

**2004-2007 FUDTA – FUSD AGREEMENT
TABLE OF CONTENTS**

Article	Title	Page
1	Agreement	3
2	Recognition	4
3	Association Rights	5
4	District Rights	6
5	Professional Organization, Dues/Agency Fees, Payroll Deduction	7
6	Grievance Procedure	8
7	Hours	11
8	Leaves	17
9	Transfers, Reassignments, and Surplussing	23
10	Procedures for Evaluation	29
11	Working Conditions	68
12	Class Size.....	72
13	Unit Member Safety and Protection	76
14	Travel	80
15	Medical Examinations	81
16	Temporary Unit Members	82
17	Part-time Employment/Full Retirement Credit.....	83
18	Shared Classroom Assignment	85
19	Substitutes	86
20	Adult School	91
21	General	94
22	School Calendar	99
23	Fringe Benefits	102
24	Salaries	105
25	Negotiations	108
26	Completion of Meet and Negotiation	109
27	Savings Provision.....	110
28	Disciplinary Action	111
29	Personnel Files	114
30	Complaints	116
31	Peer Assistance and Review/Beginning Teacher Support and Assessment/Intern Mentor Teachers	118
32	Department Chairperson.....	136
33	Academic Freedom	137
34	Supplemental/Remedial Instructional Programs	138
35	Shared Site-Based Decision Making	140
36	Special Education.....	141
37	Multiculturalism	144
38	Psychologists and Counselors	145
39	Pre-School Teachers	151
40	Nurses	156

Appendix A1	Teacher Salary Schedule	2005 - 2006	158
Appendix A2	Counselors Salary Schedule	2005 - 2006	159
Appendix A3	Program Specialists Salary Schedule	2005 - 2006	160
Appendix A4	Psychologists Salary Schedule	2005 - 2006	161
Appendix B	Adult School Salary Schedule	2005 - 2006	162
Appendix C	Pre-School Salary Schedule	2005 - 2006	163
Appendix D	Substitute Pay Rates	2005 - 2006	164
Appendix E	Extra Duty Compensation	2005 - 2006	165
Appendix F	2004-2005 Calendar		166
Appendix G	2005-2006 Calendar		167
Appendix H	2006-2007 Calendar		168
Appendix I	Employment Contracts		169
Appendix J	Letters of Agreement		180
	Signature Page		200
	Index		201

ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Fremont Unified School District ("Board") and the FUDTA/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- *1.3 This Agreement shall remain in full force and effect from date of ratification through June 30, 2007.
- 1.4 Unit members have the right of representation in accordance with Article 28.2.3.4.
- 1.4.1 Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 1.5 The FUDTA representative at each site will conduct all required elections and count votes. All votes by unit members referred to in this Agreement shall be by secret ballot. Each unit member's vote shall be valued at the proportion of FTE he/she works at the particular work site. Alterations, by unit members at a school site, of the work schedule of more than two (2) consecutive days shall take place only upon a secret ballot affirmative vote of one more than half of the total unit members assigned to the site.
- 1.6 In any matter regarding this contract, a unit member has a right to FUDTA representation of his/her choice. The unit member may request to reschedule any meeting which she/he is compelled to attend at a time and location convenient to all parties.
- *1.7 All individual Contracts between the District and probationary and temporary members shall be in conformity with the terms and provisions of this Agreement.
- The District shall issue to each probationary and temporary unit member an individual Contract of employment appropriate to the unit member's classification and assignment. The Contracts used for this purpose shall be included as Appendix I of this Agreement.
- *1.8 All asterisks in this Agreement denote new language and/or adjustments in Article order, numbering, or location.

ARTICLE 2: RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated personnel employed by the Board in the unit as set forth below:

All regular full-time, regular part-time, and hourly certificated/credentialed teachers, including but not limited to teachers on special assignment; ESEA program managers; speech/language pathologists; nurses, librarians, department chairpersons; curriculum specialists; home teachers; hospital teachers; substitutes; adult education teachers; Sheltered English teachers, ESL teachers, and teachers-in-training; summer school teachers; reading teachers; bilingual teachers and teacher trainees; Teachers on Leave to ROP, preschool, K-12, and Adult School teachers; interns; Native American studies teachers; federal and categorical projects teachers; non-administrative federal and categorical projects coordinators/program managers; resource specialists; Special Education teachers; Teachers of the Visually Impaired; Adaptive Physical Education teachers; SIP coordinators; SIP resource teachers; psychologists and counselors, program specialists.

Excluded are managerial, supervisory, and confidential employees within the meaning of the Act.

- 2.2 "Teachers" and/or "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article 2.1 and, therefore covered by the terms and provisions of this Agreement.

ARTICLE 3: ASSOCIATION RIGHTS

- *3.1 The Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, including electronic, subject to reasonable regulations, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed under the Agreement.
- 3.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times.
- 3.3 The Board shall grant a leave to the President of the Association or his/her designee during his/her term of office. A request shall be made and granted reasonably in advance. The Association shall be billed at the cost of the lowest cell on the salary schedule. Each year of the President's term of office (leave) shall constitute a full year's employment in the District, and the President shall be entitled to all benefits and rights granted full-time employees. The District shall return the FUDTA President from his/her leave to the same site/assignment that he/she would have held had the person not been on leave, if he/she elects to return.
- 3.4 The Association shall have the right to purchase released time, at the appropriate substitute pay, for a reasonable number of teachers working on Association business. These unit members shall arrange for substitutes in accordance with established absence procedures.
- 3.5 The Association shall be provided a copy of all non-confidential information relating to employer/employee relations, upon request.
- 3.6 The District shall provide the Association with a list of all unit members and their work stations by September 30 of each school year, on February 15, and upon request.
- 3.7 The District, all its agents over which the District has direct control, and the Association shall make reasonable efforts to accommodate each other in the scheduling of meetings. Thursdays shall be considered "Association Days." Unless agreed otherwise, the District shall not schedule meetings, conferences, and other school business which would extend the regular school day on Thursdays. Unless agreed otherwise, FUDTA will not schedule meetings, conferences, and other Association activities which would interfere with school meetings, events, or activities on Tuesdays.
- 3.8 The Association shall select any and all unit member representatives to joint District/Association committees and to any District committees which have FUDTA unit members on them as long as this committee membership is not by law or code required to be selected in some other manner.

ARTICLE 4: DISTRICT RIGHTS

- 4.1 The right to manage the school District and to direct its employees and operations is vested in and reserved by the District and shall be unrestricted except that exercise thereof may not diminish any lawful right or benefit expressly provided for in this Agreement.
- 4.2 This Agreement supersedes any past practice except as specifically provided for in this contract and it supersedes any previous agreement, oral or written, between any of the parties hereto or between any of them and any unit members and such is not grievable or admissible in evidence in any except P.E.R.B. or court proceedings.
- 4.3 Practices by the District or Association in operating under this Agreement may infer rights and prerogatives not contained in this Agreement. However, such practices, unless specifically provided in this Agreement, may not be asserted in grievance proceedings or other proceedings as limiting the District's or the Association's right to change practice at any time, so long as such change does not diminish express rights and benefits contained in this Agreement.
- 4.4 The District may take action on any matter expressly within this Agreement in the event of an emergency. An emergency is defined as a sudden, unforeseen situation that is caused by factors beyond the control of the District and which requires immediate action to avoid disaster. Any alleged violation of this provision may be grieved directly at the arbitration level of the grievance procedure of this Agreement.
- 4.5 Failure by the District to exercise and/or implement any rights expressly provided for in this Agreement shall in no way extinguish and/or diminish the District's right to do so in the future in accordance with the Marysville decision (PERB Number 314).
- 4.6 The Board shall have all rights accorded them by Education Code and all applicable laws.

ARTICLE 5: PROFESSIONAL ORGANIZATION, DUES/AGENCY FEES, PAYROLL DEDUCTION

- 5.1 Any unit member who is a member of the FUDTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. 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 (10) months or as necessary to complete payment by June 30.
- 5.2 For the duration of this Agreement, any unit member who is not a member of the FUDTA/CTA/NEA or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount not to exceed the unified membership dues and general assessments required for Association membership, payable to the Association in one lump-sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code 45061 and in the same manner as set forth in Article 5.1.
- 5.3 In the event a unit member is a member of a recognized sect and cannot conscientiously support the concept of organizational security because of religious objection, he/she shall file a declaration to that effect with both the District and FUDTA stating that his/her deducted fee be directed to the Lions Club Student Optometry Fund, Red Cross, or Fremont Education Foundation.
- 5.4 A unit member shall sign and deliver to the District an assignment authorizing deduction of the service fee or contribution to the Association or specified charities pursuant to Article 5.3. Such authorization shall continue in effect until the termination of this contract. Pursuant to such authorization, the District shall deduct such fees or contributions from the unit member's regular salary check. For audit purposes, the list of unit members authorizing such deductions shall be made available to the Association.
- 5.5 Upon written request by FUDTA, the District shall be responsible for requiring any unit member to fulfill his/her obligations under Articles 5.1, 5.2, and 5.3 as a condition of employment.
- 5.6 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement for their implementation. It also agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 6: GRIEVANCE PROCEDURE

- 6.1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which from time to time arise. The proceedings used to effect a solution shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6.2 A grievance shall be a written complaint by a grievant involving a violation, misapplication, or misinterpretation of the Agreement.
- 6.3 "Grievant" means individual unit members or the Association when processing a grievance.
- 6.4 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each procedure level are maximum, and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement.
- 6.4.1 Time limits provided for at each level shall begin the school day following receipt by the parties of the grievance, grievance appeal, or written decision.
- 6.5 To be recognized at any procedural level, a grievance shall have been presented at the appropriate level within thirty (30) days of the act/omission giving rise to the grievance.
- 6.6 Failure of the District to comply with the terms and conditions of Levels One and Two shall automatically confer upon the grievant the right to appeal to the next level.
- 6.7 Failure of the grievant to comply with the terms and conditions for appeal from Levels One or Two shall be considered as a waiver of all appeal rights.
- 6.8 By mutual agreement of the parties, procedural levels may be bypassed when such an action would expedite the process.
- 6.9 If a grievance is of such a nature as to require immediate action, the grievant, or his/her representative, may file immediately to the office or person empowered to act, and said office or person shall resolve the matter jointly with the grievant or his/her representative. If the matter is not satisfactorily resolved, it may be appealed using the grievance procedure at Level Three.
- 6.10 In the event a grievance is filed or unresolved on or after May 1 which, if left unresolved until the beginning of the following school year, could result in harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance may be exhausted prior to the end of the school term. By mutual agreement, the grievance procedure may be continued during the summer.
- 6.11 Any member of the unit may at any time present grievance to his/her employer and have such grievance adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement; provided that the Association shall have been notified of all grievances filed upon receipt by the District. The District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 6.12 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. All grievance documents shall be located in the office of the Superintendent and/or in a centralized, secure place that the Superintendent designates and so notifies the Association.
- 6.12.1 Any claim by a grievant or by the Association that reprisals are occurring for the filing of grievances or participation in the grievance procedures shall be investigated by the Superintendent/designee. Within seven (7) working days, the Superintendent shall respond to the reprisal complaint. The Superintendent shall respond to the reprisal complaint. The Superintendent's response may be appealed to Level Three.

- 6.13 The parties shall have equal access to documents and school District records within the policies of confidentiality that are in conformity with state law and policy, which will assist in adjusting complaints.
- 6.14 Nothing herein contained shall be construed as limiting the right of any member of the unit or the Association having a grievance to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted.
- 6.15 Level One: A grievance shall first be submitted in writing to the employee's immediate supervisor with the objective of resolving the matter informally. There shall be a conference within five (5) school days to be followed by a written decision within five (5) additional school days.
- 6.16 Level Two: If the grievance is not resolved at Level One, the grievant may appeal in writing within ten (10) school days of receipt of the decision from Level One to the Superintendent or his/her designee. A conference shall be held within five (5) school days to be followed by a written decision within five (5) additional school days.
- 6.17 Level Three: If the grievance is not resolved at Level Two, the grievant may within five (5) school days of the receipt of the decision from Level Two request in writing to the Association that the grievance be submitted to arbitration.
- 6.18 Arbitration: If the grievance is not resolved at Level Two, and the grievant chooses to pursue the grievance to Level Three, the Association, by written notice to the Superintendent within thirty (30) school days after receipt of the Level Two decision, may submit the grievance to arbitration.
- 6.18.1 At any time during the thirty (30) days, at the request of either party, there shall be a settlement conference for the purposes of reaching a mutually acceptable agreement prior to arbitration.
- 6.19 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) school days of the Association's submission of the grievance to arbitration, a joint request for an arbitration panel shall be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the AAA. The parties may agree to the expedited arbitration procedures of the AAA. If the arbitrator is unavailable within sixty (60) days, either party may request another arbitration panel from AAA.
- 6.19.1 At any time during the period prior to the arbitration hearing, at the request of either party, there shall be a settlement conference for the purposes of reaching a mutually acceptable agreement.
- 6.20 The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning (unless the parties have agreed to use the expedited procedures as indicated above), and conclusions on the issues submitted. The arbitrator shall be without power or authority to make, add to, modify, or change the language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.
- 6.21 All costs of the services of the arbitrator including, but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of the hearing room, and release time for the grievant, if applicable, shall be borne by the losing party. All other costs shall be borne by the party incurring them.
- 6.22 Arbitrators may not award remedies which require a direct money payment (payout) by the District of more than \$20,000 to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds \$20,000, the grievant or Association may seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization/exhaustion of the grievance procedure in such cases.

6.23 The District shall provide released time for a grievance representative while such representative is representing a grievant at Levels One and Two. Paid released time at arbitration level proceedings shall be provided for the grievant(s), witness(es), and representative (whether or not such representative represents the grievant), provided such representative received release time at Levels One or Two. Grievance proceedings shall be scheduled after the instructional day unless the parties mutually agree otherwise.

6.23.1 Any unit member who is requested by either party to appear at any of the grievance levels, including arbitration, as a witness, shall receive paid released time to do so.

6.24 Necessary forms for filing and processing grievances shall be prepared and distributed so as to facilitate operation of the grievance procedure by the District in cooperation with the Association within two months of ratification of this Agreement.

ARTICLE 7: HOURS

7.1 The work day for unit members shall be defined as that amount of time which the District may require individual bargaining unit members to perform in the execution of their employment responsibilities to the District. It shall consist of the instructional day and additional hours of service as hereinafter defined:

The instructional day is defined as the required minutes of instruction in accordance with SB 813, recess, passing time (in secondary schools), and lunch time.

The instructional day is comprised of the following elements and minutes-per-day for the kindergarten, 1-6, 7-8, and 9-12 levels:

State Preschool: Teachers in the State Preschool program shall have a 4-hour workday.

Special Education Preschool: In addition to the instructional minutes required, each unit member shall have a daily 50 minute preparation period. In addition, he/she shall receive credit for daily time scheduled at the beginning of the school year with administrator approval for parent and student contact, with only the remaining time assigned for other instructional duties.

Kindergarten: 360 minutes, comprised of 200 minutes of instruction/recess, 50 minutes preparation time, 30 minutes (minimum) duty-free lunch, and the remaining minutes in other assigned instructional duties.

Grades 1-6: 360 minutes, comprised of 330 minutes of instruction/passing time/recess, and 30 minutes (minimum) duty-free lunch (preparation time is included within the 330 minutes).

Grades 7-8: 360 minutes, comprised of 330 minutes of instruction/passing time, and 30 minutes (minimum) duty-free lunch (preparation time is included within the 330 minutes).

Grades 9-12: 390 minutes, comprised of 360 minutes of instruction/passing time, and 30 minutes (minimum) duty-free lunch (preparation time is included within the 360 minutes).

Vista Flex Time: FUDTA unit members may volunteer to fulfill their workday hours required in this article by working longer hours on some days and fewer or no hours on other days based on the following criteria:

- a) the principal at the site agrees to the revised schedule; and
- b) the principal will seek the input of the Associate/Assistant Superintendent of Human Resources and will notify him/her of the revision prior to committing to a revision; and
- c) no student is denied service based on the revised schedule; and
- d) the total number of hours worked on site is the same as before the revision; and
- e) no unit member shall be made to participate involuntarily in this program.

Changes to the instructional day may be accomplished through the provisions of Articles 7.1.1 and 7.1.1.1.

Additional Required Time - In addition to the instructional day, each unit member will be required to perform no more than 40 hours of additional duty time per year per unit member. Among these duties which the District assigns within these 40 hours are, committee meetings, department/grade level meetings, faculty/District meetings, School Site Council meetings, Student Study Team meetings, Ethnic/Race Relations Committee meetings, Site Safety-Facilities Committee meetings, IEP meetings and/or 504 meetings, parent conferences additional to those required in November, before- and after-school bus duty and/or yard duty, and the supervision of students at extra or co-curricular activities. In addition to the 40 hours required time, the District may require attendance at Back-to-School Night and Open House.

Unit members who are required to conduct IEP meetings and/or 504 meetings shall be responsible for attending faculty/District meetings. Said unit members may credit hours used for IEP meetings and/or 504 meetings toward the difference between the number of hours used for faculty/District meetings and the forty hours of Additional Required Time. Any hours remaining in the forty hours owed shall be used for other duties falling under Additional Required Time. Any additional hours needed to complete IEP meetings and/or 504 meetings which exceed the forty hours of Additional Required Time shall be considered to be a professional responsibility of the unit member.

Professional Responsibilities: Teachers, in the normal course of their professional duties, have the responsibility to prepare lessons, develop programs, grade papers, compute grades, communicate with parents, and to perform such other duties that the unit member deems necessary on or off the site, before or after the instructional day.

- 7.1.1 All proposals to alter, at a particular site, the length of the instructional day, lunch period and/or preparation periods, or to alter the ratio of instructional to non-instructional hours shall be established by majority agreement of the unit members at the site. Agreement regarding these subjects shall be reached on an annual basis by secret ballot vote after they have been presented to the faculty in writing at least one week in advance.
 - 7.1.1.1 Changes to the basic schedule of more than two consecutive days affecting the length of preparation or duty-free lunch periods which are known in advance will be presented in writing to the faculty and a secret ballot vote shall be taken at the next faculty meeting. Each unit member's vote shall be valued at the proportion of FTE she/he works at the particular school site.
 - 7.1.1.2 Whenever an emergency change of more than two consecutive days is required, and time permits, the unit members will be notified in writing and given an opportunity to vote by secret ballot, votes to be valued per FTE as in Article 7.1.1.1.
 - 7.1.1.3 Whenever the vote of any absent member(s) would affect the outcome, and time permits, the vote(s) of any such member(s) who would be affected by the change shall be secured and included unless the member(s) cannot be contacted by telephone.
 - *7.1.1.4 Each year, when unit members vote as a group to alter the length of the student instructional day for the purpose of creating minimum days, the minimum days shall be used for collaborative instructional related activities, professional responsibilities, and/or previously determined and scheduled 40 hour activities.
 - *7.1.1.5 The number of minimum days shall be determined at each individual school. The number and scheduling of minimum days shall be coordinated through the District so that they do not cause conflict or disruption to the operation of the District, including the ability of the transportation department to pick up and deliver students.
- 7.2 No duties may be assigned on a Sunday, holiday, or during vacation time.
- 7.3 During the prior Spring, each site's unit members will review the time requirements, as well as make suggested additions and deletions to the list of requirements under the 40 hours for that site. On the first day of school, the principal shall post a list of Additional Required Time related to supervision. On the first day of school, or as soon thereafter as possible for itinerant unit members, unit members shall sign up for additional required time, as related to supervision, as defined above. The principal shall inform unit members that each is to sign up for a number of hours which equals 40 hours minus the number of hours the principal announces they shall be required to attend faculty/District meetings.

- 7.3.1 All unit members shall be given equal opportunity to sign up for Additional Required Time.
 - 7.3.2 Unit members may not receive credit for Additional Required Time for which they are already being paid extra duty compensation.
 - 7.3.3 Supervision duties within the instructional day are adjunct duties. Such adjunct duties shall be assigned equitably by rotation.
 - 7.3.4 Unit members shall sign up for Additional Required Time and shall be rotated for adjunct duty supervision proportional to the time spent on each site. Kindergarten teachers shall be credited with assigned adjunct duty time for any supervision duties they do with their own students before or after the 200 instructional minutes for kindergarten. If, due to scheduling, a kindergarten teacher has his/her class for more than the required 200 minutes in a day, any additional minutes shall also be credited as adjunct duty.
 - 7.3.5 Nurses shall not be required to do yard duty at the elementary school (adjunct duty) due to the nature of their assignment.
- 7.4 Overtime duties--Overtime is "Additional Required Time" above 40 hours. The principal must request, but may not require, a unit member to perform overtime.
 - 7.5 Faculty meetings shall not extend the work day beyond seven (7) hours nor shall any District-level meeting exceed 90 minutes, except that for any given meeting, a majority of unit members who are participating may elect to waive the time limit.
 - 7.6 No unit member shall be denied a legally required restroom break, nor a minimum duty-free lunch exclusive of passing time.
 - 7.7 Each teacher in grades 7-12 shall receive a preparation period daily during the instructional day for the purpose of preparing lessons, meeting with parents and students and related activities exclusive of supervision, except in cases of campus disruptions. The District shall make reasonable attempts to minimize interruptions to the teacher's preparation period.
 - 7.8 All grade 1-6 teachers will receive 45 minutes of daily preparation time or the equivalent of 225 minutes per week. Preparation time for grades 4-6 shall be delivered by a preparation teacher. All grade 1-3 teachers will receive 45 minutes of daily preparation time, the equivalent of 30 minutes daily or 150 minutes per week delivered by a preparation teacher, and 15 minutes daily non-student time. Every effort will be made to place as much primary preparation time at the following placements: beginning of day, end of day, or before/after lunch (adjacent to a non-instructional block of time.) The preparation schedule of the school will be developed by the principal, with input from the affected teachers. If preparation time is going to be offered in any other configuration than 30 minutes daily for primary and 45 minutes daily for immediate with a preparation teacher, it will be by mutual agreement of the parties.
 - 7.8.1 Preparation teachers shall receive 45 consecutive minutes of daily preparation time.
 - 7.8.2 Regular education grades 1-3 combination teachers shall receive the equivalent of 45 minutes of daily preparation time delivered by a preparation teacher.
 - 7.8.3 Combination and Special Day Class teachers shall receive the equivalent of 45 consecutive minutes of daily preparation time from a preparation teacher.
 - *7.8.4 When there is a vacant preparation specialist position, the content of the preparation position shall be determined by a majority of the bargaining unit members at that site, in agreement with the principal, and consistent with the FUSD Board direction.

The District shall not assign a preparation teacher to more than two (2) work sites. Preparation teachers shall receive time for travel between sites in accordance with Article 14.3.

In the case of declining enrollment at any school site and the District has surplused a preparation teacher, sites with vacant preparation positions will follow the procedures in this article unless the available teacher's credential and certificate limit the preparation options. In such situations, sites with vacancies shall first accommodate the teachers who were surplused and placed on the unassigned list before voting to determine preparation subject content.

7.8.5 Where scheduling problems make it impractical to provide each teacher with exactly 225 minutes per week, the unit members affected and the principal shall mutually agree to a method by which each unit member shall, during the course of the school year, be released from the classroom an amount of time necessary to replace accumulated time lost. Replacement time is to be used for the purposes of preparing lessons, meeting with parents and students and related activities exclusive of supervision, except in cases of campus disruption.

7.8.6 In an emergency, in cases where regular substitutes are unavailable, the principal may assign the subject specialist or classroom teacher on prep to substitute duty. In the first case, unit members deprived of their preparation period shall receive the hourly rate of pay. Actual assignment of the subject specialist shall be accomplished following determination of need by principal and unit members affected at each individual school. In the second case, if no volunteer is available, a rotation system shall be used.

7.8.7 Every effort will be made to rotate the scheduling of staff development/curriculum development activities.

7.8.8 For purposes of this Agreement, Kindergarten teachers shall be credited with 250 minutes of preparation time per week within the instructional day that is not spent in another assigned instructional duty.

7.9 The District shall not require teachers, other than ROP teachers, of grades 7-12 to teach more than five (5) instructional periods, or the equivalent, per day. With respect to ROP, status quo/past practice shall be maintained.

7.10 The District shall not schedule a unit member to have unassigned time during the workday unless the District obtains the consent of the affected unit member.

7.11 A unit member may leave the campus or work site during his/her preparation period to attend to necessary work-related activities and to preparation activities which cannot be accomplished on site.

7.12 Unit members will supervise bus lines for not more than fifteen (15) minutes except in emergencies.

7.12.1 Site administrators shall assign adjunct duties equitably and in a manner that is fair to the entire staff at each site.

7.13 In establishing the basic daily schedule for each school, the length of the preparation period for grades 7-12 shall be established as the length of the instructional period. No changes shall be made in the basic daily schedule of any school which would affect the length of the preparation period for more than two (2) consecutive days unless mutually agreed otherwise as provided for in Articles 1.5 and 7.1.1.

7.13.1 At sites where schedules reflect mutually agreed-to adjustment to the length of the preparation period to implement a "silent reading" or other program, the length of the periods as well as the equitable allocation of preparation time shall be established in the same manner as in Article 7.13, thereby providing equitable treatment to all unit members.

- 7.14 At the start of the school year, the principal shall establish a list of the preparation periods of all unit members at his/her site(s). Unit members who volunteer for substitute duty shall be noted and offered substitute assignments before other unit members are assigned. The principal shall move sequentially through the list for substitute duty when no volunteer is available. This list shall be posted at the school site and shall accurately indicate the number of times a unit member has been required to substitute. A unit member volunteering/assigned to substitute during his/her regularly scheduled preparation time or class time shall receive the hourly rate. At the end of the 1995-96 school year, the liaison committee shall construct a list of those who have substituted during their prep and the number of times during the year and dates on which they substituted. The number of times one has substituted will determine the placement on the subsequent year's list. Once the preparation periods are determined for the subsequent year, the liaison committee will construct the list for the next year's rotation based on this date. The principal will be responsible for ensuring that the appropriate personnel are notified of their turn in the rotation.
- 7.14.1 Human Resources Office will provide FUDTA monthly reports on the number of schools that cannot secure substitutes on any given day.
- 7.14.2 A teacher assigned to substitute during his/her regularly scheduled preparation time or class time shall receive a minimum of one hour pay.
- 7.15 If all teachers having a common preparation period at a site are not assigned substitute duty on an equitable basis during any one semester, any substitute duty performed beyond the minimum performed by the member of the group with the least number of assignments shall be compensated in addition to the hourly rate by an equivalent amount of preparation time, to be taken by mutual agreement with the principal as soon as possible but in no case later than the end of the following semester.
- 7.15.1 The District shall maintain records of all occasions when regular teachers are assigned to substitute.
- 7.16 The District may assign a teacher to substitute according to the procedures in this agreement only in cases where regular substitutes are unavailable, regardless of the length of the assignment.
- 7.17 Special Education (Inservice) - All special education inservice education meetings for unit members shall occur with teachers having a minimum instructional day or full-release day.
- 7.17.1 Scheduling of IEP and SST (Student Study Team) meetings shall be done, whenever possible, within the continuous instructional day. The special nature of the multiple school assignments of non-classroom personnel, such as nurses and speech/language pathologists, shall be taken into consideration when scheduling IEP meetings so that they will not be required to work beyond a continuous instructional day except in unusual circumstances.
- 7.18 To meet the minimum aggregate minutes required under SB 813, the workday of unit members at grades 9-12 shall be based on six (6) fifty-five (55) minute periods and 7-8 unit members' workdays shall be based on six (6) fifty (50) minute periods, except as modified by Article 1.5 and Article 7.1.1.
- 7.19 Home teachers' hours shall include their time working with regular unit members to gather assignments, plans, materials, etc., for the students requiring their services, provided that such time falls within the aggregate time allotted per student (one (1) hour per day, five (5) days per week).
- 7.20 Seven-Period Day: In the event that the Legislature provides full funding for the addition of a seventh instructional period, the Seventh Period Study Committee shall reconvene to formulate recommendations for the implementation of a seven-period high school instructional day to be brought to the Board. The Committee shall provide a forum for consultation on this subject as a curriculum matter, as provided in Government Code section 3543.2, subdivision (a).

- 7.21 The District shall make every effort to ensure that no kindergarten teacher is required to share a classroom with any other class during instructional time.
- 7.22 The dates and hours of Back-to-School Night and Open House shall be determined by majority vote among unit members at each site with the following conditions:
- 7.22.1 Back-to-School Night shall be held between the first teacher workday and the end of the first week in October. Back-to-School Nights for K-6 schools will be held on Tuesdays, 7-8 on Wednesdays, and 9-12 on Thursdays. The date and time shall be established by May 1 of the previous year.
- 7.22.2 Open House activities shall be held during the month of Public Schools Week. Open House for K-6 schools will be held on Tuesdays, 7-8 on Wednesdays, and 9-12 on Thursdays. The date and time shall be established by December 1 of the current school year.
- 7.22.2.1 Schools which hold their Open House other than during the month of Public Schools Week may request to do so subject to the conditions stated above.
- 7.22.3 Schools requesting to select a day other than the one designated may do so (subject to the conditions stated above) as long as it does not conflict with other schools within its attendance area.
- 7.23 If the District reinstates release time for Activity Directors, the following shall apply:
- The current practice of the District is to fund three periods for each high school and one period for each junior high for an Activity Director. The District agrees to negotiate with FUDTA any proposal to provide less than the above for any reinstated release time of Activity Directors.
- The stipend for Activity Director shall be as established in Appendix E.
- 7.24 The District shall not hold any Districtwide inservice for all unit members on the first work day.
- 7.25 The District shall establish a District-wide committee to review and revise 504 forms and procedures (the majority of committee members shall be FUDTA unit members).

ARTICLE 8: LEAVES

8.1 General

- *8.1.1 Any unit member desiring a leave of absence without pay may apply directly in writing to the Associate/Assistant Superintendent for Human Resources, who must act on the request within five (5) days. His/her decision shall be subject to appeal to the Board.
- 8.1.2 In accordance with this policy, unit members shall absent themselves from duty through procedures established by this Agreement. Notice shall be given as soon as possible in the event of emergency absence.
- 8.1.3 It is the unit member's responsibility to notify the Human Resources Office of his/her intent to return to duty. In the event such notice is not given prior to 6:30 a.m. on the date of return to duty, another day of absence may be charged to the unit member.
- 8.1.4 No leave granted by the Board shall be considered an interruption in continuity of service for the purpose of qualifying for permanent classification. On all short-term leaves or leaves of twelve (12) calendar months or less, the District must relocate the returning unit member to the assignment at the same site he/she would have had if he/she had not gone on leave, if the unit member so requests.
 - *8.1.4.1 A unit member on sabbatical, maternity, extended maternity, or any other leaves, for up to one year, shall have the right to the assignment that he/she would have had, had he/she not taken a leave. If the leave is longer than one year, the unit member shall be placed on the unassigned list. Teacher-on-assignment shall have the right to the assignment that he/she would have had, had he/she not taken a leave for up to two (2) years. However, by mutual agreement between the unit member and the Board, the unit member may be returned to an assignment or site other than the one previously held. In no case may the prior agreement of the unit member, as outlined in this paragraph, be a condition upon which the leave is granted.
 - 8.1.4.2 The school site position vacated by a teacher on leave shall be considered a temporary position for the first twelve (12) months or less of the leave. The filling of said position by a teacher shall not confer upon him/her permanent status at that school.
 - *8.1.4.3 Unit members on leave for the fall semester or longer who do not declare in writing, by February 15, their intent to return for a given school year shall automatically be placed on the unassigned list and schools may make tentative assignments without reference to such unit members then on leave. For spring semester leaves, notification by unit members shall be by April 1.
- 8.1.5 The District and members of the Governing Board are freed of any liability for payment of compensation for damages provided by law for death or injury of a unit member if the death or injury occurs while the unit member is on leave of absence granted by the Board.
- *8.1.6 The Board may grant leaves not specified in the Education Code with or without pay, but shall not deprive a unit member of leave to which he/she is entitled under law.
- 8.1.7 Computation of salaries for absences other than those provided for in the Education Code and this Agreement shall be determined at the discretion of the Board.
- *8.1.8 During all unpaid leaves, unit members shall have the right to continue participation in the District fringe benefit plans at the unit member's cost if acceptable to the insurance carrier.

- *8.1.9 For all paid leaves, unit members shall have continued coverage under employee purchase of fringe benefit plans, and shall receive credit for salary increments as if the unit member were on duty.
- 8.1.10 Unit members requesting a substitute for one or two hours/periods shall be charged with only the actual time requested, regardless of payment of a substitute for a half day.
- 8.1.11 A leave from part of a unit member's assignment shall be treated in all respects by the District as a full leave from an assignment. A member on leave from part of an assignment shall have the right to the same level of assignment as before the leave.

8.2 Personal Illness/Injury Leave

- *8.2.1 Ten days sick leave with pay will be granted to each full-time unit member who is absent from duty because of sickness, quarantine, or accident for each full year of service. This provision shall apply only to illness, quarantine, or accident for the unit member himself/herself. If such unit member does not take the full amount of leave allowed in any school year under this Article, the amount not taken shall be cumulative from year to year (EC 44978). Part-time unit members will be granted a proportionate part of sick leave. The Board shall comply with provisions of the Education Code for extended illness. Each unit member shall receive a yearly verification with the April 30 warrant of accrued sick leave.
 - 8.2.1.1 In accordance with Section 233 of the California Labor Code, a unit member may use up to one-half the number of sick leave days earned and available in one school year to attend to an illness of a child, parent, or spouse.
- 8.2.2 The Superintendent may require verification of claimed illness or accident, based on reasonable cause.
- *8.2.3 After all earned sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her own salary and the actual amount paid a substitute up to the long term substitute rate, excluding the cumulative incentive pay rate, up to a total of 100 school days.

