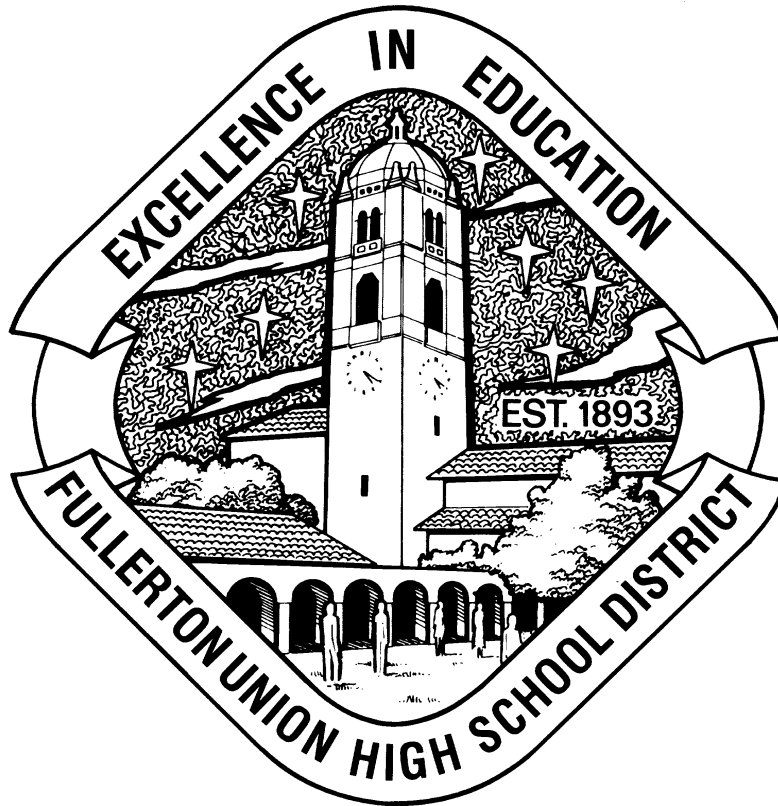


*FULLERTON JOINT UNION HIGH SCHOOL DISTRICT*



FULLERTON SECONDARY TEACHERS ORGANIZATION

AGREEMENT 2015 – 2018

AGREEMENT  
BETWEEN THE  
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

AND  
FULLERTON SECONDARY TEACHERS ORGANIZATION/CTA/NEA  
2015-2018

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NOCUT/CTA

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## **ARTICLE I: AGREEMENT**

This is an Agreement made and entered into this 20<sup>th</sup> day of May, 2016, between the Fullerton Joint Union High School District (hereinafter referred to as "District") and the Fullerton Secondary Teachers' Organization, the California Teachers' Association and the National Education Association (hereinafter referred to as "Association").

1/7/85; 10/30/85; 9/16/86; 5/12/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 9/6/05;  
11/24/08; 2/21/12; 9/24/13; 5/20/16

## **ARTICLE II: RECOGNITION**

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

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

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

### **ARTICLE III: DEFINITIONS**

#### **"Day"**

A day in which the Education Center is open for business.

#### **"School Day"**

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

#### **"Work Day"**

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

#### **"Staff Development Day"-**

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

#### **"NonInstructional Duty Day"**

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

#### **"Employee"**

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

#### **"HomeBased Service"**

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

#### **"FullTime Employee" –**

A fulltime teaching employee at a comprehensive high school is normally assigned to a five-fifths teaching schedule. In addition to a five-fifths teaching

schedule, full-time teaching employees will normally have five preparation periods weekly. A preparation period is normally equivalent in time to a teaching period.

A full-time teaching employee at the Continuation High School is normally assigned to a six-sixth teaching schedule. In addition to a six-sixth teaching schedule, full-time teaching employees will normally have ten preparation periods weekly. A preparation period is normally equivalent in time to a teaching period. A full-time teaching employee at the Alternative Education program is normally assigned to a five-fifths teaching schedule, similar to a comprehensive high school. In addition to a five-fifths teaching schedule, full-time employees will normally have five preparation periods weekly.

**“Part-Time Employee” –**

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

**Hourly Employee"**

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

**“Teacher on Special Assignment” –**

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

**"Immediate Family"**

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

**"Superintendent"**

The chief executive and administrative officer of the District.

**"Board" or "Board of Trustees"**

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

**"Evaluator"**

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

**"Immediate Administrator"**

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

**"Local Administrator"**

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

**"School Personnel"**

all persons employed by the District.

**"Emergency"**

an unforeseen occurrence requiring immediate action.

**"Administrative Appointments"**

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

**"Special Education Case Carrier"**

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

**"District Curriculum Coach" –**

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

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

## **ARTICLE IV: HOURS OF EMPLOYMENT**

### **Work Week**

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

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

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

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

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

checkout process and the submission of all grades and other reports. In addition to the weekly service requirement described above, an employee shall be responsible, under the direction of his/her immediate

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

administrator, for duties normally associated with the education profession, including but not limited to: parent conferences, faculty and department meetings, open houses, back-to-school nights, emergency substitute teaching duties and other professional obligations that may require the employee to be available outside the school day. Recognizing that the educational process is enhanced by cooperation between parents and school staffs, teachers and other employees shall encourage individual contacts with parents and students by being available to them-with reasonable notice-before and after the regular school day.

