

COLLECTIVE BARGAINING AGREEMENT

July 1, 2014 through June 30, 2017

between

FREMONT UNION HIGH SCHOOL DISTRICT

589 West Fremont Avenue
Sunnyvale, California 94087



and

FREMONT EDUCATION ASSOCIATION

525 W. Remington Drive, Suite #102
Sunnyvale, California 94087



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COLLECTIVE BARGAINING AGREEMENT

Article 1 Parties, purpose, and recognition of bargaining unit

I. Parties

The parties to this collective bargaining agreement (“CBA”) are the Board of Trustees of the Fremont Union High School District (“the District”) and the Fremont Education Association, an affiliate of the California Teachers Association and the National Education Association (“FEA”).

II. Purpose

This CBA is intended to govern the relationship between the District, in its role as employer, and FEA, in its role representing the members of an employee bargaining unit.

III. Composition of the bargaining unit

The bargaining unit represented by FEA shall include all full- and part-time certificated employees who serve during the normal school year as classroom teachers or as allied professionals (including guidance counselors and guidance resource teachers, library media teachers, speech language pathologists, school nurse consultant, and school psychologists), unless otherwise explicitly excluded by this CBA. Certificated management, confidential, and supervisory personnel are specifically excluded. Employment by the District or any affiliated entity in one of the following roles, by itself, shall not qualify an employee as a unit member; however, an employee who otherwise qualifies as a unit member does not lose that status by taking on one of these roles as an additional duty: substitute teacher, home teacher, adult education teacher, ROP / CTE teacher, adult or community education assistant, campus recreation personnel, tutor or tutoring service personnel, summer school teacher, coach, curriculum writer, or workshop participant.

IV. Exclusive representation

The District hereby recognizes FEA as the exclusive representative of the bargaining unit for negotiations and contracting, and for purposes of federal and state labor law, including without limitation California Government Code §§ 3540 - 3549.3.

V. Individual contracts

It is the intent of the parties that employer-employee relations for all unit members be governed by this CBA, and not by individual contracts. In the event that an individual contract is or becomes necessary between any unit member and the District, such individual contract shall be subordinate to this CBA and fully subject to all terms and conditions in this CBA. If any provision in an individual contract is inconsistent with the terms of this CBA, the terms of this CBA shall be controlling.

Article 2 District powers and rights

I. General reservation

The District reserves and retains all powers, rights, authorities, duties and responsibilities conferred upon or vested in it by law that are not inconsistent with this CBA. In exercising its lawful powers, in adopting policies, rules, regulations, and practices, and in using its judgment and discretion, the District shall be limited only by terms of this CBA and by applicable law.

II. Specific reservations

The District retains specific rights including but not limited to the following:

- A. to determine and administer policy;
- B. subject to law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote employees;
- C. to determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- D. to determine the curriculum, in consultation with FEA;
- E. to build, move or modify the facilities;
- F. to develop and administer the budget;
- G. to determine the methods of raising revenue;
- H. to contract out work consistent with this CBA and legal requirements;
- I. to take action on any matter in the event of an emergency; and
- J. to delegate to the Superintendent and other legally appointed officers the operation of the schools, the management and administrative control of the school system, its properties and facilities, including, but not limited to innovative and experimental exploration in the field of education, and experimental and pilot investigation of new education programs.

Article 3 FEA powers and rights

I. Reserved powers

Nothing in this CBA shall preclude FEA from pursuing any legal remedies regarding the composition of the bargaining unit. The parties recognize that a unit member may belong to FEA and its affiliated state and local organizations, or may be an agency fee payer in accordance with law. FEA is the sole determiner of its dues/service fees and its dues/service fee structure.

II. Right to collection of dues by the District from FEA members

Any unit member who belongs to FEA, or who has applied for membership in FEA, may sign and deliver to the District an assignment authorizing deduction of unified membership dues for FEA and its affiliated organizations. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete full payment by the end of the school year.

III. Collection of dues or fees from non-FEA members

Any unit member who does not belong to FEA or make application within thirty days of the first effective date of this CBA, or within thirty days from the date of commencement of assigned duties as a unit member, shall either join FEA or pay to FEA a fee in the amount equal to unified membership dues. Fee payment may be made in one lump sum or the unit member may authorize payroll deduction as in Section II of this Article. If a unit member fails to pay the fee directly to FEA or authorize payment through payroll deduction, FEA shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code § 45061 and in the same manner as set forth in section II of this Article. FEA shall provide fee-paying unit members with notice and an explanation of the service fee and the appeal procedure. There shall be no charge to FEA by the District for such mandatory fee deductions.

IV. Provision for religious objectors

As provided in Government Code § 3546.3, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support FEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable entity exempt from taxation under § 501(c)(3) of Title 26 of the Internal Revenue Code. Proof of payment and a written statement of objection along with verifiable evidence of membership in such a religious body shall be made on an annual basis, on or before September 30 of each school year, to FEA and the District, as a condition of continued exemption. Proof of payment shall be made in the form of receipt and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.

V. Compensation for grievance procedures

Any fee-paying unit member who requests that the grievance or arbitration provisions of this CBA be used in his/her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures as provided in Government Code § 3546.3.

VI. Forwarding of collected fees and dues

The District agrees to remit promptly to FEA all monies collected in accordance with this Article accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in FEA, and indicating any changes in personnel from the list previously furnished.

VII. Determination of courses offered

FEA may consult on the determination of the contents of courses and curriculum for the regular school term, with final determination of what courses are offered at each school to be made by the District.

VIII. Accommodations

FEA agrees to furnish any information needed by the District to fulfill the provisions of this Article. FEA shall indemnify and hold harmless the District against any and all loss because of civil or other action resulting from administration and implementation of this Article. Should the District choose to employ its own counsel in addition to that provided by FEA, such counsel shall be at the District's expense.

Article 4 Unit member rights

I. Academic freedom

Academic freedom shall be guaranteed to unit members with teaching assignments in the study, investigation, presentation, and interpretation of any facts and/or ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, and the laws of the State of California.

II. Personal freedom

The District is not concerned with the private life of any unit member, unless it prevents the unit member from performing assigned duties. With respect to the unit member's professional employment, the unit member is entitled to full constitutional rights of citizenship, and the unit member's religious or political activities are not grounds for discipline or discrimination as long as he or she does not violate any local, state, or federal law.

III. FEA representation

The District recognizes FEA's legal right to have a representative present at the request of the unit member in certain circumstances including those specified in this CBA. FEA

agrees that it will attempt to accommodate individual unit member requests for representation in an expeditious manner. If it is determined that a delay must be requested, such delay shall not exceed twenty-four hours or one full duty day. In addition, the District shall not be required to grant any additional release time pursuant to this section.

IV. Intellectual property

A. Copyrights

The District asserts no claim to works of authorship not directly connected to a unit member's employment by the District. Moreover, copyright in any work of authorship in any medium created by a unit member during the course of his or her ordinary duties while employed by the District shall be presumed to belong to the unit member, except as specifically set forth in this section. In particular, copyright in any classroom and curriculum materials authored by a teacher shall remain the property of the teacher. In the event that a specific assignment is given to a unit member or group of unit members for the development of copyrightable materials, where such assignment is under the direct supervision and control of a District administrator, and where the District provides specific funding or resources to support work on that assignment (such as direct funding, access to facilities, materials, or release time from ordinary duties), the District may assert authorship and copyright ownership as a "work for hire" under federal copyright law, provided that before work on such assignment begins the District first obtains a written acknowledgment from the unit members involved that the District intends to claim such authorship. Nothing in this section shall obligate a unit member to accept such specific assignment.

B. Patents

The District and FEA both hereby acknowledge that unit members are not hired for purposes of conducting research and development toward patentable inventions in the course of their ordinary duties. Accordingly, no general obligation to assign patent rights arising from performance of those duties shall be asserted by the District, and in particular, no unit member shall be obligated to assign any invention that qualifies fully under Labor Code §§ 2870 - 2872. In the event that a potentially patentable invention is made by a unit member or members in the course of work on a specific assignment, outside the ordinary duties of the unit member, while under the direct supervision and control of a District administrator, and where the District provides specific funding or resources to support work on that assignment (such as direct funding, access to facilities, materials, or release time from ordinary duties), the District may in its discretion require assignment to it by the inventor(s) of all right, title, and interest in such invention. If after timely disclosure to the District by the inventor(s) of an invention so made, the District elects not to require assignment, it will expeditiously inform the inventor(s) who may apply for patent rights for their own benefit and at their own expense. Nothing in this section shall obligate a unit member to accept such specific assignment.

V. Student grade changes

No student's grade shall be changed without the prior approval of the unit member who issued the grade unless:

A. The grade is the result of clerical or mechanical mistake, fraud, bad faith, or incompetence. The unit member who determined such grade shall, to the extent practicable, be given an opportunity to state orally, in writing, or both, the reasons for which such grade was given and shall be, to the extent practicable, included in all discussions relating to the changing of such grade. A copy of all grade changes shall be returned to the unit member who initially issued the grade.

or

B. The District determines that a grade given by a former employee is due to clerical or mechanical mistake, fraud, bad faith, or incompetence. The District may change such grade without regard to Section V.A. above.

VI. Recording devices

No mechanical or electronic device will be used in any classroom to listen to, view, photograph, film, televise, video, or otherwise record or transmit the proceedings in the class without the knowledge and consent of the unit member involved, nor shall the District authorize the use of such device. The parties recognize and agree that electronic recording devices may be required and used in order to assist hearing-impaired students or students with perceptual and/or physical disabilities and that the audio security system may be tested at any time. In such cases, the regularly assigned unit member involved shall be informed of such uses prior to the implementation of the use of the device as is reasonable and practicable. Such devices shall not be used in the evaluation procedures set forth in this CBA.

VII. Classroom para-educators and volunteer assistants

The District shall not assign a para-educator or volunteer assistant to any classroom without first consulting with the affected unit member. Any such assignment shall be in accordance with the following provisions:

A. Within the constraints of the job description of the para-educator or volunteer assistant, the classroom duties to be performed by any para-educator or volunteer assistant shall be developed in conjunction with the unit member, the para-educator or volunteer assistant, and principal/designee.

B. The District shall supply available background data (such as interests, talents, and education) of a para-educator or volunteer assistant to the unit member responsible for the classroom.

C. A unit member shall be entitled to request the removal of a para-educator or volunteer assistant from that member's classroom if such unit member alleges that the

para-educator or volunteer assistant is interfering with the unit member's performance or is not performing services satisfactorily. The District recognizes an obligation to respond to such a request within reasonable and legal time requirements.

VIII. Parental classroom visits

Parental requests to visit a specific class taught by a unit member shall only be granted according to the following provisions:

- A. A parent requesting to visit a specific class shall initially report to the principal or designee prior to visiting the class. At that time, the principal or designee shall ascertain the purpose of the parent's visit.
- B. The principal or designee shall notify the teacher of the parent's request and the purpose of the visit.
- C. Prior to any visit, the parent shall be required to sign a register upon which he/she shall record the name of the teacher to be visited. Such register shall also include a citation from Education Code §§ 44811 concerning the parent's duty not to disrupt classes.
- D. The principal or designee in consultation with the unit member shall schedule the visit so as to minimize the disruption of classroom activities, consistent with the parent's schedule.
- E. Consistent with this Article, appropriate rules and regulations for parent visits may be developed by the principal, and if so developed, shall be available to unit members.
- F. The procedures described in this section shall not apply to school visits by groups authorized by the principal (such as accreditation observers, representatives of foreign educational institutions, and the like) conducting general visits not directed at a specific unit member's classes, except that the principal/designee shall attempt to notify the appropriate unit members in advance of such group visits.

IX. Personnel files

- A. The District Human Resources office shall establish and maintain file(s) for each unit member. The file(s) shall be the official district repository for material in the following categories:
 - 1. Materials associated with initial employment, such as applications, transcripts, and/or placement file(s).

2. Materials necessary for and resulting from a unit member's employment in the District, such as credentials and payroll, assignment, promotion, transfer, performance evaluation, commendations, and recommendations.
 3. Transcripts of training and letters of verification of previous employment shall be made available by each unit member for the Human Resources files as soon as possible after employment. Further, it is the responsibility of the unit member to keep his/her file up to date as far as credits for further training after employment in the District are concerned. The District shall take such precautions as necessary to provide for the physical security of these records.
- B. Each unit member shall possess the following rights with reference to his/her official personnel file established and maintained in the Human Resources Department at the Educational Services Center and any work site file at the local campus:
1. The District shall observe and enforce strict confidentiality of the personnel file(s), whether kept at the Educational Services Center or at the work site campus. Access to and use of the contents of the file(s) shall be limited exclusively to those persons with a legitimate administrative need for such data. This obligation of confidentiality shall survive termination of employment and continue for as long as the file is maintained. The District will ensure secure destruction for any file(s) of former unit members that it chooses to discard.
 2. Each unit member has the right to have the file contents disclosed to him or her, excepting only ineligible contents. Ineligible contents are only those materials received in confidence by the District from outside sources prior to hiring of the unit member (which may include, for example, any confidential letters of reference), and those confidential materials generated by the District in the pre-employment interviewing and screening process (such as notes made by District interviewers regarding candidates). Examination of the files shall take place in the presence of an administrator at a time that does not interfere with the unit member's assigned duties. The unit member has the right to have copies of the examined contents made available to him/her. A reasonable fee may be charged for more than one copy of materials provided. A unit member shall have the right to authorize in writing a representative to examine the unit member's file(s) in the Human Resources office at the Educational Services Center and the work site file and to obtain copies to the same extent that the unit member could do so in person. The unit member will hold the District blameless in the case of misrepresentation as to such written authorization.

3. After hiring, information of a derogatory nature shall not be entered or filed, unless or until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

X. Student suspension

Pursuant to Education Code § 48910, a unit member may suspend any pupil from his/her class for any of the acts enumerated in § 48900 for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal and send the pupil to the principal/designee for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the unit member or parent/guardian so requests. 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 member and the principal.

XI. Response to complaints

Unit members are entitled to confront any complainant for any matter that may have an adverse effect on evaluation, as set forth more fully in Article 14 section XV below.

Article 5 Unit member duties

I. Length of school year

The school year for all unit members shall be one hundred eighty-five duty days, including one hundred eighty teaching days. This represents an increase from 184 days in prior years, through the conversion of a previously optional Wednesday, immediately prior to the opening of school, from optional to mandatory. In consideration of this change, and to arrange the transition to the longer year, the parties agree that (1) the District shall provide funds to offset the additional unit cost arising from the additional salary expense, (2) if any furlough days become necessary during the term of this CBA, that Wednesday will be the first such day to be selected, (3) lunch will be provided for unit members on that Wednesday, and (4) unit members will be assured of at least 8 hours of duty time within that same week reserved solely for individual classroom preparation, completely free of encroachment by any form of meeting obligation from any district, site, department, professional learning community, or other school entity source.

- A. Unit members who are assigned ancillary academic support positions as set forth below shall work an extended work year of up to two hundred twenty days. If such a unit member ceases to hold an ancillary academic support position, the unit member's work year shall revert to 185 days the following school year.

Assigned ancillary academic support positions shall include mandated categorical positions (such as Title I Coordinator or ELD Coordinator) and such other positions as the District and FEA shall agree upon. The District and FEA shall conduct an annual review of both the list of positions and the identity of the participating unit members.

- B. Should an emergency condition arise which would reduce the number of teaching days to fewer than one hundred eighty or reduce the number of minutes below the minimum required by the State, unit members shall make up the teaching day(s) and/or teaching time missed at no additional cost to the District. The scheduling of such additional day(s) or time shall be agreed to by FEA and the District.

II. Length of day

The duty day for all unit members for all schedules shall not exceed a continuous four hundred fifty minutes period of time, or the equivalent when averaged over ten school days. This period of time shall be scheduled by the administration between 7 a.m. and 5 p.m. Classroom teachers are expected to be present during all instructional periods, unless other arrangements have been made as set forth below. The duty day shall include a duty-free lunch of no fewer than forty minutes and a duty-free brunch of no fewer than fifteen minutes unless modified by agreement between the principal and the site representative.

- A. Individual requests for permission to arrive late or leave early may be granted by the principal/designee with agreement on the scheduling of makeup time.
- B. The principal/designee may release a unit member to attend a conference, meeting, or other such activity. Unit members may not be required, but may volunteer when requested, to cover assignments of unit members who have been released to attend such activities. Such voluntary coverage shall be compensated for in accordance with appropriate provisions of Article 15 and section V below.
- C. The principal shall provide a method of daily check-in and check-out at each school.
- D. Individual unit members and the principal/designee may agree to modify the established daily duty schedule of the unit member. The principal/designee shall notify FEA of each such agreement and its terms.

III. Full-time status

The following provisions shall be used to determine whether a duty assignment constitutes full-time service.

- A. Unit members in general education programs

1. Conventional schedule

Full-time teachers shall teach five periods per day or five periods per day when averaged over a school year. Regardless of the class schedule in use at a site, a full-time commitment shall not exceed two hundred fifty-five minutes of class time per day or two hundred fifty-five minutes per day averaged over a school year.

2. Six - Four option

Unit members may volunteer to teach six periods during the fall semester without additional compensation and teach four periods during the spring semester without any loss in compensation. Such arrangements must be agreed between the unit member and the local site administration. For those unit members who work under this option, the practices of Article 11 regarding scheduling, duties, and obligations of part-time teachers shall apply during the spring semester. Should the unit member and the administration agree that the unit member should teach an additional class in the spring semester, that is, teach five instead of four, the unit member shall receive additional compensation at the rate of 1/5 per diem of the unit member's rate.

B. Unit members in Special Education programs

1. Specialized Academic Instruction

a. Special Day Class subject matter teacher

Full time status shall be deemed to be a teaching load of five classes, with a special education student case management load not to exceed 16 students.

b. Resource Specialists

In consideration of the increased case management duties assigned to these unit members, full time status shall be deemed to be a teaching load of at least four classes and a special education student case load of 17 or more students (not to exceed to the lesser of 28 or any limit imposed by law).

c. Variations

Any variation from the standards described in sections 1a. and 1b. above may be permitted only after consultation with and the agreement of FEA. To assist in determining the proper FTE equivalent, the following guidelines are provided for consistency:

Teach 4 classes with case load 17 or more, 1.0 FTE

Teach 5 classes with case load under 17, 1.0 FTE

Teach 4 classes with case load under 17, 0.8 FTE
Teach 3 classes with case load 17 or more, 0.8 FTE
Teach 3 classes with case load under 17, 0.6 FTE

d. Designated program teacher

Full time status in the Voyager and Academic Communication programs shall be deemed to be a teaching load of four classes, with a special education case management load not to exceed 17.

e. Independent study teacher

Full time status in independent study programs (such as Horizons) shall include a special education student case load not to exceed 16.

f. Post-secondary programs

Full time status for teachers in post-secondary programs shall include a special education student case load not to exceed 16. Extended school year duties that are required by law for these programs will be paid at the member's per diem rate based on salary schedule placement.

2. Lead Resource Specialist

a. Site-specific determination

A Lead Resource Specialist must be a full time unit member. However, in light of the wide variation in number of students served, nature of the population served, other conditions unique to a particular site, and a need for equity in duty assignments for all Lead Resource Specialists, variation from site to site is expected as to the number of classes taught and the number of periods provided for other duties. To address these variations, the District shall consult with FEA annually in the Spring regarding the needs anticipated at each site for the coming year for the lead position, and the number of classes to be taught and the number of periods for other duties assigned to each Lead Resource Specialist, with the aim of reaching agreement in time for the creation of site staffing plans and master schedules. Depending upon site characteristics, a typical expectation could be that a Lead Resource Specialist will teach two periods, and will devote three periods to other non-classroom special education duties, including one period for case management of 17 or more students. Variations could include, for example, teaching three classes, with two periods for lead duties and a case management load of fewer than 17, or teaching one therapeutic learning skills class with four periods provided for other duties. If the needs at any site in any given year appear to require five or more periods for non-classroom teaching

duties, appointment of two Lead Resource Specialists to share those duties while each continues to teach at least one class is preferred over an assignment to a sole unit member with no teaching component in the duty assignment.

b. Restriction on teaching a “sixth” class

Absent consultation and agreement with FEA, Lead Resource Specialists shall not undertake an additional teaching load in accordance with Article 15 IV D or another duty leading to more than 1.0 FTE status. No stipend is provided for service as a Lead Resource Specialist.

c. No supervisory or evaluation duty

Lead Resource Specialists shall not evaluate or supervise other unit members.

d. Appointment by District

Lead Resource Specialists shall be appointed by and serve at the pleasure of the District, with no fixed term of service or term limits, but each position will be reviewed at least every three years. Review and selection shall follow the procedure set forth for Department Chairs in Article 12 below. Positions at Monta Vista and Lynbrook shall be reviewed in 2015; at Cupertino and Fremont in 2016; and at Homestead in 2017.

e. Additional summer duty

If, and only if, requested by the District, a Lead Resource Specialist shall be required to work up to 75 additional hours in the summer on tasks set by the District. The choice of site or sites at which additional Lead Resource Specialist services may be needed, the number of hours needed at each selected site, and the schedule for those services shall be determined by the District. The District agrees to make a good faith effort to set the schedule for additional duties at least 90 days prior to beginning of the summer break in which the days are to be served so that unit member summer vacation plans can be made. The hours will ordinarily be served within the 5 days immediately after end of school and/or the ten days before beginning of school, unless another summer schedule is otherwise agreed with the Lead Resource Specialist involved. The Lead Resource Specialist will be paid at his/her per diem rate for those extra hours, computed from salary schedule placement on the basis of 7.5 hours per day. If the District desires any Lead Resource Specialist to serve in excess of 194 days per year, those days must be set in accordance with Article 5 I above for ancillary academic support positions.

IV. ERAP preparation periods

Unit members who are full-time teachers shall have ten periods per week or the equivalent set aside exclusively for Educationally Related Activity Periods (ERAP). Unit members are expected to use ERAP time for professional tasks such as those set forth below unless otherwise agreed by the unit member and principal/designee. ERAPs need not be equal in length; however, they shall last the entire time for the scheduled period. Non-teaching unit members shall not receive an ERAP.

A. Examples of Educationally Related Activities

- Preparing instructional lessons and assessment
- Grading assignments/tests
- Assisting colleagues who request help
- Developing/monitoring curriculum - team planning
- Meeting with student leaders/activities on an ad hoc basis
- Tutoring on an ad hoc basis
- Advising students on an ad hoc basis
- Holding conferences with parents and students
- Making contacts/conferences with parents
- Working on agreed special projects
- Performing departmental duties
- Completing credential requirements/ professional objectives
- Completing paperwork such as letters of recommendation and referrals
- Academic and Athletic Coaching

V. Using ERAP for substitute coverage

Unit members with a teaching assignment may be required to provide substitute coverage during their ERAP time in emergency situations. Compensation for such emergency coverage shall be at the current hourly pay rate specified in this CBA with one hour's pay for one-half or more of a 50 minute period covered and 2 hours for any block of 90 minutes or more. Teachers shall not be required to provide coverage during their ERAP time for non-emergency situations (for example, statewide testing and/or co-curricular activities), but may volunteer for such duty at the same compensation as for emergency coverage. When requested by the administration, a unit member may agree to use ERAP time to cover a study hall/tutorial, mentor students, or other activities, at the same compensation rate.

A. Option to receive compensatory time in lieu of payment

Subject to the provisions of Article 7 regarding Category P-3 personal necessity leave and subsection (3) below, a unit member may elect to receive compensatory time for coverage during ERAP time as described above. However, at the beginning of each academic year, each unit member must elect whether to receive hourly pay or compensatory time as their preferred method of compensation for class coverage, and that choice will be binding for the full academic year.

1. Compensatory time shall be accrued on a one year basis. Unit members may elect to utilize compensatory time off from duty during the semester; however, a full day of accrued compensatory time will not be granted for use on Fridays without prior approval of the principal.
2. Accrued compensatory time that has not been utilized within the year shall be paid at the end of each year at the current hourly pay rate specified in this CBA.
3. From time to time, third parties may offer to reimburse substitute costs to allow unit members to be away from the classroom to participate in sponsored activities. Examples of such third parties include corporate sponsors of technology seminars and student groups requesting a teacher to travel to an off-campus event. Notwithstanding the annual choice described above, any unit member covering such an absence must promptly request hourly pay for that substitute service, and may not accrue compensatory time, so that a timely request for reimbursement from the third party may be made by the District.

