assignment will be composed of consecutively assigned periods.

19.7 Regular part-time employees and job share employees shall be assigned a prorated share of work periods and adjunct activities.

19.8 In-Lieu Service

a. "In-lieu" is defined as the performance of substitute service by an employee during his/her assigned preparation period/hour.

b. In-Lieu Time

1. In-Lieu service shall first be solicited on a voluntary basis. A list of such volunteers shall be maintained by each site administrator. The list shall be available for review by the F-SUTA site representative. The site administrator shall solicit equitably from the volunteer list first before a unit member is assigned in-lieu duty. In the event that no volunteer can be obtained, unit members may be assigned on an equitable basis to perform in-lieu service. However, after a unit member has worked ten (10) periods/hours of in-lieu service in a school year, he/she shall not be assigned further in-lieu service that year.
2. Secondary teachers shall be compensated at the rate of \$32 per period of in-lieu service for the first five (5) periods of such service, and shall be compensated at their per diem rate (based on a six (6) period day) for each subsequent period of in-lieu service that year. Six (6) instructional periods will constitute one day.
3. Elementary teachers shall be compensated at the rate of \$32 per hour of in-lieu service for the first five (5) hours of such service, and shall be compensated at their hourly per diem rate for each subsequent hour of in-lieu service that year.

4. In-lieu service may be assigned to unit members only in case of emergency or for Extended Day Activities if students enrolled in the period in question are not participating in the activity. Unit members may request in-lieu coverage only for emergency situations or for Extended Day Activities if students enrolled in the period in question are not participating in the activity. All in-lieu assignments must be approved by the site administrator or designee.
5. Unit members who had accrued compensatory time off pursuant to the in-lieu provisions of the 1998-2001 Collective Bargaining Agreement or predecessor Collective Bargaining Agreements shall be paid at the rate of \$30 per hour, for accrued but unused in-lieu compensatory time, with a pay date no later than the pay period following ratification of these Agreements.

19.9 Unit members who are off track and who substitute during such time shall be compensated at the rate of \$125 per day.

ARTICLE 20 - WORK YEAR

20.1 The work year for traditional full-time employees of this unit is one hundred eighty-four (184) workdays. The work assignment of individual members for these one hundred eighty-four (184) days shall be determined by the District. (See also Article 30 - Year-Round School.)

2	School preparation days
180	Instructional days (*)
<u>2</u>	Grades K-12; report card preparation days
184	Workdays

(*) At the elementary level (K-6), nine days will be shortened for parent conferences.

- a. At least one of the two (2) school preparation days or equivalent of a full day will be used for individual preparation for work assignment.
- b. Grades K-12 - Report card preparation days will be used for preparation of student report cards and scheduling parent conferences.
- c. The school administration will not schedule required meetings which conflict with the full-day equivalent of classroom preparation time or report card days.

20.2 The Association and the District agree that they have a mutual interest in promoting effective staff development for unit members.

- a. Definitions

1. “Professional Development” shall be defined as any training or instruction delivered to a unit member by any method in an individual or a group setting which relates to, but is not limited to:
 - a. areas of District focus;
 - b. instructional methods or methodologies;
 - c. curriculum content, development or assessment;
 - d. delivery of a curriculum;
 - e. techniques or strategies related to the assignment of the unit member;
 - f. topics related to the educational profession; and
 - g. management of educational environments.

2. “Professional Development” shall not be defined as, or included in any:
 - a. staff, department, grade level, year-round track, work group, or similar meeting related to the non-curricular operation of the school district;
 - b. adjunct duty;
 - b. calendar designated instructional workday, preparation day, or minimum day;
 - c. collaborative planning time;
 - d. preparation or release time;
 - e. meeting designed to plan or decide activities (i.e. school committee meetings).

3. For purposes of Professional Development, “day” shall be defined as 6 1/2 (six and one-half) hours of staff development activities.
 - a. Two professional development days shall be optional and one shall be mandatory and on the salary schedule at the per diem rate.
 - b. Professional Development shall occur outside of the seven and one quarter (7.25) hour workday and outside of the one hundred eighty-four (184) day workyear. Professional Development days may include non-teaching and non-work days, off-track Saturdays, or after school hours.
 - c. Each individual may select from an approved list of professional development offerings or develop his/her own program which must be approved by the Site Administrator and Director of Elementary or Secondary Education following the recommendations of the Professional Development Committees.
 - d. Professional Development participation shall be recorded and submitted by the unit member on an annual time sheet by June 30 each school year.
 - e. Payments for participation in Professional Development shall be in one (1) day increments.

- f. Payments for such activities shall be made on July 31 each school year.
- b. In order to plan jointly and implement this program, two professional development committees shall be formed.
 1. One committee shall be chaired by a designated District administrator who will serve all of the District's elementary schools and will have a composition of five teachers and five administrators including the chair.
 2. A second committee shall be chaired by a designated District administrator who will serve all of the District's middle and high school sites and will have a composition of five teachers and five administrators.
 3. Certificated committee members shall be compensated for planning and meeting time at the curricular rate of pay.
- c. The District committees shall be responsible for:
 1. planning and implementing professional development activities.
 2. approving activities offered by outside providers or school sites which meet committee-established guidelines. Examples of such outside activities could include the Bay Area Writing Project, Equals/Sequels, Language Links, etc. Decisions shall be made by consensus.
 3. developing and implementing an appropriate evaluation component for all professional development activities.
 4. developing procedures, forms, and guidelines for the implementation, documentation, and reporting of Professional Development Activities by unit members.
- d. Unit members, serving as presenters, who do not otherwise receive compensation for providing District-approved Professional Development classes shall be compensated at their per diem rate of pay. The presenters shall also be paid at their prorated per diem rate of pay for one (1) hour of preparation time for each two (2) hours of the presentation. To receive compensation, unit members providing the above services shall submit all timesheets to the Coordinator of Professional Development for approval.
- e. The District and Association agree to work cooperatively to promote both attendance and professional engagement in meaningful professional development.
- f. Unit members shall not be eligible for payment for professional development activities conducted on regular work days for which they have been released nor for activities for which they receive salary credit. College credit taken for salary advancement or coursework to meet credential requirements are excluded from this program. Activities undertaken to meet the 150-clock hour professional growth requirement for credential renewal may be accepted for professional development as described in this article.

ARTICLE 21 - CLASS SIZE

21.1 Class sizes are guided by restrictions established by law. Each principal will arrange student enrollment in classes so it will provide the best educational opportunity possible for the student within the economic constraints of the District.

21.2 After a grace period of ten (10) days of student attendance from the beginning of the school year or the beginning of each semester for grades 7-12, individual class size shall not exceed the following maximums:

Kindergarten	32 students
Grades 1-3	32 students
Grades 4-6	34 students
Combination Classes	32 students
Specialists (such as P.E./ Music/Library/Art)	
Grades 1-3 students	40 students, including mainstreamed Special Day Class
Grades 4-6 students	42 students, including mainstreamed Special Day Class
Grades 7-12	170 students per day (except P.E./Music, Keyboarding)
Grades 7-9 / P.E.	45 students per class - 225 students per day
Grades 10-12 / P.E.	50 students per class - 225 students per day
Grades 7-12 / Music	Excluding band/choir, classes taught by an instructor shall average no more than 34 students per period
Grades 7-12 / Keyboarding	Excluding keyboarding, classes taught by an instructor shall average 34 students per period

21.3 Special Services

- a. Individual caseload shall not exceed the following for more than twenty (20) days in any school year:

1. The Special Day Class (SDC) caseload maximum for programs serving students with learning, communication, and/or cognitive disabilities will be sixteen (16) for K-6 and seventeen (17) for 7-12 grade level programs.
2.
 - a. Seriously Emotionally Disturbed (SED) caseload maximum will be twelve (12) for elementary and fourteen (14) for 6-8 and 9-12.
 - b. When caseload reaches eight (8) for elementary and ten (10) for 6-8 and 9-12, the unit member may initiate the Caseload/Class Size Resolution Procedure:
 - i. Unit member may write a letter to the Director of Special Education about the problem.
 - ii. Within five (5) working days, the unit member and Director of Special Education will meet and determine the current class size/caseload. Possible solutions will be explored.
 - A. If an agreement is reached, it will be implemented within ten (10) working days. This solution may include, but not be restricted to, the removal of the student(s) from the class list/caseload or additional instructional assistant time.
 - B. If no agreement is reached, a class size committee will be formed. This committee will meet within ten (10) working days. The committee will be composed of two (2) special education teachers chosen by the unit member, one (1) F-SUTA representative, one (1) special education administrator, one (1) site administrator, and one (1) additional member appointed by the Assistant Superintendent of Personnel. A decision shall be reached by consensus. The decision shall be implemented within ten (10) working days.
3. Caseload limits shall only be exceeded by two (2) at the K-6 and three (3) at the 7-12 program levels.
4. Preschool SDC class size will be no greater than eighteen (18) students per FTE preschool teacher.
5. Resource Specialist Program: Per Education Code - 28 students. Upon approval by both the RSP teacher and the District, the RSP caseload may be increased to a maximum of 32 students with application of the state-approved waiver process. Resource Specialist Program caseload includes

responsibility for completion of mandated annual and three-year review IEPs. At sites with more than 1 FTE RSP teacher, “caseload” may be split with agreement by the staff members involved and the program supervisor, so a staff member has an IEP assessment and paperwork caseload greater than 28, concurrent with reduced instructional contact. However, at no time may the combined “caseloads” at the site be greater than 28 students per FTE RSP teacher without application for a state-approved waiver.

6. Designated Instructional Services: 55 District average caseload (Speech and Language, Adaptive P.E., Orientation and Mobility).
- b. Class size maximums will remain as of present or as defined by Code. Any variance in class size ratio due to the impact of legislation after the ratification of this agreement will be subject to negotiations.