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

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

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

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

#### **Modified Work Day To Assist With Lowering Class Size**

The Association and Administration supports efforts to balance the assignment of staff to correspond to the registration and attendance of students. Employees may apply for modified hours and upon approval by the Principal and Superintendent, or designee, will be allowed to teach an additional class in the fall semester and one less class in the spring

semester. The specific hours will be approved by the Principal and Superintendent, or designee. The employee will receive the normal compensation, as if completing the assignment in the usual manner. Compensation will be adjusted in the event of partial year service.

#### **Modified Work Year To Assist With Balancing Class Size**

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

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

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

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

Retire effective at the end of the fall semester;

Request a leave of absence for the spring semester;

Request a part-time assignment for spring semester.

#### **Shared Assignments (Job Sharing)**

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

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

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

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

### **Special Education Release Time**

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

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

### **Extra Fifths**

#### **First Consideration**

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

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

1. The administration will determine if there is a vacancy for an additional teaching period to be added to a full-time teacher's assignment.
2. The administration will notify the staff when there is an additional teaching period available.
3. The additional teaching period criteria will include: credentialing and success in previous and present assignments. If all relevant criteria from the above list are equal, District seniority shall be the determining factor. An employee who is denied the teaching period will be provided a written rationale statement on how the relevant criteria was applied if so requested by the employee.
4. The chosen teacher will be offered a six/fifth (6/5) contract for the designated period of time.
5. A teacher cannot be on six/fifth (6/5) contract for more than two consecutive semesters unless mutually agreed upon by representatives of the Association and the District.

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

a

specific semester.

1/15/76; 10/2/78; 1/18/81; 9/20/82; 10/10/83; 10/30/85; 9/18/86; 6/3/96; 9/14/99;

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

## **ARTICLE V: WORK YEAR**

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

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

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

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

### **Counselors**

Counselors will work 191-days and first-year counselors will work 193 days, as long as State funding is available. The additional five days will be worked at the beginning

of the instructional year. Counselors may modify their work schedule for the first five days by working half days, up to a maximum of ten half days, at their request.

### **JROTC Instructors**

JROTC instructors will work twelve (12) months, as long as Federal Military Instructor Pay (MIP) provides for  $\frac{1}{2}$  of the salary for a twelve (12) month instructor. According to official notification from the U.S. Military, there are provisions for a reduced work year for JROTC instructors hired after January 1, 2015. As of January 5, 2015, for the Army, and effective for the 2014/15 academic school year, for Air Force, the military will provide funding for ten (10) month JROTC instructors hired after January 1, 2015.

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

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

1/15/76; 10/2/78; 1/18/80; 6/18/81; 9/20/82; 10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88;  
12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 11/24/08; 2/21/12; 5/20/16

## **ARTICLE VI: COMPENSATION**

### **A. Salary Schedule**

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

#### **Effective for the 2015/16 Fiscal Year**

The 2015/16 salary schedule, Appendix A, shall be increased by 5% over the 2011/12 salary schedule.

### **B. Initial Placement**

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

1. A clear or preliminary CTC authorized credential will provide a minimum salary schedule placement at Class III, Step 1.
2. Placement of personnel who have a clear or preliminary CTC authorized credential will be determined by the column headings on the salary schedule.
3. Employees shall receive one-half year service credit toward initial salary schedule placement for each year of La Sierra High School hourly service. Two years of La Sierra High School hourly service are required for each year service credit for initial salary placement.
4. Placement of personnel on the JROTC Salary Schedule will be determined

by the salary step that is at least the same amount, or higher, than the JROTC Minimum Instructor Pay (MIP), as long as MIP guidelines are stated in governmental contract.

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

**C. Units of Credit**

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

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

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

**E. Placement**

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

**F. Master's Degree**

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

**G. Adjustments**

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

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

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

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

Effective January 5, 2015, the Army and Air Force have reduced the work year of newly hired JROTC instructors from twelve (12) months to ten (10) months and therefore, the annual salary (Appendix A – JROTC) and work year shall be adjusted accordingly for all Army and Air Force JROTC instructors hired after July 1,

2015, to that of an eleven (11) month instructor. In the event that the Navy notifies the District of a similar reduction in work year for all NJROTC instructors hired after July 1, 2015, the compensation for Naval JROTC instructors will also be adjusted to an eleven (11) month Instructor.

#### **H. Professional Career Increment**

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

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

#### **I. Step and Column**

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

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

#### **J. Split Assignments**

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

**K. JROTC**

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

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

**L. Counselors**

Counselors' work year is 191 days; except the work year for first-year counselors is 193 days, as long as State Funding is available. The additional five days will be paid at their per diem rate and will be considered as part their base salary provided State supplemental counseling funds are available. 10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88; 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 0/10/02; 9/6/05; 11/24/08; 2/21/12; 5/20/16

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

### **Insurance Plans**

For the period of January 1, 2016, through December 31, 2018, the District will provide each qualified employee with hospital, accident, major medical, vision, and dental insurance plans for employees and dependents, and life insurance for employees. Employees who work at least a 60 percent assignment shall qualify for insurance benefits.

The District's expenditures for insurance plans for the 2015, 2016, 2017, and 2018 calendar years shall be capped at the District's 2013 calendar contribution level of \$9.8 million. Any costs above the District maximum contribution will be paid by unit members as determined by FSTO. Any remaining monies in the health and welfare fund not spent on insurance costs at the end of the 2018 calendar year shall be retained by the District.

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

Eligible employees who complete the school year shall have health and welfare benefits under the District's Health and Welfare Benefit Program effective through the

last day of September. Employees who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms shall have health and welfare benefits commence at the beginning of the next pay period.