*8.3 Personal Illness/Injury Leave (Workers' Compensation)

Whenever a unit member is absent from employment and unable to perform his/her duties as a result of personal illness/injury occurring in the course of his/her employment and a valid claim has been accepted and approved by the District's Workers' Compensation third party administrator, he/she will be paid his/her full salary for the period of his/her absence, less the amount of any Workers' Compensation payments received for disability due to said illness/injury. The allowable leave of absence shall be for up to sixty (60) working days. Extension shall be granted at the discretion of the Board. Leaves shall conform in all respects to Education Code 44984. Such leave shall not be charged to annual or cumulative sick leave. Under this paragraph, after all allowable leave and Board-granted extension are exhausted, the unit member shall be allowed to use his/her regular cumulative sick leave under those provisions in Article 8.2 (Personal Illness/Injury Leave) of this Article. The Board may request a reasonable number of physical examinations by a licensed physician.

8.4 Special Leave

- 8.4.1 Up to two days leave with full compensation may be granted to each unit member, who teaches twenty (20) hours or more per week, who must be absent from duty because of the following reasons:
 - *8.4.1.1 Family illness, quarantine, or accident necessitating his/her presence in his/her immediate household and/or involving mother, father, son or daughter, spouse, registered domestic partner, or one additional person named at the unit member's discretion who resides in the unit member's household.

- 8.4.1.2 Religious observances for recognized and established holy days.
- 8.4.1.3 Court subpoena or request to appear as witness or defendant.
- 8.4.1.4 Exceptions to this policy may be requested for the Superintendent's consideration.

*8.4.2 The unit member shall not be required to secure advance permission for leave taken for any of the above reasons. The District shall disallow payment for leave taken without prior permission for reasons not stated in 8.4.1.1 through 8.4.1.4 above. Unit members shall notify site administrators in advance of taking special leave except in cases of emergency.

8.5 Bereavement Leave

*8.5.1 A unit member shall be entitled to a minimum of three (3) days, and if travel beyond two hundred (200) miles is required, a maximum of five (5) days bereavement leave, in addition to sick leave, for death in the family with full compensation. Such days need not be taken in consecutive order but must be taken within 12 months. Family, for the purpose of 8.5.1 is defined in 8.5.2.1 below.

8.5.2 Compensation beyond three (3) or five (5) days maximum, whichever is applicable, may be granted for bereavement leave at the discretion of the Superintendent.

*8.5.2.1 Family members in addition to those defined in 8.4.1.1 above are defined for bereavement leave purpose as grandmother or grandfather of the unit member, or of the spouse, registered domestic partner, of the unit member, son-in-law, niece, nephew, aunt, uncle, conservator, trustee, godchild, daughter-in-law, brother or sister of the unit member, sister-in-law or brother-in-law, grandchildren, or anyone living in the immediate household of the unit member.

*8.6 Personal Leaves

*8.6.1 Leaves for business or personal reasons may be granted with pay, without pay, or at the difference between the unit member's salary and the actual amount paid a substitute up to the long term substitute rate, excluding the cumulative incentive pay rate, at the discretion of the Superintendent. For the purpose of this article, "personal reasons" may include hospice leave.

*8.6.2 Leaves to care for a child, parent, spouse, or registered domestic partner, who is seriously ill and unable to care for themselves, shall be granted for up to two weeks. A unit member shall receive the difference between the actual amount paid a substitute up to the long term substitute rate, excluding the cumulative incentive pay rate.

8.7 Jury Duty and Court Witness (other than personal business)

Unit members may be absent from duty to serve as jurors or court witnesses (other than personal business) without loss of pay. Fees paid the unit member for such services shall be payable to the school District.

8.8 Sabbatical Leave

Sabbatical leave is defined as "a leave of absence granted pursuant to EC 44966-44974 to unit members for a period not to exceed one (1) year for the purpose of permitting study which will benefit the schools and pupils of the Fremont Unified School District." A full year sabbatical leave may begin at either first or second semester and continue for a full year. Such leaves shall be subject to the following conditions:

- 8.8.1 Sabbatical leave must be preceded by at least seven (7) consecutive years of certificated service, all of which shall have been served as a regular, full-time unit member in this District or as a unit member serving twenty (20) or more hours per week for seven consecutive years in one (1) or more of the hourly school programs in this District. The sabbatical leaves of these unit members shall be prorated to reflect the unit members' current hourly level of service. Up to eight (8) full-time equivalents of the Bargaining Unit as approved by the committee may be granted sabbatical leaves each year.
- 8.8.2 Applications for sabbatical leaves shall be on file in the Human Resources Office not later than April 1 of the school year prior to the leave and must set forth the purposes for which the leave is requested and procedures for accomplishing same. The applicant will be notified within sixty (60) days of the filing date regarding the acceptance or rejection of his/her application.
- 8.8.3 The application for sabbatical leave by unit members shall be screened by a committee.
- 8.8.3.1 The screening committee shall consist of five (5) members assigned on an annual basis by the Association, one (1) administrator appointed by the Superintendent, and a representative from the Human Resources Office. The criteria upon which the committee shall base its selections shall be limited to those found in EC 44966. Written procedures for applying the criteria for scoring proposals shall be developed by the Association and the District by December 1 yearly. Replacement of the applicant for duration of the leave shall not be a criterion.
- 8.8.3.2 The recommendation of the screening committee shall be submitted to the Board with the recommendation of the Superintendent.
- 8.8.4 Compensation while on Sabbatical Leave
- 8.8.4.1 Compensation for unit members while on sabbatical leave shall be fifty (50%) percent of the salary in accordance with the provisions of the Fremont Unified School District certificated salary schedule in effect during the period of the leave.
- 8.8.4.2 Unit members requesting sabbatical leave shall state on their application whether or not they expect salary payments during the course of the sabbatical leave.
- 8.8.4.3 Compensation while on sabbatical leave shall be in keeping with EC 44966-44969.
- 8.8.4.4 Compensation granted by the Board to the unit member on leave may be paid in monthly installments during the leave or in two (2) equal annual installments during the first two (2) years of service rendered in the employ of the Board following the return of the unit member from the leave of absence. The compensation shall be paid a unit member while on the leave of absence in the same manner as if the unit member were working in the District upon the furnishing by the unit member of a suitable bond indemnifying the Board of the District against loss in the event that the unit member fails to render a period of service equal to twice the length of the sabbatical leave in the employ of the Board following the unit member's return from leave of absence. The bond shall be exonerated in the event the failure of the unit member to return and render the aforementioned service is caused by the death or physical or mental disability of the unit member. If the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the aforementioned service therein following his/her return from leave, the Board in its discretion may waive the furnishing of the bond and pay the unit member on leave in the same manner as though a bond was furnished (EC 44969).

- 8.8.4.5 Non-liability of District and Board. Both the Board of the District and the District shall be freed from any liability for payment of any compensation or damages provided by the law for the death or injury of any unit member of the District employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on any leave of absence granted under the provision of EC Sections 44962 to 44976, inclusive.
- 8.8.4.6 Continuity of Service. Such leave shall be counted as year of service and experience on the salary schedule.
- 8.8.4.7 Required Report. Upon return to the District from sabbatical leave, the unit member shall submit a report to the Superintendent.

8.9 Other Sabbatical Leaves

- 8.9.1 The District may grant sabbatical leaves to more than eight (8) full-time equivalents of the Bargaining Unit.
- 8.9.2 All sabbatical leaves shall be granted according to the procedures outlined in Article 8. However, those sabbaticals beyond the eight (8) full-time equivalents of the Bargaining Unit will be granted on the condition that the unit member's leaving will not require replacement from outside the District.

8.10 Professional Leave

Leave for professional duty or study without pay may be granted by the Board for a period of one regular school year. Such leave may be renewed for a period of one (1) year.

*8.11 Maternity Leave

The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absences, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. All maternity leave shall be charged to the unit member's sick leave or accumulated sick leave. Once the unit member has been released by her physician for return to duty, the unit member must return to duty unless the unit member has requested and been granted extended maternity leave or other leave by the Board. Medical leave for pre and/or post partum pregnancy-related complications may extend maternity leave.

*8.11.1 Extended Maternity Leave

The District shall grant to the unit member (natural mother) extended maternity leave upon her request identical to the leave accorded to natural fathers and adoptive parents by Article 8.15, not to exceed forty-five (45) school days. A unit member shall receive the difference between the actual amount paid a substitute up to the long term substitute rate, excluding the cumulative incentive pay rate.

8.12 Child and Family Care Leave

Unpaid leave for childcare shall be granted upon request for all or part of the semester in which the leave is requested. Leave shall be granted for an additional full semester, and up to one year, upon request of the unit member. Such leave may be further extended by the approval of the Board.

- *8.12.1 Concurrent with other paid leaves otherwise provided by this Agreement, or law, the District shall grant unpaid leave for family care consistent with the provisions of the "Family Rights Act of 1991 (AB 77)" and the "Federal Family and Medical Leave Act of 1993 (FMLA)" and may deny request for such leave only on grounds provided therein. The purpose of this leave is to care for any member of the family (as defined in Article 8.4.1.1 above) who is afflicted by a serious health condition.

*8.12.2 Child and Family Care leaves are not considered breaks in service for purpose of eligibility for employee benefits, longevity, or seniority under this Agreement.

*8.13 Military Leave

Request for Military Leave shall be granted pursuant to provisions of EC 44800, Military and Veterans' Code 395.01 and 395.02.

8.14 Personal Necessity Leave

Unit members electing to charge up to seven (7) days personal necessity leave to their personal sick leave account in accordance with EC 44981 and Board Policy shall be allowed to do so at the discretion of the unit member. If such leave is taken for other than illness or death in the immediate family, accident involving his/her person or property, or the person or property of a member of his/her immediate family, appearance in court as a litigant, or as a witness under an official order, the unit member shall notify his/her immediate supervisor at least twenty-four (24) hours in advance.

*8.15 Paternity/Adoption Leave

Upon request, the Board shall grant a unit member who is a natural father or adopting parent a leave with compensation not to exceed forty-five (45) school days. A unit member shall receive the difference between the actual amount paid a substitute up to the long term substitute rate, excluding the cumulative incentive pay rate. The forty –five (45) school days are to be consecutive with the arrival date of the child. At the request of the unit member, the Board may, at its discretion, extend the leave beyond forty-five (45) school days without compensation.

*8.16 Catastrophic Leave

The District may grant, on a case-by-case basis, up to thirty (30) days of paid or unpaid Catastrophic Leave to unit members who have suffered from a personal catastrophe (such as destruction of their home or prolonged illness) after the unit member has exhausted all other paid leaves. This leave may be extended by the District.

*8.17 Sick Leave Bank

Unit members may donate unused sick leave to the Sick Leave Bank to assist other unit members who are suffering from long-term illnesses or disabilities, and who have exhausted all fully paid leaves. The Sick Leave Bank shall have 300 days of sick leave per year donated or for use by the membership. Donated sick leave shall be converted for use on an hour-for-hour basis resulting in the recipient being paid at his/her regular rate of pay. The Association shall determine eligibility for unit members and inform the District which unit members' sick leave accounts are to be debited and which unit members' sick leave accounts should be credited. The names of unit members receiving Sick Bank Leave shall be kept confidential unless the unit member requests otherwise. The unit member must be enrolled in the FUDTA Sick Leave Bank before being eligible for donated sick leave.

*8.18 Unit members with disability shall be granted leaves with the full rights, protections, and benefits of the "Federal Americans with Disabilities Act of 1990."

8.19 All unit members' leave deductions shall reflect the actual time used in one-hour increments.

***ARTICLE 9: TRANSFERS, REASSIGNMENTS, AND SURPLUSING**

***9.1 Transfer**

Transfer is a voluntary request by a unit member for change in assignment between schools. Unit members shall be given the opportunity to apply for transfers with or without giving reasons. All requests for transfer must be submitted on the Transfer Request Form, specifying the grade and/or subject, and site.

Transfer requests shall be kept on file by the Human Resources Office from time of submission until September 30. All unit members requesting transfers shall be offered an interview, to be conducted by the principal, department chairperson, or grade level representative, and one (1) other unit member selected by the site unit members, before positions for which they are qualified and in which they have an interest are filled by the principal.

9.1.1 The following factors shall be considered in filling a posted vacancy by means of a transfer:

9.1.1.1 Available vacancies and number of requests for transfer.

9.1.1.2 Grade level, subject field, and position for which unit member is best suited by qualifications and experience. The qualifications and experience of unit member applicants for transfer which shall be considered include preparation, written annual evaluations, and length of service as a unit member in Fremont Unified School District. Length of service is defined as the number of years of continuous service in the District with a regular credential including leaves of absence for the purpose of further study. Seniority shall be defined as in Article 21.3.5

When a transfer involves a change of subject field, the change may be made only if the unit member meets the qualifications currently required for that specialty in terms of subject field preparation and teaching credential.

*9.1.1.3 All the above factors being equal, appropriately credentialed and certificated unit members who apply for a transfer shall be selected based upon their seniority within the District and shall be given preference in granting a transfer request. Upon request, unit members shall be provided reasons, in writing, as to why the person being transferred was selected. The Human Resources Office shall provide a transfer request form. The following information shall be on the transfer request form:

"Transfer requests shall be kept confidential. The principal, and the District supervisor, in the case of District-assigned personnel, of the unit member seeking a transfer shall not be informed of the transfer request unless the transfer request has been granted."

*9.1.1.4 Transfer to substitute pool

When there is not a need for a staff reduction at the site, a unit member may volunteer to the substitute pool provided the following conditions are met:

*9.1.1.4.1 There is a sub pool unit member qualified to fill requesting teacher position.

*9.1.1.4.2 The sub pool unit member agrees to accept said position.

*9.1.1.4.3 The principal agrees to the transaction.

*9.1.1.5 Until such time as all unit members in the substitute pool have been placed, no person shall be hired from outside the District unless there is no unit member on the existing staff with the required credential. Whenever an appointment of a new hire is made during the school year, the position filled shall be declared vacant at the conclusion of the school year.

*9.1.1.5.1 All unassigned unit members shall be offered vacant positions for which they are qualified at the time the vacancy occurs.

9.2 The transfer procedure shall be coordinated by the Human Resources Office. Explanations of the procedures, including forms, timelines, etc., for the current year shall be developed by the District, with input from the Association, by February 15. These materials shall be distributed to all unit members by March 1.

9.2.1 The District shall fill vacancies in the following order: placement of all teachers on the unassigned list; permanent/probationary transfer requests; temporary teachers on rehire list; and new hires.

*9.2.2 The District shall officially add new open positions to the next monthly vacancy list as soon as they are declared vacant by the Human Resources Office.

*9.2.3 The transfer calendar including interviews shall be as follows: April 1 through the August vacancy list.

*9.2.3.1 A list of vacancies shall be posted on April 1, the first Monday of May, the first Monday of June, the second Monday in July, the first Monday in August. Each list of vacancies shall remain posted and open for a period of ten (10) working days.

*9.2.3.2 All vacancies shall be posted on the District's web page, on bulletin boards easily accessed in the Human Resources Office and at each school site and by hard copy to the Association.

*9.2.4 The process for each calendar period shall be as follows.

*9.2.4.1 April 1 - After all teachers on the unassigned list have been placed, the April 1 posting shall be open to permanent/probationary teachers only. The April 1 posting shall be a cumulative list of all known vacancies including leaves of absence and shall remain posted and open for a period of ten (10) work days. At the close of the ten (10) day posting period, all permanent/probationary teachers who notify, or have previously notified the Human Resources Office of their wish to interview for the accumulated vacant positions, shall be notified of a time and place of interview(s) to be scheduled for each vacancy for which s/he has applied. Such interviews shall occur at the close of the ten (10) day period and shall be conducted in accordance with Article 9.1. In those circumstances when there are no applicants for a transfer vacancy, the site principal shall request from Human Resources the names of temporary contract employees on the rehire list.

For those positions held by teachers on approved leaves of absence for second semester whose notice of intent to return is due April 1, the positions shall be posted as vacancies on the April 1 list, and shall be withdrawn as vacancies if the intent to return notice is received by Human Resources by April 1.

*9.2.4.2 Beginning with the posting on the first Monday in May, each monthly vacancy list shall reflect all new vacancies since the previous month's posting. The posting shall be open for a period of ten (10) workdays. At the close of the ten (10) day period, all qualified and credentialed applicants for these positions shall be considered as stated in 9.2.1.

- *9.2.4.3 All vacancies new or unfilled as of August 1, shall be posted for a period of ten working days and shall be open to all permanent, probationary, temporary, and new hire members.
- *9.2.4.4 All positions from the April 1 vacancy posting which remain unfilled as of August 1, shall be sent to the FUDTA office.
- *9.2.4.5 All vacancies occurring after the August posting shall be temporarily filled by new hires. These positions may be reconfigured by the principal, and will appear as vacancies on the April 1 vacancy list, and shall be reopened the ensuing year. Unit members shall be able to transfer to vacant positions at other times only with the mutual agreement of the Association and the District.
- *9.2.4.6 The applicant shall have written notification when a specific position for which he/she has applied is filled.

*9.3 A unit member employed for less than full-time shall be allowed to apply for vacancies any time in the year that would permit upgrading (namely increasing his/her proportion of full-time); such person will have priority over new hires.

Part-time employees who apply to fill vacancies should be given interviews and considered as viable candidates if they are appropriately credentialed, certificated, and experienced in the grade level (K-6, 7-8, 9-12) or content area of the vacancy. It is understood that the position is temporary and he/she will have to reapply when the position is reopened on April 1.

*9.4 Preferential consideration for transfers shall be as follows: Adult School employees who apply for vacancies in the K-12 education program shall be given interviews and considered as viable candidates and will have priority over new hires if they are appropriately credentialed, certificated, and experienced in the grade/content area of the vacancy.

9.5 Exchange Transfers

9.5.1 In order for unit members to avail themselves of growth opportunities and motivational exchanges, exchange transfer opportunities will be made available. An exchange transfer is defined as a transfer which shall occur when two or more unit members and their respective principals agree in writing to an exchange of the unit members' respective positions of employment. Exchange transfers shall take place between March 16 and June 1.

9.5.2 The duration of the exchange shall be agreed to in advance, in writing, by all unit members and principals involved. No exchange transfers shall be implemented or renewed without the written agreement of all unit members and principals involved.

9.5.3 Unit members wishing to make an exchange transfer will fill out a request form stating the grade level and/or subject area to be exchanged and the grade level and/or subject area of interests. This form shall be placed in the District Exchange Transfer Register. Files from this register shall be open to examination by any unit member who has filed an Exchange Form with the District. If, upon such examination, a unit member finds a potential transfer, he/she shall be responsible for the initial contact with the other applicant. If both parties agree that they wish to proceed in attempting to bring about an exchange transfer, they shall proceed by contacting their present principals and informing them of their intention. Contact will then be made with the prospective new principals to set times and places for interviews.

9.5.4 Interviews shall take place within ten (10) school days after initial contact has been established between applicant and the potential new principal. No principal will interview for an occupied position unless expressly requested to do so by the person holding the position.

- 9.5.5 District wide seniority numbers held by the exchange transfer unit members shall remain in effect at their original school sites.
- 9.5.6 A negative expression from any one of the two unit members involved shall prevent the exchange transfer from taking place.
- 9.5.7 Exchange transfers shall be temporary. Exchange transfers may be made permanent by mutual agreement of all unit members and principals involved. In cases of permanent exchange transfers, the seniority numbers shall follow the unit members to their new sites.

9.6 Reassignment

Reassignment is the District initiated change in unit member assignment between schools for all or any portion of an assignment.

- 9.6.1 Unit members shall be given the earliest possible advance notice of intended reassignment
- 9.6.2 Reasons for reassignment shall be stated in writing, upon request of the unit member. Reasons given shall not be subject to arbitration, unless provided for elsewhere in this Agreement.
- *9.6.3 In the event that a unit member is reassigned, the following procedures shall be followed.
 - *9.6.3.1 Upon request, the intent to reassign shall be discussed with the unit member at a mutually agreed upon time.
 - *9.6.3.2 The conference shall include a discussion of the reasons for reassignment which shall be furnished in writing.
 - *9.6.3.3 The reassigned unit member shall have the right to apply for any subsequent vacancy for which he/she is qualified unless otherwise specified at the time of the reassignment.

*9.7 Surplusing

Surplusing is a District determined excess of employees at a department/site, including reasons of credentialing and/or certification.

- *9.7.1 The District shall use the following procedures.
 - 9.7.1.1 Elementary Level - The District shall determine if there is excess FTE at a given school.
 - *9.7.1.2 Secondary Level - After determining the department(s) affiliated with every unit member at the site (any department in which the unit member has ever taught and is credentialed and certificated to teach at the site), the District shall determine if there is any excess FTE in a given department. Departments with excess FTE shall be affected departments.
- *9.7.2 If surplusing is necessary, the following steps shall be adhered to in the order presented to facilitate the surplusing.
 - *9.7.2.1 Place excess FTE's in vacancies based on credentials. The District shall not save a position for any past, present, or future unit member, except as provided for in this Agreement (e.g. teacher on leave, etc.).

- *9.7.2.2 In order to avoid surplusage any unit member, the District shall first, discuss the possible assignments/positions with each affected unit member;
 - *9.7.2.2.1 give consideration to the unit member's input and preference for assignment;
 - *9.7.2.2.2 reconfigure positions for excess FTE's. The reconfiguration can not be to the detriment of the educational needs of the site.
- *9.7.2.3 The District shall adhere to Article 9 (special focus on Article 9.7) and on Article 11.10 when reconfiguring assignments/positions. In addition, the timelines described in Articles 11.10, 11.10.1 and 11.10.2 shall be observed. Any other applicable article(s) of this Agreement shall also apply.
- *9.7.3 If surplusage is unavoidable at the site, the District may ask for volunteers at the site to go onto the unassigned list.
- *9.7.4 If surplusage is unavoidable at the site, and no unit member(s) volunteer(s) to go onto the unassigned list, the District shall surplus unit members in the following manner.
 - *9.7.4.1 Elementary Level - The least senior unit member(s) at the site shall be surplusaged.
 - *9.7.4.2 Secondary Level - The least senior unit member(s) in the affected department(s) shall be surplusaged unless they are the only unit member(s) available at the site credentialed to teach a specific class(es) included in the approved curriculum.
 - *9.7.4.3 Least senior member refers to the unit member with the worst (highest) seniority number within the bargaining unit as described in Article 21.3.5 of this Agreement.
- *9.7.5 In the event that a unit member is surplusaged for reasons of CLAD, BCLAD, or SDAIE certification, the following procedures shall be followed.
 - *9.7.5.1 Upon request, the intent to surplus shall be discussed with the unit member at a mutually agreed upon time.
 - *9.7.5.2 The conference shall include a discussion of the reasons for surplusage which shall be furnished in writing.
- *9.7.6 Return Rights

The District shall afford unit members who are surplusaged return rights as described below.

 - *9.7.6.1 A unit member surplusaged because of declining enrollment or staff reduction shall have the right to return to the original school in reverse order to that in which he/she was surplusaged, provided a request for such transfer is made within one (1) year from the date he/she was surplusaged.
 - *9.7.6.2 Personal preference of individual unit members as to new assignments shall be honored in order of seniority and before transfers or new hires are placed or assigned.

*9.7.7 Closing Schools

Unit members in schools to be closed may go to vacancies at the school(s) to which the students have been transferred. And, when two (2) classes at one (1) grade level or subject field are involved, the senior unit member has choice between the schools or may opt to place himself/herself on the unassigned list.

*9.7.7.1 Selections of new positions shall be offered at a general staff meeting at the closing school. At said meeting, unit members shall be informed of all their options before the selection process begins. Once a selection has been made, new positions cannot be offered for selection except by transfer.

*9.7.7.2 If a receiving school stands to lose a unit member because of declining enrollment, if there was not a school closure, and if a unit member in a sending school has greater seniority, the unit member with the greater seniority shall be given an opportunity to go to the receiving school before the unit member who has been surplus is kept at the receiving school.

*9.8 Limited Term Permit

Unit members who are asked by the District to obtain limited-term permits in order to cover classes for which there are no regularly credentialed unit members available shall be reimbursed for the cost of the permit application upon submission of reimbursement forms. The Human Resources Office shall forward the reimbursement form to those unit members.

*9.9 Availability of Information

*9.9.1 Each site principal and the Human Resources Office shall maintain readily available to all unit members a file copy of the contract provisions on transfers.

*9.9.2 The notification shall specify the site, level, and/or subject area for each vacancy, whether the vacancy is for the following school year or for the remainder of the current school year, and whether the vacancy is to be filled by an interim or permanent appointment. Vacancies created by a unit member taking a leave of one (1) year or less will be filled on an interim basis.

*9.10 Should the strict application of the criteria in this Article, District wide seniority, credentials, and/or certification, be found by a court of competent jurisdiction to violate State and Federal laws governing discrimination based upon sex, ethnic background, age, affirmative action requirements or similar laws, the District shall make the assignment according to the order of the court.

*9.11 If a school's changing population mandates replacing present staff with a bilingual teacher, the District shall seek volunteers prior to making any reassignment. If a reassignment becomes necessary, the unit member with the least seniority with the appropriate credential and certification shall be reassigned.

*9.12 Extra Duty Assignments

*9.12.1 All positions for extra duty assignments in Appendix E (Coaching Activities and Extra Duty Compensation) in this Agreement shall first be posted at the site when the vacancy is first known to exist for a minimum of two (2) weeks. If there are no qualified candidates at the site, the position will be posted by Human Resources for a minimum of two (2) weeks.

*9.13 The District and the Association agree that seniority is one of the effective criteria for determining the transfer process.

ARTICLE 10: PROCEDURES FOR EVALUATION

Evaluation of unit member shall be in accordance with the following provisions:

- 10.1 Evaluation and assessment of certificated personnel shall be a continuous year round process. Tenured teachers shall be evaluated no more than every other year. Approximately one-half of the tenured personnel will be evaluated each year; the administrator shall select these. All non-tenured certificated personnel except substitutes shall be evaluated annually. Substitutes may request to be evaluated as provided in Article 19. The schedule for evaluation shall be as specified on the employee **Evaluation Notice/Checklist Form**.
- 10.2 The employee's immediate administrator is ultimately responsible for evaluating personnel he/she supervises and providing them with assistance when necessary.
 - 10.2.1 In the case of unit members who work for more than one administrator, the evaluator shall be determined by mutual agreement between the unit member and all administrators involved.
 - 10.2.2 Unit members shall not participate in the evaluation of other unit members.
- 10.3 Evaluation and assessment of the effectiveness of teachers, speech pathologists, and librarians/media teachers under this program shall be based on the state approved "California Standards for the Teaching Profession" (CSTP)
 - 10.3.1 Engaging and supporting all students in learning
 - 10.3.2 Creating and maintaining effective environments for student learning
 - 10.3.3 Understanding and organizing subject matter for student learning
 - 10.3.4 Planning instruction and designing learning experiences for all students
 - 10.3.5 Assessing student learning
 - 10.3.6 Developing as a professional educator
- 10.4 Evaluation and assessment of the effectiveness of counselors under this program shall be based on the following standards:
 - 10.4.1 Create a comprehensive school guidance and counseling program
 - 10.4.2 Foster academic and vocational development by establishing educational and career plans
 - 10.4.3 Encourage students' personal and social development and growth
 - 10.4.4 Implement interventions through the effective use of individual and small group counseling, consultation, and referral
 - 10.4.5 Monitor students on a regular basis as they progress in school
 - 10.4.6 Assess results of guidance and counseling program and make recommendations for program direction and emphasis
- *10.5 Evaluation and assessment of the effectiveness of psychologists under this program shall be based on all of the following responsibilities and duties:
 - 10.5.1 Assisting students
 - 10.5.2 Assisting parents
 - 10.5.3 Assisting school staff
 - 10.5.4 Performance of professional responsibilities

- *10.6 Evaluation and assessment of the effectiveness of nurses under this program shall be based on all of the following responsibilities and duties:
 - *10.6.1 Assisting students in health related matters
 - *10.6.2 Assisting parents in health related matters
 - *10.6.3 Assisting staff in health related matters
 - 10.6.4 Performance of professional responsibilities
- 10.7 No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no authority nor shall any certificated employee be held accountable for correcting any given condition when adequate means for doing so are unavailable to him/her.
- 10.8 The District shall give to all certificated employees being evaluated a copy of the Contract and **Evaluation/Notice Checklist**, which includes the identity of the evaluator and the notice of the initial building level meeting.
- 10.9 By **September 15**, the building level staff meetings shall be convened for the purpose of reviewing evaluation policies and procedures for all certificated employees being evaluated. At this time, employees shall review the following:
 - 10.9.1 The identity of his/her evaluator
 - 10.9.2 The steps to be included in the evaluation process as noted in the **Evaluation/Notice Checklist**
 - 10.9.3 The procedure for formal observations and/or conferences
 - 10.9.3.1 Employee has the right to have a conference to modify these procedures with the evaluator.
 - 10.9.4 The provision for support services and follow-up counseling
 - 10.9.5 The provision for the employee to append his/her statement to the final evaluation if desired
- *10.10 Appropriate form(s), appended herein, to be used in the evaluation process, shall be available to the employee as noted on the **Evaluation Notice/Checklist** (Article 10.9.).
- *10.11 **The Regular Evaluation Process**

The regular evaluation process is noted on the **Evaluation Notice/Checklist** and includes the following:

 - 10.11.1 By **October 15**, the employee shall submit to their evaluator the **Evaluation Planning Form** where they have checked and recorded 2 and no more than 3 standards on which to focus.
 - 10.11.2 By **October 20**, the evaluator will complete his/her portion of the **Evaluation Planning Form** and return it to the employee.
 - 10.11.2.1 If there is a dispute over the content of the planning form, either the employee or evaluator may request a planning conference which if requested must be held by **November 1**.
 - *10.11.2.1.1 If the dispute is not resolved at the planning conference, an advisory committee shall be called in concert with Contract Article 10.17.
 - 10.11.2.2 If there is no dispute over the content of the **Evaluation Planning Form**, the planning conference need not be held.

- 10.11.3 The evaluator may complete informal observation(s).
- 10.11.3.1 Upon the request of the evaluator or employee, a conference may be requested to discuss the written comments on any informal observation.
- *10.11.3.2 The evaluator will provide the employee with a written copy of the informal observation within five (5) school days of the observation unless either party extends the timeline.
- 10.11.4 By **January 15**, the evaluator shall complete a written formal observation on the **Observation Form**.
- *10.11.4.1 A formal observation is a scheduled observation of at least 30 minutes in duration. It shall consist of an examination of the unit member's teaching/performance as related to the state approved "Standards" or duties and responsibilities for their profession as stated in Articles 10.3, 10.4 10.5, and 10.6 and be followed by a written report by the evaluator. The written report shall be presented to the unit member.
- 10.11.4.2 The evaluator and employee must conference on at least one formal observation within five school days of the observation unless either party extends the timeline. The written formal observation will be presented to the employee at the conference for discussion.
- *10.11.5 By **February 1**, a conference shall be held as needed to discuss progress, problems, assistance needed, and/or revisions required. The report of the conference shall be recorded on the **Conference and Improvement Form**. If an area of weakness has been noted, the evaluator and employee shall develop a program for improvement.
- 10.11.6 By **March 1**, for temporary and probationary employees and **May 1** for permanent employees, a final evaluation conference will be held. The employee and evaluator shall each present data regarding the employee's achievement. If an area of weakness has been noted the evaluator and employee shall develop a program for improvement.
- 10.11.7 The final evaluation conference shall be summarized on the **Final Evaluation Form** and distributed as follows: one copy for the employee, one copy for the evaluator, and the original copy for the Human Resources Office.
- 10.11.7.1 The signature of the employee shall not imply either agreement or disagreement with the evaluation report.
- 10.11.7.2 If the employee is in disagreement with the content of the final report, he/she shall fill out the **Response to Employee's Evaluation Form** within five (5) school days and submit to the evaluator for his/her signature. The evaluator will return a signed copy to the employee within five (5) school days. This written statement shall be attached to all copies of the **Final Evaluation Form**.

*10.12 **The Two (2) Year Alternative Evaluation**

This process is available for permanent employees who have consistently demonstrated outstanding overall performance as reflected in the evaluator's comments on at least the last two consecutive evaluations and/or as noted on the previous **Final Evaluation Form**. All other provisions and protections afforded by Article 10 shall remain in place.

- 10.12.1 The alternative evaluation process may be initiated by either the unit member or the evaluator prior to **September 15**. The decision to implement this process must be by mutual agreement; otherwise the regular evaluation process is to be used.
- 10.12.2 If the evaluator does not agree to an alternative evaluation for an employee, the evaluator will present in writing, upon request of the employee, the reasons for this decision. The decision is not subject to the grievance process.
- 10.12.3 The process to be used for the alternative evaluation is as follows:
- a. The record of at least two informal observations may be on alternative forms designed by the employee, or written as informal notes by employee, or written as informal notes by the evaluator, or on any form or alternate format agreed to by the employee and the evaluator.
 - b. In lieu of a formal observation followed by a conference, as specified in 10.11.4.1 and 10.11.4.2, the evaluator will complete informal observations followed by conferences' only upon request of the employee or the evaluator.
 - c. The **Final Evaluation Form** completed by the evaluator shall be presented to the employee by **May 15**. If the final evaluation indicates that the performance of the employee meets standards of previous observations and evaluations, no conference is necessary unless requested by either the employee or the evaluator. If the final evaluation indicates that performance of the employee is less than outstanding, the final conference must be held by **June 1**.

***10.13 Five (5) Year Evaluation Procedure (E.C. 44664)**

- *10.13.1 By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years using the regular process of evaluation (following Article 10.9-10.11) providing all of the following conditions apply:
- *a. The unit member has achieved permanent status.
 - *b. The unit member has been employed by the District for ten (10) years. For the purpose of this Article, a year of employment shall count if the unit member was employed for at least 75% of the days required in the unit member work year. Fractions of a work year of less than 75% may be added together to achieve a full work year. The ten (10) years of employment need not be continuous.
 - *c. The unit member's immediate prior evaluation was deemed meeting or exceeding the standards as defined elsewhere in Article 10.
 - *d. The unit member has been determined to be highly qualified as defined by the California Commission for Teacher Credentialing and required by their teaching assignment.
- *10.13.2 Mutual agreement may be withdrawn by either the evaluator or the unit member providing that the termination of mutual agreement shall take effect in the work year following the withdrawal of mutual agreement.