21.4 Special Education Learning Centers

- a. In a Learning Center setting, SDC students will be weighted at 1.75 per student and RSP students as one (1.0) per student when calculating *weighted case management* and *weighted instructional caseloads*.
- b. The *weighted case management caseload* may not exceed 28 (twenty-eight) per individual Learning Center teacher. The *weighted instructional caseload* may exceed 28 only with teacher agreement.
- c. At year-round sites, the *weighted instructional caseload* will be recalculated each time a Learning Center teacher goes off-track. The on-track Learning Center teacher will assume a *weighted instructional caseload* of up to 28 which includes students from the off-track Learning Center teacher’s *weighted case management caseload*. Should the teacher not volunteer to exceed the *weighted instructional caseload* limit, a substitute teacher will be provided to instruct the excess students from the off-track Learning Center teacher’s *weighted case management caseload* for those students’ full instructional program.
- d. At year-round sites, the on-track Learning Center teacher may volunteer to exceed the *weighted instructional caseload* limit of 28. Should a Learning Center teacher volunteer to exceed the *weighted instructional caseload*, one of the following support interventions will be implemented:
 1. If the *weighted instructional caseload* is between 29-32, with mutual agreement of the Learning Center staff and Special Education administrator, one of that site’s Learning Center instructional assistant’s hours will be increased to 25 hours per week or an additional instructional assistant will be provided for two hours for each day of the instructional program.

2. If the *weighted instructional caseload* is between 33-35, a one-half (1/2) day substitute teacher will be provided for each day of the instructional program.
 3. If the *weighted instructional caseload* exceeds 35, a substitute teacher shall be provided for the full instructional program.
- e. If in compliance with the site's School Based Coordination Plan, students without IEPs may be included on a Learning Center teacher's *weighted instructional caseload* for RSP level services. These students without IEPs shall count as one (1.0) on the Learning Center teacher's *weighted instructional caseload*. At no time will the *weighted instructional caseload* exceed 28 when students without IEPs are included as part of that caseload.
- f. For the purpose of this Article 21.4, the following definitions apply:

Learning Center - One of a continuum of service delivery models available to Special Education students. A Learning Center is a setting where one or more Learning Center teachers jointly provide services to both SDC and RSP students who are assigned to general education classrooms for a period of time indicated on the students' Individualized Educational Plan (IEP).

Weighted case management caseload - The students, weighted as per 21.4.a., for whom a Learning Center teacher has the responsibility for planning and writing Individual Educational Plans as well as monitoring the students' progress toward achievement of IEP goals and objectives through observation, collaboration and/or assessment.

Weighted instructional caseload - The students, weighted as per 21.4.a., for whom a Learning Center teacher has the responsibility for implementing and supervising the instruction required by the students' Individual Educational Plans. These students include:

1. The on-track students on that Learning Center teacher's *weighted case management caseload*.
2. When caseload limit allows, students without IEPs who receive temporary services from the Learning Center staff as per the site's School Based Coordination Plan.
3. At year-round sites, on-track students from an off-track Learning Center teacher's *weighted case management caseload*.

21.5 A teacher of a class without formal enrollments (e.g., K-6 music, P.E., and library) will be responsible during any given period for no more students than the maximum designated in Article 21.2 except with the teacher's consent.

- 21.6 The number of students enrolled in each class shall not exceed by more than five (5) the number of work stations in that class. The number of work stations in a class is exceeded if:
- a. The number of students exceeds the number of desks; or
 - b. There is insufficient space or equipment to perform normal classroom activities.
- 21.7 For the purpose of equalizing teaching loads, the following shall be implemented within twenty (20) teaching days at the beginning of each school year, or at the beginning of each semester for grades 7-12:
- a. Resource specialist program students in grades K-6 shall be divided equally at the beginning of the year among classes at any given grade level plus or minus one (1) student.
 - b. Resource specialist program students in grades 7-12 shall be divided equally among classes in any given subject area plus or minus one (1) student within the constraints of scheduling.
- 21.8 A tenured middle or secondary teacher may volunteer to teach six (6) periods per day during the first or second semester with a maximum of 204 students. During the alternate semester, he/she would teach no more than four (4) periods per day with a maximum of 136 students. When a unit member agrees to this portion of the contract, the agreement shall be put in writing and signed by the unit member and the Assistant Superintendent/Personnel. This program will be limited to four (4) teachers per school site and ten (10) periods per teacher per school year. It is not the intent of the District to reduce the importance of the work period; the intent is to reduce class size.

ARTICLE 22 - SALARY AND FRINGE BENEFITS

22.1 Salary/Wages

- a. The Board and Association agree that unit members will be paid according to the attached 2005-2006 and 2006-2007 salary schedules.
- b. The Board and Association agree that Adult School hourly teachers shall be paid according to the attached 2005-2006 and 2006-2007 Adult School Hourly Teachers Salary Schedules.
- c. Salaries for Department Chairperson and Extended Day Activities and for any other salary schedules shall be based upon Column 1, Step 1 of the current Teachers Salary Schedule.

- d. Effective July 1, 2005, Master's degree payment shall be One Thousand Thirty-Five Dollars (\$1,035), and doctorate degree payment shall be One Thousand One Hundred Sixty-Three Dollars (\$1,163). Effective July 1, 2006, Master's degree payment shall be One Thousand One Hundred and Two Dollars (\$1,102), and doctorate degree payment shall be One Thousand Two Hundred Thirty-Nine Dollars (\$1,239). Employees with multiple graduate degrees shall receive payment for each degree. Degrees must be earned from an accredited college or university.
- e. National Board Certification.
1. National Board Certification. Unit members who receive and maintain National Board Certification shall be paid an annual stipend equivalent to the then-current annual stipend for unit members who have a Masters Degree.
 2. The stipend shall be paid effective on the date on which the teacher attains the certification, pro-rated for a partial year where applicable. Unit members who have already achieved the certification as of the date of May 11, 2007 shall receive appropriate retroactive payment back to the date on which the teacher achieved the certification, or July 1, 2005, whichever is later.
 3. This stipend shall be paid in addition to any other stipend or salary credit provided for degree and/or training credit (as provided in Article 22.4 through Article 22.10 inclusive).
- f. The mileage reimbursement for itinerant unit members' travel in performance of their duties will be at the current allowable IRS rate.
- g. Mentor teachers and categorical program managers will be included in month-end warrant(s) and not subject to STRS.
- h. Extended Day Assignments (to include Department Chairs)
- Payments are twice a year; first payment November 30 and second payment April 30. Listing to include names, assignments, and payment amount is due in the Personnel Office October 15 and March 15 of each year. Listing will require Personnel Office approval and forwarding by Personnel to Payroll by November 1 and April 1. Extended day assignment sheets (time sheets) reporting work that has been performed and that have been signed by the employee and site administrator are due in Payroll by November 1 and April 1. Extended day assignment sheets should include a statement of the duties performed. All positions will be paid according to the Extra Duty Pay Schedule.

22.2 Fringe Benefits

a. Medical Coverage

The parties have elected to participate in the CalPERS Health Program for the provision of medical benefits to eligible bargaining unit members and retirees. The parties understand and agree that during the term of any contract with CalPERS the parties shall be bound by the rules and regulations governing that program, notwithstanding anything in the contract between the parties to the contrary.

Effective July 1, 2001 the District will contribute to a Section 125 Plan for each **eligible employee as follows:

Employee only (1 party)	Up to but not to exceed a
Employee + 1 (2 party)	maximum of \$600 per
Employee + family	employee, per month

This amount shall be increased to:

\$ 650 per month, effective December 1, 2007.

Of the above amounts, \$16 will be allotted specifically for Health premiums and will be forfeited if benefits are not purchased through CalPERS.

Any amount not expended on benefits will not accrue to the employee.

**An eligible employee is one who meets the CalPERS criteria, which is currently (as of January 1, 2000) an assignment of fifty percent (50%) or more. Such benefits shall be prorated based upon full-time equivalency of the District contribution rate.

Any employee selecting a CalPERS plan that exceeds the District's contribution to the Section 125 Plan will have a deduction from his/her paycheck to cover such additional amount.

b. Dental Coverage

The District agrees to contribute the amount necessary for the following coverage to be provided by the Delta Dental Plan.

1. One hundred percent (100%) dental coverage for employee and dependents.
2. Crowns and cast restorations up to one hundred percent (100%).

3. Yearly maximum of one thousand five hundred dollars (\$1,500).
4. No waiting periods on prosthodontics and orthodontics.

c. Life Insurance

The District will provide thirty thousand dollars (\$30,000) of term life insurance for each unit member on paid status at the time of death.

d. Vision Insurance

Vision insurance coverage effective July 1, 2007, with the initial enrollment to be completed by June 30, 2007. Vision insurance shall be the same plan as the District currently provides to other District employee bargaining units.

e. Cash Payment In Lieu of Benefits

1. In lieu of medical coverage and upon proof of other medical coverage, each employee eligible for fringe benefits under this agreement may elect under the District Section 125 Flexible Benefit Plan to have two hundred thirty-three (\$233) paid to him/her as a taxable cash benefit. The employee may also elect to have this taxable cash benefit pay for other 125 Plan options or be invested in a tax-sheltered annuity of his/her choice, after withholding Medicare contributions, if applicable to the employee.
2. An employee may choose to have \$75.00 per month paid to him/her on his/her salary warrant as a taxable cash benefit provided they are enrolled in the CalPERS plan under the "employee only" coverage. This taxable cash benefit may be invested in a tax-sheltered annuity of the employee's choice, after withholding Medicare contributions, if applicable.