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

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

Eligible unit members hired after July 1, 2016, for the 2016/17 school year, and beyond, will be provided with Kaiser HMO healthcare coverage for the first three years of employment.

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

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

**Rate Increases**

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

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

**Retired Employees: Insurance Benefits**

Employees hired prior to July 1, 2011, who at age 55, 56, or 57 retire under the State Teachers' Retirement System (STRS) after ten (10) years of service in the District will receive the Group Medical (Hospitalization, Accident, Major Medical), Vision, Dental and Life Insurance Plans, as provided for regular full-time teaching employees. Employees hired after July 1, 2011, who at age 55, 56, or 57 retire under the State Teachers' Retirement System (STRS) after fifteen (15) years of service in the District will receive the Group Medical (Hospitalization, Accident, Major Medical), Vision, Dental and Life Insurance Plans, as provided for regular full-time teaching employees. Medicare eligible retirees, spouses and/or registered domestic partners shall utilize Medicare as their primary insurance. This benefit will cease for the retiree and his/her dependents upon the death of the employee, or at age 65, whichever occurs first.

For Employees hired prior to July 1, 2011, Group Medical (Hospitalization, Accident, Major Medical) Insurance as provided for regular full-time teaching employees will be paid by the District for each employee, age 58 or older, who retires under the State Teachers' Retirement System (STRS) after ten (10) years of service in the District. For employees hired after July 1, 2011, Group Medical (Hospitalization, Accident, Major Medical) Insurance as provided for regular full-time teaching employees will be paid by the District for each employee, age 58 or older, who retires under the State Teachers' Retirement System (STRS) after fifteen (15) years of service in the District. Medicare eligible retirees, spouses and/or registered domestic partners

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

A retired employee may purchase the group insurance programs available to regular fulltime employees, provided that the retired employee complies with the requirements established by the applicable insurance company.

10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88; 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99;  
9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16

## **ARTICLE VIII: LEAVES**

### **A. Bereavement Leave**

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

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

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

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

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

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

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

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

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

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

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

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

Allowable leave shall not be accumulated from year to year.

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

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

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

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

During any workers' compensation paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

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

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

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

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

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

**Procedure** - The employee seeking an official Jury Duty Leave shall submit a request accompanied by the official order for an approved absence to the employee's immediate administrator. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave. An employee who receives a jury duty notice during the school year may request a postponement of jury duty from a work day (or days) to a non-work day (or days) and will receive substitute teacher pay rate for each day the employee is on jury duty during the non-work days.

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

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

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

D. **Unpaid Personal Leave**

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

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

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

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

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

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

**Return to Service** - An employee who has been granted unpaid personal leave for one semester or more shall notify the Human Resources Office by March 1st of the year on leave, of his/her intention to return to the District. If such notice is not

received in the Human Resources Office by March 1st, the employee shall waive his/her rights to reinstatement as provided in the Education Code.

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

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

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

**Leave Provision for Pressing Personal Need**

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

E. **Personal Necessity Leave**

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

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

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

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

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

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

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

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

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

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

F. **Retraining Leave**

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

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

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

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

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

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

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

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

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

**Report on Activities** - When requested, an employee on retraining leave shall file with the Superintendent, or designee, all written reports, transcripts, or other

documents necessary to verify progress and/or completion of the activities specified in the approved proposal.

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

G. **Sick Leave**

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

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

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

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

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

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

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

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

1. An employee who, at the beginning of the school year, has seventy-five (75) or more days of full sick-leave credit will be eligible for an additional one hundred (100) days of fifty percent (50%) differential pay.

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

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

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

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

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

An employee shall notify the school of his/her intention to return to service.

If the employee fails to notify the school and a substitute is secured, he/she shall not be allowed to return to service, and will be charged the additional day of sick leave

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

- I. **Unauthorized Leave** - The Association recognizes the importance of protecting the instructional process and reducing periodic absences. It is agreed that an employee who is absent from work other than for those days authorized by State law or authorized leave provision of the Agreement is taking an unauthorized absence. Any unauthorized absence is a breach of contract, and a violation of this Agreement by an employee.

After three (3) days of unauthorized absence, the employee will be notified in writing at the employee's last known address of the breach of contract. For unauthorized absences, the Board will deduct a salary amount equal to the ratio of days absent to the days of required service.

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

J. **Catastrophic Sick Leave Bank**

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

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

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

An employee may donate up to five (5) days of leave to the Bank annually, so long as the minimum number of accumulated sick leave days available in the employee's own sick leave account does not fall below ten (10) days at the time of donation. Should

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

the Bank reach six hundred (600) days prior to the enrollment/ donation period, only employees wishing to become new members will be required to make a donation for that school year. The donation of sick leave by the employee shall be irrevocable.

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

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

Following the initial enrollment period, bargaining unit members may join the Bank only during the open enrollment period (October 1 - October 31).

However, if deemed necessary, the CECLBC (Certificated Employee Catastrophic Leave Bank

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

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

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

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

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

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

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

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

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

previous year. During September of each year the District and FSTO shall reconcile the list of participants in the program.