***10.14 The evaluator shall:**

- *10.14.1 Commend individuals in areas of competence and effective instruction.
- *10.14.2 Identify areas of weakness which can be strengthened to improve the effectiveness of certificated personnel so that such conditions may be remedied.
- *10.14.3 Assist employee to overcome weaknesses and improve effectiveness.

*10.14.3.1 If the employee is not performing his/her duties in a satisfactory manner, according to the standards of performance initially established, the final report should describe the following:

*10.14.3.1.1 Areas of needed improvement

*10.14.3.1.2 How improvement can be effected

*10.14.3.1.3 Procedures to be followed by the evaluator and employee to facilitate such an improvement.

*10.14.4 At any time, the evaluator may request a conference or suggest in writing support services to the employee, which may include but are not limited to:

- a. Opportunity to attend workshops, trainings, or in-services.
- b. Opportunity to observe other teachers or see model lessons.
- c. Opportunity to review materials, resources, or strategies.
- d. Assistance from BTSA, PAR, or other teacher support programs.
- e. Opportunity to consult with others and receive assistance.
- f. Time to create or modify lesson plans/strategies with assistance.

*10.15 Any observation that could lead to an adverse remark(s), which might appear on the **Final Evaluation Form** shall be brought to the employee's attention and supported by written documentation of the observed deficiency and attached to the written informal/formal observation. The form, **Notice of Potential Adverse Evaluation** will be used for this purpose. The evaluator must confer with the employee and make specific recommendations in writing relative to techniques to produce results.

*10.16 When difficulty or failure in achieving standards of performance is detected, responsibility shall rest with the evaluator to enlist resource aid in order to identify problems, suggest solutions, and permit an amount of time mutually agreed upon for suggested improvement techniques to produce results. The above shall be mutually agreed upon by the evaluator and the employee using the **Conference and Improvement Form**.

*10.16.1 Adequate documentation must be secured and such documentation must be provided to the employee being evaluated.

*10.16.2 When an amount of time mutually agreed upon for improvement has elapsed and the agreed upon improvement has not occurred, the evaluator shall document the deficiency on the final evaluation.

*10.16.3 An overall unsatisfactory final evaluation can lead to an evaluator extending the improvement plan, referring the employee to PAR and/or initiating a request for possible dismissal.

*10.17 If, on any matter, an employee and evaluator cannot agree, an advisory committee will be formed to be composed of the following: a person selected by the employee; a person selected by the evaluator; and a person mutually agreed upon by both. Any costs of the advisory committee will be equally borne by the District and the Association. The decision of the advisory committee will be binding upon both parties. Either party will have the opportunity to have a written statement attached to the **Final Evaluation Form** regarding the decision of the advisory committee.

*10.18 Evaluation reports filed in the personnel file shall contain no statement that has not been made available to the certificated employee evaluated prior to its being placed in his/her file.

- *10.19 Each certificated employee recommended for non-reemployment shall be so informed, in writing, prior to **March 15th**. The reasons for this decision shall be stated. These reasons shall include the areas of weakness in which correction has been deemed inadequate. All such areas must have been specified at previous evaluation conferences.

- *10.20 Disputes concerning procedures to be used for the evaluation of employees (EERA Section 3543.2) shall be subject to the grievance/arbitration procedures of this Agreement. All other aspects of the evaluation system are not subject to the grievance/arbitration procedure, unless provided for elsewhere in the Agreement. "Reassignments" are subject to the grievance procedures since an Article on "reassignments" exists in this Agreement.

Fremont Unified School District Evaluation Notice/Checklist

Employee: _____ Evaluation Year: _____

School: _____

Evaluator: _____

Elementary-Grade Level: _____ Secondary-Subject/Grade: _____

Date of Building Level Staff Meeting for all those evaluated: _____
Location: _____ Time: _____

- Regular Evaluation Process (Article 10.11) (excludes #13)
- Two-year Alternative Evaluation (Article 10.12) (excludes #'s 7, 8, and 12)
- Five-year Evaluation Procedure (Article 10.13) (excludes #13)

Steps followed in the process:

- Yes NA **1. By September 15, the building level staff meetings shall be convened for the purpose of reviewing evaluation policies and procedures for all certificated employees being evaluated. This form will notify the employee of the meeting date, provide the identity of the evaluator, and provide the evaluation timeline.**
- Yes NA **2. The Evaluation Planning Form and a copy of Article 10 shall be given to the employee at the building level staff meeting.**
- Yes NA **3. By October 15, the employee completes the Evaluation Planning Form and submits it to the evaluator. Date: _____**
- Yes NA **4. By October 20, the evaluator completes the evaluator portion of the Evaluation Planning Form and returns it to the employee. If there is a dispute over the content of the planning form, either the employee or evaluator may request a planning conference, which, if requested, must be held by November 1. If there is no dispute over the content of the Evaluation Planning Form, the planning conference need not be held. If the dispute is not resolved at the planning conference, an advisory committee shall be called in concert with Contract Article 10.11.2 Date of meeting: _____**
- Yes NA **5. The evaluator may complete written informal observation(s).
Dates: _____**
- Yes NA **6. Upon the request of the evaluator or employee, a conference may be held to discuss any informal observation. Dates: _____**
- Yes NA **7. By January 15, the evaluator completes a written formal observation on the Observation Form. Date: _____**
- Yes NA **8. The evaluator and employee must conference on a formal observation within five school days of the observation unless the time line is extended by mutual agreement. The written formal observation will be presented to the employee at the conference.
Date: _____**

Fremont Unified School District Evaluation Notice/Checklist

Employee: _____ Evaluation Year: _____

- Yes** **NA** 9. Any adverse remark(s), which might appear on a final evaluation report, shall be immediately brought to the employee's attention on the **Notice of Potential Adverse Evaluation Report** form and supported by written documentation of observed deficiency. The evaluator must confer with the employee and make specific recommendations in writing relative to techniques to produce results.
Dates: _____
- Yes** **NA** 10. At any time, the evaluator may request a conference or suggest in writing support services to the employee, which may include but are not limited to:
- Opportunity to attend workshops, training, or in-services.
 - Opportunity to observe other teachers or see model lessons.
 - Opportunity to review materials, resources, or strategies.
 - Assistance from BTSAs, PAR, or other teacher support programs.
 - Opportunity to consult with others and receive assistance.
 - Time to create or modify lesson plans/strategies with the assistance of another.
- Description of activities with topics and dates: _____

- Yes** **NA** 11. **By February 1**, a conference shall be held, as needed, to discuss progress, problems, assistance needed, and/or revisions required. The report of the conference shall be recorded on the **Conference and Improvement Form**. If an area of weakness has been noted, the evaluator and employee shall develop a program for improvement.
Date: _____
- Yes** **NA** 12. **By March 1** for temporary and probationary employees, and **May 1** for permanent employees, a final evaluation conference will be held. The employee and evaluator shall each present data regarding the employee's achievement. If an area of weakness has been noted the evaluator and employee shall develop a program for improvement for the remainder of this year and the subsequent year as appropriate.
Date: _____
- Yes** **NA** 13. **By May 15** the evaluator shall present to employees on the alternative evaluation process the Final Evaluation Form. If the final evaluation indicates that the overall performance is less than outstanding, a conference must be held **by June 1**.
Date: _____
- Yes** **NA** 14. The final evaluation conference shall be summarized on the Final Evaluation Form and distributed as follows: one copy for the employee, one copy for the evaluator, and the original copy for the Human Resources Office.
- Yes** **NA** 15. If the employees is in disagreement with the content of the final report, he/she shall fill out the Response to Employees Evaluation Form within five school days and submit it to the evaluator for his/her signature. The evaluator will return a signed copy to the employee within five school days. This written statement shall be attached to all copies of the Final Evaluation Form.
Date: _____

**Fremont Unified School District
Conference and Improvement Form**

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Date of Conference: _____

Area of Weakness/Problem Identified:

Program for Improvement:

Assistance to Employee:

Time Line for improvement:

Employee's signature Date

Evaluator's signature Date

Fremont Unified School District
Notice of Potential Adverse Evaluation Report
(Collective Bargaining Agreement, Article 10.15)

To Employee: _____

From Evaluator: _____

School: _____

Date: _____

The following is an adverse remark which might appear on your final evaluation report:

The written documentation of the deficiency is:

The following are specific recommendations to produce results: (To be completed at conference - Article 10.15)

Employee Comments: (optional)

Employee's signature _____ Date _____

The employee's signature does not constitute endorsement of the evaluator's comments but is recognition that the form has been received.

**Fremont Unified School District
Response to Employee's Evaluation Form**

10.11.7.2 If the employee is in disagreement with the content of the final report, he/she shall fill out the **Response to Employee's Evaluation Form** within five school days and submit to the evaluator for his/her signature. The evaluator will return a signed copy to the employee within five school days. This written statement shall be attached to all copies of the **Final Evaluation Form**.

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Employee's Assessment of Evaluation Process:

1. I was provided the support needed to be successful. Yes _____ No _____

(If no, explain) Comment:

2. The contractual observation and evaluation procedures and time lines were followed:

Yes _____ No _____

(If no, explain) Comment:

Employee's Response to Evaluator's Final Assessment of Progress toward Standards:

Employee's signature

Date

Date and signature to indicate evaluator read this material and returned a copy to the employee. This document is to be attached to the Final Evaluation Form.

Evaluator's Signature _____ Date _____

Fremont Unified School District Teacher Evaluation Planning Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Elementary-Grade Level: _____ Secondary-Subject/Grade: _____

Observation: At least one formal observation will be scheduled in advance. Informal observations are at the discretion of evaluator and/or request of employee. Suggested procedures for formal observation(s) and/or for conferences are:

Support: I believe I will need the following assistance in achieving my goals this year:

Mutually agreed upon Evaluation Process: _____ Regular _____ 2-Year Alternative _____ 5-Year

The following are the California Standards for the Teaching Profession. Check at least two but no more than three standards, which will be the focus this year. Elaboration of standards is optional in the comment section.

Standard One: Engaging and Supporting All Students in Learning

- 1.1 Connecting students' prior knowledge, the life experience, and interests with learning goals
- 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- 1.3 Facilitating learning experiences that promote autonomy, interaction, and choices
- 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- 1.5 Promoting self directed, reflective learning for all students

Comments: _____

Standard Two: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Creating a physical environment that engages all students
- 2.2 Establishing a climate that promotes fairness and respect
- 2.3 Promoting social development and group responsibility
- 2.4 Establishing and maintaining standards for student behavior
- 2.5 Planning and implementing classroom procedures and routines that support student learning
- 2.6 Using instructional time effectively

Comments: _____

Fremont Unified School District Teacher Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Standard Three: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter content and student development
- 3.2 Organizing curriculum to support student understanding of subject matter
- 3.3 Interrelating ideas and information within and across subject matter areas
- 3.4 Developing students understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Using materials, resources, and technologies to make subject matter accessible to students

Comments: _____

Standard Four: Planning Instructional and Designing Learning Experiences for all Students

- 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing instructional activities and materials for student learning
- 4.4 Designing short-term and long-term plans to foster student learning
- 4.5 Modifying instructional plans to adjust to students needs

Comments: _____

Standard Five: Assessing Student Learning

- 5.1 Establishing and communicating learning goals for all students
- 5.2 Collecting and using multiple sources of information to assess student learning
- 5.3 Involving and guiding all students in assessing their own learning
- 5.4 Using the results of assessments to guide instruction
- 5.5 Communication with students, families and other audiences about student progress

Comments: _____

Standard Six: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice and planning professional development
- 6.2 Establishing professional goals and pursuing opportunities to grow professionally
- 6.3 Working with communities to improve professional practice
- 6.4 Working with families to improve professional practice
- 6.5 Working with colleagues to improve professional practice

Comments: _____

Additional Comments:

Fremont Unified School District Employee Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Evaluator's comments on goals/support and observations:

I concur with the goals identified. ___ Yes ___ No

I would like to propose the following additions/modifications: _____

Comments on observations: _____

Comments on support: _____

Evaluator's Signature: _____ Date: _____

Employee's Response to Evaluator's statements:

I agree with the evaluator's changes and additions.

I disagree with the evaluator's changes and additions and request a conference.
(a planning conference must be held prior to **November 1**- see contract 10.11.2.1)

Employee's Signature: _____ Date: _____

Employee's response to Evaluator's statements:

I now agree with the goals and observation understandings we have mutually established in the above requested conference.

Employee's Signature: _____ Date: _____

**Fremont Unified School District
Teacher Observation Form**

Employee: _____ Evaluation Year: _____
School: _____ Evaluator: _____
Content/ Subject: _____ Grade: _____
Time/ Period: _____ Date: _____

Place a "+" to indicate Standard was Observed by Evaluator

Standard One: Engaging and Supporting All Students in Learning

- _____ 1.1 Connecting students' prior knowledge, the life experience, and interests with learning goals
- _____ 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- _____ 1.3 Facilitating learning experiences that promote autonomy, interaction, and choices
- _____ 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- _____ 1.5 Promoting self directed, reflective learning for all students

Comments: _____

Standard Two: Creating and Maintaining Effective Environments for Student Learning

- _____ 2.1 Creating a physical environment that engages all students
- _____ 2.2 Establishing a climate that promotes fairness and respect
- _____ 2.3 Promoting social development and group responsibility
- _____ 2.4 Establishing and maintaining standards for student behavior
- _____ 2.5 Planning and implementing classroom procedures and routines that support student learning
- _____ 2.6 Using instructional time effectively

Comments: _____

Standard Three: Understanding and Organizing Subject Matter for Student Learning

- _____ 3.1 Demonstrating knowledge of subject matter content and student development
- _____ 3.2 Organizing curriculum to support student understanding of subject matter
- _____ 3.3 Interrelating ideas and information within and across subject matter areas
- _____ 3.4 Developing students understanding through instructional strategies that are appropriate to the subject matter
- _____ 3.5 Using materials, resources, and technologies to make subject matter accessible to students

Comments: _____

Fremont Unified School District
Teacher Observation Form

Employee: _____ Evaluation Year: _____

Standard Four: Planning Instructional and Designing Learning Experiences for all Students

- _____ 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- _____ 4.2 Establishing and articulating goals for student learning
- _____ 4.3 Developing and sequencing instructional activities and materials for student learning
- _____ 4.4 Designing short-term and long-term plans to foster student learning
- _____ 4.5 Modifying instructional plans to adjust to students needs

Comments: _____

Standard Five: Assessing Student Learning

- _____ 5.1 Establishing and communicating learning goals for all students
- _____ 5.2 Collecting and using multiple sources of information to assess student learning
- _____ 5.3 Involving and guiding all students in assessing their own learning
- _____ 5.4 Using the results of assessments to guide instruction
- _____ 5.5 Communication with students, families and other audiences about student progress

Comments: _____

A "+" indicates evaluator has knowledge that employee demonstrates standard

Standard Six: Developing as a Professional Educator

- _____ 6.1 Reflecting on teaching practice and planning professional development
- _____ 6.2 Establishing professional goals and pursuing opportunities to grow professionally
- _____ 6.3 Working with communities to improve professional practice
- _____ 6.4 Working with families to improve professional practice
- _____ 6.5 Working with colleagues to improve professional practice

Comments: _____

Additional Comments: _____

Employee's signature Date

Evaluator's signature Date

The employee's signature does not constitute endorsement of the evaluator's comments but is recognition that a discussion has taken place. An observation conference must be held within five school days following a formal observation unless mutually agreed otherwise.

**Fremont Unified School District
Teacher Informal Observation Form**

Employee: _____ Evaluation Year: _____
School: _____ Evaluator: _____
Content: _____ Grade: _____
Time/Period: _____ Date: _____

California Standards for the Teaching Profession:

1. Engaging & Supporting All Students in Learning
2. Creating & Maintaining Effective Environments for Student Learning
3. Understanding & Maintaining Subject Matter for Student Learning
4. Planning Instruction & Designing Learning Experiences for All Students
5. Assessing Student Learning
6. Developing as a Professional Educator

Fremont Unified School District Teacher Final Evaluation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Check Goals Selected	Standards	Comments
	1. Engaging and Supporting All Students in Learning	
	2. Creating and Maintaining Effective Environments	
	3. Understanding and Organizing Subject Matter	
	4. Planning Instruction and Designing	
	5. Assessing Student Learning	
	6. Developing as a Professional Educator	

Additional Comments and Commendations: (additional comments may be attached)

Overall Evaluation:

Outstanding
 Meets Standards
 Making Progress toward the Standards
 Unsatisfactory

Employee's signature **Date**

Evaluator's signature **Date**

Employee's signature does not constitute agreement with this report.

Employee disagrees with the evaluation.
 (Employee needs to complete Response to Employee's Evaluation Form)

Observation Form(s) attached (Required)
 Conference and Improvement Plan Form attached

Referral to PAR by Evaluator
 (Unsatisfactory Evaluation Only)

Employee participates in BTSA
 (Beginning Teacher Support and Assessment)

Next evaluation cycle:
 Regular
 2 Year Alternative Evaluation
 5 Year Evaluation

Fremont Unified School District Counselor Evaluation Planning Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Position: _____ Grade: _____

Observation: At least one formal observation will be scheduled in advance. Informal observations are at the discretion of evaluator and/or request of employee. Suggested procedures for formal observation(s) and/or for conferences are:

Support: I believe I will need the following assistance in achieving my goals this year:

Mutually agreed upon Evaluation Process: _____ Regular _____ 2-Year Alternative _____ 5-Year

The following are the basic national standards of practice expected for school counselors. Check at least two but no more than three standards, which will be the focus this year. Elaboration of standards is optional in the comment section.

Standard One: Create a Comprehensive School Guidance and Counseling Program

- 1.1 Assist students to develop responsible behaviors and attitudes toward learning
- 1.2 Demonstrate positive interpersonal relations with parents, school staff, and other relevant individuals
- 1.3 Create counseling strategies to prevent school difficulties before development

Comments: _____

Standard Two: Foster Academic and Vocational Development by Establishing Educational and Career Plans

- 2.1 Develop materials and instructional strategies to educate students on academic and vocational opportunities available to them.
- 2.2 Assist students, in collaboration with parents, to establish goals and increase awareness for future planning.
- 2.3 Encourage staff involvement to insure the effective implementation of guidance goals.

Comments: _____

Fremont Unified School District Counselor Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Standard Three: Encourage Students' Personal and Social Development and Growth

- 3.1 Cultivate students' understanding and appreciation of self, family, and community
- 3.2 Promote tolerance and appreciation of persons of all gender, ethnicity, religious, and socio-economic backgrounds
- 3.3 Coordinate guidance activities for students to build personal awareness, problem-solving and organizational skills, and positive peer relationships

Comments: _____

Standard Four: Implement Interventions Through the Effective Use of Individual and Small Group Counseling, Consultation and Referral

- 4.1 Counsel individual students and small groups of students with identified needs and or concerns
- 4.2 Consult with parents, administrators, and teachers and other relevant individuals
- 4.3 Provide a link to community resources for students and their families with referrals

Comments: _____

Standard Five: Monitor Students on a Regular Basis as They Progress in School.

- 5.1 Develop appropriate interventions for students as needed and monitor progress toward meeting district benchmarks and graduation requirements
- 5.2 Promote motivation and build confidence for success in school, home, and the community
- 5.3 Demonstrate accurate and appropriate interpretation of assessment data and the presentation of relevant information

Comments: _____

Standard Six: Assess Results of Guidance and Counseling Program and Make recommendations for Program Direction and Emphasis

- 6.1 Use yearly review to make changes in the school guidance and counseling
- 6.2 Collaborate with members of the counseling team and with administrators to formulate desired results
- 6.3 Establish professional goals and pursue opportunities to grow professionally

Comments: _____

Additional Comments: _____

Fremont Unified School District Employee Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Evaluator's comments on goals/support and observations:

I concur with the goals identified. ___ Yes ___ No

I would like to propose the following additions/modifications: _____

Comments on observations: _____

Comments on support: _____

Evaluator's Signature: _____ Date: _____

Employee's Response to Evaluator's statements:

- I agree with the evaluator's changes and additions.
- I disagree with the evaluator's changes and additions and request a conference.
(a planning conference must be held prior to **November 1**- see contract 10.11.2.1)

Employee's Signature: _____ Date: _____

Employee's response to Evaluator's statements:

- I now agree with the goals and observation understandings we have mutually established in the above requested conference.

Employee's Signature: _____ Date: _____

Fremont Unified School District Counselor Observation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Position: _____ Grade: _____

Place a "+" to indicate Standard was Assessed by Evaluator

Standard One: Create a Comprehensive School Guidance and Counseling Program

- _____ 1.1 Assist students to develop responsible behaviors and attitudes toward learning
- _____ 1.2 Demonstrate positive interpersonal relations with parents, school staff, and other relevant individuals
- _____ 1.3 Create counseling strategies to prevent school difficulties before development

Comments: _____

Standard Two: Foster Academic and Vocational Development by Establishing Educational and Career Plans

- _____ 2.1 Develop materials and instructional strategies to educate students on academic and vocational opportunities available to them
- _____ 2.2 Assist students, in collaboration with parents, to establish goals and increase awareness for future planning
- _____ 2.3 Encourage staff involvement to insure the effective implementation of guidance goals

Comments: _____

Standard Three: Encourage Students' Personal and Social Development and Growth

- _____ 3.1 Cultivate students' understanding and appreciation of self, family, and community
- _____ 3.2 Promote tolerance and appreciation of persons of all gender, ethnicity, religious, and socio-economic backgrounds
- _____ 3.3 Coordinate guidance activities for students to build personal awareness, problem-solving and organizational skills, and positive peer relationships

Comments: _____

**Fremont Unified School District
Counselor Informal Observation**

Employee: _____ Evaluator: _____

Position: _____ Date: _____

Basic National Standards of Practice:

- 1. Create a Comprehensive School Guidance and Counseling Program
- 2. Fosters Academic and Vocational Development by Establishing Educational and Career Plans
- 3. Encourage Student Personal and Social Development and Growth
- 4. Implement Interventions Through the Effective Use of Individual and Small Group Counseling and Consultation and Referral
- 5. Monitor Students on a Regular Basis as They Progress in School.
- 6. Assess Results of Guidance and Counseling Program and Make Recommendations for Program Direction and Emphasis

Fremont Unified School District Counselor Final Evaluation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Check Goals Selected	Standards	Comments
	1. Create a Comprehensive School Guidance and Counseling Program	
	2. Fosters Academic and Vocational Development by Establishing Educational and Career Plans	
	3. Encourage Students' Personal and Social Development and Growth	
	4. Implement Interventions Through the Effective Use of Individual and Small Group Counseling, Consultation and Referral	
	5. Monitor Students on a Regular Basis as They Progress in School	
	6. Assess Results of Guidance and Counseling Program and Make Recommendations for Program Direction and Emphasis	

Additional Comments and Commendations: (additional comments may be attached)

Overall Evaluation:

Outstanding
 Meets Standards
 Making Progress toward the Standards
 Unsatisfactory

Employee's signature **Date**

Evaluator's signature **Date**

Employee's signature does not constitute agreement with this report.

Employee disagrees with the evaluation. **Observation Form(s) attached** (Required)
 (Employee needs to complete Response to **Employee Conference and Improvement**
 Employee's Evaluation Form) **Plan Form attached**

Next evaluation cycle: **Regular** **2 Year Alternative Evaluation** **5 Year Evaluation**

Fremont Unified School District School Psychologist Evaluation Planning Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Observations: At least one formal observation will be scheduled in advance. Informal observations are at the discretion of evaluator and/or request of employee. Suggested procedures for formal observations(s) and/or for conferences are

Support: I believe I will need the following assistance in achieving my goals this year.

Mutually agreed upon Evaluation Process _____ Regular _____ 2-Year Alternative _____ 5-Year

The following are responsibilities and duties for School Psychologists. Check at least two, but not more than three duties/responsibilities which will be the focus this year. Elaboration of the responsibilities and duties is optional in the comment section.

1. Assisting Students

- 1.1 Uses appropriate psychological techniques to evaluate a critical learning or behavioral problem
- 1.2 Analyzes the educational and psychological strengths of individual students
- 1.3 Recommends appropriate educational programs to meet the needs of the student.
- 1.4 Assesses behavioral or emotional difficulties in students that interfere with learning to a significant degree
- 1.5 Refers students to appropriate resources
- 1.6 Conducts accurate, valid, and timely assessment of student needs
- 1.7 Effective performance of professional responsibilities

Comments: _____

Fremont Unified School District School Psychologist Evaluation Planning Form

Employee: _____ Evaluation Year: _____

2. Assisting Parents

- 2.1 Interprets information about the educational and psychological strengths and needs of students
- 2.2 Upon parent discretion and expense, may advise parent of community resources as appropriate

Comments: _____

3. Assisting School Staff

- 3.1 Attends IEP meetings to discuss evaluation results
- 3.2 Provides access to written reports of student evaluations

Comments: _____

4. Performance of Professional Responsibilities

- 4.1 Meets time lines
- 4.2 Conforms with state, local, and district laws and policies
- 4.3 Works collaboratively and appropriately with colleagues
- 4.4 Continues with professional development to stay current in field

Comments: _____

Additional Comments: _____

Fremont Unified School District Employee Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Evaluator's comments on goals/support and observations:

I concur with the goals identified. Yes No

I would like to propose the following additions/modifications: _____

Comments on observations: _____

Comments on support: _____

Evaluator's Signature: _____ Date: _____

Employee's Response to Evaluator's statements:

I agree with the evaluator's changes and additions.

I disagree with the evaluator's changes and additions and request a conference.
(a planning conference must be held prior to **November 1**- see contract 10.11.2.1)

Employee's Signature: _____ Date: _____

Employee's response to Evaluator's statements:

I now agree with the goals and observation understandings we have mutually established in the above requested conference.

Employee's Signature: _____ Date: _____

Fremont Unified School District School Psychologist Observation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Place a "+" to indicate Duties and Responsibilities being Achieved by Psychologist.

1. Assisting Students

- _____ 1.1 Uses appropriate psychological techniques to evaluate a critical learning or behavioral problem
- _____ 1.2 Analyzes the educational and psychological strengths of individual students
- _____ 1.3 Recommends appropriate educational programs to meet the needs of the student
- _____ 1.4 Assesses behavioral or emotional difficulties in students that interfere with learning to a significant degree
- _____ 1.5 Refers students to appropriate resources
- _____ 1.6 Conducts accurate, valid, and timely assessment of student needs
- _____ 1.7 Effective performance of professional responsibilities

Comments:

2. Assisting Parents

- _____ 2.1 Interprets information about the educational and psychological strengths and needs of students
- _____ 2.2 Upon parent discretion and expense, may advise parent of community resources as appropriate

Comments:

**Fremont Unified School District
School Psychologist Informal Observation**

Employee: _____ Evaluator: _____

Content: _____ Date: _____

Psychologist Duties and Responsibilities:

1. Assisting Students: Evaluate learning and behavioral problems, Analyze strengths and weaknesses, Assessments and recommendations, Referrals, and Testing
2. Assisting Parents: Interpret assessments, may advise community resources
3. Assisting School Staff: Attends IEP meetings, provides access to written reports
4. Professional Responsibilities: Time lines, Complies with regulations, Collaborates, Work ethic, and Professional growth

RD/2004

Fremont Unified School District School Psychologist Final Evaluation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Check Goals Selected	Responsibilities and Duties	Comments
	1. Assisting Students	
	2. Assisting Parents	
	3. Assisting School Staff	
	4. Professional Responsibilities	

Additional Comments/ Commendations: (additional comments may be attached)

Overall Evaluation:

- | | |
|--|---|
| <input type="checkbox"/> Outstanding
<input type="checkbox"/> Meets Responsibilities & Duties | <input type="checkbox"/> Making Progress meeting Responsibilities & Duties
<input type="checkbox"/> Unsatisfactory |
|--|---|

Employee's signature

Date

Evaluator's signature

Date

Employee's signature does not constitute agreement with this report.

- | | |
|---|---|
| <input type="checkbox"/> Employee disagrees with the evaluation.
(Employee needs to complete Response to Employee's Evaluation Form.) | <input type="checkbox"/> Observation Form(s) attached (Required)
<input type="checkbox"/> Employee Conference and Improvement Plan Form attached |
|---|---|

Next evaluation cycle: <input type="checkbox"/> Regular <input type="checkbox"/> 2 Year Alternative Evaluation <input type="checkbox"/> 5 Year Evaluation
--

Fremont Unified School District Nurse Evaluation Planning Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Observation: At least one formal observation will be scheduled in advance. Informal observations are at the discretion of evaluator and/or request of employee. Suggested procedures for formal observations(s) and/or for conferences are:

Support: I believe I will need the following assistance in achieving my goals this year:

Mutually agreed upon Evaluation Process ____ Regular ____ 2-Year Alternative ____ 5-Year

The following are duties and responsibilities for Nurses in the Fremont Unified School District. Check at least two but no more than three duties/responsibilities, which will be the focus this year. Elaboration of area of focus is optional in the comment section.

1. **Assisting Students in Health Related Matters**

- 1.1 Assure that every pupil's immunization status is in compliance with the law, including parental or guardian consent and good health practices
- 1.2 Maintain health records on all pupils as a part of the students' cumulative records
- 1.3 Coordinate state mandated health screening programs, assessments, examinations and evaluation with referral and follow-up
- 1.4 Interpret medical and nursing findings appropriate to the students' individual educational plan and make recommendations to professional personnel directly involved
- 1.5 Design and implement a Student Health Plan to meet the individual health needs of students
- 1.6 Serve as health education resource person providing information to students on prevention of communicable diseases and accidents

Comments: _____

Fremont Unified School District Nurse Evaluation Planning Form

Employee: _____ Evaluation Year: _____

2. Assisting Parents in Health Related Matters

- 2.1 Refer parents of pupils needing medical care or social services to appropriate private or community resources
- 2.2 Serve as health education resource person providing information to parents on prevention of communicable diseases and accidents
- 2.3 Provide health-counseling services for parents as related to public health.
- 2.4 Maintain communication with parents and all involved community practitioners and agencies to promote needed treatment and secure reports of findings pertinent to educational planning
- 2.5 Interpret the health and developmental assessment to parents

Comments: _____

3. Assisting Staff in Health Related Matters

- 3.1 Act as a liaison person between medical community and school community
- 3.2 Assist in identification of safety and health hazards on school sites and in emergency planning
- 3.3 Supervise school staff in administration of first aid and communicable disease control
- 3.4 Interpret the health and developmental assessment to appropriate staff
- 3.5 Serve as health education resource person providing information to staff on prevention of communicable diseases and accidents
- 3.6 Work with school personnel to meet the Specialized Physical Health Care (SPHC) needs of students as mandated by state law as outlined in Procedures for Meeting the Specialized Physical Health Care Needs of Pupils
- 3.7 Train and supervise designated school personnel who provide SPHC services

Comments: _____

4. Performance of Professional Responsibilities

- 4.1 Meets time lines
- 4.2 Complies with state, local and district laws and policies
- 4.3 Works collaboratively and appropriately with colleagues
- 4.4 Demonstrates skills and availability in crises situations
- 4.5 Demonstrates a professional work ethic
- 4.6 Continues with professional development to stay current in field

Comments: _____

Additional Comments: _____

Fremont Unified School District Employee Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Evaluator's comments on goals/support and observations:

I concur with the goals identified. ___ Yes ___ No

I would like to propose the following additions/modifications: _____

Comments on observations: _____

Comments on support: _____

Evaluator's Signature: _____ Date: _____

Employee's Response to Evaluator's statements:

- I agree with the evaluator's changes and additions.
- I disagree with the evaluator's changes and additions and request a conference.
(a planning conference must be held prior to **November 1**- see contract 10.11.2.1)

Employee's Signature: _____ Date: _____

Employee's response to Evaluator's statements:

- I now agree with the goals and observation understandings we have mutually established in the above requested conference.

Employee's Signature: _____ Date: _____

Fremont Unified School District Nurse Observation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Position: _____ Grade: _____

Place a "+" to indicate Standard was Assessed by Evaluator

1. Assisting Students in Health Related Matters

- _____ 1.1 Assure that every pupil's immunization status is in compliance with the law, including parental or guardian consent and good health practices
- _____ 1.2 Maintain health records on all pupils as a part of the students' cumulative records
- _____ 1.3 Coordinate state mandated health screening programs, assessments, examinations and evaluation with referral and follow-up
- _____ 1.4 Interpret medical and nursing findings appropriate to the students individual educational plan and make recommendations to professional personnel directly involved
- _____ 1.5 Design and implement a Student Health Plan to meet the individual health needs of Students
- _____ 1.6 Serve as a health education resource person providing information to students on prevention of communicable diseases and accidents

Comments: _____

2. Assisting Parents in Health Related Matters

- _____ 2.1 Refer parents of pupils needing medical care or social services to appropriate private or community resources
- _____ 2.2 Serve as a health education resource person providing information to parents on prevention of communicable diseases and accidents
- _____ 2.3 Provide health counseling services for parents as related to public health
- _____ 2.4 Maintain communication with parents and all involved community practitioners and agencies to promote needed treatment and secure reports of findings pertinent to educational planning
- _____ 2.5 Interpret the health and developmental assessment to parents

Comments: _____

Fremont Unified School District
Nurse Observation Form

Employee: _____ Evaluation Year: _____

3. Assisting Staff in Health Related Matters

- _____ 3.1 Act as a liaison person between medical community and school community
- _____ 3.2 Assist in identification of safety and health hazards on school sites and in emergency planning
- _____ 3.3 Supervise school staff in administration of first aid and communicable disease Control
- _____ 3.4 Interpret the health and developmental assessment to appropriate staff
- _____ 3.5 Serve as a health education resource person providing information to staff on prevention of communicable diseases and accidents
- _____ 3.6 Work with school personnel to meet the Specialized Physical Health Care (SPHC) needs of students as mandated by state law as outlined in Procedures for Meeting the Specialized Physical Health Care Needs of Pupils
- _____ 3.7 Train and supervise designated school personnel who provide SPHC services

Comments: _____

4. Performance of Professional Responsibilities

- _____ 4.1 Meets time lines
- _____ 4.2 Conforms with state, local, and district laws and policies
- _____ 4.3 Works collaboratively and appropriately with colleagues
- _____ 4.4 Demonstrates skills and availability in crises situations
- _____ 4.5 Demonstrates a professional work ethic
- _____ 4.6 Continues with professional development to stay current in field

Comments: _____

Additional Comments: _____

Employee's signature

Date

Evaluator's signature

Date

The employee's signature does not constitute endorsement of the evaluator's comments but is recognition that a discussion has taken place. An assessment conference must be held within five school days following a formal assessment unless mutually agreed otherwise.