VI. Adjustment to duty day for late classes

The District has expressed an interest in offering classes outside the normal school day to enhance program offerings. For example, an Advanced Placement course not ordinarily offered at any campus during the normal school day could be offered two days per week during a time period from 6:00 to 8:30 p.m. To enable the District to proceed with such offerings, FEA agrees that the duty day of section II for a unit member teaching such a class may be adjusted, provided that:

- A. A unit member will not be assigned to such a class without his or her express agreement.
- B. The late day class will be counted as a full class in computing the unit member's status as full- or part-time.
- C. The unit member will be expected to serve 450 minutes per day when averaged over 10 days, but the limitation that those minutes be continuous and be scheduled between 7:00 a.m. and 5:00 p.m. shall not apply.
- D. Since students from multiple sites may attend, the unit member will be expected to provide a total of one hour per week at the class site, either immediately before or immediately after the late day class, for meeting with students, and that time will count toward the 450 minutes per day requirement.
- E. No unit member shall become eligible for a travel stipend on the basis of teaching such a class; that is, a unit member shall be eligible for a travel stipend only if necessitated by teaching at multiple sites within the regular school day.

VII. Meeting attendance

A. Monthly meetings

Full-time unit members shall be required to attend no more than one faculty meeting a month and no more than one department meeting a month that may extend beyond the regular workday. Such meetings shall begin not later than ten minutes following the dismissal bell and shall not last for more than 45 minutes.

B. Meetings during ERAP

Unit members may be required to attend at most one staff meeting called by the Superintendent/designee each semester during their ERAP, not to exceed sixty minutes in length. Attendance at any other staff meeting(s) scheduled during ERAP periods is voluntary.

C. Bi-monthly departmental curriculum meetings

A departmental meeting of no fewer than ninety minutes in length shall be held in each school in September, November, January, March and May to facilitate curricular interaction.

VIII. Multi-school assignments

A. General

Teachers may be assigned to no more than two schools in the District during the regular school year. Teaching assignments which place unit members at two schools during the duty day shall be made in accordance with the procedures of Article 8 (Transfer) of this CBA. Schedules of unit members who are assigned to more than one school shall be arranged so that no such unit member shall be required to make more than a one-way trip each day between the schools.

B. Transportation

Unit members may be required to provide their own transportation in the performance of their employment-connected and employment-related duties. Unit members providing such transportation shall be reimbursed at the mileage rate specified in Article 15 of this CBA. Unit members on a multi-school assignment shall also receive a travel stipend to compensate for traveling between the schools of assignment, as set in Article 15.

IX. Non-paid additional duties

A. Co-curricular activity supervision

Each full-time unit member in any teaching or non-teaching position assigned to a single school shall be assigned up to twenty hours of non-paid co-curricular duties by the principal or designee. Full-time released New Teacher Advisors may be excused from such duty, but no other exemptions shall be granted. In particular, service as a coach, Athletic Director, Department Chair, or in any positions carrying a stipend shall not satisfy, in whole or in part, this obligation. A unit member with a multi-school assignment shall provide twenty hours of non-paid

co-curricular duties at the school where the last assigned period is served unless another location is agreed with the District.

1. Assignment procedure

To ensure equity in assignments, the annual co-curricular supervision duty schedule shall be posted and distributed. On the first duty day of the teacher school year, each unit member may select two duty assignments. On the second duty day of the teacher school year, each unit member may select two additional assignments. After the second duty day, each unit member may select remaining uncovered assignments. Co-curricular assignments, that remain uncovered following the third duty day, will be assigned by the principal's activities designee as follows:

- a. Assignments will be made to those who did not sign up for four assignments or up to twenty hours.
- b. Assignments will be made to those whose hours do not total twenty hours, beginning with unit members who signed up for the fewest hours.
- c. The opportunity will be offered for unit members to volunteer for additional assignments.

2. Consultation with FEA

To ensure equity and uniform application of these provisions, the principal/designee shall consult with a unit member appointed by FEA prior to each semester regarding the scheduling of all unit members' assignments to co-curricular supervision. If co-curricular supervision needs are met it is the intention of the Administration to limit assignments to four per unit member.

3. Events on vacation days or holidays

Assignments to such duties on legal holidays, vacation days, Thanksgiving weekend, and Sundays shall be on a voluntary basis. All other assignments, which occur in the evening, during the week, and on Saturdays (if not tied to a vacation week or Thanksgiving weekend or an extended weekend), shall be made on an equitable basis at each school.

4. Dances

Volunteers shall be initially sought for dance supervision. If supervision must be assigned on a non-voluntary basis, two additional hours of credit toward the total of twenty shall be applied for each dance assignment.

5. Club and class advisors

Unit members who serve as advisors of one or more ASB sanctioned clubs will be credited with a total of two assignments and ten hours for all such service, regardless of the number of clubs advised. Class advisors, up to

two per class, shall be deemed to have fulfilled their duties by virtue of completing the co-curricular tasks associated with that position.

6. Use of duty free lunch time

Should a member elect to perform agreed non-paid co-curricular duties during the lunch period, such time will be deducted from the twenty hours.

B. Testing, planning, and the like

Any work required by the District in regard to development, implementation or assessment of school plans, or district wide student testing and program evaluation shall be done during the regular duty day. Any additional work of this nature required shall be subject to extra duty pay at the hourly rate set in Article 15.

C. Back to school night and commencement exercises

Unit members shall, as part of their regularly assigned duties without additional compensation, participate in one (if scheduled) back-to-school night per year and one graduation exercise per year.

X. Paid co-curricular duties

A. Policy

The District and FEA agree that it is in their mutual best interest as well as in the best interest of the students and the community to support an extensive co-curricular program. As evidence of this support, FEA pledges itself to take a positive role in encouraging unit members to accept paid co-curricular employment when offered. Paid co-curricular duties shall be assigned only with the consent of the member.

B. Priority in hiring

Unit members shall have such priority for extra pay for extra duty employment as may be provided by the California Education Code (for example, preferring certificated persons over non-certificated). Any open paid extra duty position shall be posted with the required qualifications clearly set out. Principals shall set the qualifications for such positions in good faith, based solely upon the requirements of the position, and not with the intent of excluding or retaining any individual, and shall select candidates based upon their merits as judged in accordance with those requirements.

XI. Non-standard Duty Assignments

The parties recognize that from time to time a need may arise for someone to perform tasks not ordinarily part of a typical unit member's assignment. In cases where such needs can best be met by giving a non-standard assignment to a unit member, so that a unit member's experience and expertise as developed in the course of normal assignments may be exploited, the provisions of this section may be invoked. The guiding philosophy is that the nature of the tasks for these positions should suggest that

the work may be best done by a unit member with recent appropriate classroom, guidance, or library experience, rather than an administrator or other district employee, and that the assignment to be given does not fundamentally change the unit member's connection to and relationship with the bargaining unit. Any position involving release time, other than those specifically set forth in this CBA (such as Department Chairs), shall be subject to the terms of this section.

A. Suitable tasks

Assignments under this section are to be non-management positions for which an administrative credential is not required. In particular, these positions are specifically not intended to replace an administrative position. While mentoring may be a portion of some such assignments, supervision and evaluation of unit members is specifically excluded. Examples of the types of assignments anticipated by the parties include a professional development coordinator for a site, a district leader for an Algebra Initiative, a site lead for school accreditation efforts, and a New Teacher Advisor.

B. Position descriptions

When the need for a non-standard duty assignment arises, the District shall prepare a description for the position, to include the following information:

- 1) the time commitment (full, or part-time, annualized FTE),
- 2) a specific statement of the anticipated duties,
- 3) the expected duration of the assignment, with start and end dates,
- 4) identification of the supervisor to whom the member will report,
- 5) compensation, if any, such as a stipend or a release period, and funding source, and
- 6) any specific experience or qualifications required.

C. Consultation with FEA

The District shall consult with FEA as to any non-standard duty assignment to be created, and will maintain records of all such positions to permit annual review with FEA. Review of each position is intended to ensure equity for unit members and compliance with this CBA, as well as monitoring of any funding or financial issues that may arise.

D. Posting of positions

It is the intent of the parties that positions under this section are to be created to satisfy site or district needs, and not to provide positions tailored for specific individuals. To that end, all positions for non-standard duty assignments will be posted internally at site for at least five duty days (if a site-specific assignment) or district-wide for at least five duty days (if a district-wide assignment).

E. Selection of unit member

The District shall review the qualifications of all unit members expressing interest in such an assignment, and shall make a good faith selection based upon the best

fit for the position, subject to the restrictions of paragraph F immediately below. No unit member shall be given such an assignment involuntarily.

F. Term

Except as provided in this paragraph, the duration of any assignment set in accordance with B. 3) above shall ordinarily not exceed one year. If the need for a position continues thereafter, a re-opening and re-posting of the assignment shall be repeated at least annually as may be necessary. No member shall be entitled to re-appointment to any such position by virtue of prior service. The District may, if the nature of the tasks, the anticipated learning curve of the member in the position, or the available funding make it advantageous, define a term of more than one year but not more than three years when the position description is prepared.

G. Term limits

For less than full time positions, an incumbent, if re-selected, may serve consecutive terms. However, to ensure that unit members are not serving in de-facto administrative positions and to maintain the connection with students and classrooms that makes unit members valuable in these positions, it is agreed that no unit member may serve more than three consecutive years in any position or combination of positions involving a full-time release from other duties.

H. Evaluation

If a unit member serving in a full-time released non-standard duty assignment serves during a year in which the unit member would ordinarily be evaluated under this CBA, the supervisor identified in the position description and the unit-member must reach agreement on an appropriate alternative evaluation process in accordance with Article 14 V below. For all other non-standard duty assignments, the supervisor and the unit member shall meet at least annually to discuss informally the unit-member's performance with respect to the assignment. For those unit members, the regular evaluation under Article 14 shall not be adversely affected by the assignment or performance of such duties.

I. Compensation

It is expected that non-standard duty assignments will ordinary be compensated by one and only one of the following: release time, stipend, or hourly pay. The choice of type of compensation shall be determined by the scope and nature of the tasks, including consideration of whether the work requires tasks to be done during the school day or availability to communicate with others during instructional periods.

J. Modification

The District may, if conditions so warrant, modify or terminate a non-standard duty assignment, after consultation with FEA, but in no event shall such termination or modification result in an involuntary reduction in the FTE status of

a unit member.

K. Assignment upon return from non-standard duties

A unit member with a part-time release for non-standard duties under this section has the right to return, insofar as possible, to the unit member's previous assignment upon completion of the term of the non-standard duties. A unit member with a full time release under this section, upon completion of one term of the non-standard duties, has a right to return to the unit member's last assigned school. A unit member returning from full-time release for non-standard duty after multiple consecutive terms shall be assigned at the discretion of the District. The parties recognize that establishing such return rights may necessitate the hiring of a temporary employee to replace a member who is serving in a non-standard duty assignment. To avoid unduly prolonged temporary status for such replacements, the parties agree that any replacement who is fully credentialed shall not be kept in temporary status for more than one year.

XII. Duties in special programs

The parties recognize that establishing programs to serve special populations can result in substantial savings to the District, for example, through avoiding the expense of out-of-district residential programs. However, the provisions of this Article may not always be practical for implementation in such programs, as a consequence of the special requirements of the student population involved. To address this situation, the parties agree that the duties and expectations placed upon unit members serving in those programs may deviate from the provisions above, subject to the following terms.

- A. Each year, the District will consult with FEA, identifying all programs subject to this section, the unit members serving in those programs, and the particular deviations from the duties under this Article. In particular, the parties shall examine the duty hours and FTE status of such unit members to ensure equity across the bargaining unit.

- B. It is expected that some such programs may render it impossible to provide a duty free lunch to a unit member. When a unit member is required by the nature of the program and the unit member's mandatory duties to go without a duty free lunch daily throughout the academic year, an annual stipend of \$8,000 shall be paid to the member.

Article 6 Staffing

I. Allocation Formula

The District employs a Section Allocation Formula to plan initial section allocations for school sites, based upon enrollment projections. The District agrees to consult with FEA annually and to review with FEA any changes or refinements in the Formula deemed appropriate for continued reliance upon it. If any changes are made to the initial

allocations made according to the Formula for a given school year, the District will promptly inform FEA of the changes and the specific reasons underlying them.

II. Student: teacher class size ratios by subject area

A. Common ratio

The following common ratio school departments shall be staffed at a ratio of 32.5:1: Art, Business, Driver Education, Mathematics, World Languages, Living Skills, Industrial Technology, Science, and Social Studies.

B. English

English departments shall be staffed at a ratio of 28:1. English Language Development classes shall be staffed at a district-wide ratio of 28:1.

C. Temporary exceptions for English and Mathematics 23:1 courses

In light of the recent elimination of state funding specifically provided for and restricted to reducing class sizes, the parties agree the following interim staffing provision. For the 2014-15 school year, the District shall select a freshman (9th grade) English course, and a mathematics course in which freshmen can be expected to enroll, at each site, which shall be staffed at a ratio of 23:1. It is the intent of the parties that reduced class size shall apply to the selected mathematics course regardless of whether upperclassmen are also enrolled. The parties agree to renegotiate this provision for the 2015-16 school year and beyond, to ensure that such funding as is available for supporting students is efficiently utilized.

D. Work experience

Work Experience classes shall be staffed according to Education Code requirements. Student count for ratio purposes in Work Experience shall consist of the actual number of students enrolled, so that any student who signs up for more than one period of Work Experience shall be counted as only one student .

E. Music and physical education

Music and physical education classes shall be staffed at a school department ratio of 40 students to 1 teacher. Each school may be allocated one section of PE Team Athletics as to which this staffing ratio shall not apply. Students enrolled in this section shall receive PE credit for full participation on a school sponsored athletic team.

F. Other courses not within a department

All non-departmental classes at each site shall constitute a “department” at that site for the purpose of staffing and shall be staffed at a ratio of 32.5:1 at that site, except that (a) no ratio shall apply to Student Clerks/Assistants and (b) the number of students assigned to any Study Halls shall be limited by the capacity of the facility. This CBA intentionally does not address staffing for Regional Occupational Program / Career and Technical Education (ROP / CTE) classes that may be taught by unit members, and does not purport to set any specific

student-teacher ratio for such classes.

III. Departmental control of class size

To provide flexibility in meeting program needs, the class size ratios of this Article apply to departments as a whole, and not to individual classes. Each department shall determine its individual class sizes within the constraints of the sections allocated to that department. In the event of disagreement within the department on individual class sizes, the matter shall be resolved by the principal/designee. A teacher in a single unit member person department may voluntarily waive the student-teacher ratio.

IV. Timing for determining compliance with class size ratios

Each department shall be staffed appropriately, according to the class size ratios set in this Article, by the 40th day of the school year. The intention behind the choice of date in this section is to set a time immediately after the “drop date” for students following issuance of the first progress reports. As soon as practical following the 40th day, FEA and the District shall meet to review staffing of each department at each school.

V. Automatic review of staffing

The District and FEA will automatically conduct a review of the staffing and class ratio when any of the following takes place at any site:

- A. The number of students in a laboratory science class exceeds the number of lab stations provided in the classroom
- B. A class subject to the 32.5 to 1 departmental ratio has fewer than 25 or more than 40 students, or the teacher has more than 180 total students in five classes.
- C. A class subject to the 28 to 1 departmental ratio has fewer than 21 or more than 35 students, or the teacher has more than 160 total students in five classes.
- D. A class subject to the 40 to 1 departmental ratio has fewer than 33 or more than 47 students, or the teacher has more than 220 total students in five classes.

VI. Standards for class size ratio compliance

A department shall be deemed to be properly staffed if one or both of the following are true:

- A. The average class size of the department, rounded to the nearest tenth, is within 0.5 of the ratio set forth for that department in section II of this Article.

OR

- B. The allocated sections equals the total number of students taking courses in the department, divided by the departmental ratio in section II of this Article, subject

to rounding of fractional parts as follows:

.01 to .39, round downward

.61 to .99, round upward

.40 to .60, round either up or down depending upon practicality in the particular circumstances, according to the considerations set forth below.

Considerations for rounding up or down to accommodate particular circumstances shall include availability of classrooms and necessary facilities for an appropriate period on the bell schedule, ability to find qualified staff in accordance with Article 8 IV regarding vacancies, whether disruption in the schedules of large numbers of students would be required, and the impact on the teaching schedule of other department members of opening or closing a section.

VII. Computations for combined subject classes

The ratio to be used for a combined class of subjects with different class size ratios shall be computed as twice the number of students divided by the total number of sections had sections been calculated separately for each component department based on their representative specified ratios. For example, assume Course A with 320 students would ordinarily use a 32.5:1 ratio, yielding 10 sections; Course B with 320 students would ordinarily be staffed at 28:1, or 11 sections. For a combined Course A and B with 320 students, the appropriate ratio would be 2 times 320, divided by the sum of 10 and 11, or 640 divided by 21 = 30.5 students per section. In no event shall the number of sections resulting from combined classes with different class size ratios be fewer than the sum of sections which would result had the sections from each department been calculated separately.

A. Notice to FEA of combined classes

The principal shall notify FEA of any intent to establish combined classes with different class size ratios pursuant to this Article. Upon the request of FEA, the parties shall consult on a site-level basis through the Faculty Advisory Committee (within the meaning of Article 22) regarding the combining of classes from different departments with different class size ratios pursuant to this Article. Such consultation shall occur prior to implementation, and shall be completed to allow for implementation of such classes in a timely and educationally sound manner.

VIII. Effect of Specially Designed Academic Instruction In English (SDAIE) classes

SDAIE sections shall be removed from department averages for the purpose of calculating sections. If this method of calculation generates any additional section(s), there shall be a limit of one section to be added to each school. If this method does not generate additional sections, then SDAIE shall not be backed out when calculating department sections.

IX. Special education

Special education staffing shall be in accordance with the provisions of the appropriate section(s) of the Education Code and the Special Education Local Plan Area-II (SELPA-II).

X. Residency monitoring

The parties have discovered that parents outside the geographic area served by the District will nevertheless attempt to enroll students whose true residence address does not permit attendance at District schools. Because funding for a Basic Aid district does not increase with attendance, this burdens the District but does not provide any additional resources. The District agrees to continue its vigilance in ensuring that no student becomes or continues to be enrolled through misrepresentation as to residence address, guardianship, custodial responsibility, family relationship, or living arrangements, and further agrees to inform FEA annually as to its efforts and level of success achieved.

XI. Remedy for unintentional breach by the District

If, despite good faith recruiting efforts, the District is unable to find qualified staff to permit compliance with the required staffing ratios for a given department, the remedy shall be as follows. The sum of \$10,000 shall be made available to the understaffed department to fund professional development for unit members in that department. The department in question shall determine how the funds are to be apportioned; however, to ensure that such funds shall be used only for professional development each proposed use must be approved by the site Principal in advance. The funds will be available through the academic year in which the understaffing occurred, and if not yet exhausted, through the following year; any funds unused at the end of that following year shall revert to the District. It is expected that any professional development activity undertaken in accordance with this section shall be wholly funded by the funds described above and shall not require use of any other or additional District monies.

Article 7 Leaves

The purpose of this Article is to record the bargained and agreed upon terms that govern leaves for unit members and provide sufficient context that those terms can be clearly expressed. It is not intended as a comprehensive guide to benefits that may be available to unit members, nor is it intended to compile or replicate all relevant sections of California or Federal law that may be pertinent to any given unit member's personal situation.

I. Health-related leaves

A. Industrial accident and illness leave

1. Unit members who suffer an industrial accident or illness shall be granted leave of absence for up to sixty duty days. Duration of industrial accident or illness leave shall be counted from the first day of absence, and shall be reduced by one day for each day of authorized absence regardless of any

compensation award made under Workers' Compensation.

2. Such leave shall not accumulate from year to year. When an industrial accident or illness occurs at a time when the full sixty duty days will overlap into the next fiscal year, the unit member shall be entitled only to that amount remaining at the end of the fiscal year in which the injury or illness occurred.
3. When added to an award granted the unit member under Workers' Compensation laws of the State, payment of wages lost on any day shall not exceed the normal wages for the day.
4. A unit member may be deemed to be recovered from an industrial accident or illness and thereby able to return to work at such time as the unit member and the unit member's physician agree that there has been such a recovery. However, the District reserves the right to require a corroborative medical opinion at the District's expense and to deny the return, if such opinion is not in agreement with that of the unit member's physician.

B. Sick leave, when used for unit member's own illness

1. At the beginning of each school year, every unit member shall be credited with ten days of paid sick leave. Unused sick leave shall accrue from school year to school year without limit.
2. It is expected that sick leave will be taken in full days except as provided in paragraph 4 below. However, should a unit member be unable to complete a full day due to onset or relapse of illness, a partial-day use of sick leave shall be charged at a rate of one-fifth of a teaching day for each teaching period that requires a paid substitute.
3. Extended sick leave
 - a. Notice required, where practical

Whenever a unit member has reason to believe that he or she will require an extended leave of absence due to a physical disability, including disability due to illness, injury, pregnancy, or a pregnancy-related condition, the unit member shall promptly notify the Human Resources Office, in writing, of the reasons for the leave and the expected duration of the leave
 - b. Entitlement

When a unit member has exhausted all accrued sick leave yet continues to be unable to return to work due to extended illness or injury convalescence, the unit member shall be entitled to use up to 100 days of extended sick leave (to run concurrently with FMLA

or California Family Rights Act leave when it is used for purposes of the unit member's own illness, other than pregnancy disability).

c. Limitation of one period per illness or injury

Only one 100-day extended sick leave period shall be provided per illness or injury. If a school year ends before the 100-day period is exhausted, and the unit member is still suffering from the same illness or injury and unable to work, the unit member shall be entitled to take the subsequent years' sick leave credit followed by the balance of the 100 days of extended sick leave. Use of an extended sick leave for a first illness or injury shall not count against any days that may be available for a subsequent illness or injury.

d. Adjustments to and sources of compensation

Unit members are generally provided with an income protection plan as set forth in Article 15 XII.A.4. below, which may provide payments to a unit member on an extended sick leave. If that plan provides 75% of the unit members' per diem salary rate for the extended sick leave period, the District shall adjust the unit member's salary payments by deducting the *greater* of 50% of salary or the actual cost of a substitute. If the plan does *not* provide 75% of the unit members' per diem salary, the District shall adjust salary payments by deducting the *lesser* of 50% of salary or the actual cost of a substitute.

e. Fitness to return to work

A unit member shall be eligible to return to work after an extended sick leave upon submission of a written physician's statement of fitness to resume regular duties. If deemed necessary, the District may require that the unit member be examined by a physician selected and paid for by the District to evaluate the unit member's ability to resume regular duties. In the event of conflicting opinions of the District's and unit member's selected physicians, the District and unit member shall together select a physician to evaluate the unit member's ability to resume regular duties.

f. Re-employment list

When a unit member has exhausted all available sick leave, including regular accrued sick leave, the 100 days of extended sick leave and any industrial accident or illness leave, and the unit member is not medically able to resume the duties of his/her position, the unit member shall be placed on a re-employment list for a period of 24 months (if the unit member is on probationary status) or for 39 months (if the unit member is on permanent

status). The re-employment list period begins at the end of the 100 days extended sick leave. If the unit member becomes medically able to return to work during that period, the unit member shall be returned to employment in a position for which he/she is credentialed and qualified.

4. Extended partial day sick leave

A unit member may be granted an extended partial-day sick leave due to physical disability, including disability due to illness, injury, or pregnancy-related conditions. During an extended partial-day sick leave, partial-day absences shall be charged against sick leave at the rate of one-fifth of a teaching day for each teaching period missed.

- a. A unit member must submit a written request to the District for an extended partial-day sick leave that specifies the reasons for the request and the expected duration of the leave. The request must be accompanied by a statement from a physician who has examined the unit member that verifies the unit member's inability to work a full day.
- b. The District shall have the right to require the unit member to submit to a further physical examination, by a physician selected by the District, to confirm the unit member's need for the extended partial-day sick leave. Should the unit member challenge the findings of that examination, a third and final physical examination may be requested by the unit member. The doctor shall be chosen by the unit member from a list of at least five physicians provided by the District.
- c. An extended partial-day sick leave shall not be granted unless the District can obtain a qualified replacement suitable to its needs or unless no replacement is necessary.
- d. If the partial-day sick leave is granted, the District shall have the sole discretion to determine the unit member's reduced work schedule, based upon the requirements of the District and consistent with the medical needs of the unit member.
- e. An extended partial-day sick leave must be taken for a term not less than one full semester unless otherwise agreed. Renewal of extended partial-day sick leave beyond one year shall require agreement.

C. Sick leave, when used as a care-giver

Unit members have the right to use up to six days of previously accrued sick leave each school year for the purpose of caring for an ill child, spouse, or parent. If the illness is such that the unit member fully qualifies under FMLA, then the six day limit shall not apply.