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

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

11/15/76; 1/18/80; 9/20/82; 10/10/83; 10/30/85; 9/14/99; 9/10/02; 9/6/05; 11/24/08; 2/21/12;  
9/24/13; 5/20/16

## **ARTICLE IX: RETIREMENT**

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

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

#### **Procedure**

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

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

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

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

The request for part-time employment must be exercised at the request of the employee and formalized by CALSTRS approval and a written agreement prior to the period of reduced service at the beginning of the school year. The Superintendent or

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

**B. Compensation**

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

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

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

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

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

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

**D. Early Retirement Plans**

An employee who retires from the District under the State Teachers' Retirement System may participate in the Early Retirement Plan if it is offered.

Eligible employees for this Plan shall have reached the age of 55 years and have been employed full time as an employee for at least ten years.

**E. Compensation**

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

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

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

## **ARTICLE X: SAFETY CONDITIONS**

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

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

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

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

When conditions constitute an obvious and immediate danger to the physical well being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the site Administrator who, in conjunction with the employee, will render prudent and responsible assistance in alleviating the problem. Unit members assigned duties in the Adult Transition Program (ATP) and Community Based Instruction (CBI) outside the classroom will be provided emergency communication devices that shall accompany staff and students when outside the classroom or off campus.

Emergency communication devices are not for personal use.

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

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

11/15/76; 6/18/81; 9/20/82; 10/30/85; 5/12/88; 9/10/02; 9/6/05; 11/24/08; 2/21/12; 5/20/16

## **ARTICLE XI: TRANSFER**

The District shall maintain an up-to-date seniority list, which for the purpose of this Article, shall be the “order of employment list” required by California Education Code. This list shall be sent to the Fullerton Secondary Teachers Organization by December 1 of each year.

### **EMPLOYEE INITIATED TRANSFER**

#### **General Transfer Requests**

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

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

#### **Specific Transfer Requests**

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

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

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

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

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

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

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

### **Voluntary Position Exchange**

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

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

### **Administrative Initiated Transfers**

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

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

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

The proposed transferee will be notified of his/her pending transfer in a personal conference with the local administrator. The reasons for this transfer will be explained at this conference at which an Association representative may be present if requested by the employee or the local administrator. An employee being transferred via an administrative initiated transfer, may request a written rationale for the transfer, which will be provided within twenty (20) working days of the transfer meeting.

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

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

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

All administrative initiated transfers are subject to the grievance procedure.

### **Transfers During the School Year**

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

**Transfers Due to Closing of a School**

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

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

Leaves of absence, including personal and retraining leaves;

Reduced assignment, including parttime employment with full retirement credit;

Retirement Credit and part-time employment;

Priority in placement over voluntary transfer requests.

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

11/15/76; 1/18/80; 9/20/82; 10/10/83; 9/14/99; 9/6/05; 11/24/08; 9/24/13; 5/20/16

## **ARTICLE XII: CLASS SIZE**

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

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

- a. English
- b. Mathematics
- c. Science
- d. Social Studies

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

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

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

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

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

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

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

Prior to the development of the master schedule, all department leaders will provide written recommendations regarding class size in specific subject areas. The local administrator will construct the master schedule, giving consideration to probable

enrollment variation; equitable distribution of pupils in all sections of the same course; the capabilities of facilities; and other criteria appropriate to the campus.

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

Special Education teachers assigned mild to moderate students shall have a maximum class size of no more than 35 students per class period. The recognition of mild to moderate reflects the previous designation of RSP as noted in the current California Education Code. Students designated as mild to moderate are working on State Standards and enrolled in courses that lead to a high school diploma.

1. Special Education teachers assigned moderate to severe students and/or Regionalized District programs shall average a case load of no more than 15 students over two semesters.
2. Speech and Language Pathologists shall average a case load of no more than 55 students over two semesters.
3. A teacher with a 5/5 teaching assignment and holding both teaching and speech and language credentials will not be assigned a speech and language case load.
4. A Special Education case carrier teacher shall average a case load of no more than 65 students over two semesters.

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

9/20/82; 6/3/96; 11/24/08; 2/21/12; 9/24/13

**ARTICLE XIII: PROCEDURES FOR EVALUATION**

The Assistant Superintendent of Human Resources and the President of FSTO shall meet at least annually to review the evaluation process within the District.

The official personnel file of an employee shall be located at the Education Center.

The following procedures for employee evaluation shall be utilized:

**A. Initial and Regularly Scheduled Evaluations**

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

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

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

2. Probationary employees shall be evaluated by three evaluators each year. Permanent employees shall be evaluated by at least two evaluators every other year until they have ten (10) years of service within the District and, thereafter, may be evaluated every three years subject to the requirements

and limitations set forth in Education Code Section 44664. Permanent employees who receive a “Does Not Meet Expectations” in any of the six (6) areas may be evaluated the next school year.

3. Non-teaching unit members shall be evaluated using an appropriate evaluation form.
4. Prior to or after an observation visit, the evaluatee shall provide the evaluator(s) with information on lesson plans, objectives, specific class characteristics, and other facts relevant to the observation. Counselors and Psychologists shall provide the evaluator(s) with information on objectives, specific pupil characteristics, and other facts relevant to the observation/evaluation.  
  
Evaluations of Counselors and Psychologists shall be composed of interviews with the employee as well as with observations as appropriate.
5. The evaluator may modify the evaluation criteria during the evaluation period in response to changes in circumstances and shall notify the evaluatee within ten (10) duty days of the change(s).
6. Hearsay shall not be utilized in the evaluation of an employee.
7. Probationary employees will be provided written evaluations and follow-up conferences by the end of December and March.
8. The employee shall be provided with a copy of an evaluation before it is placed in his/her personnel file.