**Fremont Unified School District
Nurse Informal Observation**

Employee: _____ Evaluator: _____

Duty: _____ Date: _____

Nurse Duties and Responsibilities:

1. Assisting Students: Immunizations, health records and screenings, design health plans, resource person
2. Assisting Parents: Refer to resources, health counseling, maintain communication, resource person
3. Assisting Staff: Liaison, identify safety and health hazards, interpret Student Health Plans and resource person
4. Professional: Time lines, complies with regulations, collaborates, work ethic, professional growth

Fremont Unified School District Nurse Final Evaluation Form

Employee: _____

Evaluation Year: _____

School: _____

Evaluator: _____

Check Goals Selected	Responsibilities and Duties	Comments
	1. Assisting Students in Health Related Matters	
	2. Assisting Parents in Health Related Matters	
	3. Assisting School Personnel in Health Related Matters	
	4. Performance of Professional Responsibilities	

Additional Comments/ Commendations: (additional comments may be attached)

Overall Evaluation:

- | | |
|--|---|
| <input type="checkbox"/> Outstanding
<input type="checkbox"/> Meets Responsibilities & Duties | <input type="checkbox"/> Making Progress meeting Responsibilities & Duties
<input type="checkbox"/> Unsatisfactory |
|--|---|

Employee's signature

Date

Evaluator's signature

Date

Employee's signature does not constitute agreement with this report.

- | | |
|--|---|
| <input type="checkbox"/> Employee disagrees with the evaluation.
(Employee needs to complete Response to Employee's Evaluation Form) | <input type="checkbox"/> Observation Form(s) attached (Required)
<input type="checkbox"/> Employee Conference and Improvement Plan Form attached |
|--|---|

Next evaluation cycle: **Regular** **2 Year Alternative Evaluation** **5 Year Evaluation**

ARTICLE 11: WORKING CONDITIONS

- 11.1 Teachers shall be involved in the selection of any aide, clerk, or other classified employee who is to work under the unit member's direction except where it is precluded by circumstances related to the restrictions in contracts with other units, the California Education Code, or rules of the Personnel Commission. Whenever an aide/library clerk is absent, every effort will be made to provide a substitute aide/library clerk from the first day of absence and a substitute aide/library clerk shall be provided by the third day except when there are no aides/library clerks on the substitute list or when aides/library clerks on the list are not available.
- 11.1.1 A unit member in a special education program shall be released for one-half day to provide inservice training to each newly assigned probationary or permanent aide during the aide's first week of service as an aide with said unit member. Such inservice shall be structured so as not to interrupt the continuity of service to any student under his/her IEP.
- 11.2 The District shall make every effort to provide specially qualified substitutes for all special education programs.
- 11.3 A teacher's request for a specific substitute shall be given first priority.
- *11.4 The District shall not require a unit member to handle two (2) classes at the same time, except in the case of an emergency.
- *11.5 Student teachers shall not be assigned without the approval of the intended supervising unit member.
- *11.6 The District shall not require secondary teachers to turn in grades before the start of the fourth workday following the last day of the grading period. Grades for the fourth grading period shall be turned in on the last workday of the school year.
- *11.7 The District shall establish a Joint Committee on Assignments. Its membership and function shall be consistent with Education Code Section 44258.7 (c), (d), and (e) of the provisions of SB 435.
- *11.8 No meetings, conferences, or other school business which would extend the school day, shall be scheduled on general election days. In the event of special elections, individual unit members may be released from an after-school meeting, conference, or other school business, provided that they notify their immediate supervisor in advance of the special election.
- *11.9 No unit member shall be assigned to teach a subject outside his/her major or minor in a departmental school without either eighteen- (18) semester hours of preparation or consent. The unit member's rejection of such an assignment shall not be reflected in evaluation comments placed in his/her Personnel File. Unit members may be assigned to teach within their credentialing. A principal shall discuss any unit member's assignment with him/her upon request. Subsequently, upon request, the principal shall reduce the reason(s) for the assignment to writing.
- *11.9.1 Notification of tentative assignments made after April 1 within a departmental school shall be given to the unit member as soon as such assignments are known. Upon request, the principal shall discuss the assignment with the unit member.
- *11.10 Elementary teachers will know the school and grade level to which they have been tentatively assigned by April 1. Secondary teachers will know at least three (3) classes by course and grade level tentatively assigned by April 1.
- *11.10.1 Unit members shall be notified of any changes in their tentative assignment as soon as practicable, including the school to which they will be assigned. In the event that such changes are necessary after April 15, if the teacher requests, the changes shall be promptly reviewed by the Human Resources Director and the teacher involved.
- *11.10.2 Changes made after July 15 shall be communicated to the unit member as soon as known. Upon request, the principal shall discuss the assignment with the unit member.

- *11.11 The District shall reimburse unit members for all damage to personal property that occurs on school property without fault of the unit member with claims to be submitted to the Board for payment consistent with limitations established in the Education Code and as limited below:
 - *11.11.1 There shall be a \$2,000.00 maximum per year per claimant.
 - *11.11.2 Personal property for the purposes of this provision shall be those items which are:
 - *11.11.2.1 purchased by the unit member and used for classroom purposes.
 - *11.11.2.2 personal items such as eyeglasses, watches, clothing, etc., not purchased specifically for instructional use. The unit members shall have the burden of proof to establish the necessity, and prudence exercised in the protection of these items.
 - *11.11.3 The District shall provide forms to record on-school-site documentation of damage to vehicles of unit members. Information advising unit members of the procedure through which damage claims are processed, including the name and telephone number of the District official handling the claim, shall be included on the form. Where shown that excessive damage is occurring, the District shall take appropriate investigative action to minimize the vandalism. Copies shall be forwarded to the FUDTA office.
- *11.12 Present non-classroom teaching unit members shall not be laid off.
- *11.13 Reductions in teacher numbers within the unit shall be accomplished by attrition.
- *11.14 If a unit member has concern regarding adequacy or cleanliness of the working space, the classroom, or the restrooms provided, the unit member shall communicate those concerns to the principal in writing. It is the principal's responsibility to address the issue and to take reasonable measures to resolve the problem. The principal shall not delegate this responsibility to a unit member.
 - *11.14.1 Shared Kindergarten classrooms shall be cleaned daily by a custodian.
- *11.15 Each principal shall notify his/her staff by March 1 that they may submit by March 15 up to three (3) preferences for work assignment(s) within the site. The principal shall consider these stated preferences before changing work assignments of unit members within the site.
 - *11.15.1 Assignments are to be based on instructional need and unit member preference. These determinations are to be made with unit members' input. Assignments shall be made on an equitable basis. Upon request, the principal shall discuss the assignment with the teacher.
- *11.16 Notification of a change of more than two (2) grade levels within a school shall be given to the appropriate elementary teacher by April 1 of the previous school year. If it is necessary to notify the teacher after April 1, he/she shall have the option of accepting the change or going on the unassigned list. At grades K-6, the District shall not change a unit member's assignment by more than two grade levels after June 1.
 - *11.16.1 The District shall keep to a minimum the number of roving assignments, and the number of times individual teachers are placed in roving assignments consistent with the needs of the site and the type of instruction involved. Every effort shall be made to avoid placing any teacher in a roving assignment two (2) years in a row unless the nature of the instructional program requires changing rooms. The District shall collect data each semester showing the number, nature of, and teacher in each roving assignment.

- *11.16.2 Whenever a roving assignment is contemplated by the principal, all unit members at the site, and the nature of their assignments, shall be considered when designing the arrangements.
- *11.17 In accordance with Fremont School Board Policy, each school site shall be a tobacco - free site.
- *11.18 The District shall attempt to reduce the amount of disruption caused by maintenance activities, and shall not use pesticides/herbicides or paints on or around instructional areas, including the lunchroom, during lunch and instructional time.
- *11.19 A unit member whose work location is to be moved during the instructional year by District-initiated reassignment between sites, who is given less than seven (7) calendar days notice, shall receive two (2) workdays without instructional duties for the express purpose of unpacking and setting up the new room.
- *11.20 A unit member whose work location is to be moved during the instructional year by District-initiated reassignment within a site, who is given less than seven (7) days notice, shall meet with the site administrator and a plan shall be formulated to assist in the move. One (1) work day without instructional duties for the express purpose of unpacking and setting up the new room will be provided.
- *11.21 Unit members in whose classes special education students are placed may be provided with inservice assistance upon request.
- *11.22 No unit member shall be assigned administrative duties or responsibilities in the absence of the principal/site administrator without the unit member's consent.
- *11.23 The District shall ensure that each unit member has keys to his/her classroom, workroom, and the restroom.
- *11.24 Special Education
 - *11.24.1 The District shall, by October 15 of each school year, notify special education teachers of the amount of money allocated to them for supplies and equipment, and the procedures to follow in expending such funds.
 - *11.24.2 All unit members responsible for the implementing of a student's IEP shall have the right to be involved in the development of the IEP, when appropriate.
 - *11.24.3 Under the direction of District administration, Special Day Class teachers, DIS specialists, and resource specialists shall be responsible for providing the appropriate regular and special education teachers with necessary information regarding IWEN's in their classes/caseloads, consistent with applicable laws regarding privacy of student records.
 - *11.24.4 Aides
 - *11.24.4.1 Aide time shall be assigned on an equitable basis within grade levels, programs, and educational needs.
 - *11.24.4.2 Special education teachers shall be responsible for providing leadership and direction to aides assigned to them in matters related to the classroom, insofar as such direction is not in conflict with that of the principal, program administrator, and aides' contract.
 - *11.24.4.3 The evaluation of aides shall be accomplished by the principal with input from the special education teacher to whom the aide is assigned, unless it conflicts with other contractual obligations of the District.

- *11.25 Every unit member will be given adequate space to store necessary supplies and a private desk and work area to prepare for their work.
- *11.26 The District shall provide a phone at each site which is in a private location so that unit members may make and receive calls in a confidential setting.
- *11.27 The District shall continue to implement its plan to provide each classroom and major work area with central office intercom service. As part of this plan, the District will include a provision for each classroom to access an outside line.
- *11.28 Intercoms shall be used only for communications and shall not be used for purposes of evaluation, discipline, or discharge of unit members. The District shall attempt to minimize interruptions to the classroom.
- *11.29 Equalization funding received in 1996-97 and/or 1997-98 shall be used to first fund counselors and then fund Responsibility Centers as the funding is received and as negotiated by the District and FUDTA. The terms and conditions for the reinstatement of counselor services shall be negotiated by the District and FUDTA.

Each 7-12 site may elect to staff a Responsibility Center by agreeing to staff six (6) fewer class periods for students in regular courses while maintaining the FTE allocation according to Article 12.3. Sites which elect to staff a Responsibility Center shall vote using the process outlined in Article 7.1.1 and submit a request to Human Resources no later than the last teacher work day for the fall semester of the next school year or December 10 for the second semester.
- *11.30 Opportunity Classes

Three Opportunity classes for grades 7 and 8 shall be offered. At the beginning of each school year two (2) Opportunity classes shall be offered. The third class shall be added when the total enrollment reaches forty (40) students or at the end of the semester, whichever comes first.
- *11.31 SB 1969

The District shall provide opportunities for eligible unit members to qualify for SDAIE (Specially Designed Academic Instruction in English) Certification by providing training and substitute costs necessary to prepare for the CTC-provided certification process.
- *11.32 Non-Discrimination:

The District and the Association are aware and acknowledge that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, or domicile. The District and the Association are aware of and acknowledge the following State and Federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. In addition, the District and the Association acknowledge that Board policies exist which address potential violations of these laws. Copies of these policies are available at work sites, the District Office, and the FUDTA office.

Provisions of this section of the article shall not be subject to the grievance process in Article 6. Any allegations of violations of any of these provisions shall be addressed through the Board regulations and appropriate government agencies, or a court of competent jurisdiction.
- *11.33 Procedures for daily distribution and collection of standardized testing materials shall be reduced to writing and provided to each unit member by the principal at each site two weeks prior to the beginning of standardized testing.

ARTICLE 12: CLASS SIZE

12.1 Student-Teacher Ratio

Current pupil-teacher ratios will be reduced as appropriations permit with priority given to lower grades and a plan developed to reduce classes on a long-range basis.

12.2 Class Size Maximums: K-6 = 30

12.2.1 Combination classes and English Language Development classes shall have the following maximums:

Combination Classes and ELD

Grades K - 3 = 28

Grades 4 - 6 = 29

No combination class shall include more than two (2) grade levels. These maximums in combination and ELD classes can only be exceeded if all other classes at the appropriate single grade levels have reached their maximums, or with teacher approval. Every effort shall be made to comprise combination classes of equal numbers of students from each grade level, with a minimum goal of a 2:1 ratio, or as close thereto as possible.

12.2.2 Effort shall be made to stay within the above maximums. However, when necessary the limit may be exceeded for a maximum of fifteen (15) days during the school year for each individual teacher.

*12.2.3 In order to avoid combination classes of students in grades 4-6, the District may offer to schools the opportunity for teachers to earn an additional compensation of \$200 per month per student, to a maximum class size of 32 students, subject to the agreement of the affected core classroom teachers. Unit members who work with these extra students on a part-time basis will be paid a pro-rata payment in addition to the amount paid to the classroom teachers. If the parties do not reach agreement, a combination class will be formed.

12.2.3.1 Unit members who decline to accept additional students shall not be harassed nor negatively evaluated in any fashion for having declined.

12.2.4 Regular education grades K-3 combination classes will have assistance from an aide for at least two (2) hours daily.

12.3 Class Size: Secondary

12.3.1 Junior and senior high classes shall have no specific class size; however, the District shall staff on the basis of one (1) teacher equivalent for each thirty (30) students in high school and one (1) teacher equivalent for each thirty (30) students in junior high school.

12.3.2 No unit time shall be converted to out-of-unit time by the District.

12.3.2.1 Unit time shall be converted to out-of-classroom time only with annual mutual agreement between the principal and a majority vote of all unit members at the site. The Association Faculty Representative and the Building Liaison Committee shall be kept fully apprised at all times of the student-teacher ratio in each school. The Association Faculty Representative and the Building Liaison Committee shall be apprised in advance when out-of-classroom conversion time is being contemplated by the administration and before the issue is brought before the unit members for a vote.

12.3.3 The District shall make reasonable effort not to exceed the secondary school class size goals as listed below:

Secondary	
P.E. and Music performance	40
Core classes (English, Social Science, Math, Science)	31
All other classes	33
Bilingual, Sheltered, ESL	29

Teachers in P.E. and Music Performance classes may request higher class maximums for curricular purposes.

12.3.4 Should the secondary class size goals listed above be exceeded by three (3) or more, the principal shall consult with the teachers affected regarding remedial action. The principal shall consider the following remedial steps:

- Reduction and/or elimination of unit conversions
- Reassignment of students
- Reassignment of teaching time
- Elimination of certain classes

12.3.5 The enrollment in typing/computer classes (classes such as keyboarding, computer technology, networking, or computer literacy) shall be limited to the number of typewriters/computers allocated to the classroom. This does not require elective or core subject area classes which do not require daily use of computers by every student to have a computer for each student.

In other classes requiring special equipment, the principal shall make reasonable effort to limit student enrollment to the number of stations available.

12.3.6 Only regular classroom teachers shall be counted in computing student-teacher ratios.

12.4 Classes shall not exceed the number of students defined or recommended by law.

12.5 Class Size: Special Education

12.5.1 The District shall observe all legally required maximums in caseload and class size. For example: Education Code Section 56362 (c) (Resource Specialists--28). The District shall make every effort to equalize caseloads and class sizes within grade levels and programs consistent with the needs of the student as set forth in his/her IEP and the unique features of each group.

12.5.2 The District shall make reasonable effort not to exceed the special education class maximum sizes goals as listed below:

12.5.2.1 Special Day Class – Mild to Moderate
Preschool/primary: 10
Intermediate/Secondary: 12

12.5.2.2 Special Day Class - Moderate to Severe
Preschool: 8
Primary: 6-10
Intermediate/Secondary: 6-12

- 12.6 Should the combination of disabling conditions in any class create an excessive burden, the teacher shall consult with the site administrator, who, if necessary, will additionally schedule a meeting with a District special education administrator to resolve the issue by providing at least one of the following:
- 12.6.1 Additional training
 - 12.6.2 Additional resources to the teacher
- 12.7 If a special day class student with exceptional needs is mainstreamed into regular classes and demands considerable extra teacher time and preparation, the teacher may request a conference. If a conference is requested, the principal and the special education teacher involved with the student shall meet with the teacher requesting the conference to explore possible solutions. Every effort shall be made to meet the teacher's concern, consistent with the needs of the student as set forth in his/her IEP.
- 12.7.1 Full inclusion language is found in Article 36.
- 12.8 The Bilingual Program administrator shall meet with any unit member upon request to discuss the unit member's class size concerns.
- 12.9 Class Size Reduction Plan - SB 666¹ and - SB 12
- 12.9.1 Class size reduction shall be implemented on a Districtwide basis consistent with the subsections of this Article.
 - 12.9.1.1 The District shall reduce class size in English at the 9th grade level beginning January 1991.
 - 12.9.1.1.1 Further reductions shall be in order of the following priorities: Math (9), Science (9), Social Science (10), English (10), Math (10), Science (10), Social Science (11), English (11), Social Science (12), English (12)
 - 12.9.1.2 The District shall utilize 100% of the available SB 666/SB12 funding to achieve the full reduction target of an average class size of 20.
 - 12.9.1.2.1 If the full reduction (12.9.1.2) target cannot be met, the District shall utilize all of the available money to achieve the 50% reduction target.
 - 12.9.2 During the spring 1991 semester, the class size reduction plan may be implemented within the existing six-period schedule at each high school using available facilities and/or by adding a zero or 7th period. For each subsequent year, during the term of this contract, each high school site shall determine by majority vote of its teachers, the need to implement zero and/or 7th period classes. The voting shall take place no later than May 15 during the spring immediately preceding the year of implementation.
 - 12.9.2.1 Any change of the schedule shall be made consistent with the terms of Articles 1.5 and 7.1.1. If there are insufficient funds or teachers to initiate or continue the class size reduction program, the schedule automatically reverts to the schedule at the site prior to implementation of the class size reduction plan.
 - 12.9.2.2 The District shall implement the class size reduction program by scheduling all targeted classes within the contractual workday and school year.

- 12.9.2.3 The implementation of this program shall not result in the increase of the class size of other courses not included in the program.
- 12.9.2.4 Roving assignments, which are the result of implementing the class size reduction program, will be made consistent with the terms of Articles 11.16.1 and 11.16.2.
- 12.9.2.5 Any increase in the number of teachers' preparations (assignments) as a result of class size reduction under SB 666/SB 12 shall be assigned to volunteers. If a sufficient number of volunteers is not available, a reasonable compromise shall be determined by Bargaining Unit members within the affected department. In the event that a consensus cannot be reached, the department chairperson shall refer the matter to the principal for resolution.
- 12.9.2.6 The zero and/or 7th periods shall be assigned to volunteers. If a sufficient number of volunteers is not available, a reasonable compromise shall be determined by Bargaining Unit members within the affected department. In the event that a consensus cannot be reached, the department chairperson shall refer the matter to the principal for resolution.
- 12.9.3 The District shall, as long as this class size reduction program continues, provide to FUDTA copies of all completed forms required by SB 666/SB12 from the application phase to final certification.
 - 12.9.3.1 Program evaluation shall consist exclusively of staff, parent, and student interviews as well as classroom teacher assessment. The instruments for assessment and interviews shall be developed by a joint committee.
- 12.9.4 The District shall reopen negotiations within 40 days to negotiate a specific class size reduction plan with the Association if and when the following four conditions are met.
 - 1) The Legislature appropriates ongoing funds for class size reduction in grades 1-3;
 - 2) These funds are restricted to the reduction of class size;
 - 3) The District decides to reduce class size if it can obtain adequate funding; and
 - 4) The District decides to apply for such funding.
- 12.9.5 Nothing in Article 12.9 is intended to modify other provisions of the 1995-98 Agreement.
- 12.10 The Opportunity teachers shall configure their own classes. The three classes shall not exceed a total of 60 students for a period of 10 days or more per school year without permission of the teachers.
- 12.11 Continuation School shall be staffed on the basis of 22 to 1.
- 12.12 Effective for the 1996-97 school year, the District will add the equivalent of a full-time nurse over the 1995-96 staffing which will be maintained.

¹Ratified Agreement - January 23, 1991 (refers to 12.9)

ARTICLE 13: UNIT MEMBER SAFETY AND PROTECTION

- 13.1 The District shall provide a safe and healthy work environment for all unit members. Unit members have a primary responsibility for the supervision of students. However, unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Unit members shall report conditions which may not be reasonably safe or healthy to the site administrator. The site administrator shall be responsible to notify the District according to the following procedures so that inspection and remedial steps can be promptly scheduled.
- 13.1.1 Upon notification, if the District is notified of a hazardous or unsafe condition by local, state, or federal health or safety authorities, the District shall request in writing, and send a copy of the request to the Association, guidance from the agency as to notification of unit members, and shall comply with the agency's recommendations regarding any such notification. The District shall send a copy of the request to the Association.
- 13.1.2 When potentially hazardous conditions exist, the District or the Director of Risk Management/Energy shall appoint qualified person(s) who shall be called upon to perform professional inspections of the facility and/or hazardous conditions. The conclusions of the qualified inspector shall be made available to site unit members in written form and signed by the inspector.
- 13.1.3 Health and safety concerns will be submitted in writing to the Director of Risk Management/Energy by the Building Liaison Committee. The Director of Risk Management/Energy will respond with remedial steps within five (5) working days.
- 13.1.4 With unit member participation, as decided by unit members at the site, and District Safety/Facilities Committee direction and guidance, each work site shall have a Site Safety/Facilities Committee which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues. Unit members serving on the site or District-level Safety Facilities Committee shall receive release time, the hourly rate of pay, or 40-hour credit for committee work. Site plans are expected to cover contingency plans for a wide range of safety risks, including but not limited to suspicious or unwanted persons on the work site, fire, flood, earthquake, evacuations, and emergency closings. The District Safety/Facilities Committee shall provide each work site with general procedures for safety with the site committee overseeing unique site issues. The District shall provide a plan to comply with all recommendations of the Site Safety/Facilities Committee. Site Safety Plans shall be submitted to the District and the Associations within 60 school days of ratification of this agreement.
- 13.1.5 The District shall develop and implement a plan to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If pesticides are used, the District shall follow the guidelines in Article 11.18.
- 13.2 Senior high unit members may recommend in writing incorrigible students to be transferred to continuation school. The administrator shall then be obligated to provide the unit member with a written response to the recommendation which shall include the affirmative steps to be taken to resolve the situation within five (5) working days, or a later time, if required by law.
- 13.3 Every unit member in the Fremont Unified School District schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. Consistent with the Penal Code, all unit members shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

- 13.4 If a unit member is assaulted or threatened in connection with his/her employment, he/she shall immediately provide the Superintendent's designee with written notice of that fact on a form designated for this purpose to be made available at all sites. The Superintendent's designee shall transmit such report to the Board within 24 hours. The Board and the Superintendent's designee shall comply with any request from such unit member for information in their possession related to the incident or the persons involved and will otherwise cooperate with the unit member in the event of a civil or criminal proceeding.
- 13.4.1 The District shall provide inservice training on a voluntary basis to unit members wishing training on how to subdue assaultive pupils, break up pupil fights and use of conflict intervention skills.
- 13.4.2 The District will indemnify and defend unit members as required by law, including but not limited to Government Code Section 825.
- 13.4.3 Upon the request of a unit member, whose person or property has been injured or damaged by the willful misconduct of a pupil which occurs during the unit member's course and scope of employment, the District shall investigate, and in meritorious cases, take appropriate action that may include but is not limited to: publicly denouncing the behavior and securing an apology, arranging for restitution/reimbursement, and other appropriate actions up to and including taking legal action against the student and his/her parent(s)/ guardian(s).
- 13.4.4 When physical injury arises from a physical assault/battery occurring during the unit member's course and scope of employment, the unit member shall suffer no loss in wages, benefits, or leaves for that period of time prior to the provision of worker's compensation benefits and/or other benefits.
- 13.4.5 The District shall comply with all reporting and notification requirements as mandated by law in cases of dangerous students, as defined by the Education Code 48900 et al., 49079, and Welfare and Institutions Code. the District shall maintain a current copy of Education Code 48900 and 49079 in each faculty room at each school site.
- 13.5 The District shall follow the recommendations of the District Safety Committee in supplying necessary special safety equipment and clothing for teachers of laboratory/studio and vocational classes as funded from District Safety Committee funds. The costs of such safety equipment shall not be deducted from the local school budget.
- 13.5.1 The District shall arrange for proper disposal of all hazardous waste. Unit members shall assist the District in identifying such waste.
- 13.6 A definition of the duties and responsibilities and administrative follow-up pertaining to student behavior shall be reduced to writing by the Superintendent and presented to each unit member at the start of each school year. Further, the District shall maintain a copy of District discipline policies and regulations in each faculty room at each school site.
- 13.7 In order for unit members to carry out their responsibilities regarding discipline, the principal shall meet with his/her faculty at the beginning of the school year but not later than October 1 for the purpose of jointly discussing with the faculty the written guidelines and procedures for student behavior, the ban on corporal punishment, and administrative follow-up at the site. Specific instructions regarding the handling of dangerous criminal behavior and firearms shall be included.
- 13.8 The parties understand the importance of cooperation in resolving discipline problems. Thus, the District and the Association shall maintain a Discipline Committee to propose, review, eliminate, or correct District Discipline Policies. The Committee shall be composed of equal numbers of unit members and administrators, but shall not exceed eight total members. The unit members shall be selected by the Association. The findings of the Committee shall be forwarded to the Superintendent.

- 13.9 In the event of an emergency school or District closure, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.
- 13.10 Short-term Pupil Suspension
- 13.10.1 A bargaining unit member may suspend a pupil from his/her class for the day of the suspension and the day following for any act that disrupts or diminishes the education process, including but not limited to the following:
- 13.10.1.1 Causing or attempting to cause, or threatening to cause physical injury to another person.
 - 13.10.1.2 Possession, selling, or otherwise furnishing a firearm, knife, explosive, or other dangerous object.
 - 13.10.1.3 Unlawfully possessing, using, selling, otherwise furnishing, or being under the influence of any controlled substance as defined under Health and Safety Code section 11007, alcoholic beverage, or intoxicant.
 - 13.10.1.4 Committing robbery or extortion.
 - 13.10.1.5 Causing or attempting to cause damage of school or private property.
 - 13.10.1.6 Stealing or attempting to steal school or private property.
 - 13.10.1.7 Committing an obscene act or engaging in habitual profanity or vulgarity.
 - 13.10.1.8 Disrupting school activities or willfully defying authority of a bargaining unit member.
 - 13.10.1.9 Committed sexual harassment as defined in Education Code section 212.5.
- 13.10.2 The actions stated above may occur at any time or place related to school attendance or school activity including but not limited to the following:
- 13.10.2.1 While on school grounds.
 - 13.10.2.2 While going to and from school.
 - 13.10.2.3 During lunch period either on or off campus.
 - 13.10.2.4 During, going to, or coming from school-sponsored activities.
- 13.10.3 The unit member shall immediately report the suspension to the school principal (or his/her designee), and contact the pupil's parent(s) to discuss the circumstances of the suspension as required by Education Code section 48910.
- 13.10.4 The pupil shall not be returned to the unit member's class during the period of the suspension without the unit member's concurrence.
- 13.10.5 The pupil shall not be placed in another regular class during the period of the suspension. If the pupil is assigned to more than one regular class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.
- 13.10.6 The District shall, upon request of the unit member, facilitate in carrying out any and all obligations required of the unit member by the Education Code including but not limited to the sending of notices to parents regarding required meetings and the scheduling of such meetings at mutually acceptable times.

- 13.11 Longer Term Pupil Suspension
- 13.11.1 A unit member may also recommend a pupil for suspension from school for up to five (5) days to the principal (or his/her designee) for any acts enumerated in Education Code section 48900 including but not limited to those set forth in 13.10 of this Article.
- 13.11.2 In the event a suspension is so recommended, the principal (or his/her designee) shall immediately schedule a conference with the pupil, the unit member, and the principal for the purpose of determining whether the principal (or his/her designee) shall proceed unless this conference is bypassed under the "emergency situation" of Education Code section 48911 (c).
- 13.11.3 Any required notices regarding the suspension to the pupil's parents or guardians or to the Governing Board shall be performed by the District.
- 13.11.4 The unit member may require the pupil to complete any assignment or test missed during the suspension.
- 13.12 Extended Pupil Suspension or Expulsion
- 13.12.1 A unit member may recommend to the administrator a longer period of suspension and/or expulsion for pupils as permitted by law including Education Code section 48910, 48915, and other related sections.
- 13.13 Specialized Health Care Procedures
- 13.13.1 Only unit members who are qualified or trained in accordance with EC 49423.5 may be required to perform specialized physical health care services including catheterizations, injections, ileostomies, colostomies, gastronomies, tracheotomy, suctioning, oxygen administration, gavage feeding and draining, or other services that require medically-related training as defined in Education Code 49423.5. In no case shall the District require a unit member who teaches a regular education class to receive training in or perform specialized physical health care services.
- 13.13.2 The District shall comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe environment.
- 13.13.3 At each site, the District shall provide, and replenish supplies upon request, latex gloves, mouth-to-mouth breathers, and facilities to wash with hot water and antiseptic soap to any unit member who may come in contact or be expected to come in contact with bodily fluids.
- 13.13.4 The District shall indemnify and hold harmless from all liability any unit member who performs health care services as directed within the course and scope of his/her employment.
- The District shall provide general liability insurance for unit members covering the rendering of or failure to render specialized health care services, medical treatment, or the furnishing or dispensing of drugs or medication, according to the carrier.
- 13.14 The District shall provide, at no expense to unit members, training for all required health and safety certification.
- 13.15 Unit members shall not be responsible/liable for students' transportation to and from extra-curricular/extra-duty activities as long as unit members have complied with District policy. The District shall be responsible for informing all unit members at the beginning of each school year of all such policies.

ARTICLE 14: TRAVEL

- 14.1 Unit members required by the District to use their cars in the course of their instructional day/forty hour requirement shall be reimbursed at the I.R.S. rate per mile. Preapproved travel for unit members shall be reimbursed at the I.R.S. rate per mile. Preapproval is defined as written or oral permission from an administrator. New I.R.S. increases will become effective in the payroll period following the District's receipt of the official I.R.S. District notification of the increases. Mileage forms shall be available at all sites.
- 14.2 The District shall inform, in writing, the unit member of liabilities and possible costs when the unit member uses his/her own vehicle to transport students when unit members are requested by the District to transport children. District vehicles will be made available to the unit member if such vehicles are available. In no event, however, shall unit members be required to transport students.
- 14.3 At the beginning of each school year, or when a change in assignment occurs, unit members shall meet with their supervisors to develop schedules that permit adequate time for travel. The District may not require or request that teachers travel during their own prep period. In determining adequate time, the supervisor shall take into consideration the mileage between sites and loading and unloading of required teaching materials. Mileage shall be determined from the District publication denoting distances between schools.

ARTICLE 15: MEDICAL EXAMINATIONS

- 15.1 Medical examinations requested of unit members by the District shall only be conducted with the consent of the unit member. Reasonable exceptions may be made to this Article by the District, in accordance with California Education Code, Section 44434, 44932, and 44438, subject to appeal by the unit member through the normal grievance channels.

ARTICLE 16: TEMPORARY UNIT MEMBERS

- 16.1 Temporary unit members and the District shall have all rights provided them in Sections 44918 and 44954, as amended, in the Education Code. These rights shall hereby be incorporated into this Agreement.
- 16.2 By March 15, qualified temporary unit member shall be placed on a re-hire list for permanent and temporary positions, based on seniority, provided the unit member has worked or will have worked seventy-five (75%) of the school year in the District as a temporary and/or substitute unit member.
- 16.3 Temporary unit members, in order to be deemed "qualified" for reemployment pursuant to EC Section 44918, must be recommended for reemployment by the principal to who he/she was assigned while on the temporary contract, in addition to serving seventy-five (75%) percent of school days.
- 16.4 In addition to the provisions of Article 21.3 regarding salary schedule placement, temporary unit members shall also be credited with all previous years of satisfactory service, as determined through the Personnel Evaluation System, as a temporary unit member in Fremont Unified School District, provided that there has not been a break in service with the District greater than thirty-nine (39) months.
- 16.5 By December 1 and again by March 30, the District and the Association shall review the number of unit members on temporary contracts to ascertain compliance with the Education Code.
- 16.6 Temporary teachers shall be evaluated as in Article 10 with the following addition: within one month of the temporary teacher's first day of paid temporary service, the evaluator shall meet with the teacher to discuss their job description, standards of expected student achievement, and school/departmental/grade-level goals.
- 16.7 The following is the order of placement of employees in positions.
- 16.7.1 The District will place all known unassigned teachers in vacancies for which they are credentialed.
- 16.7.2 The District will provide an opportunity for current permanent and probationary teachers to apply and interview for transfers according to Article 9.
- 16.7.3 The District will place qualified unit members who are on the re-hire list in positions prior to the assignment of new hires.
- 16.8 Article 16 will be implemented as follows:
- 16.8.1 The District will establish a re-hire list of qualified, credentialed temporary employees who have worked or will have worked 75% of the school year and who are recommended for rehire. Teachers will be placed on this re-hire list by seniority. The only application of seniority is to ensure that a more senior person is assured of a position even when a less senior person is credentialed and assigned. The District will provide the Association with a copy of the re-hire list.
- 16.8.2 The Human Resources Department will assign temporary teachers to their current site if a position is available for which they are credentialed.
- 16.8.3 Teachers who are not interested in accepting a position at their current site may decline the position and request to be assigned to a position for which they are credentialed. If there is another position within the District, the District will place that teacher in the available position. If there is not another position, the District will so advise the candidate that declining this position will mean that the teacher will be removed from the re-hire list thereby ending the District's obligation to re-hire the employee. The teacher may apply as a new hire.
- 16.8.4 Once placed in a position, the Temporary Unit Member has the same transfer rights as a permanent or probationary teacher.