- f. Fringe benefits under 22.2 shall be available to part-time employees on a pro rata basis (see Article 26.6 - Part-Time Contracts).

22.3 Benefits for Retirees

- a. The District will pay one-half (1/2) the cost for vision insurance, one-half (1/2) the cost for the District's current HMO's for medical/hospital insurance for each retired employee and one-half (1/2) the cost for dental insurance for each retired employee and dependents from the date of retirement to age sixty-five (65) or for one hundred twenty (120) consecutive months, whichever period is shorter.
 1. All eligible retirees shall also become members of CalPERS for the provisions of retiree medical benefits. For eligible retirees the District shall contribute one dollar (\$1.00) for CalPERS.

- b. To become eligible for these continuing benefits at the active member group rates, the following requirements must be met by the employee at the time of retirement:
 - 1. Employed in the District fifteen (15) years;
 - 2. Fifty-five (55) years of age or older; and
 - 3. Continue insurance coverage in the same plans chosen during the last year of employment, except when the District discontinues that particular coverage or the retiree moves out of the appropriate geographical area. In this case, the retiree may choose from existing insurance carriers during the appropriate open enrollment period.
- c. Retired employees who become eligible for Medicare must shift to a plan which is designed to complement the coverage of the Medicare system.
- d. After age sixty-five (65), the employee may elect to continue benefits by paying the total premium according to procedures established by the District. Continuance of such benefits shall be dependent upon the benefits being provided by the insurance carrier.
- e. Retirees must complete a re-registration form each year during the month of June in order to remain eligible for continued medical benefits.
- f. The retiree may continue the current group coverage for his/her dependents provided the retiree pays all costs of the current premiums in advance monthly and provided the carrier(s) of the District plan(s) so allow.
- g. If a retiree chooses the early retirement consultant plan, he/she will not receive medical/dental benefits as designated in 22.3.a., but will be eligible upon termination of the consultant plan.

22.4 Initial Placement on the Salary Schedule

- a. Requirements for placement on the salary schedule at the time of employment are:
 - Column 01: BA degree and current California credential.
 - Column 02: BA degree and current California credential plus fifteen (15) semester units of upper division/graduate work undertaken after the BA degree is awarded.
 - Column 03: BA degree, current California credential, and thirty (30) semester units of upper division/graduate work undertaken after the BA degree is awarded.

Column 04: BA degree, current California credential, and forty-five (45) semester units of upper division/graduate work undertaken after the BA degree is awarded; or a current California credential, a master's degree and five (5) semester units of upper division/ graduate work undertaken after the master's degree is awarded.

Column 05: BA degree, current California credential, and sixty (60) semester units of upper division/graduate work undertaken after the BA degree is awarded; or a current California credential, a master's degree and twenty (20) semester units of upper division/graduate work undertaken after the master's degree is awarded.

Column 06: BA degree, current California credential, and seventy-five (75) semester units of upper division/graduate work undertaken after the BA degree is awarded; or a current California credential, a master's degree and thirty-five (35) semester units of upper division/graduate work undertaken after the master's degree is awarded.

- b. No employee new to the District shall be placed on the salary schedule above Column 06, Step 08.
- c. A new employee shall be given one (1) year of experience credit for each full year of experience or for any year including seventy-five percent (75%) or more of the school year in elementary or secondary public schools of California, another state or in an accredited private school in grades K-12. Those certificated personnel from another California school district transferring within the same school year to Fairfield-Suisun Unified School District, being employed for seventy-five percent (75%) or more of the year, in any combination shall be given one (1) full year of experience credit. No experience credit shall be given for practice teaching, military service or summer school.
- d. Employees working less than a full day or full year shall be placed on the salary schedule on the basis of training and experience.
 - 1. For employees working less than a full year, salary shall be based on the number of days working as a percent of the full work year.
 - 2. For elementary teachers working less than a full day, salary shall be based on the number of teaching minutes as a percent of three hundred ten (310).
 - 3. For secondary teachers working less than a full day, salary shall be based on the number of teaching periods as a percent of five (5).
- e. Nurses employed by the District shall be given one (1) year of experience credit for each year of full-time professional experience in nursing in health

departments, hospitals, verifiable doctor's office experience, or other institutions requiring work similar to that for which employed.

- f. Speech and language specialists employed by the District shall be given one (1) year of experience credit for each year of verifiable hospital/clinic or private experience that required work similar to that for which they are employed by the District.
- g. Persons who terminate their employment with Fairfield-Suisun Unified School District and are reemployed within thirty-nine (39) months shall be given credit for prior years of experience in the District. Certificated unit members who are laid off by the Fairfield-Suisun Unified School District and are re-hired within a thirty-nine (39) month period will be given credit for prior years of experience in the District and up to three (3) years teaching experience for salary and step placement if they present verification that they were employed for that period of time by another school district.
- h. Teachers employed in ROP or vocational programs on the basis of a Designated Subjects/Vocational Credential issued for vocational skill and experience rather than academic training shall be placed on Column 03 if the credential is partial/preliminary (academic requirements not completed or equivalent), on Column 04 if it is issued for life. Experience credit may be given for up to seven (7) years of work in the specific field exclusive of experience required for the credential.

22.5 Advancement on the Salary Schedule

a. Service

Employees will be advanced one (1) step for each year of service to Step 24.

b. Training

- 1. Upper division/graduate units of college or university work must be in the general field of education and applicable to the teaching profession.
- 2. If the District approves course work to be taken during the workday, the unit member shall, at his/her option, receive course credit or District subsidy (i.e.; substitute and/or registration/conference costs).
- 3. Salary credit shall be granted for approved course work taken outside the unit member's workday; such course work may be subsidized by the District.
- 4. Fees for course work recommended by the District shall be paid by the District; the unit member shall receive any available college or university credit toward advancement on the salary schedule.

5. Course work must be approved in advance to receive credit; course work may be denied if advance approval is not obtained.
6. Employees must receive a grade of “C” or better or pass/credit to receive credit.
7. Credit may also be given for the following:
 - a. Six (6) semester units of lower division courses may be approved each school year for salary credit providing the units are approved in advance by the Assistant Superintendent/Personnel. Additional units may be approved providing the unit member is pursuing another supplementary authorization or pursuing another type of teaching credential.
 - b. Two (2) units of salary credit for travel or work study may be considered on a one-time basis by the Assistant Superintendent/Personnel in lieu of university or college study.
 - c. Salary credit units shall be granted when unit members serve at the request of the District administration on a District curriculum committee. Such hours shall be outside the employee’s workday. Participation must be verified by the administrator responsible for the committee and the Assistant Superintendent/Educational Services.
 - d. District-approved classes and workshops may be accepted for salary credit if such classes meet the priority needs of the District. Such hours shall be outside the employee’s workday. Prior approval must be obtained on the appropriate form from the Assistant Superintendent/Personnel. District classes are defined as District-sponsored classes or inservices usually presented by District employees (such as mentors, teacher inservices, adult school computer classes, etc.). Employees will not receive credit for repeated classes or inservices, except employees requesting for recertification (i.e., CPR).
8. The Personnel Office will notify Payroll of individuals who have proof of completion of course work for salary advancement on file in the Personnel Office. Payroll will be notified by the Personnel Office prior to July 1 or by October 15. Payroll will begin payment of new salary after notification from Personnel on July 1 on the July 31 payroll. For October 15 notifications, the new salary will begin on November 30 and will include retroactive payments.
9. An employee may appeal rejection of units to the Unit Review Committee.

- a. The committee shall consist of three (3) certificated employees appointed by the Association, two (2) administrators selected by the Fairfield-Suisun Administrators Association, one (1) central office administrator, other than a Personnel administrator, selected by the Superintendent, and one (1) Governing Board member.
 - b. The committee shall recommend decisions on appeals to the Superintendent.
- 10. An employee working seventy-five percent (75%) or more of the year shall be credited with one (1) year of service.
 - 11. The District will not reevaluate any unit for which it has given credit prior to the adoption of this Contract.

22.6 Professional Growth

- a. On a voluntary basis, mentor teachers or former mentor teachers may serve as Professional Growth Advisors. The District shall designate certificated administrators to serve as Professional Growth Advisors. A list of these advisors including work location shall be published by the District annually.

The responsibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan of a credential holder who is subject to the provision of this article (hereinafter referred to as “credential holder”) comply with pertinent Education Code, Administrative Code Title V Sections, and the California Professional Growth Manual. A credential holder’s evaluating administrator may not act as that candidate’s advisor.

- b. If a credential holder believes that his/her advisor has taken an adverse action that he/she considers to be unfair, arbitrary or contrary to the terms of the Education Code, the credential holder may seek another advisor or appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.

Advisors may decline advising specific candidates with a reason given in writing upon request.

- c. Professional Growth Activities shall include, but not be limited to, course work, District committees and District classes/workshops approved according to the provisions of Article 22.5.b.
 - 1. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity including preparation time spent if a presenter of the course. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each

trimester unit or the actual number of class/lab hours required, whichever is greater.

- d. Credit for advancement on the salary schedule shall be earned by credential holders for Professional Growth Activities. Fifteen (15) clock hours of completed work shall be considered the equivalent of one semester unit. For each fifteen (15) clock hours of completed professional growth activities, advancement on the salary schedule shall take place as though one (1) semester unit of college credit had been earned.
- e. Nothing in the Professional Growth Requirements or procedures thereof shall impact, on a part of, or modify the performance evaluation.
- f. It will be the responsibility of the credential holder to meet all deadline dates for completion of his/her Professional Growth requirements.
- g. An advisor shall complete and return to the credential holder certification of initial plan, initialing any revisions or verifications of completion within ten (10) work days of submission to the advisor. If an advisor finds that he/she cannot certify an initial plan, initial a modification or verify completion, the advisor shall notify the credential holder of the reason(s) within ten (10) work days of submission.
- h. All conferences between credential holders and Professional Growth Advisors shall be during the unit member's workday, unless agreed to by the unit member.