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

13. If an FSTO employee receives his/her evaluation less than 30 days prior to the last day of school, at the employee's discretion, that evaluation may be discarded and that employee may be reevaluated the following year.
14. Employees who have a split assignment between two or more school sites will be evaluated jointly by at least one (1) evaluator from each site.
15. Timely feedback is encouraged for all observations. Written feedback is required to be provided to the employee from the observer within ten (10) duty days if the observation reveals any issue of concern that could be referenced in the formal written evaluation.

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

1. The evaluator(s) shall conduct a meeting(s) with the evaluatee for the purpose of explaining, interpreting and discussing:
  - a. Evaluation process and procedures, including the identity of the evaluators.
  - b. Specific objectives, procedures, and performance expectations for the employee.
  - c. Inservice and personal professional development activities to be undertaken by the evaluatee and the expected results.
2. The evaluator will provide the evaluatee with a specific evaluation program. This program will provide prompt comment on evaluative situations, and written evaluations and conference(s) at least each semester. The evaluation

program will include frequent observations and/or evaluation situations as provided in the program.

3. Prior to an observation visit, the evaluatee shall provide the evaluator(s) with information on lesson plans, objectives, specific class characteristics, other facts relevant to the observation, and other information specified.
4. The evaluator may modify the evaluation criteria during the evaluation period in response to changes in circumstances and shall notify the evaluatee of the change(s).
5. The employee shall be provided with a copy of an evaluation before it is placed in his/her personnel file.
6. The evaluatees shall have ten (10) duty days following an evaluation conference to respond in writing to the written evaluation, and it will be attached to the evaluation form.
7. Alleged violations of these evaluation procedures are subject to grievance.

An evaluator's judgments and recommendations contained in evaluations are the professional opinion of the evaluator and are not subject to review through the grievance procedure.

C. **Requests for Assistance**

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

D. **Evaluation of Hourly Employees**

1. The District may annually evaluate hourly employees in the La Sierra High School Program.
2. An hourly employee shall be evaluated according to the District-approved course outline of the class(es) taught by the employee.
3. The evaluation process shall include at least one classroom observation by the  
  
employee's immediate supervisor, or designee, who shall be a certificated administrator. This observation shall normally be no less than one full class period, which must include the major instructional lesson by the teacher, unless the evaluator has determined in a lesser period of time that the evaluatee is satisfactory.
4. Hearsay will not be used in the completed final evaluation.

5. Final evaluations shall be made in writing on a form mutually agreed to by the District and the Association. An evaluatee shall have ten (10) duty days following the service of a completed final evaluation form to respond in writing before the evaluation form is placed in the employee's personnel file.
6. If an evaluator considers an hourly employee to be overall unsatisfactory and prior to issuing a final evaluation to that employee, the evaluator shall meet with the evaluatee, specify in writing the area(s) of deficiency, and provide in writing specific recommendations for correction. Allowing a reasonable time (at least two weeks) for correction of deficiencies, the evaluator shall then conduct a second observation which shall normally be no less than one full class period, which must include the major instructional lesson by the teacher, unless the evaluator has determined in a lesser period of time that the evaluatee is satisfactory.
7. Alleged violations of this hourly certificated evaluation procedure are subject to the grievance procedure; however, an evaluator's judgments and recommendations are the professional opinion of the evaluator and are not subject to review through the grievance procedure.
8. In an event of a reduction-in-force in hourly certificated employees during the school year, the local administrator shall consider the following criteria to designate who has employment rights:

Previous and present assignments, leadership and curriculum

development, and assignments. If all relevant criteria from the above list are equal, District seniority shall be the determining factor.

The criteria for reduction in force would not include hourly certificated teachers of a "no make" class or a class whose enrollment drops below an acceptable enrollment, or a teacher who has received an unsatisfactory evaluation.

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

## **ARTICLE XIV: GRIEVANCE**

### **Definitions**

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

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

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

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

### **General Provisions**

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

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

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

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

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

The grievant and immediate administrator shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. Each party shall bear the cost of its own witnesses. Such witnesses shall be in addition to the conferee that either party may select. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are

received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that the first filed will be first considered.

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

A grievant who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the Grievance Procedure for the alleged contract violation. However, time limits at each level may be adjusted by mutual consent.

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

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

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

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

#### **Informal Level**

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

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

### **Formal Level**

#### **Level I**

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

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

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

#### **Level II**

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Assistant Superintendent, Human Resources, within ten (10) days after the immediate administrator delivers his/her response to the grievance. The

grievant must deliver a copy of the appeal statement to the employee's immediate administrator. This written appeal statement shall include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal.

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

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

### **Level III**

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

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

### **Level IV**

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

Assistant Superintendent, Human Resources, within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to arbitration.

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

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

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

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

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

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

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

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

## **ARTICLE XV: ASSOCIATION RIGHTS**

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

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

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

Authorized representatives of the Association will be permitted to transact Association business at schools as long as such business does not interfere with performance of employee's duties. Association representatives will notify a local administrator in advance when a general meeting is to be held. An Association

representative, not employed by the District, must notify a local administrator of his/her presence on campus.

Upon request of the Association officer(s), and with the approval of the Superintendent, or designee, the District will provide the Association with a maximum of 20 days each year of paid release time for Association officers. The cost of substitutes is to be billed to and paid by the Association. Released time is normally to be arranged in full days; however up to a maximum of five days may be arranged in half-day units. Additional days may be arranged by mutual agreement on an unpaid basis.