ARTICLE 17: PART-TIME EMPLOYMENT/FULL RETIREMENT CREDIT

- 17.1 Eligible unit member desiring part-time employment shall earn full retirement credit.
- 17.1.1 AB 339, amending Sections 44922, 22724, and 89516 of the Education Code and Section 20185 of the Government Code, is incorporated into this Agreement and supplements the following:
- 17.1.1.1 It shall be the District's policy to utilize Education Code Section 44922 and that the program be made available to District certificated employees.
- 17.1.1.2 The provisions of the program shall apply at age fifty-five (55) with at least ten (10) years of certificated employment in the District of which the immediate preceding five (5) years were full-time employment. The unit members shall reduce their full-time workload to a minimum of one-half time on a mutually agreed-upon assignment.
- 17.1.1.3 The District and the unit members shall continue to pay retirement contributions at the full-time salary level, including payments for all health benefits received by regular unit members.
- 17.1.1.4 The unit member shall receive full retirement credit for each year of service under this program.
- 17.1.1.5 All other provisions as stated in Education Code Section 44922 shall apply as District policy.
- 17.1.1.6 On or before January 1, the Board shall mail a letter to each unit member who will be eligible for part-time employment as of the commencement of the ensuing school year. Such letter shall include the following:
- 17.1.1.6.1 That such unit member is eligible for the particular program.
- 17.1.1.6.2 A clear explanation of the benefits and duties which attach to an enrollee in such program.
- 17.1.1.6.3 A statement to the effect that the unit member should not enroll in such program until he/she and the Board mutually agree on his/her job description, his/her duties, his/her hours, the location or locations at which he/she is required to perform his/her services, and the duration of his/her participation in the program. This agreement shall be in accordance with the reassignment provisions of this contract.
- 17.1.1.6.4 That such unit member may not be terminated from the program except for just cause, and that such unit member may challenge his/her termination through the grievance procedure in this Agreement.
- 17.1.2 On or before January 1, the Board shall transmit to the Association a copy of each letter mailed pursuant to this Article.
- 17.1.3 Each unit member who is eligible to participate in the part-time employment program shall be entitled to release time in January in order to attend the Association workshop devoted to explain the part-time employment program.

- 17.1.4 The Agreement entered into between a unit member and the Board pursuant to this Article shall incorporate the matters contained in Article 17.1.1 and its subsections above.
- 17.1.5 Any unit member who is interested in participating in this program shall notify the Human Resources Office no later than March 15. The Board shall schedule a meeting with each such unit member on or before April 30 to develop a mutually agreeable program for such unit member.
- 17.1.6 The Agreement between the Board and the participating unit member shall be consummated on or before May 15. The unit member may be accompanied by an Association representative in any meeting he/she attends with the Board pursuant to this Article.
- 17.1.7 Where two (2) or more unit member applicants are credentialed to perform the services required in a part-time position, such position shall be filled by the unit member with the greatest Districtwide seniority.
- 17.1.8 No unit member shall be pressured overtly or indirectly to participate in the part-time employment program.
- 17.1.9 Unit members who participate in the part-time employment program shall not perform services which are obviously performed by full-time unit members, unless otherwise agreed to by the Association.
- 17.1.10 On or before May 18, the Board shall provide the Association with a list of the unit members who will be participating in the part-time employment program.
- 17.1.11 A unit member who has entered into an agreement with the Board to participate in the part-time employment program shall have five (5) days from the date of his/her signing the Agreement to revoke such agreement.
- 17.1.12 A unit member may terminate his/her agreement with the Board between April 1 and May 1 of any school year preceding his/her 65th birthday. The unit member must notify the Board in writing of his/her intent to terminate no later than March 15. Any unit member who terminates his/her agreement shall be eligible to return to employment in conformity with the leave rights in this Agreement.
- 17.1.13 A unit member who participates in the part-time employment program shall be paid according to Article 21.2.2.

ARTICLE 18: SHARED CLASSROOM ASSIGNMENT

- 18.1 The program calls for selection of two probationary or permanent teachers splitting a full time classroom assignment to include but not to be limited to: division of days, segmenting days of school week, and/or semesters of school year in order that the assignment might be shared by two teachers.
- *18.1.1 Two probationary or permanent unit members may share an assignment for a minimum of one year. Job applications for a job-sharing assignment for the following school year shall be filed with the Assistant Superintendent for Human Resources no later than March 1. The Assistant Superintendent for Human Resources shall approve or deny requests and notify in writing the applicants of its decision by April 1. If a request is denied, the applicant shall be notified, in writing, of the specific reasons for the denial. Upon request, the Assistant Superintendent for Human Resources shall promptly meet with the teachers involved and review the decision.
- Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and leaves shall be pro-rated relative to the actual time worked. Salary schedule advancement is subject to Article 21.4.1.
- 18.2 This program shall be implemented in accordance with the following guidelines:
- 18.2.1 The retirement system shall continue to deduct the appropriate percentage of salary, and the District shall continue its contributions.
- 18.2.2 Any current full-time unit member who chooses this program shall have the option of returning to full-time status at the same site if a position is available at that site at the beginning of each school year. If the part-time unit member returns to full-time status, they shall be placed on the Districtwide unassigned list unless return is at the end of one (1) year or the unit member is at the same site as before the shared assignment.
- 18.2.3 Participation in this program shall be on a voluntary basis only, and by mutual agreement between the District and the unit member.
- 18.2.4 Current part-time teachers shall have priority over new hires for participation in this program by appointment as the second teacher with a full-time teacher who opts for this provision. If no approved job share partner is available, the principal and the teacher may agree to seek a candidate outside the District.
- 18.2.5 Any unit member who changes job site to participate in shared classroom shall retain one (1) year return right to prior site, subject to staff reductions which may affect the unit member because of his/her seniority.
- 18.2.6 A teacher participating in the shared-classroom assignment program must annually make a proposal, to be submitted by March 1, to continue his/her shared-teaching assignment for the following year. There shall be an annual review and evaluation of the new unit member's shared teaching program by all the parties involved. The program shall continue only by mutual agreement of all the parties.
- 18.3 The District shall provide in February of each year an inservice program to employees interested in shared classroom assignments.

ARTICLE 19: SUBSTITUTES

- 19.1 Present policy/practice regarding this category of unit members should continue, except as revised by this Agreement.
- 19.1.1 The District shall maintain an active substitute teaching pool that shall not exceed 500 substitutes. If the substitute pool is insufficient to provide necessary coverage, the District may employ additional substitutes to meet the need. If, on any given day, the substitute pool is insufficient to provide necessary coverage, the District may employ additional substitutes to meet the need on that day only.
- 19.1.2 The District shall maintain a list of all substitute teachers currently employed, and shall continue to employ such substitutes unless the following occurs:
- 19.1.2.1 The District contacts a substitute and is advised that he/she no longer wishes to be listed.
- 19.1.2.2 The substitute advises the District that he/she no longer wishes to be listed.
- 19.1.2.3 The substitute is removed from the list in accordance with Article 19.15.
- 19.1.2.4 The number 500 is reached and maintained.
- 19.1.3 It is understood that the District will continue to hire fully credentialed substitutes above the 500 limit, or cease using emergency credentialed substitutes in accordance with the Commission on Teacher Credentialing ruling.
- 19.2 At the beginning of each school year the District shall provide substitutes with a map of the District and a work calendar which includes dates of non- instructional workdays.
- 19.2.1 Upon arrival at each site, substitutes shall be provided with the following:
- 19.2.1.1 written, relevant, general information about the school.
- 19.2.1.2 policies regarding student behavior and student discipline.
- 19.2.1.3 attendance procedures and materials with which to make student attendance reports.
- 19.2.2 Substitute teachers may defer from the active list for a period of up to one year.
- 19.3 Substitutes shall be provided the same school day as the regular unit member for whom he/she is substituting, including the preparation period. If the regular unit member teaches a six-period day, the substitute for that unit member will be paid an additional one-sixth of the substitute teacher's daily rate of pay. When a unit member must be assigned to substitute on his/her preparation period, the District shall, after following the procedures for volunteers according to Article 7.14, ask any substitute on site if he/she wishes to volunteer. If the regular classroom teacher would have been assigned to substitute during the preparation period as per the regular rotation, the substitute shall be so assigned to substitute during the preparation period. Substitutes who are asked to substitute in a class during a teacher's assigned preparation time will be paid an additional one-sixth of the substitute teacher's daily rate of pay. (On-site teachers will have the first chance to volunteer if no sub is available for any unfilled position. The second offering will be to any substitute who is available at the time when the position is open. If no volunteer is available, the principal shall fill the position through the rotation process.) A substitute who works the regular unit member's schedule during shortened or minimum days shall receive full pay.
- *19.3.1 Substitutes who are asked to substitute in a class during a teacher's assigned preparation time will be paid an additional one-sixth of the substitute teacher's daily rate of pay.

- *19.3.2 A substitute who works the regular unit member's schedule during a shortened or minimum day shall receive full pay.
 - *19.3.3 A unit member may leave the campus or work site during his/her preparation period to attend to necessary work-related activities and to preparation activities which cannot be accomplished on site.
 - *19.3.4 If a preparation period is the last instructional period of the day, the substitute should first check to see if s/he is required to substitute in another class on site. If no such assignment exists, the substitute shall have the right to leave after checking out.
 - *19.3.5 A day-to-day substitute who accepts an assignment at a school site on a shortened or minimum day schedule will be considered completed at the end of the student instructional day. The substitute unit member shall not be required to stay at the school site after students are dismissed from school.
- 19.4 A substitute shall have the right to sign and respond to any letters or documents destined for placement in his/her Personnel File. (See also Article 29.)
- 19.5 One full paid inservice day shall be offered each semester by the District to orient newly employed substitutes. Attendance shall be voluntary. The inservice day held at the beginning of the second semester shall be for those newly employed substitutes who were not eligible or were not able to attend the inservice day provided at the beginning of the first semester. The District shall prepare a Substitute Handbook to be revised yearly and distributed to all substitutes employed by the District. The Association shall have the right of approval of all content in the Substitute Handbook and staff development programs.
- 19.5.1 The District may provide training for substitutes. To support substitute training, the District may credit training which substitutes receive toward advancement on the tiered salary schedule (Appendix C). The provisions for this, and the manner in which it will be accomplished, shall be mutually developed.
- 19.6 The substitute shall not be removed from a substitute assignment for the purpose of denying long-term substitute pay. Upon the substitute establishing the aforementioned, the substitute shall receive the difference between long-term pay for the duration of that particular assignment and the regular substitute pay.
- 19.7 The District shall prepare two lists representing two categories of substitute teachers by the first school day of each school year. List A shall contain the names of all substitute teachers willing to work every day. List B shall contain the names of all substitute teachers who are willing only to work on a limited basis. Both lists shall be provided to the Association and all sites by the first school day of each school year. Said lists shall be updated and provided to the Association and all sites each semester. All fully credentialed substitute teachers shall be identified on both Lists A and B.
- 19.7.1 Assignment of substitutes for classes requiring specialists:
- For absences of more than five (5) school days, when there is no specific teacher request of a substitute, the Human Resources Office will attempt to locate the next person on the credentialed alphabetical list who has a credential or authorization to teach the following specialist classes: K-12 special day class, 7-12 mathematics, 7-12 science, 7-12 industrial arts, 7-12 foreign language, 7-12 music, driver training, and ESL/Bilingual classes.
- 19.7.2 The District shall first contact all unit members whose names appear on List A. If vacancies remain, the District shall contact unit members whose names appear on List B. If List A is not exhausted on a given day, the District will begin contacts on the successive date at that point where contact was last made. Similarly, when List B has not been exhausted on any given day, on the next day that List B is employed, the

District will begin contacts at the point last reached. Substitutes hired during the school year will be placed at the bottom of the list based on date of hire and will not be included on the list in alphabetical order until the following school year. List A and B shall be in accordance with 19.7.

- 19.8 Any individual who takes the CBEST test on or after July 1, 1983 shall be eligible to apply for reimbursement for the cost of taking said CBEST test provided they meet the following qualifications:
- 19.8.1 They pass the test.
 - 19.8.2 They serve as a substitute teacher in the Fremont Unified School District for a total of twenty (20) full-time equivalent (FTE) days.
- 19.9 The District shall begin contacting substitutes by 6:00 a.m. on the days the absences occur. The District shall contact as many substitutes as possible by 6:00 p.m. preceding the day on which there are known absences.
- 19.10 Substitutes who are offered and accept full-day assignments shall be paid for a full day, regardless of District error or any change of circumstances that may alter the need for the substitute for the full day. Compensation for substitutes shall be in accordance with the schedule in Appendix D.
- 19.11 Substitutes shall receive a minimum of one-half day's (defined as three hours) pay regardless of the length of the assignment.
- 19.12 The District shall not require a substitute to supervise/teach more than one class at a time, except in the case of an emergency.
- 19.13 Removal from substitute list:
- 19.13.1 Three (3) negative written evaluations submitted on the District form shall to the employee and the Department of Human Resources during a school year, will result in removal from the substitute lists. After any negative evaluation, a substitute may schedule a meeting with the administrator in order to address the issue(s). He/She shall have the right to have an Association representative present.
 - 19.13.1.1 Substitute teachers may be removed from the unit for misconduct in accordance with Education Code 44953.
 - 19.13.2 Evaluation shall be focused on the ability of the substitute teacher to:
 - 19.13.2.1 Implement the classroom teacher's plans, or to provide alternatives.
 - 19.13.2.2 Follow established procedures.
 - 19.13.2.3 Maintain good classroom control.
 - 19.13.3 The District may not consider a negative evaluation which occurred more than eighteen (18) months prior to a current event in determining whether a substitute should be removed from the substitute list.
 - 19.13.4 Any grievance alleging a violation of this procedure shall be confined to a determination as to whether the process set forth herein was complied with by the District. Any allegations concerning the content of an evaluation may not be processed in accordance with Article 6.
- 19.14 All written observations and evaluations shall be remitted to the substitute within five (5) working days.

- 19.15 Vacancies in teaching positions which require the selection of a substitute until a temporary or permanent teacher is hired will be filled by the principal selecting an appropriately credentialed or authorized substitute from the existing credentialed substitute list.
- 19.16 Long-term Substitutes
- 19.16.1 A long-term substitute shall not be required to submit written lesson plans for a period longer than any regular teacher is expected to plan, or for a period longer than an expected termination date for the assignment.
- 19.16.2 A teacher shall be considered as long-term after the 10th day of continuous duty in the same daily assignment and shall be paid for the 11th day and retroactively for the first 10 days as per 19.6 at the long-term rate. The substitute shall commence long-term duties on the 11th day of service if qualified and continuing in the assignment.
- 19.16.3 Recognizing the importance of a pool of qualified substitute teachers at the present, as well as in the future, the District agrees to use this pool as one source from which to hire new teachers.
- 19.16.4 Upon request, the principal or his/her designee will observe/evaluate substitutes after 18 consecutive days on an assignment, using the District's long-term substitute observation/evaluation form. The evaluator and substitute will meet to discuss the report. Completed forms will be given to the substitute, sent to the Human Resources Division, and kept at the school site for three (3) years.
- 19.16.5 After eighteen (18) full days at a site (not necessarily continuous days), the substitute may request the site administrator to write a letter of assessment as per 19.16.4 or recommendation which shall become a permanent part of the substitute's personnel file.
- 19.17 Substitute Team
- 19.17.1 In an effort to ensure that all absences are covered and to eliminate the need for teachers to substitute during their preparation periods, substitute teachers will have the opportunity to apply to be a member of the emergency Substitute Team. The members of the substitute Team will be employed for a minimum of 20 consecutive days. The requirement for the team is that the person agrees to substitute in an unfilled absence, in whatever position the District so designates. Selection and guidelines for the team will be determined by joint agreement of the Human Resources Department and representative of FUDTA. Compensation for team members shall be at the long-term substitute rate, because they have committed to work in the same assignment, as a member of the Substitute Team, for a 20-day period. The District and the Association will evaluate the effectiveness of this program, and will make modifications at any time, by mutual agreement. This provision will sunset at the end of this three-year Contract, and may be extended only by mutual agreement of the District and the Association.

NAME	SCHOOL	GRADE/SUBJECT	DATE
------	--------	---------------	------

I. RESPOND TO THE ABILITY OF THE SUBSTITUTE TEACHER TO:

- A. Implement classroom teacher's plans or to provide alternatives.

- B. Maintain rapport with staff and students.

- C. Follow established procedures.

- D. Maintain good classroom control.

II. COMMENTS

EVALUATEE	DATE	EVALUATOR*	DATE
-----------	------	------------	------

THE EVALUATEE'S SIGNATURE DOES NOT INDICATE ENDORSEMENT OF THIS REPORT, BUT IS A RECOGNITION THAT DISCUSSION HAS TAKEN PLACE.

Use additional pages if necessary

*For administrator's use only

W26-0546 Observer's copy

ARTICLE 20: ADULT SCHOOL

All individual contracts between the District and unit members shall be in conformity with the terms and provisions of this Agreement. Both parties recognize that, consistent with such conformity, individual contracts with unit members may vary from program to program. Such individual contracts shall be consistent within each program. The District shall notify the Association before making any change to any such individual contract, and shall consult with the Association upon request prior to making such change.

- 20.1 Adult School unit members shall be paid according to the Salary Schedule shown on Appendix B.
 - 20.1.1 Adult School unit members' employment shall be processed by the District Human Resources Office.
 - 20.1.2 Up until the first day of the quarter, new openings shall be publicized and posted for at least a ten-day period with notice to the Association for all Adult School departments except community education. For a vacancy during a quarter (except in community education), qualified unit members employed less than full time shall be allowed to apply for said position and shall have priority over new hires. It is understood that the position is temporary and he/she will have to reapply if the position is offered at a later date. As positions become available on a given list, the applicants will be interviewed by the Adult School administrator. The Adult School administrator shall then select a candidate for the open position. If a unit member is passed over three (3) times in any school year, the Adult School administrator shall give a written explanation upon request why the other unit member was chosen. Each applicant receiving a position has the option of renewing his/her contract for this position each quarter. Each applicant shall remain on the master list until removal is requested or for a maximum of one (1) year, unless renewed.
 - 20.1.2.1 The District shall maintain lists of Adult School unit members who wish to return from year to year.
 - 20.1.3 The last contract of the year shall contain a provision for notification by the unit member to the District of his/her intent to remain on the list for the following year. Those who do not teach the last quarter of the year shall be contacted by mail to determine whether they wish to remain on the list. Those who indicate intent to remain on the list shall be placed on the list for the following year.
 - 20.1.3.1 The District shall inform unit members employed at the Adult School that the Education Code provides that permanent status is acquired by a unit member who is employed at the Adult School for two (2) consecutive probationary years for more than eighteen (18) hours per week during seventy-five (75) percent of the number of days the regular schools in the District are maintained during the year; and, the permanent unit member is entitled to receive an assignment of at least the average number of hours the unit member worked during the two (2) probationary years if such assignment is available.
 - 20.1.3.2 The District shall inform unit members employed at the Adult School that the Education Code provides that an Adult School employee is temporary if he/she works less than eighteen (18) hours per week.
 - 20.1.3.3 The District will rank Adult School teachers according to their seniority within three categories: Permanent, Probationary, and Temporary. Seniority within each group shall be based on the number of total hours of service at the Adult School. Unit members shall be advised in writing of their status in a particular category, and their placement on the seniority list, by May 1 of each year. A seniority list for each category shall be posted in such a manner that all unit members have access to it.

Unit member reduction necessitated by decreased enrollment or financial constraints shall take place first by reducing the hours of temporary teachers and then, if necessary, by reducing the hours of probationary teachers in the inverse order of their seniority and, then, if necessary, by reducing the hours of permanent teachers, the least senior permanent teacher first.

- 20.1.4 The District shall be responsible for obtaining qualified substitutes for absent teachers of mandated classes after adequate notice of absence has been given.
- 20.1.5 Adult School unit members shall earn one hour of sick leave for every 18 hours taught. Sick leave shall accumulate for Adult School unit members as it does for unit members in the K-12 programs.
 - 20.1.5.1 Adult School unit members who teach twenty (20) hours or more per week shall, at their discretion, be allowed to charge up to four (4) days of personal necessity leave to their sick leave in accordance with EC 44891 and Board Policy. Adult School unit members who teach thirty (30) hours or more per week shall be allowed to charge up to six (6) days of personal necessity leave to their sick leave in accordance with EC 44891 and Board Policy.
 - 20.1.5.2 By September 1, 1996, the Adult School shall provide all certificated staff with monthly written reports of their sick leave status, detailing total sick leave hours accrued and sick leave hours deducted in each pay period.
- 20.1.6 Adult School unit members shall be eligible for sabbatical leave as defined in Article 8.8.1.
- 20.1.7 The District shall make available to any requesting Adult School unit member a list of potential substitutes in his/her teaching field, provided the District has such information.
- 20.1.8 Adult School unit members who work 15 or more hours per week shall receive a paid orientation/workday at the beginning of the year.
 - 20.1.8.1 Adult School unit members shall receive one (1) hour pay per quarter for each course taught which involves mandatory computation and recording of student grades. This is limited to the High School Diploma Department only. The independent study teacher will be paid two hours for the entire mandatory grading time per quarter.
 - 20.1.8.2 Teachers who are mandated by state or federal statute to gather academic information on students will be paid at the extra duty hourly rate an amount not to exceed increases in the revenue generated by the mandate.
- 20.1.9 Adult School unit members shall be compensated at their regular hourly rate for mandatory attendance at staff development or IEP meetings, if such hours exceed accumulated time or if such hours are not release time.
- 20.1.10 In order to insure that Adult School teachers have the opportunity for quality staff development, 50% of the adult school staff development budget shall be allocated for teacher staff development.

- *20.2 Permanent, Probationary, and Temporary unit members shall sign quarterly contracts. The contracts shall include a provision for reduction of services should enrollment decrease. The contracts shall include a provision for reassignment of permanent teachers to alternative assignments which are appropriate to their credentialing and experience in the event of program-wide reduction of hours or enrollment decrease. Adult School Quarterly Contracts shall include the Adult School Salary Schedule. (See Appendix I.)

20.2.1 The Adult School summer session administrator shall choose the unit members to staff the summer session from a list of unit members who certify to the Adult School not later than March 31 that they desire to teach summer session. Not later than March 31 the Adult School principal shall post a list of candidates for each Education Code classification (Permanent, Probationary, and Temporary) ranked according to their seniority. Assignments shall be made first to Adult School unit members by classification (Permanent, Probationary, and Temporary) and seniority.

The Adult School summer session administrator shall interview unit members qualified by training and/or experience in the order they appear on the lists described above. If the Adult School summer session administrator does not select the unit member, that unit member shall be given a written explanation signed by the administrator as to why the unit member was not selected.

20.3 A full-time assignment for the Adult School unit member is thirty (30) hours per week. Sixty (60) percent of a full-time assignment for an Adult School unit member is, therefore, eighteen (18) hours per week.

20.3.1 STRS Credit shall be calculated at 1,050 hours equals a full year of service credit.

20.4 State reimbursed Academic Language Arts and all ESL classes shall be staffed only by appropriately credentialed unit members.

20.5 Department heads are necessary at the Adult School and will be provided as funds are available. Department heads at the Adult School should follow Article 32 for selection and compensation.

20.6 The Adult School receives a separate COLA on an annual basis for operating expenses from that of Fremont Unified School District. State law does not allow Fremont Unified School District to provide funding to the Adult School programs for ongoing operational expenses.

In recent years, there has sometimes been a large difference between COLA provided to Fremont Unified School District (as defined in Article 24.1) and Fremont Adult School. Any year in which the difference between the FUSD COLA and the Adult School COLA is greater than 10% of the Adult School COLA will result in a discussion between FUDTA and the Adult School administrators about the impact this difference causes. The discussion may result in impact bargaining.

*20.7 Health Benefits

Adult School unit members who teach a minimum of fifteen (15) hours or more per week for at least two consecutive quarters shall receive an additional 5.8%, to be applied to medical or other fringe benefits as enumerated in Article 23.1 above. Such benefits shall commence with the second consecutive quarter of service of fifteen (15) hours or more per week, and shall terminate if the unit member's hours decline below fifteen (15) hours per week. A unit member's hours shall not be lowered solely for the purpose of denying benefits.

*20.8 The Fremont Adult School receives a COLA for operating expenses separate from that of Fremont Unified School District. State law does not permit FUSD to augment funding to the Adult School programs for on-going operational expenses.

In any year in which the difference between the FUSD COLA and the Adult School COLA is greater than 10% of the Adult School COLA, FUDTA and the Adult School Administration will enter into a discussion about the impact this difference causes. This discussion may lead to impact bargaining.

ARTICLE 21: GENERAL

The following working condition provisions shall be maintained unless in conflict with the terms of this Agreement:

21.1 Professional Growth

21.1.1 The Board encourages unit members to take additional academic training which must be earned at accredited institutions. Unit members shall be encouraged to take content and cultural courses, as well as education methods courses which can reasonably be expected to strengthen their background for the teaching assignment. Upper division or graduate course work, in which the unit member received a minimum grade of C, shall be recognized by advancement as specified in the salary schedule. Lower division courses may be taken for credit only if prior approval is granted by the administrator or Human Resources Office.

21.1.1.1 All professional growth requirements for unit members holding credentials issued after September 1, 1985, shall comply with SB 813 requirements which became effective September 1, 1985.

21.1.2 Nurses required to take continuing education courses to maintain R.N. licenses shall receive one-half semester unit inservice credit for each eight (8) hours of course work. Courses taken shall be treated in the same manner as accredited university courses under terms of this Agreement.

21.2 Pay Period

Both the District and the Association recognize the importance of developing payroll practices which are prompt and efficient as possible. The parties also recognize that technical problems sometimes preclude adherence to exact timelines in processing payroll. The District shall form a committee which shall include representatives of the Association and any other bargaining units affected for the purpose of studying payroll practices and making recommendations to the Office of Business Services.

21.2.1 Certificated unit members shall have the option of being paid for the ensuing school year in ten (10) or twelve (12) equal payments. Unit members who serve less than a full school year shall receive a pro-rated salary in an amount that bears the same ratio to the established annual salary for the position as the time he/she serves bears to the annual school term. (Ref.: EC 45038, 45039, 45040, 45041).

21.2.1.1 The parties agree to joint participation in a study of the feasibility of phasing in a uniform practice for all.

21.2.2 The District shall pay unit members on their last working day of the month. Except, paychecks for December and June shall be paid in no case later than the fifth (5) calendar day of the succeeding month.

21.2.3 New unit members shall be paid in arrears, with all earned wages paid no later than June 30 of each year.

21.2.4 Before any payments may be made to the employee, his/her appropriate credential must be registered in the County Office and notification received by the Human Resources Office. In addition, his/her transcripts must be on file in the District Office.

21.2.5 The District shall continue payroll procedures for direct deposit of members' paychecks and any other authorized transfers of funds on member's behalf, such as annuities.

21.2.6 Summer paychecks shall be mailed to unit members on request.

21.3 Placement on Schedule of New Unit Members

21.3.1 Certificated unit members shall be placed on the salary schedule according to years of experience and educational preparation as specified in the current salary schedule. The responsibility for recommending proper placement of personnel rests with the Superintendent. A satisfactory evaluation shall be requisite for advancement on the salary schedule.

- 21.3.2 New unit members shall be placed on the schedule according to the number of years of previous school experience up to and including five (5) years. One (1) year's experience is defined as at least 75% of the teaching days under a contract requiring a valid public teaching credential/certificate during a given school year in a full-time teaching or administrative position. Substitute teaching shall not be applied as credit to meet this requirement.
- *21.3.3 Only units taken at an accredited college or university and completed and submitted by September 30 or within 30 calendar days of the date of hire, whichever is later, shall be acceptable for initial placement on the salary schedule for new unit members entering the District. All subsequent units earned during the school year shall be credited for salary placement in the following year.
- 21.3.4 All certificated unit members must have transcripts on file in the District office verifying their academic classifications for placement on the salary schedule.
- 21.3.5 Seniority is established under this Agreement as follows:
 - 21.3.5.1 Whenever two or more unit members are eligible for the same right or benefit under this Agreement, and when the same right or benefit must be awarded to fewer than all such eligible unit members, entitlement to the right or benefit shall be determined based upon the number of years of service in a bargaining unit position. The right or benefit shall be awarded to that eligible unit member with the greater number of years of such service. This shall apply only to those sections where seniority is not a determining factor.
 - 21.3.5.2 A year of service is to be credited for each school year during which the unit member is in employment status with the District in a position within the bargaining unit, or on leave from such position.
 - 21.3.5.3 In the event that two or more unit members eligible for the same right or benefit have the same number of years of service, their relative seniority for that right or benefit shall be determined by random drawing with a FUDTA representative present.
 - 21.3.5.4 The term "District-wide seniority," used in this Agreement, refers to length of service in a unit position as described in this Article.

21.4 Salary Schedule Provisions for Current Unit Members

- 21.4.1 Unit members employed for part-time assignments shall receive pro-rated value of the salary they would receive on a full-time basis. They shall advance a step each year on the salary schedule. In the event they later accept a full-time assignment they shall be placed on the schedule on the basis of adding the part-time assignments to the equivalent of full years. Any remaining portions of part-time assignments that equal 75% or greater shall be credited with one additional year.
- 21.4.2 Six (6) semester units shall be required every six years. Three (3) of the six (6) units must be taken from an accredited college or university. Unit members qualifying for the maximum classification of the salary schedule shall have this requirement lowered to two (2) semester units. Further, the District shall, whenever possible, develop and present inservice programs of practical use to unit members, either utilizing FUSD personnel or personnel from other educational institutions. Unit members participating in such programs shall receive credit toward placement on the salary schedule according to the semester units granted or on the factor of one-half unit for eight (8) hours of workshop attendance.

- 21.4.3 In order for the District to project its expenses for the next succeeding school year with accuracy, the number of unit members planning to make column advancements must be known as soon as possible. Therefore, notices of intent to add additional units are to be filed with the April Status Report. Proof of units is to be submitted not later than September 30. There shall be no penalty if units are not actually achieved.
- 21.4.4 Proof of units from an accredited institution shall include grade reports or other similar third party evidence of course work (subject to verification by official transcripts after a reasonable time). Courses filed after June 1 and by September 30 shall be paid retroactive to July 1, starting with the November 30 warrant. There shall be no penalty if units are not actually achieved.
- 21.4.5 Credit for unit member travel may be granted at the discretion of the District. Requests for credit for travel must be submitted in advance to the Workshop Committee for screening, and must be accompanied by a statement detailing the benefits to the District to be derived from the travel. The District may require the submission of a report by the unit member upon his/her return.
- 21.4.6 Unit members teaching vocational subjects and holding a Standard Designated Subject Teaching Credential in Business Education or with specialization in Vocational Trade and Technical Teaching may be granted credit equivalent to five (5) years teaching experience for related vocational experience upon initial employment. No placement shall exceed five- (5) years' credit for such experience.
- 21.4.7 The Standard Designated Subjects Teaching Credential in Business Education or with specialization in Vocational Trade and Technical Teaching shall be considered the equivalent of a Bachelors Degree. Units attained thereafter shall be counted for advancement on the salary schedule.
- 21.4.7.1 Inservice units or remuneration for committee work under the supervision of the instructional office shall be awarded as indicated below. All committees listed in the Board's bylaws shall be credited for inservice units or remuneration.
- 21.4.7.1.1 Districtwide standing committees:
- 21.4.7.1.1.1 Membership - 2 units per year
- 21.4.7.1.1.2 Chairperson - 3 units per year
- 21.4.7.1.2 Subcommittees:
- 21.4.7.1.2.1 Membership
Committee members may earn one-half unit of inservice credit for each eight- (8) hours of meeting time. Participants in workshops for the development on instructional documents may be reimbursed at the hourly rate of pay; participants may request inservice units instead of remuneration.
- 21.4.7.1.2.2 Chairperson
Chairperson of subcommittees which meet for sixteen (16) hours or more shall receive one (1) additional unit of credit. Chairpersons of workshops for the development of instructional documents may be reimbursed at twenty-five (25%) percent more than the hourly rate of pay.
- 21.4.7.2 Upon request, the District shall supply the Association a list of all members of District Standing Committees.

- 21.4.8 The District and the Association shall establish a joint committee known as the Unit Credit Committee (UCC). It shall be composed of six (6) members, three (3) to be selected by the District and three (3) to be selected by the Association. It shall develop criteria for awarding credits and assign credits for unit member participation in workshops, conferences, and seminars; on Districtwide standing, sub-, and ad hoc committees; and travel.
- 21.4.9 The District shall route all unit members' applications for credit for participation described above to the UCC.
 - 21.4.9.1 The District shall implement the UCC's award of credit for the above-described activities.
 - 21.4.9.2 The District shall notify each unit member of the amount of credit granted and the cumulative amount of credits not already applied to advancement on the salary schedule.
 - 21.4.9.3 The District shall publish by mid-March of each year a list, prepared by the UCC, of all workshops and committees known at that time which, if attended or served on, entitle unit members to units.
- 21.4.10 Unit members may appeal the award of credit to the UCC according to procedures developed by the UCC.
- 21.4.11 Effective April 1991, the April Status Report distributed to all unit members shall list all previous credits credited to the unit member and all new credits earned during the past twelve (12) months.

21.5 Hospitalization

- 21.5.1 As soon as PERS allows following ratification, the Board will provide all PERS medical plans and two (2) dental plans to unit members. In addition, the District will continue to provide the medical plans in effect prior to ratification so long as such plans continue to be offered by the carriers.
- 21.5.2 The booklets distributed by the companies generally outline the plans sufficiently. However, the master contracts govern, and a number of administrative procedural points should be made:
 - 21.5.2.1 If there are no children or other dependents in the family, each spouse can apply individually for the insurance.
 - 21.5.2.2 Once a decision has been made as to the plan desired for insurance, it cannot be changed during the school year. The exceptions to this rule shall be the addition of a new child or other dependents during the year, change in marital status, or the addition of a new or altered plan.
 - 21.5.2.2.1 COBRA (P.L. 99-272) provides temporary continuation of health coverage for spouses and dependents of unit members who would otherwise lose coverage under certain circumstances, including death of the unit member, divorce or legal separation, eligibility of the unit member for Medicare, or a dependent child of the unit member ceases to be a dependent child under the general requirements of the plan.
 - 21.5.2.2.2 In the case of divorce, legal separation, or cessation of eligibility of a minor child, the law requires the unit member to notify the Human Resources Office of the event.