D. Sick leave, when used for personal necessity

1. Personal necessity leaves

Personal necessity leave shall be limited to circumstances significant in nature that the unit member cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the unit member's immediate physical presence elsewhere and involve matters that cannot be accomplished at any other time. Accrued sick leave may be used for personal necessity reasons that qualify under the categories specifically set out below. Appeals from decisions involving the non-allowance of such leaves may be taken through regular administrative channels or the grievance procedure.

a. No advance permission required (Category P-1)

Unit members shall not be required to secure advance permission for leave, but shall notify the principal of the circumstances as soon as possible for any of the following situations:

- i. Serious illness in the immediate family.
- ii. An accident involving the person or property of the unit member or immediate family.
- iii. Imminent danger to the home of a unit member, occasioned by an event such as flood or fire serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during the unit member's assigned hours of service.
- iv. Circumstances beyond the control of the unit member that prevent the unit member from being on duty.

b. Prior approval required (Category P-2)

Unit members wishing to use sick leave for purposes in this category must obtain prior approval by submitting a request in writing to the principal at least two working days prior to the requested commencement of the leave, stating the reasons for the request. Once P-2 leave is granted, the request is irrevocable if the

District has obligated itself for a substitute teacher and cannot cancel or reassign the substitute. This category comprises:

- i. Appearance in court as a litigant or as a witness under an official order or subpoena, or
- ii. Bereavement beyond the number of days specified for the bereavement leave in this Article, or
- iii. Examination for advanced degree, or
- iv. Attendance at graduation ceremonies involving a member of the immediate family, or
- v. Marriage of a member of the immediate family.

c. Prior notification required (Category P-3)

Each unit member shall be allowed, upon prior notification to the principal, up to seven days in any school year for reasons of personal necessity not covered in Categories P-1 and P-2 above, subject to the following limitations. A unit member shall notify his/her principal as soon as possible in advance of the absence. No reason for the absence need be stated and no verification shall be required. The granting of requests by the principal for such leave will be on a "first-come, first-served" basis up to, but not exceeding, ten percent of the unit members on that campus. Unit members may not take Category P-3 leave during the first and last five teaching days of each semester. Once Category P-3 leave is granted, the request is irrevocable if the District has obligated itself for a substitute teacher and cannot cancel or reassign the substitute.

E. Sick leave, when used as parental leave for a new child

Unit members with accrued sick leave may use up to twenty days of that accrued sick leave as a parental leave for the purpose of caring for a new child, subject to the conditions of this section. Such parental leave must be begun within 180 days of birth or, in the case of adoption, of receiving custody of the child. To permit the District to plan for absences, any such leave must be taken as a single consecutive block of school days. A unit member must provide at least thirty days notice of intention to take such leave, unless unable to do so owing to an emergency, in which case the unit member shall provide as much notice as is reasonably possible under the circumstances. The benefits of this paragraph are intended to apply to an adoptive parent or a unit member spouse of a birth mother, but not to supplement or expand the pregnancy disability or childcare leave benefits

available to a birth mother under this Article.

F. Pregnancy disability

1. Unit members are entitled to sick leave as set forth in Section I.B. above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.
2. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's attending health care professional; however, the District may require the unit member to have a physical examination by a physician selected by the unit member and approved by the District, and a certification by that physician of the unit member's physical fitness to return and continue the duties requisite to employment. Cost of this examination and certification will be paid by the District.
3. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section I.B. has been exhausted.
4. Service time may be accrued toward permanent status during a school year in which pregnancy disability leave is used, so long as the unit member works three-fourths of the teaching days of the school year.

II. Leaves for other purposes

A. Bereavement leave

1. Each unit member shall be entitled to a paid leave of absence, not to exceed five days, in the event of the death of a unit member's spouse, parent, or child. Upon the death of any other member of the unit member's immediate family, leave of up to three days shall be granted, or if travel out of state or more than three hundred miles is involved, five days.
2. A unit member may utilize available category P-2 personal necessity days to augment this bereavement leave consistent with the requirements in

section I.D.1.b.ii above.

B. Childcare leave

1. Upon request, a unit member shall be granted a childcare leave of absence without pay for the remainder of the school year in which the birth of his or her child occurs. In the case of a unit member who has been absent on pregnancy disability leave in connection with the birth, for purposes of computing the duration of such leave, the year of birth shall be deemed to be the academic year in which pregnancy disability ends and the unit member is fit to return to work.
2. If timely requested, the childcare leave may be extended to encompass the subsequent school year as well, provided that the unit member has worked as a unit member at least one year (either part- or full-time) since the last time that unit member was granted a subsequent year childcare leave.
3. Although childcare leave under this section is an unpaid leave, the unit member may simultaneously use any available leave under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) for up to a maximum of 12 weeks, during which time the health benefits provided under this CBA will be continued. Following the exhaustion of the 12 weeks of FMLA/CFRA leave, the unit member shall be responsible for paying for his or her health benefits for the rest of the childcare leave.
4. While on childcare leave, a unit member shall have the option to remain an active participant in the FEA health plan by paying the amount that would have been contributed by the District on the unit member's behalf during active employment, subject to carrier requirements.
5. Service time may be accrued toward permanent status during the school year in which childcare leave commences, so long as the unit member works three-fourths of the teaching days of the school year.
6. Unit members may serve as substitutes in this District while on an unpaid childcare leave of absence.
7. A unit member adopting a child in accordance with applicable provisions of the California Civil Code shall be entitled, upon written request, to an adoption leave upon the same terms and conditions as a childcare leave, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill requirements for adoption.

C. Political leave

1. A permanent unit member who is elected or appointed to a statewide or national public office or legislature shall upon request be granted an unpaid leave of absence for the term of office.
2. During the term of such leave of absence, the unit member may be employed by the District in a part-time capacity under such terms and conditions consistent with this CBA as may be agreed upon.
3. Time spent on political leave shall not apply toward advancement on the salary schedule.
4. A unit member elected to a school board in another district or to a town or city council position may use up to ten days of unpaid leave per school year as may be reasonably necessary to attend to the required duties of that elected position.

D. Jury duty

1. FEA and the District acknowledge that jury duty is a civic responsibility that supercedes obligations under this CBA. Unit members who have been notified that they may be called to jury duty shall so inform site administration and provide timely status updates to enable planning for substitutes as may be required. If called to appear in person for a venire or to serve as juror, a unit member shall be relieved of all duties and responsibilities to the District that are inconsistent with his or her obligations to the court.
2. Unit members serving on jury duty will receive full pay from the District as if present at work, provided that the unit member tenders to the District any amount paid by the court for jury service (except travel expenses) within seven days of receipt such funds from the court.

E. Military leave

1. Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, who are inducted, enlisted, or otherwise ordered to active military duty, shall be granted such leave and military leave pay as is provided in the Military and Veterans Code.
2. Unit members on military leave shall retain those rights and privileges as required by law.

F. Professional leaves

The District and FEA recognize their responsibility to foster professional growth, to encourage unit members to participate in professional conferences and conventions, and to serve on professional boards, commissions, and accreditation

teams.

1. A permanent unit member who is an officer of a state or national educational organization may attend the organization's convention or conference without loss of salary and benefits if done at no other expense to the District. The unit member shall submit a request to attend the convention or conference within thirty calendar days of the convention or conference. The District shall apply the following criteria for granting such leave.
 - a. The District must be able to obtain a substitute.
 - b. The organization and convention or conference shall be related to the unit member's current assignment(s) or assignment(s) within the past two school years.
 - c. The applicant shall not receive more than five days of such leave within any one school year.

2. A unit member who is selected to serve on a Commission on Professional Competence pursuant to Education Code § 44944, or a state, regional or national accreditation commission/team shall be granted fully paid leave during the time the unit member serves on such commission/team. Service on a commission/team shall be limited to twenty-five teaching periods per year unless otherwise authorized by statute.

G. District service leave

Upon authorization from the District, unit members who take part in student trips that are overnight and at least a one hundred mile radius from the school shall be provided release time by the District.

H. FEA leave

1. Officer's leave

An unpaid leave of absence of up to two years may be granted to any unit member, upon application, for the purpose of serving as an officer of FEA, or as a staff member of the California Teachers Association or the National Educational Association.

2. FEA business leave

Leave shall be granted upon request by FEA for absences at no expense to the District for officers and/or representatives of FEA, not to exceed one hundred person-days per school year, to attend to organizational business.

I. Other unpaid leaves

Leaves of absence may be granted for purposes other than those specified in this CBA in accordance with the conditions stated in this section. Application for leaves under this section should be submitted to the District on or before February 1, if possible. Application for leave under this section shall be submitted on forms provided by the District and shall include a detailed outline of the purpose of such leave.

1. The following considerations shall be applied consistently for the granting of unpaid full-time leaves of absence:
 - a. Demonstrated benefit to the District and the applicant.
 - b. Purpose of the leave including: further study, health, travel, professional enrichment, renewal, circumstances in the immediate family or the like.
 - c. The District's ability to obtain a qualified replacement suitable to the District's needs.
 - d. Whether the applicant has already received the equivalent of a full year leave within the past four years.
 - e. Requested duration (leaves requests are more likely to be granted if requested for a whole semester or year).
2. A unit member may request an unpaid partial-day leave of absence from his/her assignment, which shall be granted if the District has a qualified replacement suitable to the District's needs.
 - a. If a partial-day leave is granted, the remaining services shall be rendered on a daily basis (for example, a unit member granted a two-period leave shall render the remaining three-fifths service on a daily basis for the duration of the leave). Unit members who are granted partial-day leaves shall be compensated in accordance with Article 15 for part-time service.
- 3.. While on leave under this section, unit members may elect to continue health and insurance coverage by arranging premium payment with the District, subject to carrier requirements and the provisions of Article 11.III.
4. Notification of a unit member's intent to return following a full-time leave under this section shall be on file with the District no later than February

1. Unit members failing to notify the District by February 1 shall have waived the rights granted under Section IV.B. of this Article and shall be placed at the discretion of the District. While on leave, the unit member shall keep his or her current address on file in Human Resources. At the discretion of the District, unit members may also be deemed to have resigned in accordance with Section IV.E. of this Article if appropriate notice is not provided.

III. Prorating of leaves for part-time unit members

- A. Part-time members at 0.5 annualized FTE who work full-time for half the year shall receive a fifty percent share of all leave benefits a full-time member receives, except that bereavement leave shall be the same as a full-time unit member (that is, three or five days off).
- B. Unit members teaching fewer than five periods per day shall receive the same number of part-time days for leave as a full-time member has full-time days; for example, sick leave equals ten part-time days for the part-time member.
- C. Unit members teaching fifty percent of each week (that is, two and one-half days per week) shall receive fifty percent or the number of days a full-time member would have received; for example, five full days for sick leave or ten half days. A nominal five-day bereavement leave would entitle such a unit member to a single two and one-half day leave.

IV. Return from leaves

A. Leave modification

A unit member on an unpaid leave of absence may request to abridge his/her leave to return at the beginning of a semester. Such request will be approved provided the District determines that an appropriate vacant position is available.

B. Mandatory/statutory

Except as otherwise provided in this Article, unit members absent because of the following leaves shall have the right to return to their last assigned school and, insofar as possible, to their previous assignment:

- Sick leave
- Personal necessity leave
- Industrial accident and illness leave
- Pregnancy disability leave
- Military leave
- Jury duty leave
- Bereavement leave
- FEA leave
- Political leave

Childcare leave
Family leave

C. Other

1. Unit members returning from other unpaid leaves of absence of one school year or less in duration shall be entitled to return to their school of last assignment, except that no probationary or permanent unit member shall be forced to transfer in order to create a vacancy for the returning unit member.
2. In the event that no vacancy is available to the returning unit member as defined herein, the returning unit member shall be placed at the discretion of the District. Such placement shall take into account the preferences of the returning unit member. Unit members returning from leaves longer than one school year in duration shall be placed in vacant positions at the discretion of the District.

D. Dues following return

Upon return from a leave during which a former unit member did not pay dues, unit membership shall automatically be reinstated and automatic deduction of dues shall resume immediately, unless the former unit member elects to pay dues in a lump sum or to become an agency fee payer and so indicates in writing to the District and to FEA.

E. Notice of intentions

This section shall apply to any full-time unpaid leave that the District has the discretion to grant or deny under this Article. As to any such leave, the District may require, as a condition for granting the leave, that the unit member in the application for the leave acknowledge an obligation to inform the District by February 1 of the then current school year of his or her intent to return to active service at the completion of the leave, and that failure to so inform the District shall be construed as a resignation effective at the end of the then current school year.

V. Certification, verification, and unauthorized leave

- A. A unit member shall certify on the monthly absence report the cause(s) for all absences.
- B. If a unit member has been absent on sick leave (not in P-3 status) for more than three consecutive duty days and the District believes that there are no valid grounds for the absences, the unit member may be required to verify the reason(s) for the absences by submitting a physician's statement or other verification. Such verification shall be requested within ten days following the last day of absence, and such verification shall be submitted within ten days following the receipt of the request.

- C. If a unit member has a pattern of sick leave absences (not in P-3 status) involving more than three absences (not necessarily consecutive) and the District believes that there are no valid grounds for the absences, the unit member may be required to verify the reason(s) for the absences by submitting a physician's statement or other verification. Such verification shall be requested within ten days following the last absence in question, and such verification shall be submitted within ten days following the receipt of the request.
- D. For any unauthorized leave, the unit member's rate of pay shall be reduced in proration to the amount of time missed for all unapproved personal absences. Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any unit member who has not faithfully performed all duties prescribed. A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves bears to the required days of service.

VI. Prohibition of other employment while on leave

Leaves as defined in this Article are for the purposes stated, and no full- or partial-day paid leaves shall be utilized to gain economic advancement or for employment elsewhere. Furthermore, unit members on a full-time unpaid leave may not undertake employment outside the District to provide credentialed service; doing so shall be deemed an immediate resignation and termination of the leave. Exceptions to these requirements under exigent circumstances may be made only with the approval of the District in consultation with FEA.

Article 8 Transfers

I. District-wide posting of vacancies

All vacancies or new openings that arise or become known during the school year, whether for classroom teaching positions, non-teaching positions, or any co-curricular position involving release time or a stipend, shall be posted at each school for no fewer than five duty days and advertised, insofar as possible, for five duty days in each school's daily bulletin. Copies of all vacancy posting notices shall be transmitted to FEA at the same time they are transmitted to the schools for posting. The deadline for submitting applications shall be at the end of the fifth day. Vacancies that arise during the summer recess period need not be posted. Unit members with applications/transfer requests on file shall be notified and offered an interview for the positions in which they have indicated an interest.

Unit members who apply for vacant positions shall, upon request, be granted an interview. Appointments will be arranged by the principal or division head/designee for all such unit members along with other candidates for the position(s). All transfer applicants requesting an interview will be interviewed before the position is filled. All

transfer applicants who were interviewed will be notified of the results of the interview.

II. Voluntary transfer

A unit member may request a transfer from one school site to another school site. All transfer requests shall be made in writing and submitted to Human Resources. To enhance the likelihood of favorable action on a transfer request, unit members are strongly urged to submit such requests no later than February 1, to ensure that the unit member's desires can be considered before planning for the recruiting season and commitments to others are made. Transfer requests shall be valid for the current school year from the date of receipt throughout the next school year. Copies of requests for transfer will be forwarded by Human Resources to the principal and appropriate department chair at both the current school and the requested destination school, so that due consideration can be given by those to be affected. A conference shall be held if either the unit member or Human Resources so desires.

III. Involuntary transfer

If the transfer of a unit member becomes necessary, volunteers will be sought from among those unit members who are qualified. If no qualified volunteer is forthcoming, an involuntary transfer may be effected in accordance with this section. Examples of reasons that a transfer may be deemed necessary include:

- A. Declining enrollment.
- B. Filling a vacancy(s).
- C. Accommodating the special staffing needs and/or requirements of any school(s) or department(s).
- D. Reduction or termination of a program(s).
- E. Initiation or expansion of a program(s).
- F. Staffing shortages or surpluses routinely encountered in the administration of schools.

Such transfer shall be initiated by the Superintendent/designee and shall be based on legitimate educationally-related needs of the District.

IV. Criteria for filling vacancies

The following criteria shall be reviewed when considering applications for a posted vacancy:

- A. The qualifications of the unit member compared to those of other candidates for both the position to be filled and the position to be vacated. Qualifications

include: credential, recent training, experience in subject area, special curricular expertise, certification requirements, and seniority.

- B. No unit member shall be involuntarily transferred to fill a vacancy if there is another unit member with less district wide seniority who is qualified to fill the vacancy, except if a qualified unit member is available at a school with an overage, that unit member must be selected first. This unit member shall be the least senior qualified at the school. If two or more unit members have the same date of hire, the tie(s) shall be broken by lottery. To protect against disruption of programs, if the least senior unit member has special curricular expertise, and if a transfer would curtail or eliminate a curricular program, that unit member shall not be involuntarily transferred. The next least senior unit member without such special expertise shall be transferred. If the least senior unit member does not possess sufficient curricular expertise to fill the vacancy, the next least senior member with the appropriate expertise shall be transferred.

V. Multiple vacancies

In the event there is more than one vacancy, a unit member to be involuntarily transferred shall have the right to indicate preferences from a list of said vacancies, and the District shall honor such requests on the basis of district wide seniority. If two or more members have the same date of hire, the tie(s) shall be broken by lottery.

VI. Notice to affected parties

All unit members who are involved in involuntary transfers, and FEA, shall be informed of the reason(s) for this action by the Superintendent/designee. In addition, if the unit member desires, a conference shall be held with the Superintendent/designee.

VII. Limit on frequency of transfer

Any unit member involuntarily transferred shall not be similarly transferred for a minimum of two years without the consent of the unit member unless the initial involuntary transfer was caused by the closing of a school.

VIII. Option to leave employment or seek further transfer

Any unit member affected by an involuntary transfer shall be informed of this action as early as possible and shall be released from employment by the District if the unit member so requests. A member so transferred may apply for any subsequent vacancy in the District for which he/she is qualified.

IX. Involuntary transfer for compelling circumstances

In the event that compelling circumstances require that a unit member be transferred on an involuntary basis for his/her welfare and/or the welfare of the District, the Superintendent/designee shall inform the unit member and FEA of the reason(s) for this action.

- A. The conclusion that the circumstances compel transfer must be based upon observations, complaints, or other issues pursuant to and consistent with the articles of this CBA. However, if in the exclusive judgment of the Superintendent or designee, there is a safety risk to employees or students, or to the educational environment of the school, the involuntary transfer can take place as appropriate or necessary. Issues within the scope of and addressable through the provisions of the discipline procedures set forth in Article 14 shall not be deemed to be compelling circumstances for purposes of this section. Furthermore, those transfers that may be deemed necessary under section III above shall proceed under that section, and shall not be deemed to arise to compelling circumstances for purpose of this section.
- B. It is the intent of the parties that the District shall have the exclusive and final decision making power with respect to a transfer for compelling circumstances, and that the unit member and FEA shall be fully informed of the reasons for the transfer, except where the District is prohibited from divulging the reason under the law.
- C. Any overage at a school resulting from an involuntary transfer for compelling circumstances shall be reconciled in accordance with the involuntary transfer provisions of Section III above.

X. School closure

In the event that a decision is made to close a school, Article 8 of this CBA shall be suspended in the semester immediately preceding the actual closure of a school and the transfer procedures in Article 25 shall apply and be implemented. Article 8 shall be reinstated following the conclusion of the school closure process under Article 25.

XI. Substitute pool

In the event there are more unit members district wide than called for in this CBA for one or more curricular areas, the District may establish a pool of substitutes formed of unit members who will do day-to-day substituting in lieu of having a regular class assignment.

- A. Once it is clear that there is an overage of unit members in a particular curricular area, volunteers shall be sought from among the unit members district wide who would be willing to become substitutes in lieu of having a regular class assignment and whose assignment as a substitute would diminish the overage. If an insufficient number of volunteers come forward to cure the overage, assignments shall be made in accordance with applicable portions of Section III above. Section VI above shall not apply to substitute pool transfers.
- B. Unless otherwise agreed, unit members who are in the pool of substitutes shall be assigned substitute duties in accordance with the following preference guidelines:

- First The unit member's regularly assigned school in his/her curricular area of expertise for a long-term assignment.
 - Second: A different school in the unit member's area of curricular expertise for a long-term assignment.
 - Third: The member's regularly assigned school in his/her curricular area of expertise for a short-term assignment.
 - Fourth: A different school in the unit member's area of expertise for a short-term assignment.
 - Fifth: The unit member's regularly assigned school in a curricular area not within his/her professional expertise on a short-term assignment only.
 - Sixth: A different school in a curricular area not within the unit member's professional expertise on a short-term assignment only.
- C. A unit member in the substitute pool who serves in a Category A position shall have the option to substitute only at the school in which he/she performs Category A duties.
 - D. If a substitute pool unit member is incorrectly assigned, it shall be corrected on the next assignment or sooner, if possible. Such mis-assignments are not subject to the grievance procedure of this CBA; however, individual substitute pool unit members may, by agreement, alter the above sequence or otherwise agree on a substitute assignment.
 - E. There shall be no reduction of salary, benefits or movement on the salary schedule or other terms and conditions of employment that normally accrue to unit members because of the unit member's participation in the pool of substitutes.
 - F. If it becomes necessary to develop evaluation procedures to address the special circumstances of the substitute pool, such language shall be mutually developed and agreed to between FEA and the District.
 - G. The process of establishing a pool of substitutes will be repeated as necessary on a semester basis.

Article 9 Unit members not in classroom teaching positions

I. Guidance Counselors and Guidance Resource Teachers.

A unit member serving in a guidance position and holding a Pupil Personnel Services

credential shall be referred to as a Guidance Counselor. A unit member in a guidance position who holds a California Clear Credential for teaching but not a Pupil Personnel Services credential shall be referred to as a Guidance Resource Teacher (“GRT”).

- A. If requested by the site principal, Guidance Counselors and GRTs shall be required to work a total of up to five additional days immediately prior to the start or immediately after the end of the school year. Compensation time of up to 5 hours per day may be earned for the additional days. Dates for these additional days and for use of the corresponding compensation time will be negotiated between the Guidance Counselor or GRT and the site principal prior to the end of the preceding school year. If no agreement is reached on the dates for compensation time use, the default days shall be the three days preceding Thanksgiving and the last two school days before the December break. For newly hired Guidance Counselors and GRTs in the first year of service, the dates of additional days and the dates for use of compensation time shall be determined at the principal’s discretion, but must be set and communicated to the member in question within thirty days of hiring.
- B. Guidance Counselors and GRTs shall be required to attend or lead up to five night meetings per year. The dates for these additional evenings will be negotiated between the Guidance Counselor or GRT and the site principal. Compensation time of up to 3 hours per evening may be earned for the night meetings.
- C. Guidance Counselors and GRTs are required to attend the Back to School Night for their assigned site along with other unit members.
- D. One member from the Guidance Counselor/GRT team at each school site shall be required to attend that site’s Department Chair Meetings as a representative of the team.
- E. Guidance Counselors and GRTs shall have the same opportunities to participate in and be compensated for staff development days under Article 23 as other unit members.

II. Psychologists

During the summer whenever there is a need for a consultant psychologist for psychological testing and follow-up on such testing, unit member psychologists, if available, shall have the first right of acceptance or refusal for assignments for which they are qualified. Compensation for full days worked beyond the number of actual duty days shall be at the unit member’s per diem rate.

III. School Nurse Consultant

The School Nurse Consultant may be called upon to work up to 20 additional days per year, for a total of 204 days. Compensation for these additional days shall be at the per diem rate determined from the then-effective salary schedule. For each such duty day up

to 204, the School Nurse Consultant may be asked to be available by phone for up to two (2) hours per day in excess of the normal duty hours for purposes of communication with medical professionals and parents in connection with individual student health issues. Compensation for such additional hours as documented by time sheets shall be at the prevailing hourly rate in accordance with Article 15 III. An additional ten days of on-call duty per year, as document by time sheets, may be compensated according to the full-time summer school pay scale.

Article 10 New teacher support

To assist in the induction and development of new teachers, FEA and the District agree to establish a New Teacher Support Advisory Board, and to provide for New Teacher Advisors to assist participating teachers. To that end, the parties agree as follows.

I. Advisory board

The New Teacher Support Advisory Board (“NTSAB”) shall consist of nine members; five shall be unit members who are certificated classroom teachers with permanent employment status appointed by FEA, and the remaining four shall be administrators appointed by the District. The NTSAB shall establish its own meeting schedule. To form a quorum, two-thirds of the members must be present. The NTSAB is charged with establishing rules and procedures, ensuring that the program is effectively operated and periodically evaluated, and selecting New Teacher Advisors. The Superintendent shall designate a Program Lead Administrator to serve on the NTSAB.

II. New Teacher Advisors

- A. The NTSAB shall establish a process for the selection of New Teacher Advisors, and determine the necessary qualifications. New Teacher Advisor positions shall be established and maintained in compliance with Article 5 XI above, as Non-standard Duty Assignments, and will be subject to all provisions of that section.
- B. To provide for availability at times most critical for new teachers, New Teacher Advisors may be required to work up to five days prior to the established first mandatory duty day of the school year. Compensation time for such service may be arranged for times of less critical need, as coordinated with the NTSAB. Any unused compensation time shall be forfeited at the end of the school year.

III. Participating teachers

Participation by unit members who are eligible for new teacher support shall be optional.