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

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

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

## **ARTICLE XVI: REPRESENTATION FEE**

1. The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.
2. Membership in the Association is not compulsory. All members of the bargaining unit, except as provided elsewhere in this Agreement, or in the case of new bargaining unit members hired during this Agreement, shall, on or before the thirtieth (30<sup>th</sup>) day following either the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment and of continued employment either:
  - A. Become a member of the Association, or
  - B. Pay to the Association during the term of the Agreement a representation fee in the amount equal to the Association's annual dues for representing such employees. The Association shall annually certify in writing to the District and each representation fee payer the cost for representing nonmembers of the Association. No later than August 30 of each year or no more than thirty (30) days after initial employment if the initial employment date is September 1 or later than the scheduled start to the work year, the Association shall provide each representation fee payer a written explanation of the Association's representation fee procedures. The

representation fee payment may be made pursuant to the Association procedures, at the employee's option, either through payroll deduction as provided below or by a direct lump sum payment to the Association by September 30 of each year or no more than thirty (30) days after initial employment if the initial employment date is later than the scheduled start to the work year.

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

4. Exceptions to Section 2 above, shall be:

- A. Parttime employees shall pay dues in an amount equal to the Association's prorated annual dues for parttime employees.

- B. Hourly employees who are not regular, full-time employees, shall pay a monthly

dues amount determined by the Association. The District will deduct the dues from the hourly employee's pay and submit it to the Association in the same manner as payroll deductions are made for the regular, full-time employees. Commencing two pay periods after ratification, the District shall use its best efforts to deduct the fee from the hourly employee's pay.

The Association shall implement this section, B., within thirty (30) days after ratification of this Agreement or this section B., becomes void.

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

D. Notwithstanding the provisions of 2B of this Article, any employee who evidences membership in a church whose long standing teachings have historically forbidden joining or supporting a labor union or similar organization and who shares such a personal religious conviction, shall, so as to show good faith inasmuch as other nonmembers of the Association must pay a representation fee, agree to make a contribution as hereinafter provided. Such employees shall pay by direct contribution or by payroll deduction a sum equivalent to the representation fee to a nonunion nonreligious charitable organization as determined by the Association. Such employee shall furnish a copy of the receipt thereof or a copy of authorization for payroll deduction for said sum to the Association.

5. In the event that an employee does not tender payment of dues or representation fee directly to the Association, the employee may execute a written District authorization form to the District for payroll deductions. The deductions permitted

under the authorization shall be equal to annual dues of the Association including state and national organizations but excluding all other charges including fines and assessments.

- A. Such deductions shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee.
  - B. Deductions shall be made in equal installments on each pay day after receipt of the authorization.
  - C. By the fifteenth (15th) of each succeeding month, the District shall transmit the monies to the Association.
6. In the event that an employee does not tender payment of dues directly to the Association or authorize such payment through payroll deduction, the Association shall so inform the District. The District shall begin automatic payroll deduction of representation fee as provided in Education Code Section 45061 within one pay period. Deductions shall be made in equal installments on each payday. There shall be no charge to the Association for such mandatory representation fee deductions.
7. The Association shall hold the District harmless on account of any monies deducted and remitted to the Association pursuant to this Article. Any errors in deduction shall not be charged against the District.

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

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

## **ARTICLE XVII: DISTRICT RIGHTS**

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

The District retains its right to waive, for the duration of the cause, pertinent policies and practices referred to in this Agreement in cases of civil defense, natural disasters, manmade emergencies, epidemics, or acts of God. The determination of

whether or not an emergency exists is solely within the discretion of the Superintendent and/or the Board.

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

11/15/76

## **ARTICLE XVIII: CONCERTED ACTIVITIES**

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

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

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

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

#### **ARTICLE XIX: SUPPORT OF AGREEMENT**

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

11/15/76

#### **ARTICLE XX: EFFECT OF AGREEMENT**

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

11/15/76

## **ARTICLE XXI: SAVINGS PROVISION**

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

11/15/76; 9/16/86

## **ARTICLE XXII: DURATION AND RENEGOTIATION**

- A. This Agreement shall be effective as of July 1, 2015, and shall continue in full force and effect until June 30, 2018. The contract will be closed for 2015/16 and 2016/17. Salary, health benefits, class size, two articles selected by each party will be open for negotiation in 2017/18.
- B. The Association shall submit its initial proposal for a successor agreement for 2018/19 by the second regularly-scheduled Board meeting in March. The Association and the District shall begin negotiations within five (5) days of the completion of the public notice procedures. It is the intent of the Association and the District to initiate negotiations not later than fifteen (15) days following the first meeting of the Board of Trustees in April to allow the negotiation teams to develop the respective proposal. However, each party recognizes the significance of the public procedures and is committed to fulfilling the objectives of that process.

10/10/83; 1/7/85; 10/30/85; 9/16/86; 5/12/88; 12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99;  
9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13; 5/20/16

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

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

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

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

**I. Definitions:**

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

**ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER RESOURCES AND INPUT TO DEVELOP EXCELLENCE)** – (continued)

**II. Joint Committee:**

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

**III. Consulting Teachers**

- 1. Consulting Teachers shall have the following minimum qualifications:
  - A. permanent teacher with at least five years of current classroom experience in the District;

**ARTICLE XXIII: PEER ASSISTANCE AND REVIEW - PROJECT PRIDE (PEER RESOURCES AND INPUT TO DEVELOP EXCELLENCE)** – (continued)

- B. exemplary teaching ability as indicated by effective communication skills, subject-matter expertise, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.
- 2. All proceedings and materials related to evaluations, reports, and other personnel matters shall be confidential; therefore, Consulting Teachers and Curriculum Specialists may disclose such information only as is necessary to administer Project PRIDE.