21.5.2.2.2.1 Complete information regarding the rights and obligations of unit members and their dependents under COBRA may be obtained from the District Human Resources Office.

21.5.2.3 Change of status forms should be completed promptly when dependents' coverage is to be added.

21.5.2.4 New hires shall be eligible to join on the date of hire. Coverage begins on the first of the month following the payroll deduction.

21.5.2.5 Maternity benefits are available immediately to initial enrollees, subject to the requirements of the carrier.

21.6 The work year of unit members shall be determined by the official school calendar as noted in this agreement. Unit members shall be paid additional compensation for assignments prior to or after the date scheduled on the official school calendar except as noted elsewhere in this Agreement.

21.7 The District will pay a maximum of seven hundred (\$700) dollars per year per unit member for tuition/books for up to ten (10) unit members per year for work to obtain credentials in those areas approved by District. The unit member must submit a plan providing reasonable timelines for completion of work towards the credential, with a maximum of two (2) years. The District shall be repaid by the unit member if he/she fails to obtain a credential in a reasonable time. A unit member receiving benefits under this Article shall commit a minimum of two (2) years' service to the District after receiving the credential.

21.8 Site Liaison Committee

21.8.1 Within ten (10) working days at the start of school, unit members at each site will elect by secret ballot a Site Liaison Committee, to consist of at least three (3) unit members, but no more than seven (7) unit members.

21.8.2 The Site Liaison Committee shall represent unit member concerns to the site administrator and attempt to resolve concerns as informally and expeditiously as possible.

21.8.3 The Site Liaison Committee shall meet at the request of any unit member or of the principal.

21.8.4 Within five (5) working days, minutes of the Site Liaison Committee meeting will be provided to all unit members at the site, either by the Committee or the principal.

21.8.5 The principal shall respond in writing to questions or concerns submitted by the Site Liaison Committee within five (5) working days of receipt of questions or concerns.

21.9 Current unit members teaching in the Bilingual program shall be offered paid curriculum-writing assignments before non-unit members.

21.10 Textbook Selection Committees

21.10.1 Unit members shall be a majority of all Textbook Selection Committees.

21.10.2 Such committees shall be open to membership by all unit members in a grade level or department affected by the selection. Election of representatives to such committees shall be in accordance with elections in this agreement.

21.10.3 The District shall provide opportunities for training unit members to aid in implementation of new curriculum textbooks.

ARTICLE 22: SCHOOL CALENDAR

Beginning with the 2001-2004 academic school year, the teacher work year shall be as follows:

The following school calendar guidelines have been developed with the intention that the last teacher workday will be no later than the Friday of the third full week in June.

22.1 Calendar Guidelines:

The following guidelines will be utilized in developing all calendars for those employees paid on the Teachers' Salary Schedule (Schedule A) as long as the District has a 180-day student year and a 187-day staff year. (If either the student or staff year is extended, it remains our intention to keep these guidelines; however, they may be modified.)

22.1.1 August / September:

There will be at least one teacher workday and at least one staff development day before the start of school. The second staff development day, if not before the start of school, will be within the school year. The third staff development day will be within the school year. These days require staff attendance for those employees paid on the Teachers' Salary Schedule.

A.) In years when the first student day occurs before Labor Day, then the first staff development day will occur prior to the start of school; one teacher workday will be prior to the start of school; the second staff development day will be on Lincoln's Birthday in February; the third staff development day will be on the Friday preceding Spring Break. The second teacher workday will be after the last student day in June.

B.) In years when the first student day occurs after Labor Day, then the first and second staff development days will occur prior to the start of school; one teacher workday will be prior to the start of school; the third staff development day will be on Lincoln's holiday in February. The second teacher workday will be after the last student day in June.

22.1.2 September:

Labor Day shall be observed as a Federal holiday.

When Labor Day falls on September 1, 2, or 3, the first student day will be the Wednesday following Labor Day. When Labor Day falls on September 4, 5, 6, or 7, the first student day will be the Wednesday prior to Labor Day.

22.1.3 November:

Veterans Day shall be observed as a Federal holiday.

The Monday and Tuesday of Thanksgiving week will be regular non-student work days for the purpose of conferencing with parents. These conferences shall meet the requirements of Education Code 51101. The Thanksgiving recess will begin the Wednesday prior to Thanksgiving, and include the Friday following Thanksgiving.

22.1.4 December:

The winter break will be no more than 10 work days.

The winter break will begin at the close of school on the Friday before December 24, unless December 25 falls on a Sunday or Monday, then the winter break will begin at the close of school on the Wednesday prior to December 24. If this occurs, then the last week in December for students will be at least three days, and the first week returning in January will be at least two days.

22.1.5 January:

Martin Luther King's birthday shall be observed as a holiday on the third Monday in January.

22.1.6 February:
The District will continue to seek a waiver for Lincoln's holiday. Lincoln's holiday will be a non-student day to be used for a staff development day.

Presidents' Day shall be observed as a Federal holiday.

22.1.7 March / April:
Spring break will occur the week following Easter Sunday.

Good Friday will be a holiday or a staff development day, as needed to accommodate the calendar.

22.1.8 May:
Memorial Day shall be observed as a Federal holiday.

22.1.9 June:
There will be a teacher workday at end of the school year.
The last teacher workday will be no later than the Friday of the third full week in June.

22.2 Calendar

22.2.1 Three (3) mandatory staff development days occur within the work year for Schedule A unit members.

22.2.2 The first staff development day will be prior to the start of the student school year. The agenda and content of this day will be planned jointly by a team comprised of unit members and management at each site, in accordance with Articles 22.2.3 and 22.2.4, and will be posted at each work site by the first day in June of the prior school year.

22.2.3 To ensure compliance with Education Code 51210-51220 and the collective bargaining agreement, the first half of this day will include the following content:

- 1) review of school-wide goals;
- 2) review of student achievement data, identification of plans, and development of strategies to improve student achievement; and
- 3) review of the comprehensive school safety plan (with attention to Article 13) and the school's discipline plan, including classroom management.

Additional topics may include: changes in the curriculum, new textbooks, strategies to use with at-risk students, and other topics related to academic content in the core curriculum areas.

22.2.4 The remainder of the first day will consist of site-planned and District-wide staff development activities (in accordance with the Education Code.) In addition to site-planned staff development activities, the District and the Association will provide specific, high-quality activities for target groups (including, but not limited to, special education staff, teachers of combination classes, nurses, itinerant specialists, GATE teachers, ELD teachers, teachers new to subject areas and/or grade levels, new teachers, prep teachers.) Unit members may elect to attend any available staff development activity.

22.2.4.1 The actual content of all school site staff development offerings shall be determined by a majority of the bargaining unit members, in consultation with the principal, and in compliance with the Education Code [51210-51220], in accordance with Article 1.5.

- 22.2.5 The second and third staff development days will be placed in accordance with the calendar guidelines. Unit members may choose to attend site-planned or District-wide activities. Site members will determine the site-based staff development agenda and content of staff development activities. The District and the Association will collaboratively plan and present District-wide staff development activities. The agenda and content for this staff development day will be posted six weeks prior to the staff development day.
- *22.2.6 The District will provide unit members who miss staff development days opportunities to make them up. The District will publish a list describing acceptable alternative staff development activities, including pre-approved staff development activities provided by FUDTA. Unit members will contact the District to obtain prior approval before making up missed staff development day(s.) Failure to make up missed staff development days by the first work day in May will result in loss of pay at the District's reimbursed rate for each day/partial day missed.
- 22.2.7 Two workdays occur within the work year for Schedule A unit members.
 - 22.2.7.1 The first workday will be immediately prior to the beginning of the student school year. On this day, there will be a principal-led meeting, of no more than 60 minutes, to cover only those topics necessary for the opening of school; however, this meeting may be extended, by majority vote of the unit members, to 90 minutes. The remainder of the day will be available for all unit members to use in self-directed work-related activities at the site. There shall be no other District-wide or school-site activities on this workday.
 - 22.2.7.2 The second workday will be the day immediately following the final day of student instruction.
- 22.2.8 Substitute and Adult School unit members' workdays are covered in Articles 19 and 20 respectively.
- 22.3 There will be two (2) parent conference days in November added to the work year in addition to the 180 student instruction days.
- 22.4 Kindergarten teachers shall have the option of taking up to two (2) days for testing before the work year begins, in exchange for up to two full non-work days during the school year. The dates shall be arranged with the principal.
- 22.5 A two-hour orientation shall be held for home teachers at the beginning of each school year.
- 22.6 Librarians shall work a 189-day work year.
- 22.7 Shortened days shall be in accordance with the requirements of SB 813.
- 22.8 The school calendars for 2004-05, 2005-06, and 2006-07 shall be mutually agreed upon and attached to this Agreement as Appendices F, G, and H.
- 22.9 The number of staff development days shall be limited to that number for which the District receives funds to increase the salary schedule for each additional day worked. If funding for staff development days is reduced or discontinued, the teacher work year and the salary schedule shall be adjusted accordingly through negotiations between FUSD and the Association.

ARTICLE 23: FRINGE BENEFITS

PREAMBLE The Association and the District have negotiated and must mutually agree to any changes in the following fringe benefits program:

The District shall maintain the IRS 125 Plan effective on January 1, 1997, which at that time included the addition of the base amount of \$5,109 to the salary schedules A, A1 and A2. The \$5109 base amount shall continue to be increased at the same percentage rate as in the salary schedules. The Association shall determine the core program.

The District shall continue to offer at least three District medical plans in addition to the plans offered through PERS. These plans shall include HMO, PPO, and a Fee for Service/EPO.

The District shall compensate unit members for the cost of the agreed-upon Long Term Disability Plan for all eligible unit members, using the CTA trust fund. The 1997-98 FUSD COLA was reduced by .5% to continue the Long Term Disability Plan at the same level with no lapse in coverage.

The District implemented the Elder Bill (Medicare) effective November 1, 1990, with the District and the employees paying their respective shares (1.45%).

23.1 Open Enrollment (September 1 to October 15): The District shall continue to offer all plans listed. Each eligible unit member shall have the option to purchase, through the District, any combination of plans, subject to the requirements of the carrier. The District shall provide updated information and a workshop, on all plans to all qualified unit members, during the last two weeks of September. During negotiations, the District and the Association shall review the plans offered.

*23.1.1 PERS Health Plans. The District participates in the PERS health plans which provides a wide variety of individual plans for which PERS negotiates the rates and the terms of coverage.

*23.1.2 Fremont Health Plans. The District also offers health plans outside of PERS, for which the premium rates and the terms are different from the PERS plans of the same name.

23.1.3 Dental Plans. The District shall continue to offer at least two dental plans. The two plans are Delta Dental and Blue Cross/Blue Shield Dental Net or a mutually agreed to successor plan. Participation in one or the other is mandatory for full-time employees.

23.1.3.1 Unit members shall have Employee, Employee + 1, and Employee + 2 or more dental enrollment options from which to choose.

23.1.4 Voluntary Plans:

23.1.4.1 Individual Vision Care plan

23.1.4.2 Income protection plan

23.1.4.3 Term and Whole Life insurances

23.1.4.4 Tax sheltered 403b Plan

23.1.4.5 Voluntary prescription plan

23.1.5 Employee Assistance Program, if provided by the District (not available as of 7/1/98).

23.2 PERS Health Benefits: Health benefits shall be made available through the PERS health benefits subject to the following conditions:

- 23.2.1 The availability of individual term life insurance, for early retirees.
 - 23.2.2 The contribution, as set by Board resolution, shall be \$16 per unit member per month, payable on behalf of only those unit members choosing to participate in PERS medical benefits. For retirees, the District contribution shall be the lesser amount set by Government Code section 22857, subdivision (b), per retiree per month, which at no time shall exceed \$16.00 per month.
 - 23.2.3 The parties do not intend to provide retirees, present or future, with a vested right to PERS health benefits of any other benefit. PERS health benefits provided to unit members and retirees may be changed, modified, or discontinued by agreement of the parties, or by operation of law.
 - 23.2.4 Employees who intend to retire and want to be enrolled in a PERS health benefit plan upon retirement, must enroll in that plan during the open enrollment period prior to retirement.
- 23.3 The District shall permit all part-time unit members to choose whether to be covered by the STRS Cash Balance Plan, STRS or Social Security for retirement coverage. The unit member shall enter an agreement with the District instructing it to deduct his/her contribution from gross monthly salary and transmit it, along with the District's contribution, to the respective program. If the unit member chooses the STRS Cash Balance Plan, the District shall deduct 4% of the unit member's gross monthly pay and match the unit members contribution. If the unit member chooses the STRS plan, the District shall deduct 8.00% of the unit member's gross monthly pay and contribute 8.25% to the unit member's STRS retirement account. If the unit member chooses Social Security, the District shall deduct 7.65% of the unit member's gross monthly pay and match the unit member's contribution. 7.65% includes a 1.45% contribution to Medicare. The District and unit members involved agree to contribute the appropriate amounts as required by law during the term of the contract.
- *23.4 Adult School unit members who teach a minimum of fifteen (15) hours or more per week for at least two consecutive quarters shall receive an additional 5.8%, to be applied to medical or other fringe benefits as enumerated in Article 23.1 above. Such benefits shall commence with the second consecutive quarter of service of fifteen (15) hours or more per week, and shall terminate if the unit member's hours decline below fifteen (15) hours per week. A unit member's hours shall not be lowered solely for the purpose of denying benefits.
- 23.5 Adult School teachers, retirees not eligible for the benefits under the provisions of 23.7, substitutes, home teachers, and all hourly part-time employees shall have the opportunity to buy Fremont Health Plans as provided herein, or at the sole expense of the employee if permitted by the carrier. Upon request, current information on all plans and the procedures for buy-in shall be provided.
- 23.5.1 All employees who are employed for less than half-time shall be provided the opportunity to purchase benefits through Fremont Health Plans.
- 23.6 Part-time employees shall have the opportunity to buy into Fremont Health Plans, if permitted by the carriers. All unit members shall have the opportunity to buy into plans for which they are eligible, subject to the requirements of the carrier.
- 23.6.1 All employees who are employed for less than half-time shall be provided the opportunity to purchase benefits through Fremont Health plans.
- 23.7 Retirement:
- 23.7.1 Early retirement shall be available to unit members who receive Board approval, under the following conditions:

- 23.7.2 Criteria for early retirement shall be,
 - 23.7.2.1 The attainment of age fifty-five (55).
 - 23.7.2.2 The service of a minimum of (10) years in the District
 - 23.7.2.3 An employee at the time of retirement
 - 23.7.3 Benefits for early retirement shall be:
 - 23.7.3.1 The District shall pay the entire premium for the unit member's health plan coverage from among those plans included in the PERS plans or offered through Fremont Health Plans until age sixty-five (65). This amount may be applied, at the retiree's option, to medical benefits or the purchase of individual term life insurance.
 - 23.7.3.2 Early retirees who retired under Article 23.8 on or before June 30, 1989, shall also have the option of applying their benefit amount to medical benefits or the purchase of group term life insurance.
 - 23.7.3.2.1 Benefits for early retirees who retired under the SERP agreement offered during the 1997-98 school year qualified for the supplemental benefit option as agreed to in the May 1, 1998 Letter of Agreement.
 - 23.7.3.3 The retiree may reimburse the District for his/her spouse and dependents, provided it is agreeable to the insurance carrier, until the retiree reaches age sixty-five (65).
 - 23.7.3.4 The District shall pay the entire premium for the unit member's dental plan at the time of retirement until age sixty-five (65).
 - 23.7.3.5 At the age of sixty-five (65), the retiree may continue the selected health plan provided he/she reimburses the District for the full amount of the premium.
 - 23.7.4 Employees who intend to retire and want to be enrolled in a PERS health benefit plan upon retirement, must enroll in that plan during the open enrollment period prior to retirement.
- 23.8 Any health information received by the District in administering the fringe benefit plan options shall be kept confidential.
 - 23.9 If and when the Public Employees Retirement System (PERS) expands its Statewide definition of persons eligible for coverage under its health plans (e.g., Government Code Section 22754 (f)), the definition of persons eligible for benefits under this Article is expanded consistently. There shall be no additional cost to the District.
 - 23.10 In addition to negotiating with FUDTA as set forth in the Preamble, the District shall refer any changes proposed in the offerings outlined in this article, whether brought by the District, by the carrier, or as a result of legislative action, to FUDTA for purposes of bargaining the impact of the changes. Should the parties agree, the changes shall be referred to the Insurance Committee of which FUDTA shall be an active member.

ARTICLE 24: SALARIES

- *24.1 2004-2005: Effective July 1, 2004, increase all salary schedules and rates of pay by 1.0%. In addition, each unit member who participates in three (3) full staff development days, or the equivalent amount of make-up days, shall receive a one-time payment of \$500 to be paid no later than July 31, 2005. There shall be no pro rata application of the \$500 payment.
- *24.2 2005-2006: Effective July 1, 2005, increase all salary schedules and rates of pay by the same percentage as the 2005-2006 cost of living increase applied to the District's Base Revenue Limit/ADA as defined below.
- *24.3 2006-2007: Effective July 1, 2006, increase all salary schedules and rates of pay by the same percentage as the 2006-2007 cost of living increase applied to the District's Base Revenue Limit/ADA as defined below, plus an additional 0.5%.
- *24.4 Salary Formula Contingency Language

For 2005-06 and 2006-07, the following shall apply:

- *24.4.1 Effective July 1 of each year, increase each cell of all bargaining unit salary schedules and all other stipends and rates of pay contained in the collective bargaining agreement by a percent equal to the percent increase in the District's statutory Base Revenue Limit per Average Daily Attendance (BRL/ADA) for the current year as compared to the prior year. Such increase shall include only the dollar amounts added to the statutory BRL/ADA attributable to the cost of living adjustment applied to the District's BRL/ADA. Increases, if any, to the prior year deficit will be incorporated.

EXAMPLE:

Prior year statutory BRL/ADA = \$4,917
Current year cost of living increase = +\$196
Current year statutory BRL/ADA = \$5,113
Percent increase in BRL/ADA = 3.99%
($\$196/\$4,917 = 3.99\%$)

Therefore, effective July 1, all salary schedules and other rates of pay will be increased by 3.99%.

- *24.4.2 The current salary schedules and rates of pay shall not be reduced as a result of application of the above formula language with one exception. Should, in either 2005-06 or 2006-07, the State of California cause the District's contribution to the State Teachers Retirement System (STRS) increase above the current rate of 8.25% of STRS applicable certificated salary, the percent increase to the District's statutory BRL/ADA shall be reduced as follows.
 - *24.4.2.1 The total STRS applicable FUDTA bargaining unit certificated salary, as of the October 30 District payroll, shall be determined.
 - *24.4.2.2 The total certificated salary derived in 24.4.2.1 shall be multiplied by 8.25%.
 - *24.4.2.3 The total certificated salary derived in 24.4.2.1 shall be multiplied by the increased District required STRS contribution rate (for example 10.25%).

- *24.4.2.4 The dollar amount derived in 24.4.2.3 shall be subtracted from the dollar amount derived in 24.4.2.2.
- *24.4.2.5 The dollar amount derived from the subtraction in 24.4.2.4 shall be divided by the District's total K-12 ADA as calculated on October 30.
- *24.4.2.6 The dollar amount derived in 24.4.2.5 shall be subtracted from the dollar amount attributable to the cost of living adjustment applied to the District's current year statutory BRL/ADA.
- *24.4.2.7 The percent increase to the District's current year statutory BRL/ADA shall be recalculated using the dollar amount derived in 24.4.2.6.

EXAMPLE:

1. The 2005-06 total STRS applicable certificated salary as of the October 30, 2005 District payroll = \$105,000,000.
2. The total certificated salary derived in 24.4.2.1 multiplied by 8.25% = \$8,662,500.
3. The total certificated salary derived in 24.4.2.1 multiplied by the increased District required STRS contribution rate of 10.25% = \$10,762,500.
4. The dollar amount derived in 24.4.2.3 subtracted from the dollar amount derived in 24.4.2.2 = \$2,100,000.
5. The dollar amount derived from the subtraction in 24.4.2.4 divided by the District's total K-12 ADA as calculated on October 30, 2005 (i.e. 31,500 ADA) = \$66.67.
6. The dollar amount derived in 24.4.2.5 subtracted from the dollar amount attributable to the cost of living adjustment applied to the District's 2005-06 statutory BRL/ADA = \$196.00 - \$66.67 = \$129.33.
7. The percentage increase to the District's 2005-06 statutory BRL/ADA recalculated using the dollar amount derived in 24.4.2.6 = $\$129.33 / \$4,917 = 2.63\%$

Therefore, based on this example, salary schedules and rates of pay will be increased by 2.63%.

The above language and example may also be applied to 2006-07 with appropriate date and data changes.

- *24.4.3 Should any action by the State of California, either through state legislative action or through the initiative process, cause a mid-year reduction from the previously adopted state budget funding for K-12 and/or Adult Education, at the request of the District, the parties agree to reopen negotiations on the salary article for the current year and any remaining years of the Agreement.

24.5 The hourly rate shall be as indicated on Appendices A1, A2, A3, and A4.

24.6 The hourly rate shall be paid for any time beyond the Additional Required Time as set forth in Article 7.1 of this Agreement.

24.7 Athletic Director: The stipend for Athletic Director shall be listed on Appendix E.

24.8 Department Chairperson - current salary schedule placement increased to appropriate factor:

FACTOR

15 or fewer teaching periods	3%
16 to 29 teaching periods	4%
30 to 49 teaching periods	5%
50 plus teaching periods	6%

24.9 Substitute teachers shall receive the following rate of pay:

24.9.1 For fewer than ten (10) days in one classroom: (See Appendix D.) Whenever a day-to-day substitute has spent ten consecutive days in the same assignment, the rate of pay shall become the long-term rate, retroactive to the beginning of the assignment.

24.9.2 For ten (10) days or more in one classroom: (See Appendix D.) As long as there is satisfactory performance, the District shall not interrupt and/or terminate substitute employment in any specific assignment which moves toward long-term substitution or substitution which approaches a temporary contract.

24.9.3 For opening or closing a class, at the beginning or ending of either semester or any other time a class is opened or closed, the Substitute rate shall be for the first or last ten (10) days of the assignment, as specified in Appendix D.

24.10 Coaches shall receive salaries according to the Coaching and Activity Salary Schedule, Appendix E, increased yearly by the same percentage as the certificated salary schedule.

24.11 Each unit member who possesses a Master's Degree shall receive his/her placement on the salary schedule, increased by 3%.

24.12 Each unit member who possesses a Doctor's Degree shall receive his/her placement on the salary schedule plus the increase for the Master's Degree, increased by 3%.

24.13 Hourly Adult School unit members' rates of pay shall be as indicated on Appendix B.

24.14 Each month, the Board shall furnish the Association with placement of personnel on the salary schedule.

24.15 The District shall compensate unit members for activities requiring time beyond regular school hours according to the Coaching and Activity Schedule, Appendix E, increased yearly by the same percentage as the certificated salary schedule.

24.16 A teacher who possesses a bilingual credential from the state authorizing assignment to teach elementary bilingual classes shall receive a stipend as listed in Appendix A each year he/she is assigned to teach an elementary bilingual class.

24.17 Unit members who work during the summer school session will be paid at the hourly rate as defined in Appendix A.

24.18 Hospital teachers and Alternative School teachers shall be paid according to Appendix A on a contracted basis.

24.19 Psychologist shall be placed on a separate salary schedule (A1) which shall reflect the teachers' schedule increased on a pro rata basis reflecting their work day and work year.

24.20 Counselors shall be placed on a separate salary schedule (A2) which shall reflect the teachers' schedule increased on a pro rata basis reflecting their work day and work year.

ARTICLE 25: NEGOTIATIONS

- 25.1 Negotiations shall, so long as reimbursement continues, be conducted on release time for five (5) FUDTA members at the District's expense, unless mutually agreed otherwise. This shall not preclude FUDTA team of more than five (5) members, provided that any member(s) above five (5) is/are not to be released at District expense.

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION

- *26.1 This Agreement shall remain in full force and effect from date of ratification by the Board, as defined in Article 1.3, until June 30, 2007. No later than January 15, 2007, the Association and the District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first School Board meeting following submission of the proposals. Negotiations will continue over a period of thirty (30) days, after which the impasse procedures of PERB will be invoked at the request of either party.
- 26.2 Except as specified above, during the term of this Agreement Fremont Unified District Teachers Association and Fremont Unified School District herewith clearly and unequivocally waive the right to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge of contemplation of either or both the District or Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 26.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall have 3500 copies in small booklet form prepared and delivered to the Association for distribution to each unit member in the District.
- 26.4 The District shall at the time of hire give a copy of the Agreement to any new bargaining unit member(s) it hires during the term of the Agreement. The Association will have available for current unit members copies of the current Agreement. These copies are to be provided to the Association by the District.

ARTICLE 27: SAVINGS PROVISION

- 27.1 If any provisions of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby and the parties to this Agreement shall meet not later than ten (10) school days after such a decision to negotiate the provision(s) declared invalid.

ARTICLE 28: DISCIPLINARY ACTION

- 28.1 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.
- 28.2 Disciplinary Action Less Than Dismissal:
- 28.2.1 Unit members shall not be disciplined without just cause. Discipline shall be limited to oral warning, written warning, and suspension, including suspension without pay.
- 28.2.2 The following just cause guidelines shall be recognized:
- 28.2.2.1 The unit member shall be adequately informed or reasonably should have known that there would be disciplinary consequences resulting from his/her conduct before such consequences can be applied.
- 28.2.2.2 The District's rules, regulations and policies shall be readily available to unit members and shall relate to the effective operation of the District.
- 28.2.2.3 A fair and reasonable investigation shall include a review of pertinent information, an informal discussion with the unit member, and a written statement of the incident or misconduct which form a basis for the disciplinary action.
- 28.2.2.3.1 All persons involved in an incident shall be interviewed if they agree to be interviewed.
- 28.2.2.4 Rules, orders and penalties shall be applied fairly according to the circumstances of the case.
- 28.2.2.5 Disciplinary action shall reasonably relate to the nature of the offense.
- *28.3 Progressive discipline begins with an oral warning and after a second instance of a similar infraction, proceeds to a written reprimand. These procedures shall be utilized except for those types of misconduct which are of such nature that progressive discipline normally is not required.
- *28.3.1 Progressive Discipline shall be administered according to the following sequence:
- *28.3.1.1 The principal/supervisor shall conduct an informal discussion with the unit member to ascertain facts and to attempt to resolve the issue. The principal/supervisor shall inform the unit member that the progressive discipline procedure may be used as a result of this discussion, and that the unit member is entitled to representation. This event may not be considered in any future disciplinary action unless the unit member is properly notified of all of the consequences as set forth herein.
- *28.3.1.2 The principal/supervisor shall issue an oral reprimand prior to the issuance of any written reprimand, unless the conduct is of such an extreme nature that prior oral reprimand is not appropriate.
- Oral reprimand shall be given in private with the right to appropriate representation pursuant to Article 28.3.4 unless circumstances warrant immediate action (shop floor rule).
- *28.3.1.3 Written reprimands shall be submitted to the unit member and the unit member shall have an opportunity to respond prior to the placing of such documents in the Personnel File. Upon written request, the unit member may have the written reprimand reviewed by an Assistant Superintendent prior to its placement in the file.

- *28.3.2 The District shall not impose the next higher level of discipline unless the prior incident occurred within the previous eighteen (18) months.
 - *28.3.2.1 Those types of misconduct which are of such nature that progressive discipline normally is not required shall be as established in Education Code 44932 and all other applicable government codes. These acts would require at least a written warning and, at a maximum, a recommendation for dismissal.
- *28.3.3 The elements of progressive discipline shall be administered in a timely manner. All meetings upon which reprimands, oral, or written are to be considered shall be scheduled within ten (10) working days of District's knowledge of any occurrence giving rise to reprimand. Failure of the District to issue such reprimand within five (5) working days after the meeting shall prohibit issuing of the reprimand.
- *28.3.4 A unit member is entitled, upon request, to representation prior to questioning by District management personnel in an instance in which the answers elicited reasonably could be expected to lead to disciplinary action against her/him.
- *28.3.5 Any unit member who is required to attend any meeting dealing with written or oral administrative reprimands or possible disciplinary action such as suspension, demotion, dismissal, or non-renewal shall be afforded the opportunity to select a representative and shall be notified, at least three (3) school days before such meeting takes place, of the topics and subject matter of such meeting in order that he/she may adequately prepare his/her position on such topics and/or subject matter.

The unit member has the right to waive the hearing.

In the event that the Superintendent or his/her designee believes that the unit member's presence on campus presents an immediate danger to the unit member or others, the meeting shall be scheduled at an off-campus location.

- *28.4 Prior to administering formal discipline, the District shall provide notice to the unit member and an opportunity to be heard. Such written notice shall include a statement of the incidents or misconduct which form the basis for disciplinary action and a statement of the discipline to be imposed. Such notice shall be given with five (5) school days of the decision to administer formal discipline. Upon receipt of such notice, the unit member shall be given ten (10) school days within which to reply, in writing. The proposed formal discipline shall not be imposed until after the unit member's written reply has been, or should have been, received and given consideration by the administration or until appeal processes are complete.
- *28.5 Any initial suspension of a unit member pending disciplinary proceedings shall be with pay. A unit member being suspended with pay shall be given an opportunity for a conference with the administrator intending to impose the suspension and the Superintendent or his/her designee. Every effort shall be made to hold the conference the same day the incident occurs or is reported. In extraordinary circumstances, if it is necessary for the District to suspend prior to the exhaustion of the grievance procedure, it shall be with pay. Suspension shall not be delayed if the unit member requests a postponement to seek representation. Extraordinary circumstances shall be limited to those situations in which the principal or his/her designee reasonably believes that the unit member's continued presence at the school site would pose a danger to the students, staff, or to the unit member. An expedited arbitration hearing shall follow upon request of the unit member dealing with the issue of suspension with pay. This procedure shall not be applicable to the right of the District to suspend employees pursuant to Education Code Sections 44939, 44940, or 44942.
- *28.6 A unit member may be represented, upon request, at any disciplinary meeting or hearing.
- *28.7 Prior to suspending a unit member with or without pay, a hearing shall, upon request, take place at the Assistant Superintendent level.

- *28.8 Disciplinary actions shall be administered in a fair manner.
- *28.9 In all cases where discipline is reduced to writing, the unit member shall be permitted a reasonable amount of time to consult with his/her representative to receive assistance and advice in preparing a rebuttal or reply.
- *28.10 Grievances filed alleging violation of the above provision regarding discipline less than dismissal may be filed at Level Two of the grievance procedure.
- *28.11 The Association shall have the right to expedited arbitration for any grievance involving discipline.

ARTICLE 29: PERSONNEL FILES

- 29.1 A unit member shall be provided any negative or derogatory material before it is placed in his/her Personnel File. He/she shall receive the material within five (5) school days of the date it is written. The unit member shall be allowed to initial and date the material and to prepare a written response to such material. The response must be returned to the principal/supervisor within five (5) school days. The District shall attach the written response to the material. No negative materials shall be considered or placed in the Personnel File if it is submitted to the unit member more than fifteen (15) school days after the action to which the complaint refers is known to the principal/supervisor.
- 29.1.1 All negative materials destined for the Personnel File of any unit member shall contain only the following statement, at the bottom of each page of the materials:
- "FREMONT UNIFIED SCHOOL DISTRICT"
This document shall be entered and filed in your Personnel File in five (5) days. You have the right to comment upon this document and the allegations contained herein in writing, and you may have your written comments attached to this document in your Personnel File."
- 29.1.2 Personnel Files shall be kept in accordance with the law.
- 29.2 Material to be placed in a unit member's Personnel File shall be signed and dated by the originator. In no case shall unsubstantiated derogatory material be included in the file.
- 29.2.1 Upon written request of a unit member, the Human Resources and Instructional divisions of the District shall formally substantiate derogatory material before such material is considered for placement in said unit member's Personnel File.
- 29.3 The District shall place no derogatory material in a unit member's file unless the unit member has first been given a copy of the material and has been given the opportunity for a conference with the principal or other administrator who originated the material.
- 29.4 Grievances regarding the placing of material in Personnel Files shall be limited to determining whether the procedures, including progressive discipline, have been followed and whether factual support for the written allegations has been established. The burden of proving factual support shall be on the Administration. This provision shall in no way limit the right of the grievant to grieve any alleged violation of other provisions of this agreement in connection with the placing of material in the grievant's file. Upon the initiation of actual disciplinary procedures, such as suspension without pay, all materials in the unit member's file to be used in support of such discipline shall be subject to a determination of just cause if the matter is submitted by the Association to an arbitrator.
- 29.5 Each unit member shall have the right to review the contents of his/her Personnel File maintained at the District Office and site level file maintained at the unit member's school in the presence of the custodian of such files. Personnel files shall contain a written record of name, date, and purpose for all persons who have had access to the file other than those handling the files as routine business. This record shall be available to the unit member.
- 29.5.1 The District shall not allow access to any unit member's Personnel File by any other unit member or other Districts without the express written permission of the unit member whose file is being reviewed.

- 29.6 The District shall not use any material, held in any file other than the Personnel File, in the evaluation of a unit member, in a disciplinary proceeding involving the unit member, or in any manner which has adverse, or potentially adverse, consequences for the unit member. A site level file may be maintained only for temporary deposit of documentation of oral warning and materials used in the preparation of the current evaluation.
- 29.6.1 Evaluation materials shall be removed from the file and forwarded to the employee's personnel file at the end of each school year.
- 29.6.2 Documentation of oral warnings shall be removed from the file and returned to the employee eighteen (18) months from the date of the documentation.
- 29.7 After four years, upon the unit member's written request, derogatory materials in a unit member's Personnel file shall be removed from the file and placed in a separate sealed file. Such material shall not be removed from the separate file except by court order or with the unit member's consent.