22.7 Extended Day Activities

- a. Extended day activities are defined as those educational functions which are to be performed outside the 7.25 hour workday, and must be completed before or after the duty day. Extended day activities will be reviewed and approved by the District and Association on a yearly basis.
- b. Paid extra-curricular duty assignments will be limited to those duties listed on the Extended Day Activities Salary Schedule and paid according to the Extended Day Activities Salary Schedule. With prior administrative approval, unit members may agree to share salaries and duties.
- c. Extended day activities will be advertised for at least five (5) days before the position is filled. If no applicants are chosen at the primary site or within the District, applicants may be accepted from outside the District. Rejected applicants may request a written explanation regarding their non-selection and that request shall be honored.
- d. Each site will make available a roster of all extended day activities and the amount of supplementary salary each is being awarded.

- e. F-SUTA and the District also agree to form a committee with equal representation to consider additions to the extended day activity list. Priority consideration will be given to proposals which are currently being implemented in the District.

22.8 Extended Work Year

- a. Positions requiring an extended work year up to twenty (20) additional work days will be paid at the unit member's per diem rate and at the per diem hourly rate if the work day exceeds 7 1/4 (seven and one-fourth) hours.
- b. High school counselors may work up to an additional ten (10) school days and high school Special Education Chairs up to two (2) days on a mutually-agreeable work calendar established through consultation with the unit member's immediate supervisor. These work days will be paid at the unit member's per diem rate.
- c. Middle, continuation, and elementary school counselors may work up to an additional six (6) days on a mutually-agreeable work calendar established through consultation with the unit member's immediate supervisor. These work days will be paid at the unit member's per diem rate.
- d. Nurses, librarians, Work Experience Specialists, and ROC/P Coordinators or other staff members may work additional days beyond their regularly scheduled work year. Such days must be approved in advance by the unit member's site administrator and by the Assistant Superintendent/Human Resources. These workdays shall be paid at the unit member's per diem rate.
- e. Any unit member who extends his/her work year will accrue sick leave based on the total number of hours worked.

22.9 Year-Round Learning Centers

- a. Per-diem pay for the equivalent of three (3) days per year (21.75 hours) per year-round Learning Center teacher will be provided for planning lessons and/or collaborating with personnel who will provide instructional services for students on that teacher's case management caseload who remain on-track during that teacher's off-track time.
- b. For definitions, see Article 21.4.f.

22.10 Special Education Certificated Staff

The form included as Appendix P will be utilized to describe the conditions under which a special education certificated staff member, by mutual consent between the staff member and the Special Education administration, will work beyond his/her contractual day to assist a colleague with IEP-related activities.

ARTICLE 23 - LEAVES

23.1 Sick Leave

- a. Full-time certificated members of this unit shall be credited with ten (10) days of sick leave at the beginning of each work year. New employees employed for less than the full work year shall receive credit based on the remaining months left in the work year.
- b. Certificated personnel under contract for fewer than five (5) days per week during the entire school year shall receive pro rata sick leave based on the hours worked in comparison to the full-time equivalent classroom teacher.
- c. Certificated personnel under contract for less than a full day during the entire school year shall receive pro rata sick leave based on the hours worked in comparison to the full-time equivalent classroom teacher.
- d. The Superintendent or the Assistant Superintendent/Personnel may require proof of illness, accident, or quarantine as provided by law. If such proof requires any additional expense to the employee, the District shall pay that expense upon presentation of proof.
- e. Whenever possible, medical or dental appointments should be scheduled for other than working hours.

23.2 Extended Leave of Absence Due to Illness or Injury

When a unit member is absent because of illness or injury for a period of five (5) school months or less, he/she is entitled to full salary for the number of days of sick leave they have accumulated. When accumulated days of sick leave have been used, the employee shall receive the amount of the differential pay or sixty percent (60%) of the employee's daily rate of pay, whichever is greater. Differential pay shall be the difference between the employee's daily rate of pay and that of a regular day-to-day substitute. The differential pay shall commence when an employee has exhausted accumulated sick leave and shall continue for five (5) months.

23.3 Catastrophic Leave Bank

- a. Creation
 1. The Association and the District agree to create the Catastrophic Leave Bank effective July 1, 1993. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section b. below.
 2. Days in the Catastrophic Leave Bank shall accumulate from year to year.

3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
4. The F-SUTA Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the President of the Association.

b. Eligibility and Contributions

1. All unit members on active duty with the District are eligible to contribute to the F-SUTA Catastrophic Leave Bank.
2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of thirty (30) days after joining the Bank before becoming eligible to withdraw from the Bank.
4. The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until cancelled by the unit member.
5. Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
6. Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.
7. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.
 - a. An additional day of contribution will be required of participants if the number of days in the Bank falls below five hundred (500) days. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to

contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.

b. If the number of days in the Bank at the beginning of a school year exceeds fifteen hundred (1,500) days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one (1) day to the Bank.

8. Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

9. By October 31 of each school year, the total contribution of participating unit members will be placed in the Catastrophic Leave Bank.

c. Withdrawal From the Bank

1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days or incapacitates a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. Thus, a participant who used the Bank after exhaustion of sick leave for twenty-five (25) days to care for his wife who dies of cancer and, after returning to work, suffers a heart attack shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.

2. Participants must use all sick leave (but not differential leave) as defined in Article 23.1 available to them before eligible for a withdrawal from the Bank.

3. Participants who have exhausted sick leave but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged forty percent (40%) of the day.

4. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For

subsequent withdrawals, within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.

5. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
7. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 13 below.
9. Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave, and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, the Bank will not be charged days or, if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank but, upon settlement of the claim, the Bank shall be reimbursed the appropriate number of days by the District.

10. When the Committee may reasonably presume that the applicant for a draw may be eligible for a disability award or a retirement under STRS or, if applicable, Social Security, the Committee may request that the applicant apply for disability or retirement. Failure of the applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify him/her for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or the entitlement to the Catastrophic Leave Bank shall cease.
11. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal or an extension of withdrawal because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
12. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Sections 2.3 and 3.4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 3) and had ten (10) days of accumulated sick leave when the illness began (Section 4), he/she shall begin withdrawing upon the eleventh (11th) duty day if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
13. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

d. Administration of the Bank

1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank by receiving

withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this article.
3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
5. By November 5 of each school year, the District shall notify the Committee of the following:
 - a. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - b. The number of days contributed by unit members for the current year.
 - c. The names of participating unit members.
 - d. The number of days contributed by people returning from leaves or new to the District.
 - e. The total number of days available in the Bank.
6. By the tenth (10th) day of each calendar month after November 5, the District shall notify the Committee of the following:
 - a. The names of any additional unit members who have joined in accordance with Section b.
 - b. The names of any unit members who have cancelled participation in accordance with Section b.
 - c. The total number of days in the Bank at the beginning of the previous month.
 - d. The total number of days added to the Bank by new participants or people returning from leaves.

- e. The total number of days awarded during the previous month and to whom they were awarded.
 - f. The total number of days remaining in the Bank on the last day of the month.
7. Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately submitted to Binding Arbitration without the need to follow earlier steps of the grievance procedure as per Article 9.
8. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately.

23.4 Personal Necessity Leave

- a. Sick leave may be used by an employee in cases of personal necessity. Leave over two (2) days in duration will require the prior approval of the Assistant Superintendent/Personnel or his/her designee.
- b. “Personal necessity” means circumstances that are serious in nature to the employee and that the employee cannot reasonably be expected to disregard, that necessitates immediate attention, that cannot be taken care of after work hours or on weekends.
- c. Such leave shall not be taken for recreational travel, to engage in other employment, or to participate in Association-related political activities, demonstrations, or causes.
- d. Abuse of the above guidelines will result in a letter of reprimand in the discipline process and loss of pay.
- e. Employees may take personal necessity leave in half-day increments.

23.5 Sabbatical Leave

- a. The Board may grant a sabbatical leave to unit members upon request.
- b. In order to be eligible for sabbatical leave, a person shall have been employed by the District continuously for at least ten (10) years. The application for sabbatical leave must be made by February 1 preceding the year the leave is desired.
- c. The person granted sabbatical leave will be paid in twelve (12) equal payments. The rate of pay for a person with ten (10) or more years of employment in the

Fairfield-Suisun Unified School District will be one-half (1/2) of his/her current annual salary.

- d. Persons on sabbatical leave will be given one year's credit on the salary schedule and will receive fringe benefits which are granted to other full-time certificated employees of the District.
- e. The unit member must submit a planned program of travel or study to be undertaken during the leave.
- f. A unit member taking sabbatical leave is required to serve at least two (2) years in the Fairfield-Suisun Unified School District after taking sabbatical leave. Failure to complete this requirement will require the employee to return the amount of money paid by the District to the employee during the sabbatical leave.

23.6 Parental Leave

- a. Parental leave shall be defined as benefits provided for by Section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.
 - 1. Differential pay will be provided as stipulated in Article 23.6.a. above, for a maximum of sixty (60) consecutive work days, to commence no sooner than forty (40) work days prior to the anticipated first day of disability.
 - 2. Differential pay to natural fathers may commence any date within one (1) year of the child's birth and extend for a maximum of sixty (60) consecutive work days.
 - 3. Differential pay granted in the case of adoption may commence on the day the child is placed in the home and extend for a maximum of sixty (60) consecutive work days.
- b. During the differential pay period, the unit member shall receive the amount of differential pay or sixty percent (60%) of the employee's daily rate of pay, whichever is greater. Differential pay shall be the difference between the employee's daily rate of pay and that of a regular day-to-day substitute. The employee shall submit, in writing, one of the following before his/her parental leave has expired:
 - 1. Request to return to duties for the remainder of the current contract.
 - 2. Request to take an unpaid leave for the remainder of the school year.
 - 3. Resignation from the District effective at the end of the school year.