Article 11 Part-time unit members

I. In general

Unit members may submit a written request for part-time employment status. All

requests for part-time employment shall be considered before any reduction(s) in staff occur due to declining enrollment. If the request is denied, the Superintendent or his/her designee shall notify the requesting unit member of the reasons for denial. Once granted, part-time status can be revoked by the District only with the consent of the unit member. A unit member may seek to revoke that status through the procedures in section IV below.

A. Options for part-time scheduling

In all cases, scheduling of part-time employment shall be agreed upon by the unit member and the District. Part-time service shall be either:

1. Part-time all year during the regular school term, or
2. Full-time during the fall semester with the spring semester off or full-time during the spring semester with the fall semester off, only if the unit member is involved in sharing the same full-time job with another unit member who has chosen to work part time in accordance with this section. If one of the participants in a shared full-time job returns to full-time employment or resigns, the other participant shall return to full-time service unless or until another qualified unit member is willing to share the same full-time position.

II. Duties

A. Meeting attendance

Part-time unit members shall be required to attend no more than one faculty meeting a month and no more than one department meeting a month provided that such meetings are immediately adjacent to or within one hour of the beginning or ending of the unit member's teaching assignment. If alternative meetings are provided by the administration which meet the time constraints, the unit member shall attend them in lieu of the regularly scheduled meetings. However, part-time unit members may be required to attend emergency meetings or professional growth meetings essential to the member's assignment at any time.

B. Duty day

The duty day for part-time unit members shall be determined by their annualized FTE and the number of days taught. For example, a 0.6 annualized FTE, who teaches the full academic year, shall have a duty day that is 60% of 450 minutes or 270 minutes when averaged over ten school days. A 0.5 annualized FTE, who teaches for one-half the days in the academic year, shall have a duty day that is 450 minutes when averaged over ten school days.

C. Non-paid co-curricular duties

Unit members on a part-time assignment shall be assigned a pro rata share of the average of the non-paid co-curricular supervision duties for the school to which

they are assigned. The decision as to the type and time of these activities will be made by the principal or his/her designee after consultation with the unit member. In making the decision as to the type and time of these activities, the principal or his/her designee shall consider other commitments the member may have.

D. Study hall duty

Part-time teachers may volunteer to cover a study hall at the standard hourly pay rate.

III. Benefits and compensation

A unit member in part-time status at .5 FTE or greater shall receive the same health and welfare benefits as a full-time unit member if the part-time unit member reimburses the District for the difference between the unit member's pro rata share and the District's costs of the health and welfare benefits. Part-time unit members who do not reimburse the District as described above shall receive neither benefits nor compensation in lieu of benefits. Part-time unit members who change to or are hired at less than .5 FTE after February 1, 2009 shall not be eligible for benefits or for compensation in lieu of benefits under this CBA for the duration of employment at less than .5 FTE. Those part-time unit members who were at less than .5 FTE and paying for full benefits as of February 1, 2009 may continue in that status, continue reimbursement payments, and continue to receive benefits. Compensation for part-time unit members shall be as provided in Article 15.

IV. Return to full-time status

Whenever possible, a part-time unit member shall be permitted to increase his or her assigned duties by one or more periods to fill open permanent or temporary position(s), subject to the conditions that follow:

- A. the proposed increase in duties will not affect the full-time status of other unit members
- B. the proposed increase in duties will not result in a multi-school assignment
- C. for a teacher, an opening exists for a course that the unit member is properly credentialed to teach or for a non-teaching position for which the unit member is fully qualified
- D. for a psychologist, an opening exists for a psychologist, or for a course that the unit member is properly credentialed to teach
- E. for a Guidance Counselor or GRT, an opening exists for a guidance position, or for a course that the unit member is properly credentialed to teach
- F. for a Library Media Teacher, an opening exists for a library position, or for a course that the unit member is properly credentialed to teach

A unit member on a part-time assignment shall have a priority ranking for re-entry into full-time status over a new full-time applicant, and over unit members on a part-time assignment of any kind with less seniority in the District. In cases where unit members have equal seniority in the District, but differing numbers of periods in their assignment, and a full-time position is available for which both are equally qualified, a lottery will be employed to determine which unit member receives the full-time position.

V. Part-time employment with full-time retirement benefits (*Willie Brown*)

A. Eligibility

Eligible unit members may reduce their workload from full-time to part-time duties while retaining entitlement to receive retirement benefits as if employed full-time. To qualify, a unit member must:

1. have reached the age of fifty-five or have completed 30 years of service as required by STRS or PERS, and
2. have been employed full-time in positions requiring certification for at least ten years, of which the immediately preceding five years were in full-time employment in the District.

B. Application

Eligible unit members may submit a written request for part-time employment status. All requests for part-time employment shall be considered before any reduction(s) in staff occur due to declining enrollment. If the request is denied, the Superintendent or his/her designee shall notify the requesting unit member of the reasons for denial. Once granted, part-time status can be revoked only with mutual consent of the District and the unit member, and subject to any restrictions imposed by STRS or by law.

C. Minimum workload

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required of the unit member during his or her final year of service in a full-time position. Such part-time service shall be either:

1. Part-time for a minimum of three periods or 50% of the contractual workday all year during the regular school year, or
2. Full-time for a minimum of one half of the service days in a school year, with the balance of the school year off, provided that the District's staffing needs can be met. If the unit member is involved in sharing the same full-time job with another member who has also chosen to work part time and one of the participants in a shared full-time job returns to full-time employment or resigns, the other participant shall return to full-time service unless or until another qualified unit member is willing to share

the same full-time position.

D. Retirement fund contributions

The District and the unit member shall make the contribution required of full-time unit members to the State Teachers' Retirement System. Such contribution shall be based on the amount that the unit member would be earning should the unit member be employed full time.

E. Benefits and sick leave

Unit members in this status shall receive the same health and welfare benefits provided to full-time unit members. For computation of sick leave, he or she shall be entitled to that portion of the paid sick leave per year provided in Article 7 corresponding to the member's annualized FTE service. For example, a member providing full-time service for one half of the service days under section V.C.2 immediately above (0.5 annualized FTE) shall be entitled to 50% of the paid sick leave provided in Article 7. All other rights and benefits shall be retained provided that the part-time unit member makes the same payments (if any) that would be required if still in full-time status.

Article 12 Department chairs

I. Selection process

The selection process for Department Chairs is intended serve to several goals: provide qualified staff for each position, permit unit members to participate in the process, provide for periodic review of each position, and maintain overall school stability by limiting the number of changes made in any one year. Department Chairs shall be selected by the principal, in consultation with the faculty, as set forth below. Department Chairs shall be subject to review and re-application on a three year cycle, as set forth in the rotation matrix provided below. No Department Chair has any entitlement to re-appointment, regardless of length of time served in the position. To ensure accessibility to departmental colleagues and to the administration, all Department Chairs must be full-time teachers. Any full-time member of the department may apply.

A. Interview process

An interview panel shall be formed for each Department Chair position under review, even if only one candidate applies, and even if that one candidate is the incumbent. The interview panel shall include a representative from each of the English, Mathematics, Science, Social Studies, Special Education, and World Language departments. Representatives from all other departments shall be invited, but their attendance is not mandatory. The FEA site President shall communicate with the unit members to solicit department representatives. The unit members of each department, not the site administrators or department chair, shall select their representative. Any unit member of the department who is not a candidate for the position may be selected by the department as the

representative.

II. Out-of-sequence review

The parties recognize that from time to time performances issues might arise. In that event, the principal may, for good cause, re-open the application process before the time set in the rotation matrix. However, it is expected that this will be done sparingly and only as necessary, to minimize disruption, and that the position will remain subject to re-application on the original schedule in the rotation matrix. Similarly, if a Department Chair voluntarily leaves the position, any replacement will serve until the next regular rotation date.

III. Duties

Department Chairs will emphasize working cooperatively with staff members to develop curriculum that will stimulate the appropriate learning and support state standards and Board adopted policies.

IV. Release time

Department Chairs for the English, Mathematics, Social Studies, and Science departments shall be granted one period of release time for the purpose of performing Department Chair duties. To ensure that this release period is available for use for departmental purposes, Chairs for the above named departments are not eligible to take on an additional teaching section. Thus, Department Chairs for these departments are expected to teach four sections and have 2 ERAPs over an academic year, with one departmental release period. No stipend is provided.

V. Stipends

Department Chairs for the following departments shall receive an annual stipend based upon the number of total sections in the department, but no departmental release period:

- Art
- Business
- Industrial Technology
- Living Skills
- Music
- Physical Education

Annual stipend amounts are as follows: 1 – 10 sections, \$3000; 11-20 sections, \$3500; 21 or more sections, \$4500.

VI. EL Coordinators

A. An EL Coordinator must be a full-time unit member. However, in light of the wide variation in number of students served, nature of the population served, or other conditions unique to a particular site, and the need for equity in duty assignments for all EL coordinators, variation from site to site is expected in the duties and compensation for the position. To address these variations, the District shall consult with FEA annually in the Spring regarding the needs anticipated at

each site for the coming year for the EL Coordinator position in the number of classes to be taught, and what compensation (release period(s) or stipend) is appropriate. The aim would be to reach agreement in time for the creation of site staffing plans and master schedules. Depending upon site characteristics, the EL Coordinator at a site with relatively few EL students would receive a stipend, while schools with more comprehensive and involved EL program would allocate one or more release periods. Stipend amounts shall not exceed the maximum stipend set above for Department Chairs. Criteria to be considered each year shall include the total number of English learners, ratio of newcomer English learners to long-term English learners, quantity and nature of support provided by administrators, Guidance Counselors, and/or para-educators, and the volume and nature of responsibilities performed.

B. Additional duty days

In accordance with Article 5 I above, EL Coordinators may be required to work up to seven additional days in the summer, at the request of local site administration, who will determine the need for, schedule, and extent of such services. The additional duty will be set within the 5 days immediately after end of school and/or five days before beginning of school. Compensation for the additional services will be computed from the unit member's per diem rate derived from salary schedule placement.

VII. World Languages

World Languages Department Chairs shall be treated according to section V above (stipend) if the department has 45 or fewer total sections, and according to section IV above (release period) if the department has more than 45 total sections.

VIII. Review cycle matrix

	CHS	FHS	HHS	LHS	MVHS
English	1	2	1	3	2
Mathematics	3	3	2	1	1
Social Studies	2	1	3	2	3
Science	1	2	1	3	2

	CHS	FHS	HHS	LHS	MVHS
Art	3	3	2	1	1
Business	2	1	3	2	3
Industrial Technology	1	2	1	3	2
EL Coordinator	3	3	2	1	1
Living Skills	2	1	3	2	3
World Languages	1	2	1	3	2
Music	3	3	2	1	1
Physical Education	2	1	3	2	3

Notes: Schools review NO MORE than four chairs in any single year.

Across the District, departments review NO MORE than two chairs in any single year.

Chairs with a (1) in the matrix will be reviewed during the 2015-2016 academic year.

Chairs with a (2) in the matrix will be reviewed during the 2016- 2017 academic year.

Chairs with a (3) in the matrix will be reviewed during the 2014-2015 academic year.

Article 13 Workplace safety

I. Compliance with regulations and safety codes

Neither the District nor any unit member shall knowingly violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA), or the California Fire Code.

II. Assault on unit members

Unit members shall immediately report any threats, assault, and/or battery suffered in connection with their employment to their site principal or designee who shall immediately take appropriate action and report the incident to the police and notify the District Superintendent.

III. Unsafe conditions

The District shall not knowingly require unit members to perform tasks that present a clear and present danger to the health or safety of the unit member. Any unsafe condition noted by a unit member shall be reported to the site principal or designee. The principal or designee shall investigate the condition and report to the unit member the findings of the investigation, any repairs needed, and the timeline for correction of the unsafe condition.

IV. CPR program

The District shall provide one or more opportunities per year for unit members to participate in a cardiopulmonary resuscitation (CPR) course. Participation shall be voluntary. At least one opportunity shall be offered on a duty day or as an alternative for eligible unit members during a scheduled teacher work day.

Article 14 Evaluation and discipline

I. General principles

The principal objective of evaluation is to maintain or improve the quality of education in the District and provide for the performance accountability of unit members. Each unit member shall be held accountable for only the aspects of the educational program over which the member has authority and control.

II. Timing and calendar considerations

The evaluation period shall commence on the first duty day of the school year and shall continue until the final summary evaluation conference is concluded in the spring. The basic sequence of events in the standard evaluation of a unit member shall be as follows:

Reflective conversation / professional dialog

Observation

Pre-observation conference(s) (optional)

Observation(s)

Written observation report(s) given to unit member

Post observation conference(s)

Written summary evaluation/conference

Pre-summary evaluation conference

Summary evaluation report

Post-summary evaluation report conference (if requested by unit member)

Provisions for an alternate evaluation process are also set forth below.

III. Standards for evaluation

A. Classroom teachers

The fundamental basis for evaluation, and the foundation for summary evaluation, is the California Standards for the Teaching Profession (CSTP). These standards are to be applied in light of the duties and responsibilities contained in this CBA, job descriptions, school and district regulations specifically related to the unit member's assignment, and specific responsibilities set forth in the School Plan, if applicable.

B. The CSTP

The standards are as follows:

Standard 1

Engaging and Supporting All Students in Learning

1.1 Using knowledge of students to engage them in learning

1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests

1.3 Connecting subject matter to meaningful, real-life contexts

1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs

- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Standard 2

Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Standard 3

Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Standard 4

Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Standard 5

Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Standard 6

Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

C. Non-teaching members

The basis for the summary evaluation for non-teaching members shall be the same elements as for teaching members when they are appropriate, viewed in light of the different job responsibilities for such positions.

D. Aids to meeting standards

The District provides electronic communication facilities that may assist unit members who are classroom teachers in meeting the standards. In particular, teachers are encouraged (although not required) to post class assignments on-line, or otherwise make them accessible to students and families off-site. Because teachers have other avenues for meeting the standards, failure to exploit such communication opportunities by itself shall not be deemed a negative factor in any unit member's evaluation.

IV. Annual conference

By October 1 of each year, each unit member will meet with the evaluating administrator for a reflective conversation/professional dialogue that might include, but is not limited,

to the unit member's intended emphasis from the CSTP shown above. At the Annual Conference a determination shall be made regarding the evaluation process to be followed for that school year, whether the standard process or alternative process. Nothing discussed in the Annual Conference shall preclude the administrator from evaluating the teacher on all elements as outlined in section III above.

V. Alternative process

Each permanent certificated unit member who has received a satisfactory rating on his or her last evaluation is entitled to opt for an alternative evaluation process. This alternative process will be developed collaboratively and agreed upon by the evaluator and the unit member and may include a mid-year process review. One purpose of this option is to allow an evaluation that is customized to the unit member's situation, interests, and needs, and to permit the value of the evaluation process to the unit member to be maximized. Proposals for the particular process to be used may be suggested by either the unit member or the evaluator. If no agreement on the particular process to be used is reached between the unit member and the evaluator, the unit member will be evaluated according to the standard process. If the alternative process is selected, it shall remain in effect for the entire evaluation period, unless there is agreement to return to the standard process.

VI. Standard evaluation details

A. Observation – Classroom Teacher

1. Pre-observation conference

A pre-observation conference is optional and may be requested by the evaluator or the teacher. The pre-observation conference is an opportunity for the unit member to describe to the observer the classroom activities and curricular objectives that may be observed during a period of time in which the observation could take place.

2. Duration of observation

For both probationary/temporary and permanent unit members, the observation report shall be based upon a period of at least forty minutes or one full period, whichever is longer, unless the observer and member agree to a different time period. In addition, the observer may make observations for less than a full class period. In the event the observer intends to use information gathered during the shorter observation period as part of the observation report and/or in the summative evaluation, such information shall be conveyed to the unit member in the form of a memorandum. A copy of the memorandum shall be provided to the member within fifteen days of the shorter observation.

3. Post-observation report

The full-period observation shall be followed by a post- observation report conference in which the observer and member shall review the written observation(s). In the event the evaluator chooses to write a memorandum

following a shorter observation as described in part VI.2. above, an observation conference shall be held if requested by either the unit member or the evaluator. The form for the post-observation report shall be as follows:

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated Employee Classroom Observation Report

Name:		School:		Date:	
Position:	(subject) Teacher	Class Observed:		Observation Length:	

Employment Status: Intern Temporary Probationary 1 Probationary 2 Permanent

Standard #1: Engaging and supporting all students in learning	Comments
<ul style="list-style-type: none"> • Using knowledge of students to engage them in learning • Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests • Connecting subject matter to meaningful, real-life contexts • Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs • Promoting critical thinking through inquiry, problem solving, and reflection • Monitoring student learning and adjusting instruction while teaching 	

Standard #2: Creating and maintaining effective environments for student learning	Comments
<ul style="list-style-type: none"> • Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully • Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students • Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe • Creating a rigorous learning environment with high expectations and appropriate support for all students • Developing, communicating, and maintaining high standards for individual and group behavior • Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 	

- Using instructional time to optimize learning

Standard #3: Understanding and organizing subject matter for student learning	Comments
<ul style="list-style-type: none"> • Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • Applying knowledge of student development and proficiencies to ensure student understanding of content • Organizing curriculum to facilitate student understanding of the subject matter • Utilizing instructional strategies that are appropriate to the subject matter • Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content 	

Standard #4: Planning instruction and designing learning experiences for all students	Comments
<ul style="list-style-type: none"> • Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan • Establishing and articulating goals for student learning • Developing and sequencing long-term and short-term instructional plans to support student learning • Planning instruction and incorporates appropriate strategies to meet the learning needs of all students • Adapting instructional plans and curricular materials to meet the assessed learning needs of all students 	

Standard #5: Assessing student learning	Comments
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<ul style="list-style-type: none"> • Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families 	
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Standard #6: Developing as a professional educator	Comments
<ul style="list-style-type: none"> • Reflecting on teaching practice is support of student learning • Establishing professional goals and engaging in continuous and purposeful professional growth and development • Collaborating with colleagues and the broader professional community to support teacher and student learning • Working with families to support student learning • Engaging local communities in support of the instructional program • Managing professional responsibilities to maintain motivation and commitment to all students • Demonstrating professional responsibility, integrity, and ethical conduct 	

Employee Strengths:

Opportunities for growth?

Additional evidence needed to complete all six standards:

Overall Rating: Satisfactory Needs Improvement Unsatisfactory

Evaluator's Signature: _____ Printed Name: _____ Date: _____

Evaluatee's Signature: _____ Printed Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

4. Use of the report in summary evaluations

For unit members on a two year evaluation cycle, observations conducted in either of the preceding two years may be used in preparing summary evaluations. However, if material of a negative nature is to be included in the summary evaluation, such material can only come from observation reports from the year in which the summary evaluation takes place.

B. Observation – non-teaching unit members

The terms and conditions specified for classroom teachers in Sections 1 - 4 above shall also apply for probationary/temporary and permanent unit members who are not in classroom teaching assignments. The unit member has the responsibility to inform the observer of the nature of confidentiality, if appropriate, while observing the unit member perform his/her specialized duties.

C. Negative observations

After a negative observation, but prior to the post observation conference, the unit member shall have the right to receive a copy of the observation report and shall have the right to have FEA representation at the observation conference. Any unit member who receives a negative observation report shall, upon request, be entitled to one subsequent observation of a different class, post-observation conference, and written observation report for the requested observation. Nothing shall preclude the District from conducting additional observations of any class. Subsequent observations shall include observations of class period(s) other than that class observed in the initial observation, and where possible a different course taught by the unit member.

- a. The unit member's immediate supervisor, principal/designee, or, in the case of District Office personnel, the Superintendent/designee, shall identify and promptly notify the unit member of deficiencies following the observation and shall assist in a timely manner with positive action to correct any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendation.
- b. If a unit member receives a negative observation report, he/she may select an alternate observer from that school site's management team, and subsequent observation(s) shall be conducted by the newly selected observer. Only one such change may occur during an evaluation cycle. Nothing contained herein shall preclude the District from assigning additional observers.

VII. Less than satisfactory evaluations

No unit member shall receive a "Needs Improvement" or "Unsatisfactory" summary evaluation unless the evaluation procedures of this Article have been followed

VIII. Summary evaluation

A. Permanent unit members

Except as provided in section 1. below, each permanent unit member shall be formally evaluated in writing at least once every two years of service (time spent

away from the district on a leave of absence of a year or more need not be counted for this purpose). A unit member may be evaluated annually at the option of the evaluator. Each evaluation shall be completed no later than May 1 of the year in which the evaluation takes place.

1. Lengthened cycle

For eligible permanent members, the evaluation cycle may be lengthened to at least once every five years, in accordance with Education Code § 44664(a). To be eligible, a member must:

- a. have been employed by the District for at least 10 years;
- b. be designated as highly qualified within the meaning of 20 U.S.C. § 7801; and
- c. have been rated as meeting or exceeding standards on the unit member's most recent previous evaluation.

The lengthened cycle provided by this section requires the mutual consent of the evaluator and the unit member. Such consent may be withdrawn by either at any time.

B. Probationary/temporary

Each probationary/temporary unit member shall be observed at least two times per year. Each probationary/temporary unit member shall be formally evaluated in writing at least once per year, no later than May 1.

C. Pre-report conference

Prior to April 15 and preceding a written summary evaluation report, the unit member and the evaluator of record shall hold a pre-summary evaluation conference. This meeting shall take place in the classroom, administrator's office or other appropriate place agreed upon. Teachers are to share at the meeting documentation/confirmation of their choice, which they believe support the achievement of the CSTP shown above.

1. The evaluator may ask unit members for additional documentation/confirmation regarding standards of evaluation at the time of the pre-summary evaluation conference if in his/her opinion the documentation/confirmation shared does not adequately support one or more of the standards. The unit member may choose which additional material would best support the request.

IX. Written reports

Following the pre-summary evaluation conference, the evaluator shall prepare a written evaluation and assessment report of the unit member's performance. The written evaluation report shall be transmitted to the unit member not later than May 1 for the school year during which the evaluation is taking place. If an alternative process has been followed, a report regarding the level of success attained by the unit member as a result of the alternative evaluation process shall be prepared by the evaluator as the summary evaluation and signed by the evaluator.

- A. Within five days following the receipt of the written evaluation report, the teacher shall sign and return the original copy of the report to the administrator/evaluator. A post-summary evaluation conference shall be held, if requested by the unit member, no later than the last working day of May.

- B. Comments in the Commendations/Suggestions section of the summary evaluation for unit members shall be referenced to the appropriate standards. No comments in this section of the summary evaluation shall be included which are not referenced to the standards.
- C. If negative evaluative comments are to be included by the evaluator as an addendum to the written summary evaluation, such inclusion shall be accompanied by a statement written by the unit member, if the unit member so desires. However, a unit member shall not receive a lesser rating than that given at the final evaluation conference.
- D. If the evaluator chooses to include positive narrative comments as an addendum to the written summary evaluation after the transmission of the evaluation report, the evaluator may change an “Unsatisfactory” rating to a “Needs Improvement” rating or “Satisfactory” rating or may change a “Needs Improvement” rating to a “Satisfactory” rating.
- E. A member may attach written comments to his/her written summary evaluation, which shall be included in his/her personnel file subject to the following procedure:
 - 1. The information shall be submitted in writing to the evaluator and a conference may be held to discuss the inclusion. If the evaluator does not wish to amend the summary evaluation, the member may have his written comments attached to the summary evaluation and included in his/her personnel file.
- F. The forms for the written summary evaluation shall be as reproduced below (separate forms are provided for unit members in non-classroom teaching positions).