ARTICLE 30: COMPLAINTS

30.1 Public Complaints

- 30.1.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, placement of material in the unit member's file, or other adverse action shall be predicated upon complaints, information, or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agency, and/or the public unless the following procedures have been followed:
- 30.1.1.1 Any public complaint as defined in 30.1.1 about a unit member shall be reported to the unit member by the administrator receiving the complaint within three (3) days of receipt. The name of the complainant shall be given to the unit member. No action may be taken by the District on an anonymous complaint unless investigation and/or action is required by law.
- 30.1.1.2 The unit member shall have the right to attempt resolution of the complaint without involvement of the administration. Should the involved unit member believe the allegations in the public complaint warrant a meeting because of lack of such resolution, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant to be facilitated by the immediate supervisor, at which a FUDTA representative may be present. The unit member shall be given time during the duty day without salary reduction to prepare for such meeting whether such meeting was called for by the complainant or the unit member. If the complainant refuses to attend the meeting, the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 30.1.1.2.1 A written summary of the meeting (30.1.1.3) will be developed by those present which shall include the resolution, roles, and responsibilities of those implementing the resolution, and a timeline for implementation.
- 30.1.1.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, complainant may reduce the complaint to writing within 5 days and submit the original to the unit member with a copy to the unit member's immediate supervisor. If no written complaint is received within five days, the matter shall be dropped. The unit member shall be given time during the duty day, without salary deduction, to review the complaint and prepare responsive comments. A meeting shall be held within five days between the unit member and the immediate supervisor at which a FUDTA representative may be present to attempt a mutually agreeable resolution.
- 30.1.1.3.1 A written summary of the meeting (30.1.1.3) will be developed by those present which shall include the resolution, roles, and responsibilities of those implementing the resolution, and a timeline for implementation.
- 30.1.2 Complaints shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member, unless specifically directed in the resolution to the complaint. In the event that the District takes unjustified adverse action as the result of a complaint, the unit member may challenge that action through the grievance procedure.

- 30.2 Any unit member who is required to attend any meeting dealing with written administrative reprimands or possible disciplinary action such as suspension, demotion, dismissal, or non-renewal shall be afforded the opportunity to have a representative selected consistent with the right to representation accorded by Article 6 (Grievance Procedure) and Article 28 (Disciplinary Action) and shall be notified at least three (3) school days before such meeting takes place of the topics and subject matter of such meeting in order that he/she may adequately prepare his/her position on such topics and/or subject matter.
- 30.2.1 In the event that the Superintendent or his/her designee believes that the unit member's presence on campus presents an immediate danger to the unit member or others, the meeting shall be scheduled at an off-campus location.
- 30.2.2 The unit member has the right to waive the hearing.
- 30.3 The Board shall take no action on a complaint or use it as a basis for any action against a unit member, which has not been brought to the attention of the unit member, and if the unit member has not been afforded the opportunity to present his/her version of the facts underlying the complaint.
- 30.4 No complaint or complaint materials shall be distributed to other unit members other than those unit members specifically identified in the complaint, except as necessary in the grievance procedure, governed by Article 6. Unit members shall have the right to FUDTA representation at all levels of the parent complaint process when an administrator is also present. The District shall notify FUDTA at least 5 days in advance of any District-level Parent Complaint Hearing involving a FUDTA unit member.
- 30.5 When a disagreement occurs between unit members, they shall not be handled as complaints. Unit members shall have the option of trying to informally resolve the disagreement themselves, through the principal or through the Association. If one or more of the unit members involved in the disagreement brings the disagreement to the attention of the principal, the principal will offer the unit members the option of trying to informally resolve the disagreement themselves, through the principal or through the Association within five (5) working days. If the unit members are unable to agree on what option to use, both the principal and the Association shall meet with the unit members and attempt to informally resolve the disagreement. Current methods of dispute/conflict resolution as referenced in 30.6 shall be utilized in such disagreements.
- 30.6 Effective with the 1999-2000 academic school year, the Association and the District agree jointly to sponsor a program of inservice training designated to improve proficiencies in the resolution of disputes including disputes between/among unit members. In furtherance of this process, the parties agree to select representatives of their interests who are from time-to-time charged with the resolution of such disputes and to make them available for active participation in workshops and other programs designed for dispute resolution.

***ARTICLE 31: PEER ASSISTANCE AND REVIEW/BEGINNING TEACHER SUPPORT AND ASSESSMENT/INTERN MENTOR TEACHERS**

To encourage and improve excellence in education, the District and the Association agree to implement Peer Assistance and Review (PAR) and Beginning Teacher Support and Assessment (BTSA) and to incorporate into this Agreement all provisions of the state regulations pertaining to these programs within the scope of collective bargaining.

Peer Assistance and Review Program

The Fremont Unified District Teachers Association and the Fremont Unified School District strive to provide the highest quality education to the students of Fremont. The Association and the District believe that all teachers are focusing on continuous improvement in professional practice, and that they can benefit from the assistance of colleagues. Therefore, the Association and the District hereby establish a teacher Peer Assistance and Review Program (PAR), making available the skills of exemplary teachers to help the District to establish and fund a Peer Assistance and Review Program. Fremont's Program operates under the legal requirements of AB 1X.

Peer assistance and review will be provided to teachers who volunteer for assistance or who are referred to the program. PAR shall use as its professional model the California Standards for the Teaching Profession (CSTP) when providing assistance to Participating Teachers.

Peer assistance will also be available to non-permanent teachers through the Beginning Teachers Support and Assistance Program (BTSA), augmented as necessary with funds from PAR. PAR is not intended to replace or supplant the evaluation process as established in Article 10 of the FUDTA - FUSD Collective Bargaining Agreement.

31.1 Definitions

- 31.1.1 Consulting Teacher: (CT). A consulting teacher is a permanent, exemplary teacher selected by the Joint Panel who provides assistance to teachers participating in the PAR program. A Consulting Teacher will **not** participate in the evaluation process.
- 31.1.2 Evaluator: An evaluator is an administrator appointed by the District to evaluate a certificated teacher.
- 31.1.3 Joint Panel: (JP) The governing body for the PAR program that determines program guidelines and administers the PAR program consistent with the terms of the collective bargaining agreement.
- 31.1.4 Participating Teacher: (PT). The three types of participating teachers are referred, voluntary and beginning.
 - 31.1.4.1 Referred Teacher (RT) - the permanent teacher who is referred to the program because of an unsatisfactory evaluation.
 - 31.1.4.2 Voluntary Teacher (VT) - the permanent teacher who wishes to participate in the program.
 - 31.1.4.3 Beginning Teacher (BT) - a non-permanent teacher with less than two full years of credentialed teaching experience within the past five years who participates in the program.
- 31.1.5 PAR Budget: The budget shall consist of the funds allocated by the state for this program. The budget shall not exceed this allocation. When FUSD's existing Mentor Program sunsets in June 2001, all funding from the existing Mentor Program shall be converted to the PAR Program. A maximum of 5% of these funds shall be allocated for administrative costs (clerical, equipment) specific to the PAR program.
- 31.1.6. PAR Participation Date: The effective date for beginning in PAR is the date the Joint Panel assigns the Consulting Teacher to the Participating Teacher. Teachers are limited to eighteen (18) months of participation in the Program as required by the legislation.
- 31.1.7 Sunset Provision: This program shall cease to exist if and when the state ceases the categorical funding of PAR or if the legislation is rescinded as mandated in the legislation.

31.1.8 Unsatisfactory Evaluation: An unsatisfactory evaluation is given when the administrator notifies the teacher on the FUSD Evaluation Form that the teacher's performance is unsatisfactory and will result in a referral to PAR.

31.2 Joint Panel

31.2.1 Confidentiality: All PAR, which are created or reviewed by the Joint Panel, shall be strictly confidential unless otherwise required by law. Therefore, Joint Panel members shall not disclose any confidential information.

31.2.2 Indemnity: The District shall defend and indemnify members of the Joint Panel against claims arising out of their good faith performance of duties.

31.2.3 Liability: Joint Panel members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6, commencing with section 810 of Title I of the Government Code.

31.2.4 Non-management/supervisory status: Functions performed by the teacher members of the Joint Panel pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Educational Employees Relations Act.

31.2.5 Composition and Selection: The Joint Panel shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be selected by the Association. Two (2) members shall be administrators selected by the District. A Consulting Teacher shall not be a member of the Joint Panel.

The Association and the District shall independently determine the method for selection and the qualifications of its respective appointees.

31.2.6 Term of Assignment: A term shall be defined as three (3) years. Each panel member may serve a maximum of two (2) consecutive terms, followed by a break of at least one term. For the first term only, two (2) Association appointees and two (2) District appointees shall serve three (3) year terms and the remainder shall serve two (2) year terms.

It is the intent of the parties that all initial appointments to the Joint Panel be made by June 30, 2000 for the 1999-2000 planning year. The Joint Panel shall establish its operational procedures including the method for selection of a chairperson.

31.2.7 Meetings: The Joint Panel shall establish its own meeting schedule. To meet and take action, a minimum of three (2) FUDTA representatives and two (1) FUSD representatives must be present. The Panel shall meet at specific times and places as they shall determine.

31.2.8 Compensation: Appointees to the Joint Panel shall receive a stipend of \$4000 for the 1999-2000 planning year to be earned during June, July and August, 2000, and, in addition, an annual stipend of \$4000 for the 2000-2001 school year for implementing the duties and responsibilities of the Joint Panel. Release time shall be provided for Panel members to conduct observations and to attend trainings/workshops, or other appropriate activities. This compensation reflects the additional time, training, and duties necessary to start the program. Compensation for future years will be negotiated between FUDTA and FUSD following a review of the program.

31.2.8.1 The stipend for the 2001-2002 year will be \$4500. This stipend shall be subject to annual review with consideration given to the number of consulting teachers selected, the number of participating teachers, and other components of the scope of the program. In order that the bargaining teams have a clear understanding of the scope of the program, the Joint Panel shall submit quarterly reports to FUDTA and FUSD that chart the number of referred, volunteer, new, and BTSA teachers being served and any other information, details, or activities the Joint Panel chooses to include. This information will be sent to the FUDTA President and the FUSD Superintendent.

- 31.2.9 Decision Making: Whenever possible, the Panel will operate by consensus. Actions of the Panel requiring a vote shall be determined by a majority vote of those members present.
- 31.2.10 Responsibilities The Joint Panel shall, in accordance with the negotiated agreement, be responsible for the following:
1. Administer and implement the PAR Program.
 2. Provide annual training for the Joint Panel members.
 3. Adopt Rules and Procedures for the PAR program.
 4. Establish internal operating procedures for the Joint Panel.
 5. Administer the budgetary dollars available to the program.
 6. Distribute annually copies of the adopted Rules and Procedures to all bargaining unit members and administrators.
 7. Develop firm timelines consistent with the FUDTA – FUSD Collective Bargaining Agreement.
 8. Develop procedures for dealing with potential personal and professional conflicts of interest.
 9. Establish a procedure for the selection of Consulting Teachers.
 10. Select trainers and/or training providers with the exception of the initial training/orientation.
 11. Select the panel of Consulting Teachers.
 12. Arrange training for Consulting Teachers prior to the Consulting Teacher's participation in the Program.
 13. Assign a Consulting Teacher to the Participating Teacher.
In those cases where there is more than one appropriate Consulting Teacher available, the Panel shall provide a list of appropriate available Consulting Teachers from which the Participating Teacher may choose. In the event the Participating Teacher does not make a selection from the list, the Joint Panel shall assign the Consulting Teacher to the Participating.
 14. Notify the Participating Teacher, the Consulting Teacher and the site principal of their participation in the Par Program by written notification.
 15. Call upon additional resources when appropriate.
 16. Provide a checklist of suggested steps and activities to the Consulting Teachers.
 17. Review documentation submitted by the Consulting Teachers.
 18. Recommend to the Governing Board regarding Referred Participating Teachers progress in the PAR Program.
 19. Submit Final Report of Referred Teachers' participation in the PAR Program to the Board of Education and make the Report available for placement in the Personnel File of the teacher receiving assistance. The Joint Panel shall recommend if and when the Report shall be placed in the Personnel File.
 20. Evaluate annually the impact of the Program and make recommendations to the District and FUDTA on ways to improve the Program.
- 31.2.11 Priorities: In implementing the PAR Program, the Joint Panel shall first fully provide services and funding to each of the categories listed below in the order listed prior to addressing each subsequent category:
1. Permanent Referred Teachers.
 2. Permanent Volunteer Teachers.
 3. New Teachers, both temporary/probationary and interns.
 4. BTSA Teachers.
 5. Professional Development programs for any teacher.

31.2.12 Joint Panel Training: The Joint Panel will receive training provided representatives of the joint Bargaining Teams regarding the negotiated elements of the Program prior to initiating the work of the Panel. A stipend, not to exceed \$1000 per person, shall be paid to the trainers to develop and deliver this training to the Joint Panel.

31.3 Consulting Teachers

31.3.1 Duties: Consulting Teachers (CT) shall both participate in the training of and provide assistance to Referred Teachers, Volunteer Teachers and Beginning Teachers pursuant to the Program. The Consulting Teacher may:

1. Observe, assist and confer with teachers assigned as part of her/his caseload.
2. Prepare documentation (logs and reports) to be presented to the Joint Panel.
3. Maintain a written log of contacts and specific support given to each Participating Teacher.
4. Document all observations, visitations, and meetings.
5. Meet with the Referred Participating Teacher to discuss the PAR program, to establish mutually agreed upon performance goals, to develop the assistance plan, and to develop a process of determining successful completion of the PAR program.
6. Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific, immediate feedback after each visit.
7. Monitor the progress of the Referred Participating Teachers.
8. Submit periodic written reports and discuss them with the Referred Participating Teacher
9. Continue to provide assistance to the Referred Participating Teacher until the Joint Panel terminates the assistance.
10. Submit a final report of the Participating Teachers to the Joint Committee.

31.3.2 Responsibilities of Consulting Teachers: Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, referring, conferring and/or other activities, which, in their professional judgment, will assist the Participating Teacher. Such assistance shall include but not be limited to:

1. Providing and/or arranging for classroom materials and/or equipment
2. Demonstrating and/or modeling teaching strategies
3. Suggesting teaching and classroom management techniques
4. Assisting in lesson planning
5. Arranging for workshops or training in strategies, management, or any areas of need
6. Reviewing recordkeeping procedures and suggesting alternative procedures
7. Assisting with aligning curriculum to meet student needs
8. Designing and implementing effective assessment strategies.
9. Identifying and suggesting effective strategies for communicating effectively with colleagues, parents, and others.

31.3.3 Qualifications: A Consulting Teacher should be considered by colleagues to be a highly skilled practitioner. A Consulting Teacher shall not be a member of the Joint Panel. A Consulting Teacher shall possess the following qualifications:

1. Permanent status
2. Minimum seven (7) consecutive years employed in the District
3. Credentialed classroom teacher
4. Exemplary teaching abilities in accordance with the California Standards for the Teaching Profession
5. Extensive subject area knowledge
6. Effective communication skills with peers, both oral and written
7. Mastery of a range of teaching strategies to meet the needs of pupils
8. Ability to work effectively with other teachers.

- 31.3.4 Selection Process: Notice of positions for Consulting Teachers shall be posted at each worksite, at the FUDTA Office, in Human Resources Department, and on the District Web Page for a period of ten (10) workdays. Applications shall be returned to the Human Resources Department for distribution to the Joint Panel. Advertisements for Consulting Teacher Positions may be reposted at any time at the request of the Joint Panel. All applications for Consulting Positions shall include the following:
1. Classroom observations by the Joint Panel
 2. Recommendations from (1) the applicant's Principal or immediate Supervisor; (2) a FUDTA Representative of the applicant's choosing, and (3) two (2) teachers at the applicant's worksite(s)
 3. Personal interview with the Joint Panel.
- In selecting Consulting Teachers, the Joint Panel may call on additional resources as appropriate. The Joint Panel shall determine any additional procedures, as it deems appropriate, regarding the application process.
- 31.3.5 Term of Assignment: A Consulting Teacher shall be appointed for, and agree to accept, a three (3) years term, subject to annual review. At the discretion of the Joint Panel, a Consulting Teacher may be removed at any time. A Consulting Teacher shall be placed in a classroom assignment for a minimum of one year before reapplying to be a consulting teacher. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full-time or part-time basis depending on need and funding for the Program.
- 31.3.6 Compensation: A full-time Consulting Teacher shall receive her/his regular salary and benefits, in addition to a stipend determined by the Joint Panel. A Consulting Teacher shall continue to accrue seniority as a regular certificated employee for the time served as a Consulting Teacher in the same manner and for the same purposes as if s/he had a regular assignment.
- 31.3.7 Return to Regular Assignment: While on assignment as a full-time Consulting Teacher, the Consulting Teacher will be considered on leave to a categorical program from her/his regular assignment. Thus, her/his regular assignment may be temporarily filled. Upon completion of her/his service as a full-time released Consulting Teacher, the Consulting Teacher shall be returned to a regular assignment in accordance with Article 8.1.4 of the FUDTA/FUSD Agreement.
- 31.3.8 Caseload: The Joint Panel shall determine the caseload for a Consulting Teacher.
- 31.3.9 Confidentiality: All PAR materials which are created or reviewed by the Joint Panel shall be strictly confidential unless otherwise required by law. Therefore, Joint Panel members shall not disclose such information.
- 31.3.10 Indemnification: The District shall defend and indemnify Consulting Teachers members against claims arising out of their good faith performance of duties under this Article. Consulting Teachers members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.
- 31.3.11 Non-management/supervisory status: PAR functions performed by the Consulting Teachers pursuant to the Program, shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Educational Employees Relations Act.
- 31.3.12 Working Conditions: The Joint Panel shall establish minimum standards to ensure appropriate Consulting Teacher workspace, confidential conference space, equipment, materials, supplies, and communication/data connections necessary to accomplish the teacher support activities. The Joint Panel shall establish a budget to provide the necessary equipment, supplies, and materials for this purpose.

31.4 Peer Assistance and Review Process for Participating Teachers.

- 31.4.1 Referred Teachers: Permanent unit members who have received an unsatisfactory evaluation shall be referred to the Joint Committee and are required to participate in the PAR Program.
- 31.4.1.1 Referral: The administrator who authored the unsatisfactory evaluation shall refer the Referred Teacher to the Joint Panel. The administrator shall provide the Joint Panel with a copy of the unsatisfactory evaluation, together with appropriate supporting documentation. A copy of the referral packet shall be sent to the Referred Teacher. The Joint Panel shall review the referral packet including the unsatisfactory evaluation and supporting documentation. They may also interview the referring administrator and the teacher being referred. Based on the needs of the teacher, the Joint Panel shall determine the nature of assistance that the Consulting Teacher shall provide.
- 31.4.1.2 A teacher who has been referred to PAR shall have the right to address the Joint Panel to provide input into the nature of assistance provided (type, frequency, timing). The teacher may choose to bring a representative of her/his choice.
- Notwithstanding this provision, the Joint Panel shall proceed to assign a Consulting Teacher to the Referred Teacher and determine the nature of the assistance the Consulting Teacher will provide.
- 31.4.1.3 The Principal of the Referred Participating Teacher shall:
- a. Refer teachers who receive "Unsatisfactory Evaluations" to the Joint Panel.
 - b. Cooperate with the Joint Panel to support the minimum standards as defined in Article 31.3.11.
 - c. Continue to evaluate and provide assistance to all teachers according to the Article 10 – Evaluations.
 - d. Meet with the Joint Panel upon request.
- 31.4.1.4 Preparation of Assistance Plan: The Consulting Teacher shall review the referring packet for the Referred Teacher. The Consulting Teacher and Referred Teacher shall together prepare a written Assistance Plan aimed at achieving a satisfactory evaluation. The Plan will include performance goals aligned with the District's performance criteria and a projected date for completion which will ordinarily be prior to March 1. The Consulting Teacher shall continue to work with the Referred Participating Teacher until the Joint Panel terminates the assistance. The Plan will be submitted to the Joint Panel for final development and approval.
- 31.4.1.5 Classroom Observations: The Assistance Plan will include multiple observations of the Referred Participating Teacher by the Consulting Teacher. These observations shall be exclusive of the evaluation process.
- 31.4.1.6 Progress Reports: The Consulting Teacher will prepare and, upon request of the Joint Panel, discuss periodic (at least every three months) reports of the Referred Teacher's participation in the Program. The Consulting Teacher's report shall include a recommendation as to whether the Assistance Plan can be discontinued, needs revision, or needs to be extended beyond its original projected term.

31.4.1.7 Final Report: The Final Report shall contain the final evaluation of the Teacher's participation in the Program only. The evaluation is a list of the activities in which the Referred Teacher participated along with the recommendation of the Consulting Teacher regarding the Referred Teacher's continued participation in the PAR Program. A copy of the final report will be provided and shall be submitted to the Referred Participating Teacher in order to receive her/his input and signature before it is submitted to the Joint Panel. The Referred Teacher's signature does not necessarily mean agreement but rather that she/he has received a copy of the report. The Referred Teacher shall have the right to respond in writing within ten (10) teacher workdays and to have such a response attached to the Final Report. No later than ten days prior to the end of the school year, the Final Report will be submitted to the Joint Panel.

31.4.2 Voluntary Teacher: A Voluntary Teacher is any permanent classroom teacher who wishes to enrich her/his teaching skills by consulting with a peer may volunteer to participate in the PAR Program. Those who wish to volunteer to participate in PAR will be selected by criteria which include but are not limited to date of application, change of current assignment, availability of Consulting Teachers and other criteria as established by the Joint Panel. A Volunteer may withdraw from the Program at any time.

Volunteers may apply by submitting an application form provided by the Joint Panel.

31.4.2.1 The Consulting Teacher shall not communicate any evaluative comments about the Voluntary Teacher to anyone at any time.

31.4.2.2 The Consulting Teacher shall maintain a log of assistance that shall not include any evaluative comments. A copy of the log shall be provided to the Joint Panel and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.

31.4.2.3 All communications between the Voluntary Participating Teacher and Consulting Teacher shall be confidential and shall not be shared without the written consent of the Voluntary Participating Teacher and the Consulting Teacher.

31.4.2.4 The Consulting Teacher may provide the following kinds of assistance to the Voluntary Participating Teacher:

- a. Observe, assist and confer with teachers assigned as part of her/his caseload
- b. Prepare and maintain a written log of contacts and specific support given to each Voluntary Participating Teacher
- c. Meet with the Voluntary Participating Teacher to discuss the PAR program and the Voluntary Participating Teacher's goals
- d. Conduct observations of the Voluntary Participating Teacher during classroom instruction, and provide specific, immediate feedback after each visit
- e. Provide assistance to the Voluntary Participating Teacher in accordance with Article 31.3.2.

31.4.3 Beginning Teacher: A Beginning Teacher is defined as a non-permanent teacher with less than two full years of credential teaching experience within the past five years who participates in the program. Beginning Teachers will be served in exactly the same manner as Voluntary Participating Teachers (see Article 31.4.2). Beginning Teachers shall have the option to participate in either BTSA or PAR on a voluntary basis. If the legislature mandates BTSA, beginning teachers must first participate in BTSA with additional support provided through PAR.

31.5 Budget

- 31.5.1 Joint Panel Compensation: The members of the Joint Panel will receive a stipend of \$4000 in accordance with Article 31.2.7. Such payment for the June through August, 2000 year only shall be paid on the September warrant. Beginning the 2000-2001 school year, the Joint Panel stipend shall be paid yearly in two installments, \$2000 on the January pay warrant, and \$2000 on the June pay warrant.
- 31.5.2 Consulting Teacher: Consulting Teachers will be paid on the basis of a log submitted to the Joint Panel. Payment will be on the hourly rate as established in Appendix A of the FUDTA-FUSD Collective Bargaining Agreement. Payment of the January warrant will reflect the hours logged through December 31, 2000. Payment of the July warrant will reflect the hours logged from January 1, 2001 through June 30, 2001.
- *31.5.3 The District shall not encroach upon general fund revenues to support the PAR and BTSA programs. If State funding is eliminated or reduced, these program shall be eliminated or proportionately reduced.

31.6 PAR Forms

- 31.6.1 All forms relative to the Fremont Peer Assistance and Review Program shall be as attached to this Article and shall be prepared by the Human Resources Department.

**Beginning Teacher Support and Assessment,
Mentor Teacher Program or other similarly designed programs**

- 31.7 The 1998-99 Fremont Unified School District Beginning Teacher Support and Assessment Program (BTSA) consists of four separate levels of involvement by teachers in the District: A BTSA Coordinator, who serves as the District-wide coordinator of the entire BTSA program; BTSA Mentors, who serve at individual school sites providing direction, support, and assistance to the BTSA Providers and the BTSA New Teachers; BTSA Support Providers, who provide direction, support and assistance to the BTSA New Teachers; and the BTSA New Teachers, who are first year teachers in the profession and second year teachers in the BTSA program.
- 31.8 The organization supporting the BTSA program will provide a variety of resources, professional development, and support for new teachers, Support Providers, BTSA Mentors, and the BTSA Coordinator who are directly involved with the BTSA program.
- 31.9 A joint FUDTA-FUSD committee composed of a majority of unit members appointed by FUDTA, shall meet and prepare job descriptions, mutually agreeable to both the District and FUDTA, for the following positions no later than October 30, 1998: A BTSA Coordinator, BTSA Mentors, and BTSA Support Providers.
- 31.10 Vacancies for BTSA positions that occur during the course of a school year shall be posted in accordance with Article 9 of the Agreement. Unit members shall not be disciplined or negatively evaluated for declining a Mentor or Support Provider position. Mentor selection committees as established under Article 31 will be used to select the BTSA mentors. Principals shall select BTSA Support Providers using the criteria as established in Article 31.9 above.
- Beginning with the selection of a subsequent BTSA Coordinator, the District shall select a BTSA Coordinator in accordance with Article 9.
- 31.11 Each year, the District and Association will determine the number of BTSA Mentors needed based on the BTSA units received by the District and the number of locations designated as BTSA sites. The District and FUDTA will annually review the program, including compensation, through the grant authorized program.
- 31.12 All assessments and feedback to the BTSA New Teacher by or in collaboration with the teacher's BTSA Coordinator, and/or BTSA Mentor, and/or BTSA Support Provider shall be confidential among the BTSA participants and shall not be shared with the administration or included in the evaluation process as described in Article 10 of the Agreement except as identified independently by the administration through the contractual evaluation process.

31.13 Compensation and resources shall be reduced in a pro rata fashion for the service of less than an academic year.

BTSA Coordinator shall be provided full release time to fulfill responsibilities and be compensated in accordance with the teacher salary schedule for a full time equivalent.

BTSA Mentor, in addition to her/his regular annual salary and all other benefits provided in this Agreement shall be compensated at a rate of \$4500.

BTSA Support Provider, in addition to her/his regular annual salary and all other benefits provided in this Agreement shall be provided support, release time and compensation at a rate of: instructional supplies and materials - \$400, release time - \$300, stipend - \$500. Total of \$1200.

Intern Mentor Teachers

31.14 The 1998-99 Fremont Unified School District Intern Teacher program consists of two different levels of involvement by teachers in the District: Intern Mentor Teacher, who will provide direction, support, and assistance to Intern Teachers, and Intern Teachers, who are new teachers and who have not completed requirements for a teaching credential. Intern Teachers will consist of teachers from at least three (3) separate programs: Project Pipeline, an independent teacher intern program approved by the Commission on Teacher Credentialing; Cal State Hayward; and Cal State San Jose or other similarly designated programs which are sponsored by the District or outside agency. The District will make every effort to fill Intern Mentor positions in a timely fashion.

31.15 A variety of resources, professional development, and support will be provided by the appropriate Intern Program for Intern Teachers who are officially identified from the approved Intern Teacher Programs.

31.16 A joint FUDTA-FUSD committee composed of a majority of unit members appointed by FUDTA, shall meet and prepare the Intern Mentor Teacher job description mutually agreeable to both the District and FUDTA, after input is solicited from the appropriate Intern sponsoring institution, no later than October 30, 1998.

31.17 Vacancies shall be filled in accordance with Article 9 of the Agreement. Unit members shall not be disciplined or negatively evaluated for declining a Mentor position. Participation in these programs by teachers other than Interns is voluntary.

31.18 All assessment and feedback to the Intern Teacher by or in collaboration with the Intern Mentor shall be confidential among the teacher's Intern participants and shall not be shared with the administration or included in the evaluation process as described in Article 10 of the Agreement except as identified independently by the administration through the contractual evaluation process.

31.19 Compensation and resources shall be reduced in a pro rata fashion for service of less than an academic year.

Pipeline Intern Mentor	\$850 Annual Stipend
Cal State Hayward Intern Mentor	\$850 through a combination of the stipend provided by Cal State
State	Hayward supplemented by the District
Cal State San Jose Intern Mentor	\$850 or the stipend provided by Cal State San Jose, whichever
is	Greater
Other Intern/Similarly designed Program to be determined	\$850 Annual Stipend

FREMONT UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REFERRAL TO PAR

Directions: Your response to the application is limited to the space provided on the form. The form must be printed in black ink or word-processed with at least a size 10 font.

Name of Teacher: _____ School/Site: _____

Teaching Assignment/grade level: _____

1. Nature of serious difficulty in teaching performance:

2. Describe the Administrator's Interventions to assist the teacher. Please attach the completed Conference and Improvement Form. (Article 10.16)

3. I refer _____ to PAR. Attached is relevant documentation supporting the referral. On the back of this form is a list of the observable teacher behaviors (with specific attention to the *California Standards for the Teaching Profession*) which the teacher should consistently demonstrate as a result of successful interventions.

Administrator's Signature

Date

4. Referred Teacher's Comments/Response: (Attach additional sheets if necessary)

5. I have been informed that I am being referred to the PAR program. My signature indicates that I have been informed that I am being referred to PAR, but does not imply that I agree with the referral.

Teacher's Signature

Date

Copy to: Joint Panel

Referred Teacher

Referring Administrator

Human Resources

FUDTA

FREMONT UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REFERRAL TO PAR

Taken from the California Standards for the Teaching Profession

DIRECTIONS TO ADMINISTRATOR: Please place a check (✓) next to the area(s) that your teacher will need assistance with, from the PAR Program.

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- Key Element: Connecting Students' prior knowledge, life experience, and interests with learning goals.
- Key Element: Using a variety of instructional strategies and resources to respond to students' diverse needs.
- Key Element: Facilitating learning experiences that promote autonomy, interaction, and choice.
- Key Element: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Key Element: Promoting self-directed, reflective learning for all students.

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- Key Element: Creating a physical environment that engages all students.
- Key Element: Establishing a climate that promotes fairness and respect.
- Key Element: Promoting social development and group responsibility.
- Key Element: Establishing and maintaining standards for student behavior.
- Key Element: Planning and implementing classroom procedures and routines that support student learning.
- Key Element: Using instructional time effectively.

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- Key Element: Demonstrating knowledge of subject matter content and student development.
- Key Element: Organizing curriculum to support student understanding of subject matter.
- Key Element: Interrelating ideas and information within and across subject matter areas.
- Key Element: Developing student understanding through instructional strategies that are appropriate to the subject matter.
- Key Element: Using materials, resources and technologies to make subject matter accessible to students.

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- Key Element: Drawing on and valuing students' backgrounds, interests, developmental learning needs.
- Key Element: Establishing and articulating goals for student learning.
- Key Element: Developing and sequencing instructional activities and materials for student learning.
- Key Element: Designing short-term and long-term plans to foster student learning.
- Key Element: Modifying instructional plans to adjust for student needs.

ASSESSING STUDENT LEARNING

- Key Element: Establishing and communicating learning goals for all students.
- Key Element: Collecting and using multiple sources of information to assess student learning.
- Key Element: Involving and guiding all students in assessing their own learning.
- Key Element: Using the results of assessments to guide instruction.
- Key Element: Communicating with students, families, and other audiences about student progress.

DEVELOPING AS A PROFESSIONAL EDUCATOR

- Key Element: Reflecting on teaching practice and planning professional development.
- Key Element: Establishing professional goals and pursuing opportunities to grow professionally.
- Key Element: Working with communities to improve professional practice.
- Key Element: Working with families to improve professional practice.
- Key Element: Working with colleagues to improve professional practice.
- Key Element: Balancing professional responsibilities and maintaining motivation.

FREMONT UNIFIED SCHOOL DISTRICT PAR SELF-ASSESSMENT FORM

Taken from the California Standards for the Teaching Profession

Participating/Referred Teacher: _____ Date: _____

Please indicate areas in which you would like assistance. This is not an evaluation form. It may only be used at the discretion of the Participating Teacher for the purpose of self-assessment and discussion with the Consulting Teacher.

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- _____ Key Element: Connecting Students' prior knowledge, life experience, and interests with learning goals.
- _____ Key Element: Using a variety of instructional strategies and resources to respond to students' diverse needs.
- _____ Key Element: Facilitating learning experiences that promote autonomy, interaction, and choice.
- _____ Key Element: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- _____ Key Element: Promoting self-directed, reflective learning for all students.

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- _____ Key Element: Creating a physical environment that engages all students.
- _____ Key Element: Establishing a climate that promotes fairness and respect.
- _____ Key Element: Promoting social development and group responsibility.
- _____ Key Element: Establishing and maintaining standards for student behavior.
- _____ Key Element: Planning and implementing classroom procedures and routines that support student learning.
- _____ Key Element: Using instructional time effectively.

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- _____ Key Element: Demonstrating knowledge of subject matter content and student development.
- _____ Key Element: Organizing curriculum to support student understanding of subject matter.
- _____ Key Element: Interrelating ideas and information within and across subject matter areas.
- _____ Key Element: Developing student understanding through instructional strategies that are appropriate to the subject matter.
- _____ Key Element: Using materials, resources and technologies to make subject matter accessible to students.

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- _____ Key Element: Drawing on and valuing students' backgrounds, interests, developmental learning needs.
- _____ Key Element: Establishing and articulating goals for student learning.
- _____ Key Element: Developing and sequencing instructional activities and materials for student learning.
- _____ Key Element: Designing short-term and long-term plans to foster student learning.
- _____ Key Element: Modifying instructional plans to adjust for student needs.