- c. A leave of absence shall be granted to a unit member for the purpose of raising his/her natural or adopted child. Such leave shall normally not exceed twelve (12) months. Up to an additional twelve (12) months may be granted upon request. The District and the unit member may agree to extend the period of the leave beyond the twelve (12) months in order that the return date shall coincide with normal school breaks.

23.7 Industrial Accident or Illness Leave

Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave. Claims must be approved by the District's insurance carrier to qualify under this section. Accident or illness leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the employee's full salary for the month. Industrial accident and illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under the Worker's Compensation. When an industrial accident or illness leave occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or accident occurred for the same illness or injury.

Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the employee continues to receive temporary disability indemnity under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, the employee may elect to take as much of the employee's accumulated and available sick leave which, when added to the Worker's Compensation award, results in a payment of not more than the employee's regular salary.

An employee requesting industrial accident and illness leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this article.

Upon complying with District medical release requirements and receiving District authorization to return to work, an employee on industrial accident or illness leave shall be reinstated to the same position when the accident or illness occurred without loss of status or benefits.

A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. The District, at its cost, may request another medical opinion.

23.8 Jury Duty and Witness Duty

a. Jury Duty

An employee shall be granted a leave of absence without loss of pay when regularly called for jury duty in the manner provided by law. Upon completion of jury service, the employee shall provide to his/her site administrator or designee a copy of the official court documentation indicating attendance at jury service, upon request. Fees received as a juror, exclusive of transportation, food, and lodging expenses, shall be reimbursed to the District.

b. Witness Duty

An employee shall be granted a leave of absence without loss of pay not to exceed five (5) days in any school year when directed to appear as a witness in court other than as a litigant. The employee shall include the subpoena with the application directed to the Assistant Superintendent/Personnel. The employee shall make payment to the District the fees for services to the court as a witness, exclusive of transportation, food, and lodging expenses.

c. Litigants

Litigants may use Personal Necessity Leave.

23.9 Bereavement Leave

- a. A unit member shall be granted bereavement leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this article. Five (5) days bereavement leave shall be granted to any unit member for the death of a current spouse, registered domestic partner, mother, father or child.
- b. Death of other immediate family members shall be for three (3) days, unless travel of more than two hundred (200) miles is required, in such case, the length of the leave shall be five (5) days.
- c. Under special circumstances, up to ten (10) days additional bereavement leave may be granted by the Assistant Superintendent/Human Resources. If additional time is needed, personal necessity leave may be used.
- d. Immediate family shall be defined as follows: mother, mother-in-law, stepmother, father, father-in-law, stepfather, spouse, registered domestic partner, son, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, foster child, grandparent, grandchild, legal guardian or ward, niece, nephew, aunt or uncle, or first cousin of the unit

member or spouse, or any person living in the immediate household of the unit member.

- e. Leave may be granted to the unit member by the Assistant Superintendent/Human Resources for any individual not listed herein.

23.10 Advanced Study Leave

Upon the recommendation of the Superintendent, the Board may grant a year's leave of absence without pay to members of this unit for advanced study in their major or minor fields to improve their competency in current teaching assignments or to obtain competencies in other fields of education.

23.11 Personal Leave

Upon the recommendation of the Superintendent, the Board may grant a year's leave for personal reasons without pay or fringe benefits to members of the unit who have obtained tenure.

23.12 President Release Time

The Association and the District will provide paid release time for the Association President during the school year.

- a. This may be a job share agreement or
- b. Up to three (3) consecutive periods, including preparation, per day.

The additional criteria shall be followed:

- a. The position will be a sixty/forty (60/40) percent split with the President teaching sixty (60) percent.
- b. The forty (40) percent position will be filled by a temporary employee.
- c. The selection of the temporary employee will be a joint decision of the District and Association President.
- d. When a specific person is employed to fill the forty (40) percent, the Association shall pay the cost.
- e. The President shall return to his/her current school site and/or department prior to the agreement.

23.13 Professional Leave for Association Business

The District will provide a total of fifty (50) days leave for Association officers and committee members to conduct Association business. The assignment of these days will be at the discretion of the President. The Association agrees to pay the cost. The Association president shall designate these leave days by providing at least two (2) working days' advance notice to the Human Resources Department, except in case of emergency where less than two (2) working days' notice is not possible, in which case as much advance notice as is possible will be provided. In the event of a scheduling conflict which makes it inconvenient for a particular teacher to be released on a particular day, the parties agree to work cooperatively together to identify an alternative.

23.14 Leave Rights

Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, retirement, and salary schedule credit in the same amount as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense upon reimbursement to the District.

23.15 Professional Development Leave

- a. The Board may grant an unpaid leave for professional growth for a unit member to pursue other professionally-related employment opportunities.
- b. In order to be eligible for Professional Development Leave, a unit member shall have been employed by the District continuously for at least ten (10) years. The application for Professional Development Leave must be made by April 1 preceding the year the leave is desired.
- c. A unit member on Professional Development Leave will receive one (1) year of credit on the salary schedule for each year of the leave.
- d. A unit member on Professional Development Leave will receive one (1) year of seniority credit for each year of the leave.
- e. The unit member must submit a planned program of professional development to be undertaken during the leave.
- f. Unit members shall be allowed continued benefits at their own expense upon reimbursement to the District.

ARTICLE 24 - REDUCED TEACHER SERVICE OPTION

- 24.1 Teachers may apply for the reduced teaching service option. To qualify for this program, the employee shall have met the requirements of California Education Code section 44922, which include:
- a. At least ten (10) years of full-time service in a position requiring certification in the public school system in California which includes grades K-12, community college, or as a teacher in the California state university and college system; the immediately preceding five (5) years shall have been full-time.
 - b. Attained the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in teaching service begins. It shall be the employee's responsibility to initiate the request for reduced teaching service.
 - c. Certification of eligibility by the State Teachers' Retirement System, or, if applicable, the Public Employee Retirement System.
 - d. The unit member shall not have had a break in service during the five years immediately preceding the reduction in workload. For purposes of this subdivision, sabbaticals and other approved leaves of absence (including leaves for military service) shall not constitute a break in service.
- 24.2 The agreement or contract for reduced service shall be executed by the employee and the employer, in writing, prior to July 1 preceding the year of reduced service. Annual application is required for continuing reduced teacher service option. This agreement may be revoked only by the mutual consent of the District and the employee. If there is a changed circumstance or personal emergency affecting the unit member, the revocation may be made earlier with the approval of the Assistant Superintendent/ Personnel or designee. For unit members who first participated in the Reduced Teacher Service Option before ratification of this agreement, the agreement for reduced service may be revoked by the unit member at the end of their contracted year.
- 24.3 Reduced teaching service shall be one-half (1/2) of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position. Agreements with beginning dates other than the start of the school year will include the required number of days of service. Minimum salary paid shall be equal to one-half (1/2) time service. A reduced teaching service option in excess of one-half (1/2) of the number of days or parts of days of required service may be implemented only with the mutual consent of the employee and the employer.
- 24.4 Reduced service may be on a daily schedule or full-time for at least one-half (1/2) year. The employee shall be paid the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which the unit member or the District makes the payments that would be required if the unit member remained in full-time employment.

- 24.5 Reduced teaching service option for a unit member is limited to a period not to exceed ten (10) years, pursuant to California Education Code sections 44922(h) and (i)).
- 24.6 The unit member and employer agree to submit contributions to the State Teachers' Retirement System or, if applicable, the Public Employee Retirement System, based on the compensation which would be earned for full-time employment.
- 24.7 Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in that proportion that it relates to the annual salary that would have been paid had the employment continued.
- 24.8 Retirement contributions for service not credited because of termination of contract or agreement by resignation, dismissal, or retirement will be returned to the employee or, in the case of death, to the beneficiary.
- 23.9 All rights mandated by law and any additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such employees who are on contract for reduced teaching service.
- 24.10 Education Code section 44922 is provided as Appendix Z to this Agreement.

ARTICLE 25 - EARLY RETIREMENT PLAN

- 25.1 Early retirement is an incentive plan whereby an employee may retire early and have the opportunity to enter into an ancillary services contractual agreement with the District.
- 25.2 Conditions
- a. Satisfactory service in the District for a minimum of ten (10) years.
 - b. Full-time employee of the District for the past five (5) years.
 - c. Will attain the age of fifty-five (55) or more.
 - d. Will retire from the teaching profession.
 - e. Receive the approval of the Assistant Superintendent/Personnel or his/her designee.
- 25.3 The Ancillary Services Program
- a. Persons electing this program will serve a minimum of twelve (12) days per year and a maximum of forty (40) days per year at the option of the retiree and the District. The person entering the program will be paid one hundred fifty dollars

(\$150) for each full day of service beginning with unit members who retire at the conclusion of the school year.

Ancillary services may consist of the following:

Work on the preparation of curriculum material, writing courses of study, educational guides, or working on surveys or other activities related to preparation, upgrading, or the manufacturing of materials to be used in the schools; to fill in for the teachers who are working on District projects on a regular basis such as replacing a department head or a person actively engaged for short periods of time in evaluations or creating of District material. The teacher may have the option of serving his/her agreed number of days as a substitute teacher in the appropriate grade or grade level.

- b. The contract with the person choosing this program will be for a period of five (5) years or less.
- c. Persons who retire under the plan from the District shall have the option of retaining the present health plans but must pay the premium.
- d. Persons who retire during any current school year will have until June 30 to elect the consultant contract; the individual may resign from it at any time.