FREMONT UNION HIGH SCHOOL DISTRICT
Certificated Employee Summary Evaluation

Name:	School:	Date:
Courses Taught:		Evaluation Year:
		Yes No

Employment Status: Intern Temporary Probationary 1 Probationary 2 Permanent

Standard #1: Engaging and supporting all students in learning

Standard #2: Creating and maintaining effective environments for student learning

Standard #3: Understanding and organizing subject matter for student learning

Standard #4: Planning Instruction and designing learning experiences for all students

Standard #5: Assessing student learning

Standard #6: Developing as a professional educator

Commendations:

Areas to work on before next evaluation:

Overall Rating:

Satisfactory

Needs
Improvement

Unsatisfactory

PAR Referral

Evaluator's Signature: _____ Printed Name: _____ Date: _____

Evaluatee's Signature: _____ Printed Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)



FREMONT UNION HIGH SCHOOL DISTRICT
Certificated SLP Summary Evaluation

Name:	School:	Date:
Courses Taught:		Evaluation Year: Yes No

Employment Status: Intern Temporary Probationary 1 Probationary 2 Permanent

A. Organizational skills

B. Interpersonal Skills

C. Intervention

D. Evaluation and Assessment

E. Developing as a professional educator

Commendations:

Areas to work on before next evaluation:

Overall Rating:

Satisfactory

Needs Improvement

Unsatisfactory

PAR Referral

Evaluator's Signature: _____

Printed Name: _____

Date: _____

Evaluatee's Signature: _____ Printed Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated LMT Summary Evaluation

Name:	School:	Date:
Courses Taught:		Evaluation Year: Yes No

Employment Status: Intern Temporary Probationary 1 Probationary 2 Permanent

A. Organizational skills

B. Creating and Maintaining Effective Environments for Student Learning

C. Uses Instructional Strategies Which Engage and Support All Students in Learning

D. Understanding and Organizing Subject Matter for Student Learning

E. Planning Instruction and Designing Learning Experiences for All Students

F. Developing as a professional educator

Commendations:

Areas to work on before next evaluation:

Overall Rating:

Satisfactory

Needs Improvement

Unsatisfactory

PAR Referral

Evaluator's Signature: _____ Printed Name: _____ Date: _____

Evaluatee's Signature: _____ Printed Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated School Psychologist Summary Evaluation

Name:	School:	Date:
Courses Taught:		Evaluation Year: Yes No

Employment Status: Intern Temporary Probationary 1 Probationary 2 Permanent

A. Organizational skills

B. Interpersonal Skills

C. Intervention

D. Evaluation and Assessment

E. Developing as a professional educator

Commendations:

Areas to work on before next evaluation:

Overall Rating:

Satisfactory

Needs Improvement

Unsatisfactory

PAR Referral

Evaluator's
Signature: _____

Printed
Name: _____ Date: _____

Evaluatee's
Signature: _____

Printed
Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated Guidance Counselor Summary Evaluation

Name:	School:	Date:	
Courses Taught:		Evaluation Year:	Yes No

Employment Status: Intern Temporary Probationary 1 Probationary 2 Permanent

A. Organizational skills

B. Interpersonal Skills

C. Uses Instructional Strategies Which Engage and Support All Students in Learning

D. Understands and Organizes Subject Matter For Student Learning

E. Interventions

F. Developing as a professional educator

Commendations:

Areas to work on before next evaluation:

Overall Rating: Satisfactory Needs Improvement Unsatisfactory PAR Referral

Evaluator's
Signature: _____

Printed
Name: _____ Date: _____

Evaluatee's
Signature: _____

Printed
Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

X. Mitigating circumstances

The unit member's performance may be constrained by factors such as previous achievement levels of student, availability of support personnel, student transiency rate, physical environment and other pertinent factors. Such constraints shall be considered by the evaluator wherever applicable. During the course of the evaluation period, mitigating circumstances may arise which require the modification of the evaluation parameters. The necessity for review of the evaluation criteria shall be determined either by the unit member or the evaluator, and the determination of new evaluation elements shall be arrived at in accordance with section III above, with the waiver of time limitation.

XI. Data for evaluation – limits

Any data which are deemed to be of such a negative nature as to be included in the summary evaluation shall be committed to writing and discussed with the member within thirty days of any event in the pattern, unless extended by agreement. Hearsay is expressly excluded from the evaluation process except as relating to the evaluation elements enumerated in section III. Results of standardized tests or district wide criterion-referenced tests shall not be used in the performance evaluation of a unit member, unless by agreement. Material in the work site file not considered during a previous evaluation and/or addendum shall not be considered during a subsequent evaluation.

XII. Self assessment – warning of liability

Should a unit member choose to assess his/her own performance, such member shall be notified before revealing the substance of such self-assessment that the matter contained therein may adversely affect his/her job security and that the unit member is not required to reveal such self-assessment.

XIII. Rating system

Unit members' evaluations will be based on a three-point scale of "Satisfactory," "Needs Improvement," or "Unsatisfactory." The evaluator must include narrative comments in the case of "Needs Improvement" or "Unsatisfactory" ratings and is encouraged to make comments on "Satisfactory" rating.

XIV. Grievability

The evaluation of unit members, except for alleged violations of procedural matters, shall not be subject to the grievance procedure.

XV. Complaints

A complaint regarding a unit member made to an administrator by any parent, student, or other person which, in the opinion of the administration, does or may influence the evaluation of the unit member shall be discussed with the unit member. Should the principal/designee or involved unit member deem it appropriate, a meeting shall be scheduled with the complainant, member, and principal/designee to review the stated concern. An FEA representative may be present at said meeting if so requested by the unit member.

XVI. Discipline procedures

The following procedures shall be used in the event that the alleged behavior of a unit member is, in the opinion of an administrator, a breach of the CBA and/or Board Policy(s), District Administrative Regulations and/or established rules and regulations. This section does not address the termination of any unit member and does not include

the implementation of Education Code §§ 44929.21, 44939, 44940, 44941, and 44942. For purposes of this article, discipline refers to reprimands (verbal or written) and notices of unprofessional conduct (45 day notices under Education code § 44938 but not 90 day notices).

A. Progressive discipline

Progressive discipline shall be utilized in all responses to unit member misconduct, except when this conduct is of a serious nature. Verbal reprimands shall normally precede written reprimands. If the offense is significant and the District determines that the health and/or safety of students or employees is at issue, the District may skip steps in the progressive discipline process.

1. Verbal reprimands

The unit member will be clearly informed that he/she will receive a verbal reprimand. The verbal reprimand will then take place without a written reprimand to the file. If the offense is not of particular severity, the administrator(s) may choose to have several verbal discussions/reprimands, and/or several entries into the unit member's work site file without ever entering anything into the unit member's permanent personnel file at the district office.

2. Written reprimands

A written reprimand may follow when there is additional misconduct within a short period of time. If there is subsequent misconduct within the same semester, or the subsequent two semesters of the first violation, the unit member may receive a written reprimand. The written reprimand may be placed in the unit member's District personnel file. The unit member shall be permitted a reasonable amount of time, (up to ten working days) to receive assistance in preparing a rebuttal or reply that will be placed in the personnel file. Written reprimands or notices of unprofessional conduct should be reasonably imposed as they relate to the seriousness of the misconduct and of the number and frequency of prior incidents of misconduct.

B. Serious misconduct

Serious misconduct is defined as an offense that would initiate charges under Education Code § 44932. Serious misconduct may be described in writing and placed in the member's personnel file on the first offense. The unit member may attach his/her comments to the written reprimand and/or notice of unprofessional conduct within ten working days.

C. General provisions

1. Initially, the principal or immediate supervisor shall investigate the alleged acts or omissions. A fair and objective investigation establishing the necessity for disciplinary action should precede any such action. No unit member shall be disciplined without just cause.

2. The investigating administrator shall review those findings with the unit member, and the unit member shall be informed of the consequences of his/her conduct.
3. Disciplinary action should be appropriate and reasonably related to the nature of the offense. Rules, orders, and penalties should be applied fairly and equitably. Hearsay testimony shall not be relied upon in a written reprimand.
4. Upon request of the unit member, an FEA representative may be present at any stage of the discipline process involving a meeting with the unit member.
5. Under no circumstances shall these provisions be construed as anything other than a reprimand or notice of unprofessional conduct procedure nor shall these provisions be interpreted as placing any requirement on the District (even procedural) which would prevent otherwise appropriate actions to ensure compliance with the CBA and/or Board Policy(s), District Administrative Regulations, and/or established rules and regulations not in conflict with this CBA.

Article 15 Compensation

I. Revenue share allocation process

The parties agree that the revenue share allocation process shall serve as a basis for working together to determine unit members' fair share of District revenues, and to acknowledge the need for the continuing fiscal integrity of the District. The District and FEA acknowledge the value and need to give consideration to compensation paid to comparable school districts, as well as the criteria set forth in Government Code section 3548.2. The parties further agree that revenue share allocation is subject to the grievance procedure of Article 17.

A. Reserves

Based on the data in the audited financial statement for each fiscal year, the sum of all District unrestricted reserves, not including the Retiree Health Benefits Reserve (Fund 58), Building Fund (Fund 52), Cafeteria Fund (Fund 70), Deferred Maintenance Fund (Fund 57), Capital Facilities Fund (Fund 54), Adult Education Fund (Fund 59), Special Projects Fund (Fund 24), Tax and Revenue Notes Fund (Fund 29), or school site carry-overs of unexpended allocations, will not exceed the reserve limit.

1. The parties agree to an increase in the negotiated reserve limit for the term of this CBA from the prior value of five percent (5%) of total General Fund expenditures to ten percent (10%), subject to the following terms.
 - i) To increase the size of the reserve from 5% to 10%, the District shall contribute only funds not subject to revenue sharing and to which unit members have no entitlement to distribution as compensation.

- ii) The District may contribute such funds as economic conditions permit for up to two years from the execution of this agreement, or until the target 10% value is reached, whichever comes first.
- iii) The parties agree that a reserve that is not used in times of hardship serves no purpose. Accordingly, the District agrees to commit all reserve funds in excess of the legally mandated minimum when and as may be needed to forestall any furlough days, salary rollbacks, or general reductions in force, and that the contingency re-opener provisions of this Article shall not be invoked while legally available reserves remain unused.

B. Excess reserves

If the sum of unrestricted reserves at the end of the fiscal year is greater than the reserve limit, then a one-time, off salary schedule payment shall be made to the current unit members. The amount available for distribution shall be sixty-six cents (.66) of each dollar in excess reserves (greater than the reserve limit). These one-time off-schedule payments shall be paid to the current members in the manner to be decided by FEA, but payments shall be issued no later than the end of February, unless otherwise agreed, of the school year in which the calculations are taking place.

C. Carry-overs

The annual aggregate school site carry-overs (unrestricted General Fund) shall not exceed the single highest level over the prior five years. Any surplus that exceeds this amount will be considered excess and distributed according to the procedure in section B. immediately above. For each dollar in excess, 66 cents will be made available for one-time, off-schedule bargaining unit compensation.

D. Transfers

Any unrestricted revenues (or any other unrestricted funds) transferred out of the General Fund into any restricted funds must not be carried over into the next school year as restricted reserves (excluding the Retirees Health Benefits Reserve).

E. New reserves

The District shall not establish any new reserve funds without the approval of the Association, except as required by law.

F. Revenue comparisons

For comparison purposes, revenues available to FEA for share allocation shall include all Unrestricted Revenue Limit Income as defined by the J201 (excluding summer school/remedial intervention funding), changes in the class size reduction income, and changes in contributions made as required by law to restricted programs as defined by the J201. However,

- (1) revenues shall not include any revenues arising from approval by the voters of a parcel tax;
- (2) revenues for comparison purposes shall be reduced by expenses for utilities, property and liability insurance premiums, cost of student bus

passes, cafeteria costs, and Category A and B stipends under section V G below, and adjusted for any costs or savings (salary, salary driven costs, and health and welfare costs for each additional or reduced FTE) resulting from changes in student enrollment or in average student course requests; and

- (3) estimates for the expenses in (2) above, and for the contribution made as required by law to restricted programs such as special education, shall be adjusted in a subsequent year using the actual data.

G. Bargaining unit expense

The bargaining unit expense shall include the following: the cost of salaries as reflected in the October salary scattergram for certificated staff members (which includes base salary, career increments, Advanced Degree Stipends), insurance of all types, District contributions for retirement (STRS), Medicare, unemployment insurance, workers compensation insurance and the discounted present value of transfers to the Retiree Benefits Fund for prior year bargaining unit retirees. However, if FEA chooses to change pay items other than those reflected in the above, then the cost of the change in such compensation will be included in the cost of the bargaining unit.

1. One time, off schedule payments from reserves shall not be included as bargaining unit expense for comparison purposes.
2. Expenses created by the assignment of administrative duties to unit members shall not be included as a bargaining unit expense.
3. The cost of all unit members being compensated from restricted funds shall be deducted from the total cost of the bargaining unit prior to making any year to year comparisons.
4. An actuarial average of the retirement burden, a five year moving average, or another smoothing algorithm, as may be agreed, may be used instead of the discounted present value of transfers to the Retiree Benefits Fund for prior year bargaining unit retirees.

H. Comparison calculations

Using the audited actual financial statements from the previous year and the County Controllers Estimates, as of December for the current year, year to year comparisons shall be made of the unrestricted revenues as defined above. Bargaining unit comparisons shall be based on staffing as prescribed by this CBA unless otherwise agreed. Using the data from the previous year's calculations and the most recent data for the current year, year to year comparisons shall be made of the bargaining unit expenses defined above. These comparisons shall be made between the past school year and the current school year to determine if unrestricted revenues and/or bargaining unit expenses have increased or decreased. Any annual increase in unrestricted revenues (as defined above and at a ratio of 66 cents for each dollar of new revenues) and/or any year to year increase or decrease in Bargaining Unit expenses (as defined above) resulting

from these comparisons shall determine any changes in the current salary schedule in the following manner:

I. Changes in bargaining unit expense

Any increase in Bargaining Unit Expenses resulting from the above comparison will be offset (at a ratio of 66 cents for each dollar of revenues) by any increase in unrestricted revenues. If the increase in bargaining unit expenses is greater than the total sum of the increase in unrestricted revenues available to the bargaining unit, then the bargaining unit will decide the manner to be used to make up the shortfall. The bargaining unit will inform the District of their decision by the end of February, unless otherwise agreed. The total sum of any decrease in Bargaining Unit Expenses resulting from the above comparison will be made available to unit members as ongoing, on-schedule increases to the salary schedule or at the option of the Bargaining Unit to be used in any manner they see fit.

J. Changes in unrestricted revenues

Any increase in unrestricted revenues resulting from the above comparison (reduced by the total cost of additional FTE's as defined above) shall (1) become available for any increased bargaining unit compensation at a rate of 66 cents for every dollar of increased revenue and (2) be applied to bargaining unit compensation in the following manner:

First - to offset any increase in Bargaining Unit Expense as described above, and

Second - to provide that any remaining dollars shall be ongoing compensation increases to unit members as determined by FEA.

Any compensation increase generated from a decrease in bargaining unit expenses and/or increase in unrestricted revenues (as described above) shall be paid out no later than the end of February, unless otherwise agreed, of the school year in which the calculations are taking place. The current salary schedule shall also be adjusted accordingly at this time.

K. Annual salary schedule adjustments

In the event that the actual revenue data (finally known as of December following the close of the fiscal year) is different from the estimates used to establish the salary schedule for the previous year, then the base salary schedule for the prior year will be corrected (at a rate of 66 cents for each dollar) to reflect actual data before the next round of adjustments for the current year. Additionally, if the actual revenues are greater than the Controllers Estimate, an off schedule payment will be made to the unit members reflecting this change at a rate of 66 cents for each additional dollar. These one-time off-schedule payments shall be paid to the current members in a manner to be decided by FEA. Under no circumstances shall such an adjustment result in any obligation by unit members to return moneys paid to them.

L. Revenue Share Allocation data and computation

The data below is for use in the comparison computations set forth in this Article.

FREMONT UNION HIGH SCHOOL DISTRICT

RSA SUMMARY - FEA - 2013-14

GF REVENUE

Secured Roll Property Taxes	\$	83,650,000
Unsecured Roll Property Taxes	\$	6,499,000
RDA	\$	1,293,000
Totals Revenue	\$	91,442,000

RESERVE

GF Expend. & Transfers Out	\$	118,267,126
5% Reserve	\$	5,913,356

OFF THE TOP EXPENSES

Adult Education Contribution	\$	1,750,000
Deferred Maint. Contribution	\$	385,000
Special Ed. Support from General Fund	\$	15,011,510
Utilities Costs	\$	2,579,588
Transportation/Bus Passes	\$	757,919
Cafeteria Costs	\$	771,247
Property and Liability Insurance Premiums	\$	550,130
Audit & Actuary	\$	53,050
Legal	\$	175,331
County Financial System (QSS)	\$	178,082
Student Information System	\$	103,904
Election Costs	\$	0
School Safety & Violence Prevention	\$	806,836
Interventions/Ed. Opts.	\$	1,327,854
EL Master Plan	\$	1,060,000
Teacher Induction Program	\$	352,123
Coaches	\$	1,189,866
Charter Schools	\$	70,515
Student Residency Monitoring Costs	\$	447,883
School Budget Allocations	\$	2,739,912
Cost of Enrollment Increases/Decreases	\$	200,000
"Fair Share" Reduction	\$	0
Totals	\$	30,510,750

FEA COST OF UNIT SUMMARY

Total Salary	\$	33,057,488
Cost of Enrollment	\$	(200,000)

Total Driven Costs	\$	3,629,053
Total Health and Welfare	\$	8,128,384
Total Cost of Unit	\$	44,614,925
FEA FINAL ALLOCATION CALCULATION		
FEA Total Allocation	\$	1,161,974

II. Contingency re-opener

To permit the District to cope with fiscal emergencies, the parties agree to the provisions that follow to allow for compensation adjustments under certain defined circumstances.

A. Triggering events

The contingency re-opener of this article may be invoked by the District at any time during the year if:

1. the District loses its status as a “basic aid” (non revenue limit) district, and such loss of status is not caused by any deliberate action, omission, or intentional manipulation by the District to cause such a result,
2. the District receives less income (excepting one-time income) from revenue limit sources than it received during the prior fiscal year,
3. categorical funding for currently mandated programs (as listed immediately below) is reduced from the prior fiscal year to a level less than that reasonably necessary to comply with the mandate,
 - a. English Language Learner Program
 - Title III LEP
 - Title III Immigrant
 - Economic Impact Aid
 - b. Beginning Teacher Credentialing Requirements (SB 2042)
 - c. Title II Teacher Quality \$200,000
 - d. Special Education and Special Education Transportation
 - e. Instructional Materials
4. the District is newly required by action of the Federal or State government to provide a mandated program, not previously provided by the District, for which sufficient funding is not also provided, or
5. it appears that State-imposed reserve requirements cannot be met; that is, the sum of the ending balances from Fund 10 (General Fund), as projected, is not equal to at least 3% of General Fund expenditures (after projected costs of all salary and health and welfare increases are

calculated and included), and the failure to achieve at least 3% reserve is not caused by any deliberate action, omission, or intentional manipulation by the District to cause such a result.

B. Notification

If the District determines that a triggering event has occurred and elects to invoke the contingency re-opener, it shall promptly notify FEA in writing, and specify the category of triggering event. If the District determines that more than one category of triggering event has occurred, the District may elect any one of those events as the basis for invoking the re-opener, making its election as the District finds most advantageous under the procedures set forth below.

C. Immediate consequences of invoking the re-opener, triggering event 1.

If the re-opener is invoked for triggering event 1. above (loss of basic aid status), the parties will negotiate toward an agreeable solution to the financial difficulties resulting from loss of basic aid status.

D. Immediate consequences of invoking the re-opener, triggering event 2., 3., or 4.

If the re-opener is invoked for triggering event 2., 3., or 4. (loss of revenue limit source income, loss of necessary categorical funding, newly mandated programs), the parties agree to negotiate in good faith toward a mutually acceptable solution to the financial difficulties that result. If the parties are unable to reach agreement within thirty calendar days of the notice provided section B. above, then the District must look to its reserves to compensate for the decrease in income or funding or the cost of new mandated programs. If this in turn causes the reserve to fall below the statutorily required 3% minimum, then the District shall have as its sole remedy under this CBA the rollback option set forth in section F below.

E. Immediate consequences of invoking the re-opener, triggering event 5.

If the re-opener is invoked for triggering event 5. (inadequate reserves), the parties agree to negotiate in good faith toward a mutually acceptable solution to the financial difficulties that give rise to the inadequate reserves. If the parties are unable to reach agreement within thirty calendar days of the notice provided under section B. above, then the District shall have as its sole remedy under this CBA the rollback option set forth in section F below.

F. Compensation rollback option

If the conditions of sections D. or E. above have been fully met, the District may resort to the following actions. A temporary rollback in total compensation shall be applied to all employee groups, including all bargaining units and all unrepresented employees, for the purpose of reducing by 90% the shortfall of total unrestricted reserves available to meet State reserve requirements related to fiscal solvency. The contribution of each employee group to the reduction of the shortfall shall be in the same proportion that each group's total compensation bears to the sum of total compensation for all groups. Total compensation, for purposes of the re-opener, shall include all compensation components applicable to the employee group in question as of the date of notice under section B., including, for example, salary, bonuses, health and other insurance premiums paid on the employee's behalf, employee contributions to retirement plans if the cost of such contributions are absorbed by the District, and any other form of

compensation whether taxable to the employee or not, but excluding costs not ordinarily deemed compensation, such as required employer contributions to retirement plans and workman's compensation premiums. If this remedy is elected, it shall be effective as of the date of notice under section B. Upon invoking this remedy, the District shall give written notice to FEA that a rollback has been invoked, and shall specify in that written notice the precise size of the rollback, in dollars, that is applicable to FEA as its share. FEA reserves the right to determine how the rollback in total compensation is to be applied to its various compensation components, and will inform the District of its decision in a timely fashion. If FEA has not so informed the District within thirty days of receipt of the written notice of rollback and size of the rollback, the District may proceed as if FEA had chosen to have the reduction in total compensation be taken as a uniform percentage reduction in all salary schedule cells, without reduction in any other compensation components.

1. Sample computations

Assume for illustration purposes that general fund expenditures total \$80,000,000, and that the legally required reserves are 3% of that total, or \$2,400,000, but that the District projects a reserve of only \$2,000,000. This yields a shortfall of \$400,000. A rollback may be used to cover 90%, or \$360,000, of that shortfall. Assume further that FEA's total compensation is \$30,000,000, and the grand total compensation for all groups is \$50,000,000, so that FEA's share of compensation is $\frac{3}{5}$ th. FEA will determine how to adjust its total compensation so that the net effect, including any salary cuts, reduced employer burdens on reduced salary, changes in retirement funding, and/or benefit reductions, and so forth, shall yield $\frac{3}{5}$ th of \$360,000, or \$216,000 for reducing the shortfall.

G. Effect on other bargaining units

The parties do not intend by this Article to constrain other employee groups in choosing how to allocate total compensation among benefits, retirement funding, salary, or other compensation components. The parties intend that any employee group may achieve the overall effect of the rollback in total compensation through any combination of reductions in the compensation components applicable to that group. It is expressly understood and agreed that rollbacks shall be achieved only through reductions in compensation components, and that reductions in staff or other changes in bargaining unit costs shall not offset any portion of the required rollback. However, nothing in this Article shall prevent any employee group from establishing a fund with the District in which compensation that would otherwise have been distributed to members is held in reserve for use in offsetting the impact on that employee group of a future rollback.

H. Limitation on size of compensation rollback

Regardless of the magnitude of any revenue limit source decrease, loss of categorical funding, cost of newly mandated programs, or reserve shortfall, any compensation rollback in accordance with F. shall not exceed 5% of the sum of total compensation for all employee groups, unless otherwise specifically agreed in writing at the time the rollback is implemented. The sole exception to this limitation shall be those situations in which the need for the rollback arises from

an increase in enrollment that could not reasonably have been anticipated, in which case this limitation shall not apply.

I. Review of rollback

Recognizing that any rollback will be based at least in part upon projections, the parties agree that during the course of the year, the financial condition of the District and the size of the rollback will be re-evaluated by the parties, acting in good faith, as information becomes available, with the intention of restoring as much of the rollback as is prudent and as soon as practical. To that effect, reviews will be conducted in January (First Interim) and March (Second Interim), with the intent of restoring compensation from the date of review forward.

J. Duration of rollback

Inasmuch as reserve requirements are statutory, the parties intend and expect that reserve requirements will be met by the end of the fiscal year, to comply with law. Consequently, any rollback shall result in a temporary salary schedule, applicable no longer than the end of the fiscal year in which the re-opener is invoked. The parties expect that during the year in which the rollback is applied, the District shall take such fiscally responsible action as is appropriate, through program reductions, expense reductions, reductions in force, acquiring new sources of revenue, or such other steps as are within the power of the District, based upon best available data and projections, to ensure that the conditions leading to the shortfall in reserves are alleviated for the subsequent year.

K. Computation of revenue share allocation in a re-opener year

The parties recognize the mutual benefits afforded by performing the calculations necessary for executing the revenue share allocation process, including improved visibility of the true financial status of the District, opportunities for correction of errors, enhancing mutual trust, and affording opportunities for creative solutions to financial issues. Accordingly, revenue share allocation computations shall proceed regardless of whether a contingency re-opener has been invoked or a rollback has taken place.

L. Impact of re-opener on revenue share computation for subsequent years

Any rollback in accordance with section F. shall serve to produce a temporary salary schedule during the academic year in which the rollback is applied. In the subsequent year, a new baseline shall be established for compensation and for use in making the comparisons required for future revenue share allocation computations. The new baseline shall be computed as follows:

The prior total compensation structure (including the salary schedule cells and health and welfare premiums) in effect immediately prior to the rollback shall be increased to adjust for any increase in the cost of living as reflected in the Bay Area Consumer Price Index (“CPI”), such adjustment being measured and applied from the first effective date of the prior total compensation structure to the last day the rollback is in effect.

The new baseline established by this section shall be factored into the planning of the District in accordance with section J above when taking action to ensure adequate reserves for the year following a rollback.