**IV. Compensation:**

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

- 1. In addition to released time, Consulting Teachers shall receive a \$2,500 stipend per assignment (maximum of two assignments) as long as State allocated funds are available. Mileage expenses incurred shall be reimbursed at the approved District rate per mile.
- 2. Curriculum Specialists shall be compensated at the District's certificated non-student contract hourly rate. Mileage expenses incurred shall be reimbursed at the approved District rate per mile.
- 3. The Certificated chairman stipend will be \$1,500 and this will be the only compensation received for being on the Joint Committee.

**V. Hold Harmless Clause:**

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

1/7/85; 10/30/85; 9/16/86; 5/12/88; 2/3/92; 9/10/02; 9/6/05; 11/24/08; 2/21/12; 9/24/13

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

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

## **ARTICLE XXV: EMPLOYEE DISCIPLINE**

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

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

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

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

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

5/12/88

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

- A. An employee may suspend any pupil from his/her class, for any of the acts enumerated below which occurred in the class, for the day of the suspension and the day following.
- B. The employee shall immediately report the suspension to the principal/designee of the school and send the pupil to the principal/designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under the appropriate supervision of the principal/designee.
- C. As soon as possible, the employee shall ask the parent or guardian to attend a conference with the employee regarding the suspension. The principal/designee shall attend the conference.
- D. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the employee and the principal/designee.
- E. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- F. An employee may also refer a pupil for any of the acts enumerated below to the principal/designee for consideration of a suspension.
- G. The teacher of any class from which a pupil is suspended may require the suspended student to complete any assignments and tests missed during the suspension.
- H. Reasons for which a student may be suspended:
  - 1. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - 2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal/designee.
  - 3. Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of, any controlled substance, an alcoholic beverage, or any intoxicant of any kind.
  - 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance, an alcoholic beverage, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
  - 5. Committed or attempted to commit robbery or extortion.
  - 6. Caused or attempted to cause damage to school property or private property.

7. Stolen or attempted to steal school property or private property
8. Possessed or used tobacco, or any products containing tobacco or nicotine products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
11. Disrupted school activities or otherwise willfully defied the valid authority of the teacher of the class.
12. Knowingly received stolen school property or private property.

5/12/88

**SIGNATURE PAGE**

The foregoing Agreement signed and recommended on the 20th day of May, 2016.

FULLERTON JOINT UNION  
TEACHERS  
HIGH SCHOOL DISTRICT

FULLERTON SECONDARY  
ORGANIZATION

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Ed Atkinson, Board of  
Trustees Representative

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John Marvin, Chairperson  
Collective Bargaining Team

## **APPENDIX A**

### **I. Other Compensation**

- A. Approved program stipends shall be designated by the local administrator. Program stipends may be split. Unit members performing stipend duties will receive no less than a 50% stipend.

1. **Student Activity Stipends** - The local administrator may designate up to twelve (12) nonathletic student activity stipends at \$3,984 each.

#### **2. Athletic Stipends**

Sport/Activity	Percent	Amount
Football		100      \$
		4,688
Basketball	85	3,984
Cheer	85	3,984
Baseball	80	3,751
Wrestling	80	3,751
Volleyball	80	3,751
Softball	80	3,751
Soccer	80	3,751
Track	80	3,751
Swimming	80	3,751
Water Polo	80	3,751
Varsity Asst. Football	75	3,516
Cross Country	70	3,279
Tennis	70	3,279
Golf	65	3,047
Any Other Assistants	65	3,047

The maximum number of Head Coaching stipends is twenty (20) per campus. The maximum number of Head Coach stipends is ten (10) per campus for girls' programs and ten (10) per campus for boys' programs. The number of other athletic stipends allocated to each campus will be determined by the approved athletic program and shall be 39 stipends per campus. Beginning 1991/92 and thereafter, the student activity and athletic stipends shall be increased by the same percent as that applied to the salary schedule.

### **B. Leadership Stipends**

The local administrator will designate leadership stipends which will not be less than 2.5 percent nor more than 20 percent of Class III, Step 1. The leadership stipend is ten percent of Class III, Step 1. Leadership stipends may be split. Unit members performing stipend duties will receive no less than a 50% stipend.

### **C. Other Stipends**

The local administrator may designate supplemental stipends to meet

campus needs from a fund of 10 percent of Class III, Step 1. Other stipends may be split. Unit members performing stipend duties will receive no less than a 50% stipend.

D. **Retraining Stipends**

**Purpose**

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

**Eligibility**

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

**Compensation**

A stipend of \$2,750 will be paid to employees who complete an approved retraining program. The retraining program may include a "retraining teacher" who guides the retraining program. An approved retraining teacher will receive a stipend of \$1,000.

E. **Hourly Salary**

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

The hourly salary for student contact time for the length of the contract will be tied to Step 3, Class II, of the annual salary schedule for student contact time, and Step 1, Class II, of the annual salary schedule for non-student contact time. (Example: Based on the 2011-12 salary schedule, Step 3, Class II, is an annual salary of \$54,354, which equates to \$292.23 per day and \$38.96 per hour for student contact time hourly pay, and Step 1, Class II, is an annual salary of \$49,879, which equates to \$268.16 per day and \$35.76 per hour for non-student contact time hourly pay.)