ARTICLE 26 - PART-TIME CONTRACTS

- 26.1 Members of the unit, subject to the annual approval of the Assistant Superintendent/Personnel or designee, are permitted to work less than a full-time contract position.
- 26.2 A unit member who desires to enter into a part-time contract position must submit his/her request, in writing, to the Assistant Superintendent/Personnel or designee prior to April 15 for the following year. Such unit member shall also request a leave for the balance of the FTE currently held.
- 26.3 A unit member holding a part-time contract position shall be assured for each succeeding year at least the same percentage of a full-time contract position as he/she currently holds. In the event of layoff of certificated employees, this will not apply.
- 26.4 A unit member holding a part-time contract position shall resume a full-time contract position by expressing his/her preference for posted openings as per Article 18.
- 26.5 A unit member holding a part-time contract position shall receive a prorated amount of salary, dental benefits, and leave. Part-time employees working less than a 50% contract are not eligible for CalPERS medical benefits. For Part-time employees working less than a 50% position and electing to participate in a medical benefits plan, the District

shall contribute the prorated amount as provided in Article 22.2.a in accordance with Section 125 of the IRS code.

- 26.6 Fringe benefits will be prorated for all new part-time contracts. A unit member holding more than fifty percent (50%) of a full-time contract position will continue to receive full fringe benefits until they voluntarily change their present employment status. Child Development Center and Preschool Permit Teachers will be exempt from this provision.

ARTICLE 27 - JOB SHARING

- 27.1 Members of the unit, subject to the annual approval of the Assistant Superintendent/Personnel or his/her designee, may job share.
- 27.2 Job sharing shall be defined as employment in which two unit members share on an equal basis a regular full-time position within the school district.
- 27.3 Application for job sharing must be submitted to the Assistant Superintendent/Personnel by two (2) months prior to the end of the unit member's contracted work year based on the following criteria:
- a. The employee shall secure his/her own job-sharing partner.
 - b. Minimum employment for this program shall be equal to one-half (1/2) of the number of days normally required of the certificated employee. These days shall be one-half (1/2) the number of days published each year on the teacher's work calendar.
 - c. The employee must have tenure in the District.
 - d. The employee will receive one-half (1/2) salary which is to be paid on a monthly basis for twelve (12) months.
 - e. The District will pay the amount equal to the cost of fringe benefits for one (1) unit member.
 - f. The employee and the District's contribution to the State Teachers' Retirement System (STRS) will be one-half (1/2) that normally paid. The employee will receive only one-half (1/2) credit toward years of service in STRS.
 - g. Sick leave benefits are accrued at one-half (1/2) the normal rate. Workers' compensation premiums will be paid on the employee's actual salary.
 - h. A team member, when available, will substitute for the other team member when he/she must be absent by trading a workday with the absent partner.

- 27.4 A unit member holding a job-sharing position shall resume a full-time position by expressing his/her preference for posted openings as per Article 18.
- 27.5 Unit members exercising the option of job-sharing shall develop with their school principal a work schedule most appropriate for the particular teachers and students involved to include the following:
- a. Team members shall plan jointly for both the school and their classroom on a regular basis.
 - b. At the elementary level, both team members may work at the direction of the site administrator the first two (2) days of the first week of school, and one team member may be paid per diem compensation. At the secondary level, if the situation warrants, two (2) days per diem compensation may be granted for one team member.
 - c. Both members of the team are required to take an active part in the District and school inservice meetings and their joint efforts in this respect will be at least equal to that normally expected of a single full-time teacher.
 - d. Each team must develop a procedure to insure clear lines of communication to all parents.
- 27.6 Unit members exercising the option of job-sharing shall take a leave of absence of their former contracts exceeding fifty percent (50%). In the event of certificated layoffs, those unit members job-sharing will not be excluded. Unit members participating in job-sharing will retain their original hire date within the District. New job-share proposals must be approved by the Assistant Superintendent/Personnel by May 1 for the next school year. Renewal job-share proposals must be approved by the Assistant Superintendent/Personnel by March 1 for the next school year.

ARTICLE 28 - HOURLY RATE ADULT EDUCATION

28.1 Recognition

- a. The District recognizes the Association as the exclusive representative of the Fairfield-Suisun Adult School teachers employed and paid as regular contract teachers and those paid by the hour. There is one (1) contract unit member as of July 2005. All provisions of this Agreement except this article apply to that regular contract adult school teacher.
- b. As the one contracted adult school position becomes available through resignation, voluntary transfer and/or retirement, this position will be filled by one or more hourly adult unit member(s).

28.2 Non-Related Articles

- a. For the purposes of this agreement, the following articles/sections will not apply to Hourly Rate Adult Education unit members. Article 10.3.a (first three sentences only), Article 10.3.j, Article 14 – Peer Assistance and Review, Article 15 – Support Provider, Article 16 – Teacher Support Service, Article 18 - Assignment and Transfer, Article 19 - Workday, Article 20 - Work Year, Article 21 - Class Size, Article 22 - Salary and Fringe Benefits (except as provided in section 28.8.g, below), Article 23 – Leaves (except as provided in Section 28.8.e and 28.8.f), Article 24 - Reduced Teacher Service Option, Article 25 - Early Retirement, Article 26 - Part-Time Contracts, Article 27 - Job-Sharing, Appendix AA - Mentor Teacher Program, Article 29 – Child Development/Preschool, Article 30, Year-Round School, Article 31 – Restructuring, Article 32 – Summer School/Intersession, and Article 33 – Calendar Committee.
 - b. For the purposes of Article 18 – Assignment and Transfer, the Fairfield-Suisun Adult School shall be considered a single site.
 - c. Class size minimums and maximums shall be established by the principal.
- 28.3 Evaluation. Unit members covered by this article shall be evaluated at least once every two (2) years in accordance with provisions in Article 10 (except for the provisions excluded, as listed above). Complaints against unit members covered by this article shall be processed as provided in Article 12.3 of this agreement.
- 28.4 The administrative staff of the Adult School may create, offer, shorten, extend, cancel, combine, close, or terminate any class taught or to be taught by unit members covered by this article provided that each unit member shall be paid for each hour worked. Starting and ending dates for all classes and programs shall be established by the administration. In the event that the administration decides to extend a class beyond the scheduled term of classes for the school year, the District will notify the Association at least two (2) months in advance and meet to discuss any issues or concerns relating to the extension of the class.
- 28.5 Unit members covered by this article shall be paid in accordance with Appendix C and D. They shall receive mileage reimbursement in performance of their duties under the current allowable IRS rate.
- 28.6 Unit members who have rendered six hundred (600) hours of paid service in the Adult School program are entitled, unless dismissed for cause, to teach the same course in succeeding terms if it is offered; this right is terminated by resignation, refusal to teach the course when it is offered, or an interruption of eighteen (18) calendar months from the end of one (1) term during which the course is taught and the beginning of the next. For the purposes of this section, a term is a quarter, trimester, or semester as is appropriate for each course.

28.7 Adult school unit members shall not be required to work on legal holidays.

28.8 Other Articles

- a. The provisions of Article 9 - Grievance Procedure shall apply to unit members covered by this article, but the word “day” shall be defined to include each day that the District Office is open for business. Unit members covered by the article who have less than six hundred (600) hours of paid service shall not have the right to grieve any release from service in the Adult School program.
- b. Vacancies in Adult School hourly positions shall be filled by the District as they occur; unit members who wish to be considered for such vacancies, including hourly Adult School unit members who wish to work additional hours, may notify the Personnel Office at any time and they shall be considered when positions are to be filled.
- c. Unit members covered by this article may apply for regular positions in the District and shall be considered “inside” candidates. If employed on contract, a unit member covered by this article shall be placed on the salary schedule with service credit of one (1) year for each one thousand three hundred thirty-four (1,334) hours of paid service as an hourly adult teacher in the Fairfield-Suisun Adult School, but hourly service after employment under contract shall not be counted.
- d. For purposes of STRS reporting, Adult Education unit members who are members of STRS and who work at least 1104 hours in one year shall receive 1.0 years of service credit and such credit shall be reported to STRS. Unit members working less than 1104 hours in one year shall receive a proportional amount of STRS credit. Hours worked in excess of 1104 in a year shall be reported to STRS as part of the Defined Benefit Supplement Program. This adjustment will be made retroactively to July 1, 2002. This provision specifically replaces the process outlined in the October 20, 2000 memo from Bob Howell and Ben Ridlon. regarding: “Progress Report- Service Credit for Retirement Purposes.”
- e. Unit members shall earn one (1) hour of sick leave for each eighteen (18) hours of paid service. Extended illness leave, childbirth leave, and industrial accident leave shall be credited as provided by law. Article 23 does not apply to unit members covered by this article except for 23.3 - Catastrophic Leave Bank, 23.4 - Personal Necessity Leave, 23.6 - Parental Leave, and 23.9 - Bereavement Leave.
- f. Unit members called as jurors or subpoenaed as witnesses shall have paid leave for such service only to the extent that the service occurs during teaching time. Reasonable travel time shall be counted as part of the service.
- g. Adult School hourly unit members who are employed for three (3) or more periods taught daily in the daytime program or a 16 hour teaching load per week

shall receive a minimum of one (1) hour of preparation time per week. Hours worked will be established by the hours anticipated to be taught as identified in the first term teaching load.

Such unit members shall select, by September 30 each year, one of the following options in addition to the one initial hour of preparation time provided in this section.

1. Option One – Preparation Time: Adult School hourly unit members covered by this section may elect to receive an additional one (1) hour of preparation time per week, or
2. Option Two – Benefits: In lieu of the additional preparation time identified in section 28.8.g.1, above, Adult School hourly unit members may opt to select a fringe benefit package, which shall consist of the following three components:
 - (a) Medical Coverage: Contributions shall be based on the amount identified in Article 22, section 22.2.a and will be allocated as indicated in the table below. Part-time unit members working less than 15 hours per week are not eligible for CalPERS medical benefits.