1. Illustrative example

In January of academic year 1, the revenue share allocation process is calculated and executed. As a result of that process, the salary of a teacher at step A/column B is raised retroactively to August of academic year 1. Including the raise, that teacher's total compensation for academic year 1 is \$60,000, comprising \$50,000 in salary items and \$10,000 in health benefit premiums, with a first effective date in August of academic year 1. On the first day of academic year 2, a re-opener rollback reduces total compensation for step A/column B by \$2,000. Total compensation for teachers at step A/column B during academic year 2 is \$58,000. Inflation over the course of academic year 1 and academic year 2, as measured by the CPI, has a net effect of 3%. In academic year 3, the total compensation for teachers then at step A/column B shall be the pre-rollback compensation (\$50,000 + \$10,000) increased by 3%, or a total of \$61,800. All teachers at step A/column B during academic year 3 receive that total compensation, regardless of any increase or decrease in staffing for academic year 3. In academic year 4, the revenue share allocation process is executed, using the bargaining unit expenses of academic year 3 including costs all for unit members as the baseline for comparison.

III. Hourly rate

Regardless of the outcome of the revenue share allocation process, the hourly rate for unit members shall be \$30 per hour. The hourly rate shall apply to curriculum writers, workshop participants, and unit members providing substitute coverage for one-half or more of a standard ERAP.

IV. Salary schedule

A. Column headings have the following significance:

Group I - unit members initially placed and providing services based on an Emergency Permit, or Internship authorization, regardless of the number of units earned after a Bachelor's Degree; or based on a Preliminary, Clear or Life Credential, and having earned fewer than forty-five (45) semester units after the Bachelor's Degree.

Group II - Bachelor's Plus 45 Units - unit members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned forty-five (45) or more but fewer than sixty (60) semester units after the Bachelor's Degree.

Group III - Bachelor's Plus 60 Units - unit members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned sixty (60) or more but fewer than seventy-five (75) semester units after the Bachelor's Degree.

Group IV - Bachelor's Plus 75 Units - unit members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned seventy-five (75) or more semester units after the Bachelor's degree.

B. Placement and movement on the regular salary schedule

1. A unit member will be placed on the group and step according to his/her verified training and experience. The standards used for measuring training and experience for purposes of initial placement on the salary schedule shall be the same as the standards used for purposes of movement on the salary schedule. No unit member shall lose the benefit of his or her position on the salary schedule by virtue of a change in duty requiring service under an Emergency Permit. A written notice of placement on the salary schedule shall be sent to the unit member annually by December 10 and will include group, step, advanced degree, and Career Increment so that the members may verify the dollar amount of their salary.
2. Prior public school certificated experience, under contract, shall be granted year-for-year. Prior private school certificated experience in a comparable high school shall be granted year-for-year provided the unit member was credentialed while engaged in such service. Unit members new to the District shall receive such experience credit upon their employment or upon receipt by the District of proper written verification. Responsibility for reporting and providing proper verification of such experience shall rest with the unit member. Such credit shall be included in the unit member's September paycheck for any experience verified prior to September 1. Experience verified from September 1 through November 10 will be reflected in the November paycheck, with retroactive payment to the date of first paid service. For experience verified after November 10, the District shall use reasonable efforts to adjust salary and provide retroactive payment within the next three paycheck cycles following receipt of the verification. Unit members who are not new to the District but discover that full prior experience credit has not previously been granted may, upon submission of proper verification, be given credit for such experience prospectively and for the current academic year, but in no event shall retroactive payments be made for any prior academic years.
3. Vertical movement on the salary schedule shall be based on years of experience. One vertical increment shall be granted for each year of service until the unit member reaches the maximum of the group.
4. Unit members (including those on a part-time assignment) who are employed for seventy-five percent (75%) of the teaching days required to complete the year's course shall have that year count as a year of experience for salary purposes.
5. Proper horizontal placement on the salary schedule shall be made once transcripts verifying academic units have been filed with the district office. Any change in horizontal placement shall be retroactive to September 1 for units verified during the first semester and retroactive to February 1 for units verified during the second semester. Unit members new to the District shall receive credit for prior academic units upon their employment or upon receipt by the District of appropriate transcripts.

Responsibility for reporting and providing transcripts showing such academic units shall rest with the unit member. If verified units are sufficient to cause movement to the next column, a salary adjustment shall be included in the unit member's September paycheck for any academic units verified prior to September 1. Units verified from September 1 through November 10 will be reflected in the November paycheck, with retroactive payment to the date of first paid service. For academic units verified after November 10, the District shall use reasonable efforts to adjust salary and provide retroactive payment within the next three paycheck cycles following receipt of the transcripts. Unit members who are not new to the District but discover that full academic credit has not previously been granted may, upon submission of proper documentation, be given credit for such academic work prospectively and for the current academic year, but in no event shall retroactive payments be made for any prior academic years.

6. Horizontal placement and movement on the salary schedule shall be based upon academic semester units earned (quarter units taken shall be multiplied by two-thirds to arrive at the equivalent number of semester units, and fractions shall be rounded off to the nearest whole number). To be credited for salary purposes, all units must be in the unit member's current credential field, enhance classroom instruction, be applicable to the unit member's current assignment, or apply towards a new credential field. Credit will not be granted for duplication of prior course work unless specifically approved in advance. In addition, units must qualify under one of the following categories:
 - a. Degree-eligible, graduate level, university-granted units, following award of a bachelor's level degree. A unit member need not be applying for a graduate degree to count units toward salary schedule movement, but the units must be of a type that could be counted toward such a degree. No pre-approval shall be required and no limit shall apply to such units.
 - b. Undergraduate lower and upper division degree-eligible units, following award of a bachelor's level degree, but only as may be pre-approved by the District for the particular unit member in question.
 - c. Units awarded for courses, programs, or workshops taken in a pre-designated "District Sponsored" course, as may be offered by the District, County, or other organizations, without limitation and without pre-approval. The District shall maintain a list of such courses within Human Resources.
 - d. Course work that provides Continuing Education Units or professional growth/development hours, that are not degree eligible but nonetheless contribute to improved practice, skills, and knowledge, provided that such units must be pre-approved, that no more than two units will be credited for any single conference course, that attendance must be verified by a log sheet showing

time, dates, and titles of all sessions attended, that the unit member submits a one-paragraph summary of each session describing its value, and subject to a limit of no more than 15 such units total for any unit member.

- e. The parties recognize that it may be impossible for a newly hired unit member who has already completed course work while previously employed elsewhere to obtain pre-approval for that work from this District. Thus, pre-approval requirements according to sub-section 6. d. above will be waived for the initial placement of any newly hired member who can provide the documentation required by that sub-section; all other limitations and requirements for course content, verification, etc., still apply.
7. The District agrees to cooperate with FEA to continue development of definitive and objective criteria and pre-approval processes for all course work requiring preapproval, with the aim of making the standards and their application both visible and uniform. Any special, unique circumstances not provided for in this Article may be approved by the District after consultation and agreement with FEA.
8. Units earned before the granting of the Bachelor's Degree which are given graduate status by the accredited institution of higher learning issuing the Bachelor's Degree will be accepted for salary purposes as units earned beyond the degree if:
 - a. Granting of graduate status for these units is the result of petitioning the institution;
 - b. The transcript clearly indicates that the units were granted graduate status before the Bachelor's Degree was received;
 - c. The member was within six units of graduation when the petition was granted; and
 - d. The units given graduate status are applicable for a Master's Degree or a credential.
9. A unit member may move more than one group and/or step providing he/she has satisfied requirements pursuant to sections 2 and 5 above.
10. Each unit member shall ensure that each credential that he/she currently holds and has on file with the County Office and the District Human Resources Office shall be maintained in a current state with the County and that any new credential(s) received shall be expeditiously registered with the County and the District Human Resources Office.

C. Wages for part-time teachers

A unit member on a part-time teaching assignment shall be compensated on a pro rata basis for what she or he would have earned had she or he been full time including Advanced Degree Stipends and Career Increments. This pro rata

amount shall be determined on the basis of one-fifth (1/5) of that unit member's full-time salary for each period taught.

D. Teaching a sixth class

The parties agree that as a matter of policy, increasing a unit member's load beyond 1.0 FTE is not a preferred solution to a staffing problem if any other reasonable solution is available, and that this is particularly true if the result would be more than one such assignment within the same department at the same time. Furthermore, absent extraordinary circumstances as agreed after consultation with FEA, no unit member shall be assigned to duties greater than 1.2 FTE. Nothing in this section shall prevent a unit member from assuming co-curricular duties compensated by stipend as provided elsewhere in this CBA.

When requested by the administration, a unit member may agree to teach a sixth class and shall be compensated at 1/5th per diem. Any such agreement is subject to fluctuations in enrollment and the staffing ratio computations of Article 6, and may be terminated by the District if those computations no longer justify maintaining the sixth class. To qualify for the 1/5th per diem, the unit member must first be teaching five classes. Unit members who are released from classroom assignments to perform other work shall be compensated at the hourly rate for greater than 1.0 FTE assignments within the duty year.

In selecting unit members for such assignments the following criteria shall be applied: qualifications, experience, availability, presence in the same department (or presence/experience in the same department for the last five years), minimizing disruption to student schedules, and seniority.

E. Wages for interns

A beginning full-time intern will receive the same salary as a beginning unit member in Group I of the regular salary schedule. This salary will be prorated if the intern serves part-time. If the intern is hired upon completion of the internship, one year of service as an intern counts as one year of experience and seniority in the District.

F. Wages for psychologists

For those unit members who have been continuously serving as psychologists in this District since August 2004 or before, the annual salary shall be determined by the appropriate placement on the regular salary schedule plus ten percent. All others shall have their salary determined by the salary schedule alone. Unit members on a part-time psychologist assignment shall be compensated on a prorated basis.

G. Advanced degree stipends

Stipends for advanced degrees (for example, M.A., M.S., Ed.D., Ph.D., J.D., M.D.) shall be the amounts reflected on the current compensation schedule. A member may receive no more than one (1) master's stipend and one (1) doctoral stipend for a maximum of two advanced degree stipends total. Unit members on a part-time assignment shall qualify for the advanced degree stipends on a pro rata basis.

H. Career increment

One increment shall be added to Groups II, III and IV at the beginning of the sixteenth, twentieth, twenty-fourth, and twenty-eighth year of service. Unit members on a part-time assignment shall qualify for the career increment on a pro rata basis.

I. Salary schedule exemplar

Reproduced below is the salary schedule effective as of the end of the 2013-2014 school year, adjusted upward for the 185 day work year under the terms of this CBA. Computation of salaries for the 2014-2015 school year according to the revenue share allocation shall be based upon this schedule as a starting point.

	AB	AB+45	AB+60	AB+75
STEP	Group I	Group II	Group III	Group IV
1	\$53,231	\$53,954	\$54,681	\$57,823
2	\$53,954	\$54,681	\$57,823	\$60,958
3	\$54,681	\$57,823	\$60,958	\$64,100
4	\$57,823	\$60,958	\$64,100	\$67,242
5	\$60,958	\$64,100	\$67,242	\$70,380
6	\$64,100	\$67,242	\$70,380	\$73,524
7	\$67,242	\$70,380	\$73,524	\$76,658
8	\$70,380	\$73,524	\$76,658	\$79,794
9	\$73,524	\$76,658	\$79,794	\$82,941
10	\$76,658	\$79,794	\$82,941	\$86,078
11		\$82,941	\$86,078	\$89,218
12 or more		\$86,078	\$89,218	\$92,356
CAREER INCREMENT				
1 (16-19)	\$1778		MASTERS	\$1642
2 (20-23)	\$3556		DOCTORATE	\$2632
3 (24-27)	\$5335			
4 (28+)	\$7113		HOURLY	\$30

V. Paid co-curricular duties

A. Athletic directors

1. Each school shall have two athletic directors, to be paid a stipend as set by the District. Stipend amounts shall be the same for all athletic directors, independent of years of experience as a coach, teacher, or athletic director. In addition to the stipends, one release period shall be provided by the District at each school. The principal shall meet with the athletic directors at least annually to determine how duties are to be divided and/or shared, and to determine which of the athletic directors will be granted the release period for each semester. It is expected that the duties assigned by the principal will be coordinated with the grant of the release period, so that commensurately greater duties, and/or duties which may only be performed during the school day, will be assigned to the person with the release period.

2. Athletic directors shall be appointed by the site principal. Review of these positions shall be conducted at least as frequently as shown in the matrix below, with posting of the openings. A principal may replace an athletic director out of cycle, if appropriate, but must re-open the position according to the matrix even if a reappointment has been recently made.

	CHS	FHS	HHS	LHS	MVHS
Athletic Director #1	1	2	1	3	2
Athletic director #2	3	3	2	1	1

Athletic directors positions with a (1) in the matrix will be re-opened and reviewed during the 2015-2016 school year; with a (2) in the matrix for the 2016-17 school year, and with a (3) in the matrix for the 2014-15 school year.

B. Stipend categories

Activity Coaches - year long stipends

Position	Category A	Category B
Band	X	
Choir	X	
Flags Advisor	X	
Debate	X	
Drama	X	
Stagecraft		X
Drill Team	X	
Technology/Network Support	X	
Newspaper Advisor	X	
Speech	X	
Assistant Speech		X
FBLA/DECA	X	
Strength & Conditioning (two per site)		X

Spirit Advisor		X
Yearbook Advisor	X	

Athletic Coaches - seasonal stipends

FALL Position	Category A	Category B
Cross Country:		
Head Coach	X	
Assistant		X
Field Hockey (g):		
Varsity	X	
Junior Varsity		X
Football:		
Varsity	X	
Asst Varsity (2)		X
Frosh/Soph		X
Asst. Frosh/Soph (2)		X
Tennis(g):		
Varsity	X	
Junior Varsity		X
Volleyball (g):		
Varsity	X	
Junior Varsity		X
Water Polo:		
Varsity (b)	X	
Junior Varsity (b)		X
Varsity (g)	X	
Junior Varsity (g)		X
Sports Injury Prevention Specialist	X	

WINTER Position	Category A	Category B
Basketball:		
Varsity (b)	X	
Frosh/soph (b)		X
Varsity (g)	X	
Junior Varsity (g)		X
Soccer:		
Varsity (b)	X	
Junior Varsity (b)		X
Varsity (g)	X	
Junior Varsity (g)		X
Wrestling:		
Varsity	X	
Junior Varsity		X
Sports Injury Prevention Specialist	X	

SPRING Position	Category A	Category B
Badminton:		
Varsity	X	
Junior Varsity		X
Baseball:		
Varsity	X	
Junior Varsity		X
Softball:		
Varsity	X	
Junior Varsity		X
Swimming:		
Varsity (b)	X	
Junior Varsity (b)		X
Varsity (g)	X	
Junior Varsity (g)		X
Tennis (b)		
Varsity	X	
Junior Varsity		X
Track		
Varsity (b)	X	
Assistant (2) (b)		X
Varsity (g)	X	
Assistant (2) (g)		X
Volleyball (b):		
Varsity	X	
Sports Injury Prevention Specialist	X	

C. Optional and discretionary positions

A total of five discretionary positions shall be provided. Three optional Category B positions may be used at the discretion of the principal. At least two of these positions shall be used for non-athletic positions. One optional Category A athletic coaching position and one optional Category A activity coach position may be used at the discretion of the principal. Any unfilled position in Category A or B may be used at the principal's discretion in a similar extra duty area (that is, activity in activity, athletic in athletic).

D. Compensation for coaching two teams

Whenever a unit member is authorized in advance to coach simultaneously two distinct teams from existing positions in Category A or B, the member shall receive both stipends.

E. Compensation for extended season

A coach whose season is extended to regional, sectional, State or national competition shall be compensated at five percent of the competitive season stipend for each additional week of service required, but not to exceed four weeks.

F. Stipend amounts

Category A and B stipend amounts shall be set, and modified when deemed appropriate, by the District, subject to the provisions of this section. The stipend for each Category A position shall be the same, regardless of the years of experience as a coach, teacher, or athletic director of the person holding the position. Similarly, the stipend for each Category B position shall be the same regardless of years of experience as a coach, teacher, or athletic director. No distinction will be made between FEA members and non-members (“walk-ons”) in determining the amount of the stipend. Inasmuch as the District retains control of stipend amounts, outside the control of FEA, Category A and B stipend costs will be deemed an off-the-top expense for purposes of computing revenue share allocations. Creation of new stipended positions remains subject to negotiation and the waiver and/or modification provisions of this CBA.

VI. Per diem rate

The daily rate is determined by dividing the annual salary by the total number of duty days of the unit member. This daily rate is for deduction purposes when the unit member is absent in situations not covered by paid leaves and/or to compute prorated contracts when a unit member starts after the beginning of a school year or terminates before the end of the school year. For the purposes of this section, annual salary for the regular school year means placement on the salary schedule plus advanced degree stipends and Career Increment and supplemental pay according to section IX of this Article.

VII. Summer school rate of pay

Regular summer school is established as thirty days of four teaching hours each. Summer school teachers shall be compensated on a daily rate basis. The daily rate for summer school teaching shall be two-thirds per diem for four hours per day summer school teaching, at a minimum of \$200 per 4 hr day to a maximum daily rate of \$225 per 4 hour day determined by the teacher’s placement on the prior year’s salary schedule. In figuring the daily rate, no extra pay for extra duty shall be used. Teachers teaching more or less than four hours per day and/or more or less than thirty days any time during the summer shall be compensated one fourth of the daily rate (a minimum of \$50.00 per hour and a maximum of \$56.25 per hour) for each hour served.

The District may establish a separate salary scale for summer school teachers who are not unit members and who are hired in accordance with Article 21 I, provided that no non-member shall receive more compensation than would be offered under this section to a unit member with comparable qualifications.

VIII. Payday

If a regular payday during the school term falls on a day when school is not in session, unit members shall receive their checks on the last workday of the month as defined by the Santa Clara County Department of Education. Unit members may have their summer check(s) mailed to the address of their choice if by June 10 they have provided a stamped, self-addressed envelope(s) to their site secretary. Prior to the first day that students are required to be in attendance unit members may elect to be paid in either ten or twelve monthly installments.

IX. Supplemental pay

Unit members having a supplemental pay assignment lasting the full regular school year (such as department chairpersons, band, choir, speech, drill team advisor, and drama)

shall have the stipend added to their base salary. All others having a seasonal assignment shall be paid on the tenth of the month following the end of their assignment.

X. Additional teaching competency stipend

A. With the prior approval of the District, a one-time, non-recurring stipend shall be given to unit members for each additional teaching competency not previously registered with the District or listed on their credentials. The stipend will be \$1390.

1. Definition of an additional competency

For those holding the General Secondary Credential, a new teaching competency shall be sufficient graduate and/or upper division course work in a subject field currently taught in the curriculum of the District to make the holder eligible for classification as highly qualified for purposes of the federal No Child Left Behind Act.

For those holding a Ryan Single Subject, a Special Secondary, or Standard Teaching credential, an additional competency shall be defined to be an additional clear authorization to teach in an academic cluster/subject field currently taught in the curriculum of the District. Such authorization shall be issued by the Commission on Teacher Credentialing.

2. Certification of an additional teaching competency shall consist of a credential from the Commission on Teacher Credentialing listing the additional teaching authorization in the case of Ryan and Fisher credential holders. For those holding pre-Fisher credentials (that is, General Secondary credential), certification shall consist of official documentation from the academic records of an accredited college or university.

3. If work toward a new teaching competency is to be counted for purposes of earning the stipend, the unit member must receive prior approval from District's Human Resources office.

XI. Mileage and travel stipends

With the advance approval of the District, unit members who use their own automobiles in the performance of their regular employment-related/employment-connected duties shall be reimbursed for all such travel at the I.R.S. rate per mile. This reimbursement shall not apply to paid and/or non-paid co-curricular duties. The rate shall be adjusted during the contract period to coincide with the mileage rate allowed by the United States Internal Revenue Service for income tax purpose. Unit members with multi-school classroom teaching assignments at sites separated by one mile or more shall also receive an annual travel stipend of \$8,000 as compensation for the resulting inconvenience.

XII. Health and welfare benefits

The District shall provide each eligible unit member, their spouse, and their dependents with health and welfare benefits as provided hereinafter, subject to any measures taken by FEA under section F. below. While on an unpaid leave of absence, a unit member may participate at his/her expense in any of the health and welfare benefits available to unit members, to the extent permitted by the coverage carriers, and subject to the following provision: it is the expectation of the parties that all leaves will be of limited

and well-defined duration, and in no event shall any member on an unpaid leave be permitted to participate in the health and welfare benefits for more than 39 months.

A. Coverages provided

1. Health Insurance: (1) Anthem Blue Cross Prudent Buyer Plan or equivalent, plus prescriptions; or (2) the Kaiser Permanente Traditional Plan, plus prescriptions.
2. Dental Insurance: A group dental care program with an orthodontia program for dependents equal to that provided by the Delta Dental Service Plan #6382 or equivalent.
3. Vision Care Plan: A vision care program as provided, at the member's option, by either (1) the California Vision Service Plan "Plan C" or equivalent; or (2) Kaiser Permanente Traditional Plan "Optical Services" or equivalent (for Kaiser Permanente members only).
4. Income Protection Plan: The District shall provide all unit members with a salary protection program as provided by the Standard Insurance Income Protection/Disability Policy# CT 503052 0002, or equivalent."
5. Employee Assistance Plan: The District shall provide all covered unit members with fully paid premiums for a licensed employee assistance plan as provided by OptumHealth, or equivalent.
6. Term Life Insurance: The District shall provide all covered unit members with fully paid premiums for term life insurance. The unit member may purchase supplemental coverage at his or her own expense.

B. Unit members on a part-time assignment may participate in the benefit plans in accordance with the provisions of Article 11. Such participation shall be contingent upon the requirements and limitations of the carriers.

C. If a unit member not yet eligible for retirement under Article 16 I dies during the year, his/her spouse and dependents who are covered under the current program(s) may maintain that coverage for 18 months from the date of death of the member on the same terms applicable to the spouse and dependents of active unit members, such as payment of fees for spousal or dependent coverage and subject to any plan changes. If a unit member is eligible for retirement under Article 16 I but not yet retired at the time of death, his/her spouse and dependents who are covered under the current program(s) may maintain that coverage for five years from the date of death of the member on the same terms applicable to the spouse and dependents of active unit members, such as payment of fees for spousal or dependent coverage and subject to any plan changes.

D. During the term of this CBA, FEA reserves the right to place the Health and Welfare benefit costs on the salary schedule, at the full expense of the bargaining unit.

- E. Unit members newly hired for the beginning of an academic year shall be entitled to Health and Welfare benefits effective as of the date of the first mandatory workday for permanent members of that academic year.
- F. Health and welfare coverage changes and cost containment
The parties agree that FEA may choose its own broker for health care benefits, and that FEA retains control of the content of the plans. If, at any time during the term of this contract, FEA wishes to modify its coverage for unit members, and/or decrease costs (for example, increasing co-payments, changing carriers, or eliminating certain coverage), FEA will recommend that these changes be made and the District shall implement these recommendations as soon as practicable.
- G. Carrier change provision
Should a change in carrier requirements cause a substantive change in benefits, the parties shall meet and agree upon alternative coverage. Nothing in this provision shall limit the process outlined in section F. above.

XIII. Member property coverage

Unit members shall be reimbursed by the District for damaged or destroyed personal equipment being used for the benefit of the District, subject to the following limitations.

- A. Personal items (such as clothing, eyeglasses, etc.) that have been damaged or destroyed in the performance of duty may be paid for by the District to a maximum of \$150.00 per occurrence. This limit may be exceeded with the approval of the Superintendent or his/her designee. Proof of loss/damage shall be required. A unit member is entitled to reimbursement for only the actual net out-of-pocket loss suffered not covered by insurance and then only to the stated limit of \$150.00 per occurrence.
- B. Losses due to willful damage of automobiles or articles left in locked automobiles which are on campus or at the location of an off-campus school-related activity will be reimbursed up to \$500.00 per occurrence. Proof of loss/damage shall be required including proof that the loss/damage occurred while the car was on campus or at an off-campus school-related activity. A unit member is entitled to reimbursement for only the actual net out-of-pocket loss suffered not covered by insurance and then only to the stated limit of \$500.00 per occurrence.
- C. Personal equipment, in order to be covered, requires prior registration with the principal. The principal must attest that the equipment is essential to the instructional program and that it cannot be provided through normal school resources. The unit member must have taken proper precautions to safeguard the equipment from loss or damage. Items valued at more than \$50.00 must be kept under lock and key after school hours. Proof of loss shall be required. Loss under this section is limited to \$250.00 per occurrence. This limit may be exceeded with the approval of the Superintendent or his/her designee. Reimbursement is limited to the actual net out-of-pocket loss suffered not covered by insurance and to the previously stated limit. Items that are lost or damaged through the negligence of the unit member are not covered under this section.