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

Psychologists and SLPs employed full time for the full duty year will receive a payment of one thousand one hundred dollars (\$1,130).

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

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

G. **Doctoral Stipend**

Eligible employees shall receive an annual stipend of \$1,558 for completion of an approved Ed.D. or Ph.D. program. The doctoral stipend shall be increased by the same percent as that applied to the salary schedule.

**APPENDIX A** – (continued)

H. **National Board Certification Stipend**

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

12/6/88; 2/3/92; 4/20/93; 6/3/96; 9/14/99; 9/10/02; 9/6/05; 11/24/08; 5/20/16

**APPENDIX A** – (continued)

**SALARY SCHEDULE: 2015/16**

**Felimon Jant Union High School District  
2015/16 Certificated Salary Schedules  
Effective July 1, 2015  
2% Increase**

CLASS II										CLASS III										CLASS IV										CLASS V										CLASS VI										CLASS VII																																																																															
BA										BA + 15										BA + 30										BA + 45										BA + 60										BA + 75										BA + 90																																																																					
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UP TO EIGHT YEARS CUMULATIVE FULL-TIME K-12 CONTRACT SERVICE is accepted allowing initial salary schedule placement on step nine (9).

1	2	3
Day 10	Day 11	Day 12
1	2	3

### **GROUND RULES FOR COLLECTIVE BARGAINING TEAMS**

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

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

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

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

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

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

**Proposals and Counterproposals:** All proposals and counter-proposals shall be in writing whenever possible.

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

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

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

## **APPENDIX B: NEGOTIATION GROUND RULES**

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

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

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

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

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

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

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

## **APPENDIX C: CONSULTATION PROCEDURES**

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

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

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

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

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

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

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

## **APPENDIX D: BULLETIN BOARD PROCEDURES**

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

Education Center

TO: All Administrators  
FROM: Human Resources  
SUBJECT: Bulletin Board Guidelines dated September 10, 1976

### **GUIDELINES**

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

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

Unauthorized, obscene, or defamatory posted material shall be promptly removed and destroyed by the location administrator. Each bulletin board should be periodically reviewed for outdated material to assure that adequate space is

available for material that must be posted upon such bulletin boards (i.e., OSHA, pay periods).

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

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



State of California  
EDUCATIONAL EMPLOYMENT RELATIONS BOARD

Fullerton Union High School Dist.	Employer
and	
Fullerton Secondary Teachers Assoc.	Employee
California Teachers Association	Organization
National Education Association	Organization
and	
Fullerton Federation of Teachers	Employee
American Federation of Teachers	Organization
Local 2291 AFL-CIO	

Type of Election

(Check One)

☒ Consent Agreement

☐ Board Election

Docket No.

CERTIFICATION OF REPRESENTATIVE

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

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

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

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

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

RECEIVED

JUN 28 1976

PERSONNEL

Signed At **Sacramento**

On the **21st**

day of **June**

**1976**

RECEIVED

JUN 28 1976

PERSONNEL

On behalf of  
EDUCATIONAL EMPLOYMENT RELATIONS BOARD

*Charles Cole*

Executive Director

DEPS Form  
6/76

## APPENDIX E: Certification of Representative (Continued)

STATE OF CALIFORNIA

GEORGE DEUKMEJIAN, Secretary

### PUBLIC EMPLOYMENT RELATIONS BOARD

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT,
Employer,
and
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT PERSONNEL & GUIDANCE ASSOCIATION,
Employee Organization,
and
FULLERTON SECONDARY TEACHERS ORGANIZATION,
Employee Organization.

#### Type of Election

☐ Consent Agreement

☐ Board Directed

☒ RO Directed

Case Number: 13-D-187  
(LA-R-728)

### CERTIFICATION OF REPRESENTATIVE

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

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of May 25, 1966 that a majority of the valid ballots has been cast for

#### FULLERTON SECONDARY TEACHERS ORGANIZATION

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

Shall INCLUDE: All counselors and psychologists

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

Signed at Los Angeles, California

On the 27th day of May, 1966

On behalf of  
PUBLIC EMPLOYMENT RELATIONS BOARD

George Deukmejian  
Regional Director

1000-10-1-10 (5-6-66)

**APPENDIX F: FJUHSD – FSTO 2015 - 2016 MOU: May 17, 2016**

Memorandum of Understanding  
between the  
Fullerton Secondary Teachers Organization  
and the  
Fullerton Joint Union High School District  
July 1, 2015 - June 30, 2016

**Article IX Retirement.** This MOU will run July 1, 2015 through June 30, 2016. The District agrees to offer a Special Early Retirement Program (SERP) in the amount of 50%. The SERP will be offered upon ratification of a Tentative Agreement between the parties on May 20, 2016. Eligible unit members will declare in writing their intent to retire no later than May 20, 2016, effective on June 20, 2016. The SERP will only be considered viable as long as 25 or more unit members participate in the SERP making the SERP cost neutral as required by law. The District will confirm and communicate the viability of the SERP no later than May 20, 2016.

**APPENDIX G: FJUHSD – FSTO 2016 -2018 MOU: May 20, 2016**

Memorandum of Understanding

between the

Fullerton Secondary Teachers Organization

and the

Fullerton Joint Union High School District

COMMITTEE TO STUDY CLASS SIZE

July 1, 2016 - June 30, 2018

The parties will convene a committee during the 2016/17 school year to study class size issues. Any recommendations of the committee will be subject to negotiation.

5/20/16