Hours worked will be established by the hours anticipated to be taught as identified in the first term teaching load in September of each year.

<u>Hours Per Week</u>	<u>District Contribution</u>	<u>Unit Member Payment</u>
At least 15	50%	50%
At least 24	65%	35%
At least 30	100%	0%

- (b) Dental Coverage: As provided in Article 22, section 22.2.b.
- (c) Life Insurance: As provided in Article 22, section 22.2.c.
- (d) Vision Insurance: As provided in Article 22, section 22.2.d.

ARTICLE 29 - CHILD DEVELOPMENT/PRESCHOOL

29.1 Non-Related Articles

For the purposes of this agreement, Article 19 - Workday, Article 20- Work Year, Article 22 - Salary and Fringe Benefits, Article 24 - Reduced Teacher Service Option, Article 25 - Early Retirement, Article 26 - Part-Time Contracts, Article 27 - Job Sharing, Appendix AA - Mentor Teacher Program, Article 28 - Hourly Rate Adult Education, and Article 30 - Year-Round School will not apply to Child Development/Preschool unit members.

29.2 Notice of Layoff

- a. All layoffs shall be implemented in the manner prescribed by law. Notice shall be sent by certificated mail to each employee to be laid off thirty (30) days before the layoff becomes effective; a copy of each such notice and the names and addresses of the employees to whom it is sent shall be sent to the Association. Every layoff shall be in reverse order of seniority by the date of hire.
- b. If the District adopts a major change in Child Development/Preschool programs and then later decides to eliminate part or all of such programs, the District shall give reasonable prior notice to the Association so that the District and the Association can explore possible solutions to the effects of elimination as they apply to the terms and conditions of this agreement.

29.3 Workday

- a. Onsite workday for Child Development/Preschool teachers shall be six (6) to seven hours and fifteen minutes (7.25) to comply with prevailing teacher/child ratio regulations set forth by the State Department of Education Title 5 and the Department of Social Services Child Care Licensing documents.
- b. Staff meetings for the Child Development and Preschool teachers will be scheduled during the normal workday whenever possible. Meetings that extend beyond or start outside the duty day will be compensated at the unit member's hourly rate of pay for each hour or fraction thereof.
- c. The current system of compensatory time shall continue.

29.4 Work Year

Permit Teachers will work according to the prevailing contract with the State Department of Education, Child Development Division. The contract requires 242 days for General Child Care and 184 workdays for State Preschool.

29.5 Class Size

Class size for General Child Care and State Preschool programs will be in accordance with State Department of Education Title 5 and Department of Social Services, Child Care Licensing Department.

29.6 Salary and Fringe Benefits

a. Salary and Wages

Unit members covered by this article shall be paid on a salary schedule subject to annual negotiations. Permit Teachers hired prior to October 9, 1990 will continue at their current rate of pay under the C.S.E.A. Support Unit Salary Schedule. This pay will include current longevity and current professional growth increments. The professional growth increment will remain the same as is currently being paid on the C.S.E.A. Support Unit Salary Schedule.

b. Fringe Benefits

Fringe benefits will be paid to unit members who work at least 50% of a Full Time Equivalent position. (See Article 22.2, a through d - Fringe Benefits.)

29.7 Leaves (See Article 23 - Leaves)

a. Sick Leave

Full-time Child Development Centers and State Preschool members shall receive one (1) day of sick leave per month. Part-time employees will be prorated.

b. Vacation

1. State Preschool unit members shall have earned vacation credited toward salary.
2. Child Development Center Permit Teachers shall earn vacation in accordance with 2 (b) (1) below. They shall not take vacation.

a. Eligibility

Unit members shall work a minimum of six (6) months before becoming eligible to take vacation. Eligibility to take vacation will commence on the first day of the pay period following completion of six (6) months of paid service in regular assignment.

b. Accumulation

- i. Unit members shall earn vacation when in paid status in accordance with the following schedule:

<u>Years of Service</u>	<u>10 Months</u>	<u>11 Months</u>	<u>12 Months</u>
0-5	8.3	9.6	10 days
5-10	12.5	13.75	15 days
11	13.33	14.66	16 days
12	14.16	15.6	17 days
13	15.0	16.5	18 days
14	15.8	17.42	19 days
15	16.66	18.33	20 days
16	17.5	19.25	21 days

- ii. Vacation time is accrued, accumulated, and scheduled in terms of working hours. Vacation may be taken at a lesser rate than one (1) day at a time.
- iii. The rate at which vacation is paid shall be at the unit member's current rate. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.

c. Scheduling

- i. The District reserves the right to schedule vacation at times least disruptive to the normal work routine. Each supervisor will prepare a vacation schedule for the unit members under his/her supervision. Unit members' vacations shall be determined by the supervisors but the supervisor must consider individual vacation requests and, in cases of conflict, shall assign vacation on the basis of seniority. All vacation will be subject to the approval of the immediate supervisor and shall not be unreasonably denied.
- ii. Vacation may, with the approval of the unit member's immediate supervisor, be taken any time during the school year, provided that it is not taken during the first six (6) months of employment.
- iii. Unit members may accumulate vacation without limit. If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. However, it is the responsibility of the supervisor

to maintain control over the amount of vacation accumulated by unit members in their departments. Supervisors and unit members will make every effort to use all of their vacation each year.

- iv. On separation from service, a unit member shall be entitled to compensation for all earned, unused vacation, except those unit members who have not completed one (1) year of service shall not receive any compensation for vacation. The compensation may be taken as paid time or as a lump sum. The rate of pay for such compensation shall be at the rate prevailing at the time of termination.

d. Holidays During Vacation

When a holiday (as listed below) occurs during the scheduled vacation of a unit member, the holiday shall not be charged against the unit member's vacation.

Independence Day
Labor Day
Veterans' Day
Day before Thanksgiving
Thanksgiving Day
Day following Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
Day before New Year's Day
New Year's Day
Martin Luther King Day
Lincoln's Day
President's Day
Memorial Day

e. Interruption of Vacation

- i. Any unit member who has six (6) months of service and who commences his/her prescribed vacation leave and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick leave or bereavement leave under the following conditions:
- ii. If the illness or bereavement is such that had the unit member been working, he/she would have been absent on sick or bereavement leave.

- iii. If the request is filed with the District within two (2) weeks.
- iv. The District may, for purposes of this section, require proof of illness or bereavement.
- v. If approved, the unit member's vacation is to be converted to illness or bereavement leave, and the appropriate vacation credit shall be restored to the unit member's earned vacation balance. If possible, he/she shall be granted an opportunity to consume this vacation credit.

29.8 Use of COLA

The District and Association will meet with the Director of the Child Development Center to determine how the COLA will be used.

ARTICLE 30 - YEAR-ROUND SCHOOL

30.1 All contract articles in this agreement apply to year-round school staff except as clarified in this article.

30.2 Year-Round School Calendar

- a. A year-round calendar will be developed in conjunction with the District's Calendar Committee.
- b. A minimum day shall be held at multi-track year-round schools for those tracks going on vacation.

30.3 Work Day/Work Year

- a. All multi-track year-round school classroom teachers will have 176 student contact days. Single track year-round school classroom teachers will have 180 student contact days. Teachers will work 184 days (see Article 20).
- b. The student instructional day at a multi-track school will be 320 minutes to meet the instructional minute requirement of the Education Code.
- c. The purpose of track-in/track-out days is to provide room preparation time for unit members. The majority of the day will be reserved for that purpose.

30.4 Class Size

- a. All class size maximums in Article 21 - Class Size shall apply to year-round schools.

- b. A grace period of ten (10) days will be allowed at the beginning of each track to bring classes within specified maximums.
- c. Resource specialist students shall be divided equally at the beginning of the year among classes in a specific track at any given grade level plus or minus one (1) student. For the purpose of placement of resource students, each track will be treated as an individual school (see Article 21 - Class Size).

30.5 Assignment/Transfer

a. Initial Placement of Unit Members at New Year-Round Schools

- 1. Teachers will express their individual preference for track assignment to their site administrator. The site administrator will make the final determination of track assignment according to Article 18.
- 2. Principals shall complete track assignments including music and P.E. assignments prior to teachers turning in their transfer/assignment request forms.

b. Track Selection

- 1. Spouses, if both are working at a year-round school site, shall be given first consideration for placement on the same track, if desired.
- 2. Children of teachers who work at a year-round school shall be given the same status as children who live in the attendance area for track placement.

c. Initial Placement of Unit Members at Sites Converting to Year-Round Schools

- 1. Preference survey forms shall be distributed to all unit members of schools participating in conversion to a year-round calendar. Unit members shall list three (3) choices of track and grade assignments in order of preference (i.e., yellow track, grade four). Results of survey will be distributed to staff.
- 2. Staff will then meet and decide specific assignments in grade level and track units.
- 3. If agreement cannot be reached, assignments will be made based on Article 18.3.a. by the Assistant Superintendent/Personnel.
- 4. Unit members converting to year-round calendar shall be allowed the daily rate of pay equal to three days of release time.

5. Following initial assignments, unit members dissatisfied with their placement have the option of choosing, based on Article 18.3.a., any open assignment at any converted site within five (5) working days.
 6. After placement in year-round assignment, those unit members preferring to remain on traditional calendar will specify choice of grade level and/or school to the Assistant Superintendent/Personnel.
 - a. The District will notify unit members, based on Article 18.3.a., when such opening shall occur.
 - b. Unit members will have three (3) days to accept offered position without interview.
- d. Transfer
1. Definitions:
 - a. A transfer is considered to be the movement of a certificated person to a different track within a school or to a different school.
 - b. An assignment is considered to be the position of a certificated person within a track at a school.
 2. Transfer and reassignment of year-round certificated persons shall be determined by provisions of Article 18 - Assignment and Transfer but subject to year-round definitions.
 3. Within three (3) days of notification, any unit member assigned to a year-round school may volunteer for the vacancy regardless of track.