Article 16 Retirement

I. Eligibility

A. In-district service

A candidate for participation for retirement under this CBA must be a unit member having a minimum of ten years of service in this District in a certificated position. A year of service is defined as providing service in a paid position for at least seventy-five percent (75%) of the teaching days required to complete a year's course. A permanent employee who resigns or is laid off and is rehired within 39 months or a probationary employee who is laid off and is rehired within 24 months may count the initial years of service toward the ten-year eligibility requirement. An employee who is not permanent when he/she resigns or a permanent employee who is not rehired within 39 months after resigning may not count the initial years of service toward the eligibility requirement.

1. Transitional provision, "grandfathering"

The parties do not intend by this section to reduce years of service toward retirement for those unit members who had a long break in service in the years before this CBA was negotiated, when different rules applied. Consequently, unit members who had an interruption in service of greater than 39 months, but who had returned to the District prior to August 1, 2004, may nonetheless count their initial years of service. However, any break in service for such a unit member beginning on or after August 1, 2004 shall start timing anew for the 39 month limit, and if such break exceeds 39 months, no prior service at all, regardless of when it occurred, shall be counted toward retirement.

B. Age

A candidate shall be at least fifty-five years of age or shall have completed thirty years of service as required by STRS or PERS.

C. STRS or PERS participation

Persons participating in this program shall be designated Retired Program Employees of the District and must be receiving a retirement allowance from STRS or PERS.

D. Application and resignation

To participate in the program, a unit member must file an application with the Human Resources office and must submit a resignation to the District no later than May 1 of the final school year of pre-retirement status. Exceptions to this requirement may be made at the discretion of the Superintendent/designee.

1. Incentive for early notification of intent to retire

To encourage early notification for planning purposes, if the resignation is received prior to February 1, a bonus of \$1000 will be paid to the member in the final paycheck. A unit member resigning in anticipation of retirement may request that the District not disclose his or her identity to the public prior to the first Board meeting in June. A unit member who chooses to retire when eligible for benefits under STRS or PERS, even if not eligible for FEA retirement benefits under the provisions of this

Article (for example, a teacher at age 55, with 30 years service but only seven years in this district) shall be eligible for the \$1000 bonus of this section provided that notice is timely given.

II. Health benefits

Retirees shall be eligible to enroll in District health insurance programs for five years subject to the provisions that follow.

A. Enrollment and premiums

Retirees and spouses who remain within the geographic service area of FEA's health plan providers may enroll in the same medical, dental, and vision plans as provided for active unit members for five years following their retirement. Coverage for dependent children, if any, shall be provided to the same extent as provided for active members. Premiums shall be paid by the District to the same extent that premiums are paid for active unit members. Such participation shall be contingent upon insurance carrier requirements and continuous coverage under such plans. Orthodontia, life insurance, employee assistance programs, and income protection shall not be provided. Out-of-area retirees and spouses may elect to have the District pay premiums for five years for the closest equivalent coverage available in their region at a cost not exceeding that paid for local retirees.

B. Medicare requirements

All retirees and spouses, regardless of location, are obliged to participate in Medicare Part B when first eligible, with fees to be paid by the retired unit member or spouse, to offset the costs to FEA of providing the benefits under this paragraph. Furthermore, all retirees and spouses are obligated to assign their Medicare benefits to their FEA health plan provider. Failure to participate in Medicare Part B or to assign benefits shall constitute forfeiture of all benefits under this Article.

C. Surviving spouse

If a retiree dies during the five year period in which he/she is receiving benefits, the surviving spouse, if covered at the death of the retiree, will continue to receive benefits through the remainder of the five-year period, subject to the same terms applicable to spouses of active members, such as spousal coverage payments and plan changes.

D. Communication with retirees

To enable FEA and the District to communicate with retirees regarding benefits matters, retiree addresses and related information must be kept up to date. To that end, each retiree shall be sent an annual survey by the District, directed to the most current address in the District records. Retirees are obligated to respond within 60 days of receipt; failure to respond will result in termination of benefits.

III. Recruiting and hiring retirees

Current California law permits the hiring under certain specified circumstances of retirees who may be receiving STRS or PERS benefits, for the purpose of increasing the pool of qualified certificated staff available to districts. This section shall apply to the hiring of certificated retirees into positions that would ordinarily be filled by unit members, whether those retirees retired from this District or from another District.

A. Hiring priority

The first preference of the parties is for the District to hire unit members to fill openings and vacant positions. If the District is unable to meet its certificated staffing needs by hiring unit members, then the District may hire a retiree. To ensure that candidates for unit membership are given ample opportunity to be considered, and that current unit members are considered for possible 6th class assignments before any retirees are approached, the District shall not offer any contract to a retiree for a given school year prior to 15 days immediately preceding the opening of school. All such contracts shall expire on or before the end of the school year. The District has discretion to hire retirees who best meet the needs of programs and students, but no retiree has any right to be hired or rehired.

B. One year sit-out requirement

To prevent the provisions of paragraph A above from being circumvented by a unit member who during the last year of service before retirement may have influence over scheduling or recruiting for the next academic year, a retiree must have spent at least one year in retirement, not serving in a certificated position, before being hired to fill any opening that is posted prior to the beginning of school for the academic year in which the opening is to be filled. For any unexpected opening that was not posted prior to the beginning of the academic year, such as one created by serious illness of a unit member arising after the academic year has begun, this restriction shall not apply.

C. No FEA membership or benefits

A retiree hired in accordance with this section may do work ordinarily performed by a unit member. However, a retiree shall not be a unit member, shall not be required to pay dues to FEA, and shall not receive health and welfare benefits (unless separately entitled under sections I and II of this Article above), sick leave, personal necessity leave, or other paid leaves by virtue of being hired under this section. The District shall provide worker's compensation and unemployment insurance for any hired retiree, and such driven costs will be considered bargaining unit costs for revenue share allocation computations. No STRS or PERS contributions shall be made by the retiree or by the District for the retiree.

D. Compensation

The parties intend that staffing with retirees shall be on a revenue share allocation-neutral basis insofar as possible. To minimize the impact on the revenue share allocation, the parties agree that the rate of pay for a retiree shall be set such that the net bargaining unit cost to FEA (including salary and burdens) shall not exceed that which would be paid to a unit member at the level of column 1, step 1 of the then current salary schedule. If there is a need for the retiree to return a second year, he/she will not advance on the schedule (no step, column, or career increment increases). The cost of such compensation will be applied to the revenue share allocation computation.

E. Duties

Hired retirees shall be assigned co-curricular duties in the same manner as unit members. A retiree shall be required to attend faculty meetings, collaboration and curriculum meetings, Back-to-School Night, and mandatory staff development days. A retiree must be reasonably available for conferences with students and/or parents.

F. Special provision for retirement incentive

To permit the district to respond to anomalous situations that may arise in anticipation of staffing needs for the subsequent school year, for the purposes of saving costs and avoiding a need for involuntary transfers of unit members, the parties agree as follows. After consultation and approval by FEA, during the spring term District Human Resources may approach veteran teachers in departments for which an overstaffing situation is expected, to determine their interest in choosing to retire at the end of the current school year if assured a .4 or lesser FTE position as a retiree for the following school year. Any unit member so approached may decline the opportunity, and no pressure will be brought to bear on any such unit member to influence his or her decision. If a unit member accepts the opportunity, he or she may be hired immediately after retirement in accordance with paragraphs C, D, and E above (membership, compensation, and duties), but the restrictions of paragraphs A and B (hiring priority and sit-out requirement) shall not apply.

Article 17 Grievances

In consideration of the terms and conditions of this CBA, the parties agree that for the duration of this CBA FEA will not engage in or sanction a strike or withholding of the services to the District required by this CBA, and the District will not lock out FEA. Conflicts between FEA and the District are to be addressed through negotiation or through the provisions of this Article. The parties agree that the purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may from time to time arise affecting the welfare or working conditions of unit members. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

I. Level I

A grievance shall first be discussed with the aggrieved unit member's principal with the objective of resolving the matter informally. The aggrieved may have a representative(s) present with him or her at this informal meeting. If it is agreeable, more than one meeting may be scheduled for the purpose of resolving the grievance at the informal stage. If the aggrieved is not satisfied with the disposition of the grievance, he or she may submit to the principal the official grievance form. If the aggrieved has not filed a claim within ten days following the last meeting with the principal in an attempt to resolve the matter informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, the aggrieved may:

- A. Present and discuss the grievance personally with the principal, or
- B. Request that a representative(s) accompany him/her to present and discuss the grievance with the principal, or

- C. Request that a representative(s) act on his/her behalf in presenting and discussing the grievance with the principal. If the principal determines additional information is needed, the principal may schedule a meeting at which the aggrieved member and a FEA representative shall be present.

Within ten days after receipt of the written grievance by the principal, the principal or his/her designee shall meet with the aggrieved and/or representative(s) in an effort to resolve the matter. Within ten days after the last Level I meeting, the principal shall render a proposed resolution to the aggrieved, and to FEA, regardless of whether the aggrieved is represented by FEA.

Within ten days after receipt of a copy of the grievance and the principal's proposed resolution, FEA shall transmit to the principal its written response. Such response shall indicate agreement or disagreement with the principal's proposed resolution. Supporting written rationale shall accompany a position of disagreement.

Within ten days after receipt of FEA's response, the principal shall render a written decision to the aggrieved and to FEA.

II. Level II

If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if the principal fails to meet any of the deadlines set forth in section I. above, the aggrieved or his/her representative(s) may forward the official grievance form to the Superintendent. Submission to the Superintendent shall be timely if made within five days after the decision at Level I was received, or five days after the first deadline missed by the principal, whichever is sooner.

Within ten days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved and/or representative(s) in an effort to resolve the matter. Within ten days after the Level II meeting, the Superintendent shall provide a written proposed resolution to the aggrieved and to FEA, regardless of whether the aggrieved is represented by FEA.

Within ten days after receipt Superintendent's proposed resolution, FEA shall transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution.

Within ten days after receipt of FEA's response the Superintendent shall render a written decision to the aggrieved and send a copy to FEA

III. Level III

If the aggrieved is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of a Superintendent's written reply, FEA may within twenty days submit the grievance to arbitration. In such case, the parties shall request a list of seven arbitrators who have been certified by the California State Conciliation Service (CSCS) or the American Arbitration Association (AAA).

No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered

to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and of the CSCS or AAA shall be divided equally between the District and FEA. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties request a transcript, the total cost of the transcripts shall be divided equally between the District and FEA.

A. Selection of arbitrators

An arbitrator shall be selected by the following procedures. Representatives of FEA and the District shall select the arbitrator from the CSCS or AAA list by eliminating names until one name remains. All grievances reaching the arbitration level shall be numbered. The odd-numbered grievance will give the District first elimination; even-numbered grievances will give FEA first elimination. The last remaining name shall be the arbitrator. The process of striking names shall occur within ten days of receipt of the list from CSCS or AAA by both parties.

B. Procedure

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The arbitrator shall conduct the proceedings in accordance with the standards common to the field of arbitration including the exercise of the standards of equity. However, the arbitrator shall not have the authority to amend or modify the written terms and conditions of this CBA. Within thirty days after conclusion of the hearing, the arbitrator shall render a binding award in writing to the parties in interest.

IV. General provisions

A. Timing

Since it is important that grievances shall be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent. In the event a grievance is filed at such time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.

B. Change of representative

The aggrieved may change the designation of a representative(s) at Level I and II during the grievance process. Such change(s) shall be communicated in writing to all parties in interest.

C. Level skipping

If, in the judgment of FEA, a grievance affects a group or class of unit members, the processing of such grievance may commence at Level II by mutual written consent of the parties.

- D. Unit members not supervised by a principal
Aggrieved unit members not under the supervision of a principal may submit their claim to the appropriate District level administrator for processing at Level I.
- E. Disclosure
The parties in interest agree to make available to each other all pertinent information not privileged under law or board policies in their possession or control and which is relevant to the issues raised by the grievance.
- F. Stale complaints
No grievance shall be valid unless it shall have been presented at the appropriate level within twenty days after the aggrieved knew or should have known of the act or condition and its aggrieving nature that formed the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- G. Finality
A decision rendered at any level shall be considered final unless an appeal to the next level is made within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.
- H. No reprisals
No party in interest shall take reprisals affecting the employment status of any unit member, party in interest, any FEA representative, or any other participant in the grievance procedure by reason of such participation.
- I. Separate records
Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved unit member's official District personnel file.
- J. Release time for grievance processing
At Level III, FEA shall be allowed release time for a grievance representative to attend all grievance sessions. Should the processing of any grievance require that the aggrieved be released from his/her regular assignment, the aggrieved shall be released without loss of pay or benefits. In the event substitute coverage is necessary, the substitutes shall be secured through the regular substitute procedures.

Article 18 Negotiations

I. Continuing discussions

The parties intend and expect that continuing discussions will be held between FEA and the District throughout the term of this CBA for a variety of purposes, including ensuring implementation of, compliance with, and consistent application of the terms of this CBA, considering matters needing clarification, coping with changed or unanticipated circumstances through possible modification of this CBA, improving District, school, and FEA operations under this CBA, anticipating future needs, and preparing for an eventual successor CBA. Where possible, the parties intend that open, candid, and informal communication will precede any formal steps required by this Article.

II. Participants for the parties

Each party shall select its own negotiating representatives, provided that the District shall not select a unit member as its representative and FEA shall not select as its representative a District employee who is not a unit member. Either party may utilize the services of outside consultants to assist in negotiations if desired.

III. Release for FEA President

To enhance the ability of FEA to participate in candid communications with the District, the FEA President shall be allotted 0.6 FTE of release time. His or her teaching assignment shall be set as early in the morning as possible, that is, the first three periods, so that the maximum possible continuous block of time is available for addressing matters relating to this CBA.

IV. Release time for negotiators

Up to six unit members shall be eligible to receive up to ten days release time for negotiation of the successor to this CBA, to a maximum of sixty person-days. The parties may agree to additional days as may be necessary; however, for each additional person-day beyond sixty, an equal number shall be deducted from the fifty-four available during the summer pursuant to section V. below. Any extension of negotiating sessions beyond the workday shall be by mutual consent.

V. Summer negotiations

Unit members who participate in negotiating sessions during the summer vacation shall be eligible to receive pay at the daily substitute rate for each day of participation, provided that the total pay liability of the District shall not exceed fifty-four person-days. If the number of person-days worked exceeds fifty-four, the daily rate of pay shall decrease on a pro rata basis. FEA may utilize new representatives to substitute for those unable to attend. FEA shall keep an accurate record of the negotiating days worked during the summer by unit members and submit a complete list of names and days worked to the District upon completion of summer negotiations.

VI. Schedule for formal steps

- A. No later than the third Tuesday in March in the final year of this CBA, unless otherwise agreed, FEA shall present its initial proposal for a successor CBA to the District and to the public at a regular or special Board meeting. Within ten working days the District shall then make public its initial proposal. Thereafter, FEA may amend its initial proposal consistent with public notice requirements. Negotiations will begin by April 1st or thirty days following the public disclosure of the District's initial proposal, and/or any public disclosure of any amendments made to the initial proposals submitted by either party, whichever is later. If necessary, public hearing and Board adoption of initial proposals may take place at special Board meetings.
- B. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- C. When the District and FEA have reached tentative agreement on all matters being negotiated, prior to implementation of the complete proposed successor CBA shall be submitted to and approved by the District and submitted to and approved by FEA in accordance with its by-laws.

- D. If the District and FEA are unable to reach tentative agreement on all matters being negotiated, the impasse procedure prescribed by law shall be implemented after determination by PERB that impasse exists. However, nothing shall prevent the parties from attempting to resolve their differences through continued meetings and negotiations subsequent to the implementation of the impasse procedure.

Article 19 Waivers

To encourage initiative and innovation at the work site, the parties have provided a waiver process to permit deviations from the terms of this CBA under circumstances where additional flexibility may be advantageous. Since CBA breaches may not be apparent, originators of proposals that deviate from standard practice are strongly advised to consult with both the District and FEA so that the potential need for a waiver may be fully evaluated. Any proposal/project which breaches the CBA may be grieved for failure to submit a waiver application.

I. Submission process

If a waiver appears to be necessary, the proponents of the proposal shall submit it for approval by both parties.

A. Unit member originated proposals

In the case of unit member-originated proposals, FEA approval must be obtained in accordance with FEA's by-laws and internal procedures before submission to the District. Once FEA approval has been obtained, the proposal then may be presented to the District for its consideration. District evaluation of the proposal will be eased if the following information is included in the information and materials submitted to the District: purpose and description of the proposal; identification of the specific sites or departments to be affected; timelines for implementation and/or completion and duration of waiver; anticipated means of evaluating the results; and CBA language to be waived.

1. District approval process

Within fifteen duty days of submission of the proposal to the District for review, the originators will be notified of the status of their proposal. The District may request additional information about the proposal to aid in its deliberations. The goal shall be to complete this process within 45 duty days of submission or as soon thereafter as practicable. The District shall give written notice to FEA, the originators of a proposal, and the affected site principal regarding whether a waiver has been approved.

B. District originated proposals

The District may request waiver of any of the terms of the CBA by FEA by submission of a proposal, accompanied by sufficient information to permit evaluation. FEA may request additional information as may be necessary to assist in its consideration. FEA will evaluate such proposals in accordance with its by-laws and internal procedures, with the goal of responding to the District within 45 days, or as soon thereafter as practical. FEA will provide a written response to the District if so requested.

II. Renewals

Waivers will not ordinarily be approved for more than one school year in duration, and will expire if not renewed. A renewal may be requested, following the same procedure used for the original submission. Any renewal request should include a rationale for continuing the project or proposal, and an indication of the results of the project or proposal to date.

A. Single renewal option

If so designated at the time of the original proposal, a waiver may be set to require only one annual renewal. After the first renewal, a waiver for such a proposal will automatically become the norm for the school sites operating under the waiver, unless and until there is a school site decision to modify the waiver or return to the original CBA language provision by terminating the waiver.

III. Waiver termination

A waiver shall terminate if:

- A. the terms of the waiver itself require it;
- B. the waiver expires and is not renewed;
- C. any predetermined event or condition to terminate the waiver as set forth in the proposal comes to pass;
- D. there is a joint determination by FEA and the District to terminate the waiver, independent of any specific event or predetermined condition; or
- E. a petition by the originators of the proposal and/or any affected unit member requesting termination is presented to and approved by FEA and thereafter by the District.

IV. Modifications

A request to modify an existing waiver shall be submitted and considered following the same process used for new proposals.

V. Grievances

The following shall be subject to the grievance process under this CBA:

- A. the waiver application process; and
- B. any misapplication of waiver provisions of specific CBA language.

The failure of FEA or the District to identify a restructuring proposal as requiring a waiver shall not preclude the filing of a grievance for an alleged breach of this CBA.

Implementation of the any proposal project terms and conditions not within the scope of this CBA and that did not require CBA language to be waived shall not be grievable.

VI. Incorporation into and impact on CBA

Upon approval of any waiver, a modification of this CBA in accordance with Article 28 shall be made to incorporate the effective terms of the waiver, so that no other document need be consulted to ascertain all the currently binding terms. The wording of the modification used to reflect the waiver shall clearly specify all appropriate limitations of the waiver as to scope, effect, and duration. It is understood that approved waivers are not precedent setting, and that any waiver is applicable only to the specific site or sites for which the waiver is granted and only for the specified duration, and that the unmodified language of this CBA shall continue to be binding for all other sites.

Article 20 Middle College

The District has determined to operate a Middle College program for students of the school district and may at some later date choose to discontinue the program.

I. Assignment of unit members

Only unit members who have volunteered to teach in the Middle College shall be assigned to teach in the program. No unit member shall be involuntarily transferred to the Middle College program. A unit member on partial or full-time assignment at the Middle College site may request a voluntary transfer to a comprehensive high school under Article 8. If a voluntary transfer is not available, the unit member may demand that the District invoke the involuntary transfer provisions of Article 8 to effect a transfer no later than the beginning of the fall semester of the next school year.

II. Adjustment to duties

- A. Unit members who volunteer for and are assigned to the Middle College shall perform services according to the community college academic calendar with the addition of days necessary to bring the total workdays to the one hundred eighty-four days normally required of unit members. Unit members shall be compensated on a per diem basis for any days up to a maximum of ten days worked beyond the one hundred eighty-four days required of unit members on the regular school calendar. Scheduling of the additional days shall be coordinated by the unit members subject to the approval of the administrator in charge of the Middle College. Any additional days beyond one hundred ninety-four which are determined and assigned by the District shall be reimbursed at the per diem rate. Verification of the additional and assigned days worked is the responsibility of the unit member who shall submit a list of the days to the administrator in charge.
- B. The daily schedule shall be subject to the same 450 minute per day limit as for other unit members.
- C. Unit members involved in the Middle College program may be assigned to the District and/or De Anza staff for coordination meetings, other planning meetings, and recruitment programs in lieu of the twenty (20) hours of co-curricular duties time and normal staff meeting requirements of Article 5, but the time shall not exceed the total time required of regular teachers.
- D. The Middle College program shall be staffed at a program average ratio of 1 FTE for every 32.5 students.

Article 21 Summer school

I. Selection process

The District shall post all summer school positions in accordance with the paid co-curricular duties section stipulated in Article 5 X.

II. Summer calendar

- A. The summer school calendar for the subsequent school year shall be determined through the consultation process by the District and FEA prior to January 1 of each year of this CBA.

- B. The number of days for the regular summer school session shall be no more than thirty days. The length of the workday for unit members shall be four hours and fifteen minutes. The workday shall be comprised of one four-hour period, or two two-hour periods and one duty-free relief period of not less than fifteen minutes per day

III. Class size

- A. As of the third day of summer school, a summer school class may not be held if the class does not meet either of the following two criteria:
 - 1. If the average enrollment at the school is twenty-eight per class and the teacher's assigned class has an enrollment less than twenty-eight; or if the average enrollment at the school is greater than twenty-eight per class, but the teacher's assigned class has an enrollment less than fifteen.
 - 2. Exceptions that lower these limits may be made at the discretion of the Superintendent/ designee.

Article 22 Faculty advisory committees

All unit members at each site are expected to be involved in the development and improvement of the instructional program. To this end, Faculty Advisory Committees (FAC) shall be formed to take an active role in participative decision making. The method for selection and composition of the Faculty Advisory Committee shall be determined by FEA and unit members at each site. The Faculty Advisory Committee shall meet with the principal to review and discuss local school issues, practices and budget. The Faculty Advisory Committee shall play an active role in the revision, development or improvement of site practices and shall provide the opportunity for the staff to exchange ideas and engage in planning.

Article 23 Staff development days

I. Offerings subject to available funding

To the extent that funding is available, the District may establish one or more optional staff development days, to be held on dates consistent with those provided for that purpose in the calendars shown in Article 24 below (indicated as "opt. teacher workday"). Unit members choosing not to participate shall have no duties on those dates.

If no such optional program is offered on one or more of those dates, that date shall be deemed a non-duty day for all unit members.

II. Compensation

Unit members who attend the full program offered on one of the optional staff development days under this Article shall be compensated at the rate of \$260 for each full day program and \$130 for each half day program. Members who do not attend or who attend for less than the full program on a given day are not entitled to compensation for that day. However, a unit member engaged in school/district related activities that prevent the unit member from attending all or part of an optional staff development day shall be excused by the District and shall receive the appropriate compensation as if he/she had attended providing he/she receives prior approval from the District.

III. No impact on evaluation

A unit member's attendance or non-attendance shall not be a factor in his/her evaluation under Article 14.

Article 24 Calendars and schedules

I. Calendars

Academic calendars for the 2014-15, 2015-16, and 2016-17 school years are shown below. Dates for periodic reporting of grades are included, and shall apply to all sites. (The fall reporting date is computed as the second Tuesday in January on which students are in attendance; the spring reporting date is computed as the Tuesday following graduation.) Two graduation dates are provided to accommodate site choices for Thursday evening or Friday morning commencement exercises. A calendar for the 2017-18 school year, although beyond the term of this CBA, is included for planning purposes.