30.6 Exchange Days

- a. District teachers shall have the opportunity to substitute within the District.
- b. A year-round teacher substituting at his/her own site shall be paid the District long-term substitute rate.
- c. Unit members may voluntarily exchange ten (10) days with unit members who are on vacation without loss of pay, benefits, or sick leave. The unit member shall obtain approval from his/her principal at least five (5) days prior to the desired exchange days. Unit members may be granted an extension beyond ten (10) days with prior approval from the principal and Assistant Superintendent/Personnel or designee. Payback of exchange days is the responsibility of the involved teachers.

30.7 Sabbatical Leave

Year-round school unit members may be granted mini-sabbaticals for professional purposes for up to one session of track assignment under the provisions of Article 23.4 - Sabbatical Leave. Year-round unit members will be allowed to apply for sabbatical leave even if they have less than ten (10) years of teaching experience in the District.

30.8 Working Conditions

- a. Teachers on year-round shall not be deprived of any benefits provided by this contract or District policy by virtue of assignment to a year-round school. Possible benefits include, but are not limited to, opportunity to serve as mentors or on District committees, S.I.P. activities, professional growth conferences, instructional council, or any leaves delineated in this agreement. In addition, year-round school teachers shall not be disenfranchised in any District elections, surveys, or questionnaires.
- b. Each track may have a track facilitator who is responsible for off-track communication. Compensation shall be made according to the Extended Day Activity Salary Schedule.
- c. Air conditioning shall be provided in each classroom on a year-round school schedule. Reasonable effort will be made to provide a comfortable learning environment in the event of a malfunction.
- d. Secured storage and assistance in moving shall be provided to year-round school staff as needed.

30.9 Auxiliary Personnel

- a. Auxiliary personnel including librarians, nurses, resource specialists, resource teachers, counselors music teachers, speech therapists, P.E. and adaptive P.E. teachers, and other unit member specialists may extend or vary their contracted work year. A mutually agreeable work calendar for auxiliary personnel will be established through consultation with the unit member's immediate supervisor and approved by the Assistant Superintendent/Personnel or his/her designee within thirty (30) days of the beginning of the unit member's work year. Any extensions of contract shall be at the unit member's per diem increase for additional contract days.
- b. If an agreeable full-time assignment cannot be arranged per 31.9.a., support staff will be assigned by the Assistant Superintendent/Personnel or his/her designee. Librarians, nurses, resource specialists, resource teachers, counselors, P.E. and music teachers, and other unit member specialists will be assigned a traditional schedule, a regular track, or 176 student contact days on a consecutive basis that form three (or four) 20 (or 15) consecutive days of vacation. The option of totally removing the unit member from the original work site will be considered only as

the final solution. Extension of a unit member's contract is voluntary. Vacancies resulting from this article will be filled in accordance with Article 18.2.b.

- c. Reasonable effort will be made to provide all tracks with equitable access to auxiliary personnel.

30.10 Termination of Year-Round School

If the District adopts and implements a year-round education program and then later decides to eliminate part or all of such program, it shall give seven (7) months notice to the Association so that the District and the Association can explore possible solutions to the problems that some teachers may have with the change in the schedule including the payment of salary.

- 30.11 For the pay plan which applies to unit members who change work years from year-round to traditional, see Appendix O. A committee will be developed to work on an agreeable solution for a different pay plan which may include a 19 equal payments payback.

ARTICLE 31 - RESTRUCTURING

31.1 Statement of Intent

The District and the Association agree that it is in the best interest of the Fairfield-Suisun Unified School District to cooperatively engage in exploration of current educational reform proposals being discussed by educators nationally and, further to explore the various reform proposals which the creativity of District staff may generate.

31.2 Restructuring/Educational Reform Plans

Such a venture may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

- a. Involving school staff members in decision-making at sites.
- b. Devising new systems of school site accountability.
- c. Organizing and staffing schools in new ways.
- d. Altering schedules and learning activities to accommodate different levels of student learning.
- e. Involving school staff members in budget development.

31.3 District and Association Agreement

Recognizing that restructuring/educational reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.

- a. The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.
- b. A Restructuring Committee shall be formed and operated jointly by the District and the Association.
- c. Sites which develop restructuring/educational reform proposals which may involve waivers to the collective bargaining agreement shall submit a written request for waiver to the Restructuring Committee. The request shall include the following:
 1. A statement of the reform/restructuring proposals or a copy of the plan, including the rationale for the change.
 2. Verification by the principal that:
 - a. He/she recommends the plan, the contract waivers being sought, and the time period for which those waivers are sought.
 - b. The school site council/community has reviewed and approved the reform proposals and the contract waivers sought.
 - c. More than sixty-seven percent (67%) of the certificated FTE have approved through secret ballot the reform proposals and the contract waivers sought.
 - d. He/she has collaborated with feeder school(s) and Transportation when establishing bell schedule.
 - e. There is no added expense for bus transportation.
 - f. There will be an annual evaluation of effectiveness of the program.
- d. The Restructuring Committee shall review the plan and requested waivers. If it concludes more or different waivers are needed, it shall refer the matter back to the principal to complete and verify the steps.
- e. All agreements to modify, amend, or otherwise change contract provisions will be by mutual written agreement of the bargaining parties. Each party will determine

its own procedures for ratifying any written agreement which modifies existing contract provisions.

ARTICLE 32 - SUMMER SCHOOL/INTERSESSION

- 32.1 Unit members shall be given preference for summer school/intersession positions.
- 32.2 The District will pay summer school and intersession teachers as per Appendix K and Appendix L.
- 32.3 The hourly rate increases shall be subject to the same across the board increases.

ARTICLE 33 – CALENDAR COMMITTEE

- 33.1 The District and the Association shall form a Calendar Committee by September 30 of each school year, and the Committee shall meet beginning no later than October 15. FSUTA may appoint up to four (4) bargaining unit members to serve on the Committee and the District may appoint up to four (4) administrators to serve on the Committee. The Association and the District shall each appoint a representative from the Committee members to jointly chair the Calendar Committee. Community members and/or classified employees may be invited by the District and/or the Association to provide input to the committee.
- 33.2 The Committee shall:
 - a. Meet on a regular basis as established by the Committee.
 - b. Work to reach agreement on calendars.
 - c. Work to establish a consistent start date for the traditional calendar.
 - d. Meet and work to reach agreement on any new calendars needed during any school year.
- 33.3 If a tentative agreement has been reached by the calendar committee, the following shall occur in order:
 - a. Proposed calendars shall be sent to the school sites via F-SUTA representatives and simultaneously shall be sent to the Superintendent and his/her Cabinet. Teacher and administrator input then will be sent back to the Committee.
 - b. The Committee will meet, review, and consider comments from unit members and administrators and make changes as appropriate.
 - c. Submit the proposed calendar to the District Governing Board sufficiently in advance of the last regularly scheduled meeting in February for review and action.
- 33.4 The goal of the Calendar Committee shall be to develop calendars for the upcoming two (2) school years. If agreement is reached on a two (2) year calendar, then the Committee

shall not meet the following year. However, prior to the beginning of the school year, if any significant and unforeseen issues arise, the Calendar Committee shall meet to review the issues and determine if there is a need to modify any previously adopted school calendar.

ARTICLE 34 - PROFESSIONAL WORKING ENVIRONMENT

- 34.1 Materials and Supplies. School site teaching staff and site administrators shall work cooperatively together to maintain supplies, materials and equipment (such as TV-VCR, computer, overhead projector, etc.) at professionally adequate and customary levels to support the instructional program.
- 34.2 Classroom Environment. School site teaching staff and site administrators shall work cooperatively together to maintain the classroom environment in a manner conducive to education and instruction of pupils. The classroom environment includes lighting, heat, ventilation, air conditioning, communications systems, scheduling of cleaning, bulletin boards, storage units, instructional displays, desks, chairs and other classroom furniture.
- 34.3 Common Facilities. Common facilities, including parking facilities, restrooms, restroom supplies, drinking water, common work areas, supplies for common work areas, shall be provided and maintained at appropriate levels. Reasonable efforts will be made to provide private areas where staff can take breaks. School site teaching staff and site administrators will work cooperatively together regarding the treatment and upkeep of such common facilities.
- 34.4 Equipment and Furniture Repair and Replacement. Damaged or broken materials, equipment, furniture, shall be repaired or replaced in a timely manner. Replacement or “loaner” equipment may be appropriate when repairs take an extended period of time.
- 34.5 Budgetary Considerations. Implementation of the provisions of this article shall be made only within available site and District budgetary and financial parameters, as determined by the site administrator in his/her discretion.
- 34.6 Opening Of New Schools. The District will ensure that the provisions of this Article shall be fully met and complied with in the opening of any new school.

ARTICLE 35 - SAVINGS AND STATUTORY CHANGES

- 35.1 If any provisions of this agreement are held to be contrary to law or a rule or regulation having force of law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

- 35.2 In the event that a provision is declared invalid, the parties to this contract shall begin negotiating within thirty (30) calendar days upon receipt of a written request.
- 35.3 If changes in state or federal law (amendment, addition, or deletion) affect the provisions of this contract, the parties shall begin negotiating within thirty (30) working days upon receipt of a written request.

Fairfield-Suisun Unified School District

Fairfield-Suisun Unified Teachers Association

Date

Date