July 2014						January 2015					
	1	2	3	4	4- Independence Day				1	2	
7	8	9	10	11		5	6	7	8	9	5- Sem II begins
14	15	16	17	18		12	13	14	15	16	13 - Sem I grades due
21	22	23	24	25		19	20	21	22	23	19- Martin Luther King Day
28	29	30	31			26	27	28	29	30	19 days / 19 total
August 2014						February 2015					
				1	11- New teacher orientation						
4	5	6	7	8	12 - opt. teacher workday	2	3	4	5	6	
11	12	13	14	15	13 -15 - teacher workdays	9	10	11	12	13	14-22 President's week break
18	19	20	21	22	18 - first day of school	16	17	19	19	20	27- end 4 th progress report period
25	26	27	28	29	10 days / 10 total	23	24	25	26	27	15 days / 34 total
September 2014						March 2015					
1	2	3	4	5	1 - Labor Day	2	3	4	5	6	
8	9	10	11	12		9	10	11	12	13	
15	16	17	18	19		16	17	18	19	20	16-opt. teacher workday
22	23	24	25	26	26 - end 1 st progress .report period	23	24	25	26	27	
29	30				21 days / 31 total	30	31				21 days / 55 total
October 2014						April 2015					
		1	2	3				1	2	3	
6	7	8	9	10		6	7	8	9	10	10 - end 5 th progress report period
13	14	15	16	17		13	14	15	16	17	11-19 Spring break
20	21	22	23	24		20	21	22	23	24	
27	28	29	30	31	23 days / 54 total	27	28	29	30		17 days / 72 total
November 2014						May 2015					
3	4	5	6	7	7- end 2 nd progress report period					1	
10	11	12	13	14	10 - 11- Veterans Day	4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28	27 - 30 -Thanksgiving break	18	19	20	21	22	25- Memorial Day
					16 days / 70 total	25	26	27	28	29	20 days / 92 total
December 2014						June 2015					
1	2	3	4	5		1	2	3	4	5	4- end Sem II, 4-5 Graduations
8	9	10	11	12	18 - End Sem I	8	9	10	11	12	5 - teacher workday
15	16	17	18	19	19 - teacher workday	15	16	17	18	19	9 - Sem II grades due
22	23	24	25	26	Dec.20 - Jan 6 Holiday break	22	23	24	25	26	
29	30	31			14 days / 84 total	29	30				4 days / 96 total

July 2015						January 2016					
		1	2	3	3- Independence Day						1
6	7	8	9	10		4	5	6	7	8	4- Sem II begins
13	14	15	16	17		11	12	13	14	15	12 - Sem I grades due
20	21	22	23	24		18	19	20	21	22	18- Martin Luther King Day
27	28	29	30	31		25	26	27	28	29	19 days / 19 total
August 2015						February 2016					
3	4	5	6	7	10- New teacher orientation	1	2	3	4	5	
10	11	12	13	14	11 - opt. teacher workday	8	9	10	11	12	
17	18	19	20	21	12- 14 - teacher workdays	15	16	17	18	19	13-21 President's week break
24	25	26	27	28	17 - first day of school	22	23	24	25	26	26- end 4 th progress report period
31					11 days / 11 total	29					16 days / 35 total
September 2015						March 2016					
	1	2	3	4			1	2	3	4	
7	8	9	10	11	7 - Labor Day	7	8	9	10	11	
14	15	16	17	18		14	15	16	17	18	14-opt. teacher workday
21	22	23	24	25	25 - end of 1 st progress report period	21	22	23	24	25	
28	29	30			21 days / 32 total	28	29	30	31		22 days / 57 total
October 2015						April 2016					
			1	2						1	
5	6	7	8	9		4	5	6	7	8	8 - end 5 th progress report period
12	13	14	15	16	12 - opt. teacher work day	11	12	13	14	15	11-19 Spring break
19	20	21	22	23		18	19	20	21	22	
26	27	28	29	30	21 days / 53 total	25	26	27	28	29	16days / 73 total
November 2015						May 2016					
2	3	4	5	6	6 - end of 2 nd progress report period	2	3	4	5	6	
9	10	11	12	13	11- Veterans Day	9	10	11	12	13	
16	17	18	19	20		16	17	18	19	20	
23	24	25	26	27	26 - 27 -Thanksgiving break	23	24	25	26	27	30- Memorial Day
30					18 days / 71 total	30	31				21 days / 94 total
December 2015						June 2016					
	1	2	3	4				1	2	3	2- end Sem II, 2-3 Graduations
7	8	9	10	11	17 - End Sem I	6	7	8	9	10	3 - teacher workday
14	15	16	17	18	18 - teacher workday	13	14	15	16	17	7 - Sem II grades due
21	22	23	24	25	Dec.19 - Jan 3 Holiday break	20	21	22	23	24	
28	29	30	31		13 days / 84 total	27	28	29	30		2 days / 96 total

July 2016						January 2017					
				1		2	3	4	5	6	3- Sem II begins
4	5	6	7	8	4- Independence Day	9	10	11	12	13	10 - Sem I grades due
11	12	13	14	15		16	17	18	19	20	16- Martin Luther King Day
18	19	20	21	22		23	24	25	26	27	
25	26	27	28	29		30	31				20 days / 20 total
August 2016						February 2017					
1	2	3	4	5	8- New teacher orientation			1	2	3	
8	9	10	11	12	9 - opt. teacher workday	6	7	8	9	10	
15	16	17	18	19	10 - 12 - teacher workdays	13	14	15	16	17	17- end 4 th progress report period
22	23	24	25	26	15 - first day of school	20	21	22	23	24	18-26 President's week break
29	30	31			13 days / 13 total	27	28				16 days / 36 total
September 2016						March 2017					
			1	2				1	2	3	
5	6	7	8	9	5 - Labor Day	6	7	8	9	10	
12	13	14	15	16		13	14	15	16	17	
19	20	21	22	23	23 - end of 1 st progress report period	20	21	22	23	24	20-opt. teacher workday
26	27	28	29	30	21 days / 34 total	27	28	29	30	31	22 days / 58 total
October 2016						April 2017					
3	4	5	6	7							
10	11	12	13	14		3	4	5	6	7	7 - end 5 th progress report period
17	18	19	20	21	17 - opt. teacher workday	10	11	12	13	14	8-16 Spring break
24	25	26	27	28		17	18	19	20	21	
31					20 days / 54 total	24	25	26	27	28	15 days / 73 total
November 2016						May 2017					
	1	2	3	4	4 - end of 2 nd progress report period	1	2	3	4	5	
7	8	9	10	11	11 Veterans Day	8	9	10	11	12	
14	15	16	17	18		15	16	17	18	19	
21	22	23	24	25	24 - 27 -Thanksgiving break	22	23	24	25	26	29- Memorial Day
28	29	30			19 days / 73 total	29	30	31			22 days / 95 total
December 2016						June 2017					
			1	2					1	2	1- end Sem II, 1-2 Graduations
5	6	7	8	9	15- End Sem I	5	6	7	8	9	2 - teacher workday
12	13	14	15	16	16 - teacher workday	12	13	14	15	16	6 - Sem II grades due
19	20	21	22	23	Dec.17 - Jan 2 Holiday break	19	20	21	22	23	
26	27	28	29	30	11 days / 84 total	26	27	28	29	30	1 day / 96 total

July 2017						January 2018					
3	4	5	6	7	4- Independence Day	1	2	3	4	5	2- Sem II begins
10	11	12	13	14		8	9	10	11	12	9 - Sem I grades due
17	18	19	20	21		15	16	17	18	19	15- Martin Luther King Day
24	25	26	27	28		22	23	24	25	26	
31						39	30	31			21 days / 21 total
August 2017						February 2018					
	1	2	3	4	7- New teacher orientation				1	2	
7	8	9	10	11	8 - opt. teacher workday	5	6	7	8	9	
14	15	16	17	18	9 - 11 - teacher workdays	12	13	14	15	16	16- end 4 th progress report period
21	22	23	24	25	14 - first day of school	19	20	21	22	23	17-25 President's week break
28	29	30	31		14 days / 14 total	26	27	28			15 days / 36 total
September 2017						March 2018					
				1					1	2	
4	5	6	7	8	4 - Labor Day	5	6	7	8	9	
11	12	13	14	15		12	13	14	15	16	
18	19	20	21	22	22 - end of 1 st progress report period	19	20	21	22	23	
25	26	27	28	29	20 days / 34 total	26	27	28	29	30	22 days / 58 total
October 2017						April 2018					
2	3	4	5	6		2	3	4	5	6	
9	10	11	12	13		9	10	11	12	13	6 - end 5 th progress report period
16	17	18	19	20	16 - opt. teacher workday	16	17	18	19	21	8-16 Spring break
23	24	25	26	27		23	24	25	26	27	
30	31				21 days / 55 total	30					16 days / 74 total
November 2017						May 2018					
		1	2	3	3 - end of 2 nd progress report period		1	2	3	4	
6	7	8	9	10	10 Veterans Day	7	8	9	10	11	
13	14	15	16	17		14	15	16	17	18	28- Memorial Day
20	21	22	23	24	23 - 26 -Thanksgiving break	21	22	23	24	25	31-end Sem II, 31-1 Graduations
27	28	29	30		19 days / 74 total	28	29	30	31		22 days / 96 total
December 2017						June 2018					
				1						1	1- teacher workday
4	5	6	7	8	14 - End Sem I	4	5	6	7	8	5 - Sem II grades due
11	12	13	14	15	15 - teacher workday	11	12	13	14	15	
18	19	20	21	22	Dec.16 - Jan 2 Holiday break	18	19	20	21	22	
25	26	27	28	29	10 days / 84 total	25	26	27	28	29	

I. Bell schedules

Daily schedules for each school site are shown below. It is assumed that variations will be required for special events such as required standardized testing and final exams, but these schedules will be followed in the absence of such events.

The schedule set below for Fremont High School shall apply for the 2014-15 school year through a waiver. If not modified, replaced, or renewed by the end of that year, the schedule will revert to that shown in the 2011-14 CBA.

Cupertino High School Bell Schedules

Regular -- Mon, Tue, Fri				Rally			
Period	Start	End	Duration	Period	Start	End	Duration
1	7:35	8:25	50	1	7:35	8:20	45
2	8:30	9:20	50	2	8:25	9:10	45
3	9:25	10:20	55	3	9:15	10:00	45
Brunch	10:20	10:35	15	Rally	10:05	10:40	35
4	10:40	11:30	50	Brunch	10:40	10:55	15
5	11:35	12:25	50	4	11:00	11:45	45
Lunch	12:25	1:05	40	5	11:50	12:35	45
6	1:10	2:00	50	Lunch	12:35	1:15	40
7	2:05	2:55	50	6	1:20	2:05	45
				7	2:10	2:55	45
Late Start -- Wed							
Period	Start	End	Duration				
Collaboration	7:35	8:55	80				
2	9:00	10:20	80				
Tutorial	10:25	11:05	40				
Brunch	11:05	11:20	15				
4	11:25	12:45	80				
Lunch	12:45	1:30	45				
6	1:35	2:55	80				
Block -- Thu							
Period	Start	End	Duration				
1	7:35	8:55	80				
Tutorial	9:00	9:40	40				
3	9:45	11:05	80				
Brunch	11:05	11:20	15				
5	11:25	12:45	80				
Lunch	12:45	1:30	45				
7	1:35	2:55	80				

Homestead High School Bell Schedules

Late Start C/Regular -- Mon				Rally			
Period	Start	End	Duration	Period	Start	End	Duration
Collaboration	7:50	8:55	65	2	7:50	9:25	95
1	9:00	9:40	40	Rally	9:30	10:00	30
2	9:45	10:25	40	Brunch	10:00	10:15	15
Brunch	10:25	10:40	15	4	10:20	11:55	95
3	10:45	11:30	45	Lunch	11:55	12:35	40
4	11:35	12:15	40	6	12:40	2:15	95
Lunch	12:15	12:55	40	7	2:20	3:10	50
5	1:00	1:40	40				
6	1:45	2:25	40				
7	2:30	3:10	40				
A/Odd Block -- Tue, Thu							
Period	Start	End	Duration				
1	7:50	9:25	95				
Tutorial	9:25	9:55	30				
Brunch	9:55	10:10	15				
3	10:15	11:55	100				
Lunch	11:55	12:35	40				
5	12:40	2:15	95				
7	2:20	3:10	50				
7 block	2:20	3:55	95				
B/Even Block -- Wed, Fri							
Period	Start	End	Duration				
2	7:50	9:25	95				
Tutorial	9:25	9:55	30				
Brunch	9:55	10:10	15				

4	10:15	11:55	100					
Lunch	11:55	12:35	40					
6	12:40	2:15	95					
7	2:20	3:10	50					
7 block	2:20	3:55	95					

Lynbrook High School

MONDAY: 7 PERIOD DAY		
1	7:35 – 8:25	(50)
2	8:30 – 9:20	(50)
3	9:25 – 10:20	(55)
BRUNCH	10:20 – 10:35	(15)
4	10:40 – 11:30	(50)
5	11:35 – 12:25	(50)
LUNCH	12:25 – 1:05	(40)
6	1:10 – 2:00	(50)
7	2:05 – 2:55	(50)

TUESDAY & FRIDAY: TUTORIAL		
1	7:35 – 8:20	(45)
2	8:25 – 9:10	(45)
TUTORIAL	9:10 – 9:45	(35)

3	9:50 – 10:40	(50)
BRUNCH	10:40 – 10:55	(15)
4	11:00 – 11:45	(45)
5	11:50 – 12:35	(45)
LUNCH	12:35 – 1:15	(40)
6	1:20 – 2:05	(45)
7	2:10 – 2:55	(45)

WEDNESDAY: EVEN BLOCK		
STAFF	Collaboration Time	(95)
2	9:15 – 10:50	(95)
BRUNCH	10:50 – 11:05	(15)
4	11:10 – 12:45	(95)
LUNCH	12:45 – 1:25	(40)
6	1:30 – 3:05	(95)

THURSDAY: ODD BLOCK		
1	7:35 – 9:10	(95)

3	9:15 – 10:50	(95)
BRUNCH	10:50 – 11:05	(15)
5	11:10 – 12:45	(95)
LUNCH	12:45 – 1:25	(40)
7	1:30 – 3:05	(95)

ADVISORY		
1	7:35 – 8:22	(47)
2	8:27 – 9:14	(47)
3	9:19 – 10:11	(52)
ADVISORY	10:16 – 10:32	(16)
BRUNCH	10:32 – 10:47	(15)
4	10:52 – 11:39	(47)
5	11:44 – 12:31	(47)
LUNCH	12:31 – 1:11	(40)
6	1:16 – 2:03	(47)
7	2:08 – 2:55	(47)

ASSEMBLY

2	7:35 – 9:10	(95)
4	9:15 – 10:50 (1st assembly)	(95)
BRUNCH	10:50 – 11:05	(15)
4	11:10 – 12:45 (2nd assembly)	(95)
LUNCH	12:45 – 1:25	(40)
6	1:30 – 3:05	(95)

RALLY		
1	7:35 – 8:19	(44)
2	8:24 – 9:08	(44)
3	9:13 – 10:02	(49)
RALLY	10:07 – 10:42	(35)
BRUNCH	10:42 – 10:57	(15)

4	11:02 – 11:46	(44)
5	11:51 – 12:35	(44)
LUNCH	12:35 – 1:15	(40)
6	1:20 – 2:05	(45)

7	2:10 – 2:55	(45)
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Monta Vista High School Bell Schedules

Regular -- Mon, Fri				Tutorial -- Thu			
Period	Start	End	Duration	Period	Start	End	Duration
1	7:35	8:25	50	1	7:35	8:20	45
2	8:30	9:20	50	2	8:25	9:10	45
3	9:25	10:15	50	Tutorial	9:15	9:45	30
Brunch	10:15	10:30	15	3	9:50	10:35	45
4	10:35	11:25	50	Brunch	10:35	10:50	15
5	11:30	12:25	55	4	10:55	11:40	45
Lunch	12:25	1:10	45	5	11:45	12:35	50
6	1:15	2:05	50	Lunch	12:35	1:20	45
7	2:10	3:00	50	6	1:25	2:10	45
				7	2:15	3:00	45
Odd Block -- Tue				Rally			
Period	Start	End	Duration	Period	Start	End	Duration
1	7:35	9:10	95	1	7:35	8:20	45
3	9:15	10:50	95	2	8:25	9:10	45
Brunch	10:50	11:05	15	3	9:15	10:00	45
5	11:10	12:45	95	Rally	10:05	10:35	30
Lunch	12:45	1:30	45	Brunch	10:40	10:55	15
7	1:35	3:10	95	4	11:00	11:45	45
				5	11:50	12:35	45
				Lunch	12:35	1:20	45
				6	1:25	2:10	45
				7	2:15	3:00	45
Late Start Even Block -- Wed							
Period	Start	End	Duration				
Collaboration	7:35	9:05	90				
Brunch	9:05	9:20	15				
2	9:25	11:00	95				
4	11:05	12:40	95				
Lunch	12:40	1:25	45				
6	1:30	3:05	95				

Article 25 School closure

I. Guiding philosophy

The parties intend that the closure of a school should be treated as a district-wide event rather than restricted to a merely local event at the affected campus. Consequently, if closure of a school becomes necessary, the District and FEA will proceed as if *all* are to close, but one fewer will reopen. The transfer of teachers will be based on credentials, requests, and seniority, and shall be consistent with the general transfer and reassignment provisions of Article 8.

II. Procedures

The following implementation procedure shall be applied:

- A. A list of vacancies shall be distributed to all unit members. Within seven days, each unit member shall return an information card to the respective principal ranking, by order of choice, five positions from the list of vacancies.
- B. If two or more unit members have the same date of hire, such tie(s) shall be broken by lottery.
- C. Unit members to be transferred shall be notified as soon as possible of their new school placement.
- D. If positions are not filled and if unit members have not been placed, volunteers shall be sought from those already placed whose transfer to an open position would create an opening for the unit member without a position. If no volunteer is forthcoming, the unassigned unit member shall be placed in the position of the next more senior unit member who can fill one of the open positions. Such placement of an unassigned unit member is on condition that there is no senior laid off unit member who is authorized and competent to serve in that position.
- E. Vacancies which occur subsequent to the distribution of openings under section 1 above shall be filled in accordance with Article 8.

Article 26 Glossary of terms

Aggrieved a unit member or FEA asserting a grievance.

Annualized FTE	the portion of a full time assignment served by a unit member when measured over a full school year, to account for a difference in assignments from one term to another; for example, a unit member who works full time for half the year and not at all for the other half represents 0.5 annualized FTE
Assignment	the initial placement of a unit member in a specific school site and department(s) by the District
Claim	the assertion of a grievance by one or more unit members, FEA, or its representative(s).
District	the Fremont Union High School District, whether acting through its Board or through its designees or administrative employees
Emergency	a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
FEA	the Fremont Education Association.
Grievance	a claim by one or more unit members of an alleged breach, misinterpretation, or misapplication of the terms and conditions of this CBA.
Immediate Family	mother, father, grandmother, grandfather, or grandchildren of the unit member or the spouse or registered domestic partner of the employee, son, son-in-law, daughter, daughter-in-law, brother, stepchild, brother-in-law, sister or sister-in-law of the employee, or any person living in the immediate household of the employee; a person standing <i>in loco parentis</i> shall be considered as a member of the immediate family.
Individual Grievance	a claim submitted by a unit member to the District without the intervention of FEA.
Industrial accident or illness	an illness or injury which qualifies under Workers' Compensation laws of the State as being work connected.
Non-teaching	a unit member who does not have a classroom assignment and/or does not issue grades.

Off-the-top	those expenses to be deducted from revenues before year-to-year comparison in accordance with Article 15 F 2 for revenue share allocation purposes, as agreed by the parties.
Party in Interest	the person or persons making a claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
Presentation	Use of instructional strategies, activities, and materials.
Reassignment	the change of assignment from one instructional department to another at the same location.
Serious illness	illness where death is imminent, may result in permanent disability, or requires hospital surgery.
Shared Full-Time	two unit members occupying a single full-time position each of whom is employed on a full-time basis for one semester of the school year with the other semester off
Spouse	a unit member's husband, wife, or registered domestic partner
STRS	the California State Teacher Retirement System.
Superintendent	the Superintendent of Schools or the Superintendent's designee.
Transfer	a District action which results in the movement of a unit member from one site to another (such as Cupertino, Fremont, Homestead, Lynbrook, Monta Vista, District Office) for all or part of the duty day.
Unauthorized leave	absence resulting in nonperformance of duties and responsibilities assigned by the District, duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education, and District policies and regulations, including, but not limited to, individual or collective refusals to provide service, unauthorized use of leave benefits, and/or nonattendance at required meetings during the regular workday.
Unit member	an employee of the District belonging to the bargaining unit set forth in Article 1 - III. The term refers to membership in the bargaining unit, not membership in FEA.

Article 27 Summary of consultation obligations.

For the convenience of the parties, the listing below summarizes the obligations to consult during the term of this CBA as set forth in the preceding Articles. This list is not intended to modify, vary, control, interpret, or supercede any other part of this CBA in any way. It is provided only as an aid to compliance with the controlling terms, which may be found by reference to the specific sections referenced below. The parties acknowledge that this list may be incomplete, and that omission here does not alter or relieve any obligations set out above.

I. Consultation required in general

Art 2 II D and

Art 3 VII Determining curriculum

Art 22 Principals consult with Faculty Advisory Committees

II. Consultation required when an issue arises

Art 4 VII Before assigning classroom assistant (with member)

Art 5 III B 1 c Variation in student case load for special education teachers

Art 5 XI C Creation of non-standard alternative duty assignment

Art 5 XI J Modification of a non-standard alternative duty assignment

Art 6 VII A Notice of intent to create combined classes for staffing, and consultation re same

Art 4 VIII D Scheduling parental visits (consult with member)

Art 7 VI Exceptions to prohibition of employment while on leave

Art 15 IV B 7 Unique situations for course approval / salary placement

Art 15 IV D Any assignment exceeding 1.2 FTE

Art 15 V G Creation of any new paid co-curricular position / stipend

Art 15 XII G Carrier change to benefits

III. Consultation required each semester:

Art. 5 IX A 2 All co-curricular assignments, (consult with FEA site appointee)

Art 11 II C Co-curr. duties for part-timers (site admin with affected employees)

IV. Consultation required annually

Art 5 I All members / positions with extended work year

- Art 5 XI C All non-standard alternative duty assignments in force
- Art 5 XII A Special program duties, FTE status, and no-lunch stipends
- Art 6 I Changes to staffing model
- Art 12 I *All* (mandatory) departments participate in Department Chair position selections and/or re-appointments, as set by matrix
- Art 15 V A 2 With Athletic Directors, to assign release period, and review as set by matrix

V. Consultation required annually, by 40th day

- Art 6 IV Staffing and class size ratios

VI. Consultation required annually, prior to Jan 1

- Art 21 II A Summer school calendar

VII. Consultation required annually, in the Spring

- Art 5 III B 2 Lead Resource Specialist duty assignments
- Art 12 VI A EL Coordinator releases/stipends
- Art 16 III F Before offering any retirement employment incentive

Article 28 Effective dates, integration, modification, severability, distribution

I. Effective dates of this CBA

This CBA shall be effective from July 1, 2014 to June 30, 2017.

II. Integration

This CBA contains the entire understanding of the parties, integrates all prior negotiations and agreements, and settles all issues which were or could have been negotiated between the parties. Any rule, regulation, expectation, or practice of the District inconsistent with this CBA is superseded by this CBA.

III. Modifications

No modification to this CBA shall be effective unless in writing and executed by duly authorized representatives of both parties.

IV. No waiver through inaction

The failure of either party to enforce any right, exploit the benefits of any provision, or exercise any power granted to it under this CBA shall not be deemed to be a waiver of that right as to the future, and shall not be deemed to establish any binding precedent or expected course of conduct.

V. Severability of terms

If any term of this CBA is found void, invalid, unenforceable, or contrary to law by a court of competent jurisdiction, the remaining terms shall retain full force and effect.

VI. Section titles

Section titles throughout this CBA are provided for organizational convenience only and are not limiting as to the terms of this CBA.

VII. Distribution

As soon as possible following the ratification of this CBA by both parties, the District, at its expense, will provide sufficient copies of this CBA for distribution to all members employed during the effective dates. Following distribution of this CBA, if there are modifications, the cost of reproducing such modifications shall be borne by the District. The parties agree that readily accessible electronic copies of this CBA, made available to all members by the District, will satisfy the intent of this section.

VIII. Archiving and updating

The parties wish to avoid situations in which the currently binding terms are distributed across one master agreement and a collection of memoranda of understanding, making it inconvenient and error-prone to track the current status of any particular provision. To that end, the parties agree to:

- A. incorporate any agreed upon modifications to this CBA into the CBA itself promptly after such modifications are made, and to make the thus revised CBA available electronically to unit members, and

- B. Retain archived copies of this CBA, so that its status and content at any given time in the past may be easily ascertained.

IX. Execution

Agreement to the terms of this CBA is indicated by the signatures of the authorized representatives of the parties below.

Jason Heskett, President
Fremont Education Association

Bill Wilson, President
Board of Trustees

Jon Stark, Chair
FEA Negotiating Team

Polly Bove, Superintendent
Of Schools

Kyle Howden, Member
FEA Negotiating Team

Christine Mallery, Member
FUHSD Negotiating Team

Erin Ronan, Member
FEA Negotiating Team

Tom Avvakumovits, Member
FUHSD Negotiating Team

Geoffrey Beckstrom, Member
FEA Negotiating Team

Jason Crutchfield, Member
FUHSD Negotiating Team

Daniel Stavis, Member
FEA Negotiating Team

April Scott, Member
FUHSD Negotiating Team