ASSESSING STUDENT LEARNING

- _____ Key Element: Establishing and communicating learning goals for all students.
- _____ Key Element: Collecting and using multiple sources of information to assess student learning.
- _____ Key Element: Involving and guiding all students in assessing their own learning.
- _____ Key Element: Using the results of assessments to guide instruction.
- _____ Key Element: Communicating with students, families, and other audiences about student progress.

DEVELOPING AS A PROFESSIONAL EDUCATOR

- _____ Key Element: Reflecting on teaching practice and planning professional development.
- _____ Key Element: Establishing professional goals and pursuing opportunities to grow professionally.
- _____ Key Element: Working with communities to improve professional practice.
- _____ Key Element: Working with families to improve professional practice.
- _____ Key Element: Working with colleagues to improve professional practice.
- _____ Key Element: Balancing professional responsibilities and maintaining motivation.

FREMONT UNIFIED SCHOOL DISTRICT GOAL-SETTING AGREEMENT

This form is not to be used for evaluation purposes.

Participating/Referred Teacher: _____

PAR Consulting Teacher: _____

Date: _____

Referred Teacher and PAR Consultant agree to the following plan of action:

Goals tied to the Key Elements indicated by the Site Administrator and/or Participating/Referred Teacher:

Teacher Actions/Responsibilities:

Consultant Actions/Responsibilities:

Follow-up conference scheduled for: _____

Participating/Referred Teacher's Signature

Date

PAR Consulting Teacher's Signature

Date

FREMONT UNIFIED SCHOOL DISTRICT
CONSULTING TEACHER OBSERVATION/CONFERENCE NOTES

This form is not to be used for evaluation purposes.

Participating/Referred Teacher: _____ Date: _____

Assignment/Site: _____

Observations:

Questions/Comments/Suggestions:

Consulting Teacher's Signature _____

Please make a copy for the Participating/Referred Teacher as you share information at the conference.

FREMONT UNIFIED SCHOOL DISTRICT CONSULTING TEACHER APPLICATION

Directions: Your response to the application is limited to the space provided on the form. The form must be printed in black ink or word-processed with at least a size 10 font.

Name (Print) _____ Home Phone _____

Work Site _____ Work Phone _____

Areas of expertise: (include grade levels/subject areas which you wish to consult)

1. Teaching Experience (List most recent experience positions first):
Dates _____ District _____ School _____ Subject/Grade _____

Total Years of Teaching Experience in Fremont Unified School District: _____

Total Years of Teaching Experience: _____ (7 consecutive years required)

2. List all valid California Credentials you currently hold with designated subject areas or grade-levels.

3. List all additional certifications presently held (example: GATE, CLAD, etc.)

4. List all academic preparation (list the most recent first):
Institutions _____ Degrees _____ Date _____ Major/Minors _____

5. List any additional related and relevant training and/or workshops.

6. Why are you interested in applying for a Consulting Teacher position with the Peer Assistance and Review Program?

7. Describe your experiences and successes in working with and assisting your colleagues.

Signature of Applicant: _____ Date: _____

Signature of Site Administrator: _____ Date: _____

FREMONT UNIFIED SCHOOL DISTRICT CONSULTING TEACHERS

Duties: Consulting Teachers (CT) shall both participate in the training of and provide assistance to Referred Teachers, Volunteer Teachers and Beginning Teachers pursuant to the Program. The Consulting Teacher may:

1. Observe, assist and confer with teachers assigned as part of her/his caseload.
2. Prepare documentation (logs and reports) to be presented to the Joint Panel.
3. Maintain a written log of contacts and specific support given to each Participating Teacher.
4. Document all observations, visitations, and meetings.
5. Meet with the Referred Participating Teacher to discuss the PAR program, to establish mutually agreed upon performance goals, to develop the assistance plan, and to develop a process of determining successful completion of the PAR program.
6. Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific, immediate feedback after each visit.
7. Monitor the progress of the Referred Participating Teachers.
8. Submit periodic written reports and discuss them with the Referred Participating Teacher
9. Continue to provide assistance to the Referred Participating Teacher until the Joint Panel terminates the assistance.
10. Submit a final report of the Participating Teachers to the Joint Committee.

Responsibilities of Consulting Teachers: Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, referring, conferring and /or other activities, which, in their professional judgment, will assist the Participating Teacher. Such assistance shall include but not be limited to:

1. Providing and/or arranging for classroom materials and/or equipment
2. Demonstrating and/or modeling teaching strategies
3. Suggesting teaching and classroom management techniques
4. Assisting in lesson planning
5. Arranging for workshops or training in strategies, management, or any areas of need
6. Reviewing recordkeeping procedures and suggesting alternative procedures
7. Assisting with aligning curriculum to meet student needs
8. Designing and implementing effective assessment strategies.
9. Identifying and suggesting effective strategies for communicating effectively with colleagues, parents, and others.

Qualifications: A Consulting Teacher should be considered by colleagues to be a highly skilled practitioner. A Consulting Teacher shall not be a member of the Joint Panel. A Consulting Teacher shall possess the following qualifications:

1. Permanent status
2. Minimum seven (7) consecutive years employed in the District
3. Credentialed classroom teacher
4. Exemplary teaching abilities in accordance with the California Standards for the Teaching Profession
5. Extensive subject area knowledge
6. Effective communication skills with peers, both oral and written
7. Mastery of a range of teaching strategies to meet the needs of pupils
8. Ability to work effectively with other teachers.

ARTICLE 32: DEPARTMENT CHAIRPERSON

32.1 Department chairpersons shall be selected by a secret ballot election by unit members in the department for recommendation of one (1) candidate to the Principal. In cases where the principal does not ratify the selection of the candidate, the principal will give a written explanation of the reasons to the candidate and the teachers involved in making the selection. The department so affected then shall select an alternate candidate by the same secret ballot procedure as above.

Chairpersons shall be selected for a two-year term. The position of department chair shall be reviewed every two years. Members of the department shall be given prior written notice of the review and shall have the opportunity to make recommendations to the principal regarding the function of the position and to declare their interest in the position.

32.1.1 Department chairpersons shall make recommendations to the principal, based on consensus or majority viewpoint of the affected unit members, concerning the department fund allocations as well as room and course assignments.

32.2 Department chairpersons shall be credentialed in at least one of the areas of the departments that he/she chairs.

ARTICLE 33: ACADEMIC FREEDOM

- 33.1 Academic freedom shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas insofar as such facts and ideas reflect state and local prescribed courses of study.
- 33.2 Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and District policy and administrative rules and regulations.
- 33.3 In performing teaching functions, employees shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective and judicious manner. An employee, however, shall not utilize his/her position to attempt to influence students with his/her own personal, political, and/or religious views. If views expressed are controversial issues, then sufficient information shall be made available on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis. Board policies and administrative regulations regarding controversial issues shall be followed.
- 33.4 Teachers shall have the responsibility for determining grades for students in accordance with the standards for grading as established by District policy, and administrative rules and regulations. Such grades may not be changed except as permitted by District policy, rules, regulations, and the State Education Code.
- 33.5 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it affects the unit member's performance of his/her duties.
- 33.5.1 Unit members must be employed, promoted, or retained without discrimination or harassment respecting their personal opinions or their scholarly, literary, or artistic endeavors.
- 33.6 Nothing in this Agreement shall be construed to limit or proscribe the political activity of any unit member during his/her off-duty hours, nor shall any administrative regulations be promulgated or enforced which shall so limit or proscribe such activity.

ARTICLE 34: SUPPLEMENTAL/REMEDIAL INSTRUCTIONAL PROGRAMS

The District and FUDTA agree to offer supplemental/remedial academic instruction as long as the programs do not negatively impact the General Fund.

- 34.1 Unless otherwise specified, the provisions contained in this article shall apply to all supplemental/remedial summer school and supplemental/remedial instructional programs offered by the District for the benefit of students, including, but not limited to remedial instruction required under Education Code Section 48070, "Pupil Promotion and Retention," Education Code Section 60648, "High School Exit Exam," and Education Code Sections 37252 and 37253, "Mandatory Summer School." In general, and unless otherwise specified, summer school shall be considered part of the District's supplemental/remedial instructional program. Further, the provisions contained herein shall apply to all supplemental/remedial instructional programs regardless of when the program is offered, including, but not limited to, summer recess, before or after the regular school day, on Saturdays, during year-round school intersessions, and/or on any non-regular work day.
- 34.1.1 The rate of pay shall be the hourly rate specified in Appendix A.
- 34.1.2 Once the class or program has been established, regardless of the number of students in a program, the teacher shall be paid for the hours spent teaching the program.
- 34.1.3 Elementary summer school unit members (four week session) shall receive pay for ten hours of preparation time and two hours of meeting time. Secondary summer school unit members (six week session) shall receive pay for fifteen hours of preparation time and two hours of meeting time.
- 34.2 Unit members teaching in supplemental/remedial instructional programs shall have class size limits that are as small as possible without exceeding the total funds authorized by the legislature. The District and FUDTA shall monitor the total funding and student enrollment to ensure compliance with this goal.
- 34.3 Sick Leave: Unit members employed in supplemental/remedial instructional programs shall be provided sick leave as follows:
- 34.3.1 In programs offered during summer school, unit members shall be permitted to utilize up to four (4) hours paid sick leave for illness or immediate family illness.
- 34.3.2 In supplemental programs other than summer school, unit members who miss an hour(s) of instruction due to illness or immediate family illness may elect to make-up the missed hour(s) by rescheduling student services without loss of compensation.
- 34.4 Assignment and Posting of Assignments
- 34.4.1 Unit member participation in supplemental instructional programs shall be voluntary.
- 34.4.2 In supplemental/remedial instructional programs other than summer school, the principal shall notify the entire staff of any opening. Teachers on site must notify the principal of their interest in the assignment within five (5) working days of receipt of the notice. The principal shall make special provision for notifying any unit members not at the site on the day of the announcement.
- 34.4.3 The principals shall be responsible for maintaining a list of teachers interested in teaching supplemental/remedial instructional programs at the site, and they shall maintain a list of teachers interested in teaching supplemental/remedial programs at other sites.

- 34.4.4 A list of teachers interested in teaching at other sites will be sent to the Assistant Superintendent for Human Resources who will compile these lists and make them available to all principals no later than September 15 of each year. A copy of this list shall be sent to FUDTA. Unit members hired after September 15 will be provided the opportunity to indicate their interest in said positions upon their assignment to the school and shall have their names added to the lists.
- 34.4.5 Principals must first use the candidates at the school site and then consult the District list in selecting the candidates.
- 34.5 Summer school principals shall choose the unit members to staff their schools from a list of unit members who certify to the Summer School office (not later than March 1) that they desire to teach Summer School. Once unit members have applied to teach Summer School, the list shall be formulated by a random drawing of the applicants' names. A new list shall be drawn each year. FUDTA representatives shall be notified of the time of the drawing. The District shall not hire summer school employees from outside the District unless all interested unit members have been hired according to credential.
- 34.6 Summer School principals shall interview unit members qualified by training and/or experience in the order they appear on the list. If any unit member is passed over by three (3) principals, he/she shall be dropped from the list and that unit member shall be given a written notice signed by the Director of Summer School as to why the unit member was not selected. In order to afford opportunities for all interested unit members to teach in summer school, no unit member may teach more than three consecutive summers unless no other unit member qualified by credential is on the list awaiting placement.
- 34.7 Summer school teachers may be observed, but there is no formal observation/evaluation process for summer school teacher. The unit member shall have the sole option of placement of the formal observation document in his/her personnel file.

ARTICLE 35: SHARED SITE-BASED DECISION MAKING

The District and the Association agree to establish a Joint Committee on Shared Site Based Decision Making which shall develop the guidelines for voluntary site participation in a Shared Site Based Decision Making process.

35.1 Guidelines

- 35.1.1 Shared decision making will not be imposed but allowed to evolve on a voluntary basis.
- 35.1.2 Participation in the process will be open to all with responsibility for student outcomes shared by students, parents, and school employees.
- 35.1.3 Shared decision-making plans will operate within legal mandates and requirements of this contract. Any contract waivers will only be by mutual agreement of the Association and the District. The Association shall establish procedures for site request of any contract waiver, annual site reconsideration of current waivers, and Association approval and annual reauthorization of any waiver request.
- 35.1.4 The District and the Association shall develop a reference list appropriate to site based decision making.

35.2 Protections of Unit Members Rights under Shared Site-based Decision Making

- 35.2.1 Shared Site-based Decision Making shall not be used for monitoring, evaluating work performance or ability, supervising, hiring, disciplining, transferring, laying off, or dismissing unit members.
- 35.2.2 No adverse employment action shall be taken against any bargaining unit member because of his/her participation in this process.

ARTICLE 36: SPECIAL EDUCATION

- 36.1 This article does not limit unit members from coverage under all articles of this agreement. This article is in addition to such coverage. All provisions for Special Education teachers shall apply to all affected unit members.
- 36.2 Community Advisory Committee
- 36.2.1 Unit members shall serve on the SELPA's Community Advisory Committee (CAC). The selection process for these unit members shall be conducted by the Association. Bargaining unit members shall be released from their regular duties without loss of compensation, or compensated at the hourly rate of pay, as defined in this agreement, for purposes of serving on the CAC.
- 36.3 IEPs
- 36.3.1 If the IEP process for an individual child takes more than five (5) hours to complete, and, in other cases, if the site administrative case supervisor and/or Director of Special Services determines that the cumulative IEP hours spent by the unit member are excessive, the unit member shall receive compensation as stated herein. The site administrative case supervisor and/or Director of Special Services will meet with the unit member and make arrangements for compensation at the hourly rate, compensatory time off, and/or a mutually acceptable accommodation.
- 36.3.2 Unit members whose duties would be impacted by an IEP will be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising such program.
- 36.3.3 The District will make every effort to provide an IEP for Individuals with Exceptional Needs assigned to the class of any unit member at the time of placement for students transferring within the District and for students transferring from other Districts.
- 36.3.4 The District recognizes that some Individuals with Exceptional Needs may not meet or exceed the growth projected in the annual goals and objectives of the pupil's IEP. In such instances, a unit member's accountability will be limited to having implemented the services specified in the IEP. A unit member may request a review of an IEP according to Special Education Regulations.
- 36.3.5 Principals will exempt special day class teachers, resource specialists, speech and language teachers, adaptive PE teachers, and other special education service providers from at least three site staff meetings yearly, so that these special educators shall attend training jointly planned by the District special services department and the Association. These meetings will focus on compliance issues and specific job-alike issues. These meetings will receive 40-hour credit.
- 36.3.6 Whenever possible, IEP meetings should be held during the workday. When this is not possible, 40-hour credit shall be given to unit members for IEP time spent outside the work day. Any IEPs beyond the 40 hours of additional duties are the unit member's professional responsibility. If an IEP meeting extends a unit member's work day by more than two hours, that unit member shall be compensated for time beyond the two hours at the hourly rate, with a minimum payment of at least one hour. (The first two hours are to be credited toward the unit member's 40-hours additional required time.) In accordance with Individuals with Disabilities Education Act (IDEA) – PL 105-17 guidelines, in both scheduling IEP meetings and in the agenda design at the IEP meeting, a unit member may request that a meeting not be more than two hours in length. If additional time is necessary, it may be scheduled for an additional date.

36.4 Due Process Hearings

- 36.4.1 When a unit member is required to participate in a due process hearing or other due process procedure, the District will provide the unit member with release time without loss of compensation. If the due process hearing is held during instructional preparation time or after regular hours of employment, unit members will receive their hourly rates of pay or be provided compensatory release time which may be accumulated and utilized at the unit member's discretion for the purpose of preparing for and participating in such hearing, if above the 40 hours Additional Required Time.

36.5 Staff Development

- 36.5.1 The utilization of new instructional or assessment models will not be required of unit members assigned to special education positions until after the employer has provided appropriate training to unit members regarding the use of such models.
- 36.5.2 To better communicate with staff in articulating and planning for the upcoming school year, the Special Services staff will offer voluntary meetings for teachers tentatively assigned to grade level spans to review plans and solicit feedback on the plans.

36.6 Full Inclusion

- 36.6.1 Inclusion Planning Teams consisting of the full inclusion special day class teacher and the general education teachers with identified full inclusion pupils will be organized at each site with identified full inclusion pupils.
- 36.6.2 Release time, as needed, will be allocated to unit members who are teachers of identified full inclusion pupils to provide planning time with the inclusion teacher and other support personnel.
- 36.6.3 The District shall provide unit members impacted by full inclusion with specialized training necessary for successful implementation with release time.
- 36.6.4 The implementation of a full inclusion program shall not result in a reduction of staff.
- 36.6.5 The determination of the size of classes with fully included pupils will take into consideration any extraordinary demands on physical space, unit member contact, and/or unit member supervision.
- 36.6.6 Any unit member who will be impacted by full inclusion shall receive prior notification.

36.7 Resource Specialists

- 36.7.1 Itinerant Resource Specialists shall be limited to four sites and a caseload of 21 students. No unit member may be reassigned to an Itinerant Resource Specialist position without his/her agreement. There shall be no more than three Itinerant Resource Specialists in the District.
- 36.7.2 Any RSP teacher serving at two sites (up to four sites in the case of an Itinerant Resource Specialist) will have a guarantee of equitable meeting time, lunch, inservice, preparation time, instructional time and testing time and extra duty time with RSP teachers assigned to a single site.
- 36.7.3 At no time, under the terms of the law, will a resource specialist be assigned to a regular classroom as a substitute. Education Code 56365 (d): Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.
- 36.7.4 Resource specialists shall not be assigned to more than two (2) work sites. Resource specialists shall receive preparation time equivalent to time received by regular classroom teachers at the same level. Further, resource specialists may opt to receive non-instructional time equivalent to one-sixth the instructional day per day to perform the duties and responsibilities required by law. Such time shall be arranged during the week in a way agreeable to the site administrator.

36.8 Department Head Meetings

36.8.1 A special education representative shall be invited to all department head meetings if there is no special education staff member serving as a department head.

36.9 Reassignment

In the case of special education unit members and District-assigned personnel, reassignment is a District-initiated change in unit member assignment between schools or programs. A special education unit member whose position has been eliminated shall have the right upon request, before transfers or new hires, to fill regular teaching vacancies that are not encumbered by sub pool unit members.

After special education positions for which the unit member(s) are qualified have been filled, unassigned special education unit members may go into the District unassigned pool.

Unit members in special day classes to be transferred may go to vacancies in the same program at the school(s) to which the students have been transferred, or may opt to be reassigned by the District.

Subject to above qualifications, reassignment of resource and special day class unit members shall follow the same procedures and practices as reassignment of regular unit members.

All other special education unit members to be reassigned shall be staff-reduced within programs based on seniority within the District, and reassignment to a new position shall be honored in order of seniority and before transfers or new hires are placed or assigned.

36.10 Special Education staff development, meetings or activities scheduled by the Department of Special Services shall not be scheduled for Thursdays during the student instructional year.

36.11 Core instructional materials

The administrator at each site shall ensure that each Special Education teacher has the necessary core curriculum textbooks and materials. Any Special Education teacher who believes that he/she does not have the necessary core curriculum textbooks and materials should first address the issue with the principal. If this does not result in a satisfactory resolution of the problem, the unit member may also address the supervisor of the principal with the concern.

36.12 Special Education Liaison Committee

To facilitate communication and to continue the efforts of the 2002 Special Education Consult Team, the District and the Association will establish an ongoing collaborative team charged with the responsibility to continue to identify and resolve issues as they arise, to assist in the repair of misunderstandings, to facilitate communication amongst all stakeholders, and to make recommendations to the bargaining teams as the need for contractual changes arises. This team shall be called the Special Education Liaison Committee. It shall include at least the Director of Special Services and any unit members interested in participating as well as others as the specific problem area necessitates, provided the majority consists of unit members. Either the District or the Association may convene a meeting.

36.13 Special Education Handbook

To ensure there is common and clear understanding of items which include, but are not limited to, procedures, compliance requirements, laws, job expectations, teachers support systems, IEP processes, teacher/paraprofessional relationships and trainings, differentiated curriculum, teaching strategies, sources and resources available to the special educator, an end-of-the-year checklist, and administrative responsibilities, the District and the Association will mutually develop and periodically update a Fremont Unified School District Special Education Handbook.

ARTICLE 37: MULTICULTURALISM

- 37.1 The District and the Association shall work together through existing committees and a new committee, if necessary, in order to establish and meet multicultural goals. Progress toward the goals shall be reviewed annually by the District and the Association through these existing and/or new committees.

ARTICLE 38: PSYCHOLOGISTS AND COUNSELORS

Beginning July 1, 2002, the District agrees to apply the Special Education settlement funds to maintain the four FTE counseling positions which were previously paid for with one-time equalization funds.

- 38.1 Psychologists and counselors are covered by the following articles: Article 1, Agreement; 2, Recognition; 3, Association Rights; 4, District Rights; 5, Professional Organization, Dues/Agency Fees, Payroll Deduction; 6, Grievance Procedure; 8, Leaves; 11, Working Conditions; 13, Unit Member Safety and Protection; 14, Travel; 15, Medical Examinations; 16, Temporary Unit Members; 17, Part-Time Employment/Full Retirement Credit; 19, Substitutes; 21, General; 23, Fringe Benefits; 24, Salary; 25, Negotiations Procedures; 26, Completion of Meet and Negotiation; 27, Savings Provisions; 28, Disciplinary Action; 29, Personnel Files; 30, Complaints; 33, Academic Freedom; 35, Shared Site-Based Decision Making; 36, Special Education; 37, Multiculturalism.
- 38.2 For the terms and conditions not covered by the foregoing, the following shall apply:
- 38.3 Hours
- 38.3.1 The psychologist workday shall be seven and one-half hours exclusive of lunch. The counselor workday shall be seven hours exclusive of lunch. Counselors and Psychologists shall schedule beginning and ending times by mutual agreement with site supervisors. Flexible arrangements of time shall be by mutual agreement with the supervisor as necessary.
- 38.3.2 Psychologists who are required to participate in IEP meetings, or to attend IEP or SST meetings, shall also be responsible for attending District meetings. Counselors who are required to participate in IEP meetings or to attend IEP or SST meetings shall also be responsible for attending faculty meetings. Counselors and Psychologists shall credit hours used for IEP/SST meetings toward the differences between the number of hours used for District meetings and the forty hours of Additional Required Time (Additional Required Time, Article 7.1) Any hours remaining in the forty hours owed shall be used for other duties falling under Additional Required Time. Any hours needed to complete IEP/SST meetings which exceed the forty hours of Additional Required Time shall be considered to be the responsibility of the psychologist or counselor.
- 38.3.3 The special nature of the multiple school assignments of psychologists shall be taken into consideration when scheduling IEP/SST meetings.
- 38.3.4 Psychologists and counselors shall not be required to do yard duty (adjunct duty) due to the nature of their assignments. Counselors may be required to assist with campus conflict resolution before, after, or during school hours. This, along with meeting student counseling needs, may necessitate counselors having a different lunch period than students.
- 38.4 Salary
- 38.4.1 Psychologists shall be paid in accordance with Schedule A4; Counselors shall be paid in accordance with Schedule A2.
- 38.4.2 Effective September 1, 1996, the hourly rate shall be paid for extra duty psychologist and counselor work, including summer school. The hourly rate for psychologists and counselors shall be listed in Appendices A2 and A4.
- 38.5 Work Year
- 38.5.1 The psychologist work year shall be 192 days, the non-school days to be scheduled within seven (7) workdays of the start of school and seven (7) workdays of the end of school, or otherwise by mutual agreement of the psychologists and the District. The counselor work year shall be 187 days, the non-school days to be scheduled within five (5) workdays of the start or end of school, or otherwise by mutual agreement of the counselor and site administrator.

38.6 Working Conditions

- *38.6.1 No meetings, conferences or other school business which would extend the school day shall be scheduled on general election days.
- 38.6.2 The District shall reimburse psychologists and counselors for damage to personal property in accordance with reimbursements for other FUDTA bargaining unit members (Article 11.11).
- 38.6.3 Each psychologist and counselor have a private space with a phone in which to test students and perform other duties at each site where the psychologist is assigned.
- 38.6.4 A psychologist or counselor whose work location is changed at any time will have the physical move of materials and records accomplished by appropriate District staff.
- 38.6.5 No psychologist or counselor may be assigned duties as an administrator or administrative designee without his/her consent.
- 38.6.5.1 Counselors shall not be required to prepare the Master Schedule.
- 38.6.6 Psychologists and counselors shall have the keys necessary to access their work stations, restroom facilities and workrooms during work hours.
- 38.6.7 Psychologists and counselors may be elected to participate as liaison committee members in accordance with Article 21.8 of the FUDTA contract.
- 38.6.8 Psychologists and counselors will have the same safety provisions as do other FUDTA unit members (Article 13).
- *38.6.9 Article 11.12, shall be applicable to permanent (non-probationary) psychologists and counselors employed as of the 2000-2001 school year.
- 38.6.10 Intern psychologists and intern counselors shall not be assigned without the approval of the intended supervising unit member.
- 38.6.11 If a psychologist or counselor has a concern regarding the adequacy or cleanliness of the working space, the restrooms provided, the psychologist or counselor shall communicate those concerns to the principal in writing. It is the principal's responsibility to address the issue and to take reasonable measures to resolve the problem. The principal shall not delegate this responsibility to a psychologist or counselor.
- 38.6.12 The District shall attempt to reduce the amount of disruption caused by maintenance activities and shall not use pesticides/herbicides or paints on or around instructional areas, including the lunchroom, during lunch and instructional time.
- 38.6.13 All unit members responsible for the implementing of a student's IEP shall have the right to be involved in the development of the IEP, when appropriate.
- 38.6.14 Intercoms shall be used only for communications and shall not be used for purposes of evaluation, discipline, or discharge of unit members. The District shall attempt to minimize interruptions to the workspace.

38.7 Caseload

- 38.7.1 The District will maintain no fewer than the number of positions budgeted for special education testing for 1995-96 for the term of the agreement. This number is exclusive of psychologists who work with special categories of students, including the infant program, pre-school program, or any program for which the District receives reimbursement from special funds, outside of Special Education or General Fund.
- 38.7.2 Specialized Psychologists: In addition to the psychologists hired to provide testing and placement for student qualifying for special education, the District may also hire psychologists to perform other duties as needed. Any psychologist work outside of the job duties of the psychologists regularly employed by the District shall first be offered to psychologists in the bargaining unit at the hourly rate. Such extra work shall not supplant existing psychologist positions in the District.
- 38.7.3 During the term of this agreement, the District will maintain no fewer than the number of counseling positions reinstated with the 1996-97 Equalization funding.

38.8 Assignments

- 38.8.1 The psychologist shall meet individually with the Director of Special Services or designee by March 1 to indicate preferences for work assignments for the following year. These preferences must be considered prior to assigning psychologists.
- *38.8.2 In April, the supervisor will give the psychologists his/her tentative assignment. If there are to be changes after that assignment is given, the supervisor will notify the psychologist of the change and afford the psychologist the opportunity to discuss the change and alternatives to the change. The unit member may appeal to the Associate/Assistant Superintendent for Human Resources.
- 38.8.3 Assignments occur yearly based on student needs and psychologist preferences.
- *38.8.4 If there is to be a change in a psychologist's assignment after the start of the school year, that change will only be based on student need or the need to balance workload. Any change in assignment will be discussed with the psychologist before it is implemented. The change may be appealed to the Associate/Assistant Superintendent for Human Resources.
- 38.8.5 Counselor assignments shall be according to Article 11.

38.9 Transfers

- 38.9.1 Transfer is a voluntary request by a psychologist for a change in assignment between schools or programs.
- 38.9.2 When a vacancy occurs, a unit member may request a transfer. If a transfer candidate is not selected for the vacancy, the administrator making the decision shall put the reasons for the non-selection in writing upon request or conduct a conference with the applicant upon request.
- 38.9.3 Vacancies that occur within the District shall be posted during the school year. The Association shall receive copies of all postings.
- 38.9.4 All psychologists who are properly credentialed for the position, and who request such shall be interviewed by the appropriate administrator.
- 38.9.5 Counselors shall be covered by Article 9.

38.10 Hiring

38.10.1 Whenever the District recruits to fill a new or vacant contract, each psychologist who has temporary or part-time service in the Unit, shall, prior to the acceptance of applications for the position, be mailed a notification of the opening and given an opportunity to apply for the position. Psychologists employed for less than full-time shall be allowed to apply for vacancies any time in the year that would permit upgrading (namely increasing his/her proportion of full-time):such person will have priority over new hires.

Part-time psychologists who apply to fill vacancies be given interviews and considered as viable candidates. It is understood that the assignment is temporary and he/she will have to reapply when the position is reopened in the spring.

38.11 Evaluations

38.11.1 Psychologists and counselors shall choose with mutual agreement an evaluator from among the administrators at their sites. Psychologists shall be formally evaluated according to the criteria appropriate to the non-classroom and specialized nature of their assignments. The criteria and the necessary forms shall be mutually agreed upon by the Association and the District within 30 days of the ratification of this agreement. Only those competencies specified in the employees particular Pupil Personnel Services credential in light of the program(s) of the school(s) to which the employee is assigned, shall be mutually agreed to. Such criteria may include (according to credential and type of assignment), but is not necessarily limited to:

38.11.1.1 Ability to counsel individuals and small groups of students.

38.11.1.2 Ability to administer and interpret test results appropriate to the employee's professional preparation.

38.11.1.3 Ability to inform students of future occupational and/or educational opportunities appropriate to the student's level of ability and interest.

38.11.1.4 Ability to counsel with students regarding their personal problems.

38.11.1.5 Knowledge of both school and community resources and appropriate referral procedures.

38.11.1.6 Ability to counsel and advise parents regarding the educational, social, and vocational problems and/or opportunities of their children.

38.11.1.7 Ability to properly diagnose student needs and prescribe specific educational objectives for students with special needs.

38.11.1.8 Ability to confer with faculty and staff regarding student needs and individualized programs.

38.11.1.9 Ability to construct concise individual assessment reports on students.

38.11.1.10 Counselors will be evaluated on their ability to select, train, participate in, and implement conflict resolution, crisis intervention programs for students and staff.

38.11.1.11 Counselors will be evaluated on their ability to give school/program orientation, participate in articulation activities, assist students with their progress toward graduation, help students prepare four-year plans, assist students in the college application and scholarship application process, and assist students in school to career plans.

- 38.11.2 Employee evaluations shall be considered in light of communication tools, supplies, testing materials, etc., supplied by the District as well as the number of students assigned.
- 38.11.3 New employees will be evaluated annually until they achieve permanent status. Every other year permanent psychologists and counselors will be formally evaluated.
- 38.11.4 This evaluation will be completed by the primary evaluator after receiving input from the evaluatee and other administrators at sites where the psychologist or counselors works.
- 38.11.5 The timeline for evaluation shall be the same as for other FUDTA unit members and as follows:
 - 38.11.5.1 September 15: Psychologist or counselor notifies the Director of Special Education of the name of the evaluator and the date of the planning meeting.
 - 38.11.5.2 By November 1: Planning conference to be held to review criteria and establish job targets.
 - 38.11.5.3 By February 1: Mid-year conference to be held if applicable.
 - 38.11.5.4 By March 1: Draft of final evaluation presented in writing to psychologist or counselor after psychologist or counselor completes self-assessment of job performance and progress toward targets.
 - *38.11.5.5 By May 1: Final evaluation report and final evaluation conference to be completed.
 - *38.11.5.6 The final evaluation report will be summarized on a form mutually developed by the District and FUDTA.
 - *38.11.5.7 At any time that a weakness in performance is detected which is likely to be reflected on the evaluation, the primary evaluator shall meet with the psychologist or counselor and enlist aid in order to identify problems, consider modifications of the standards of performance, suggest solutions, and permit an amount of time mutually agreed upon for suggested improvement techniques to produce results. When an amount of time mutually agreed upon for improvement has elapsed and the agreed upon improvement has not occurred, the evaluator shall initiate a request for possible dismissal. Adequate documentation must be secured and such documentation must be provided to the employee being evaluated.
 - *38.11.5.8 If the evaluator and the evaluatee cannot reach agreement, an advisory committee will be formed to be composed of the following: a person selected by the evaluator, a person selected by the evaluatee, and a person mutually agreed upon by both. Any costs of the advisory committee will be equally borne by the District and the Association. The decision of the advisory committee will be binding upon both of the parties. Either party will have the opportunity to have a written statement attached to the evaluation form regarding the decision of the advisory committee.
 - *38.11.5.9 Disputes regarding evaluation procedures shall be subject to the grievance procedure (Article 6).

38.12 Substitutes

The District may hire substitutes for psychologists or counselors. The psychologist substitute rate shall be 33% above the teacher substitute rate, based on the additional hours worked. The counselor substitute rate shall be 25% above the teacher substitute rate. The long-term (more than 5 consecutive school days) rate will be 25% higher than the day-to-day rate. Substitutes will receive a minimum of a half-day pay (defined as three hours and forty-five minutes) regardless of the length of the assignment. The work day for substitute psychologists and counselors shall be the same work day as the regular unit member. The District will use psychologist or counselor substitutes as one source from which to hire new psychologists or counselors. Removal from the substitute list for psychologists or counselors shall be as defined in Article 19.13 according to criteria in 38.11.

38.13 Shared Assignment

- 38.13.1 The program calls for two probationary or permanent psychologists or counselors splitting an assignment, with District concurrence, to include but not to be limited to: division of days, segmenting days of the week, and or semesters of the school year in order that the assignment might be shared.
- 38.13.2 This program shall be implemented in accordance with the following guidelines.
 - 38.13.2.1 The retirement system shall continue to deduct the appropriate percentage of salary, and the District would continue its contributions.
 - 38.13.2.2 Any member of the unit who chooses this program may, with District consent, return to full-time status at the beginning of each school year.
 - *38.13.2.3 Two probationary or permanent psychologists and counselors may share an assignment for a minimum of one year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. The District shall approve or deny requests and notify in writing the applicants of its decision by April 1. If a request is denied, the applicant shall be notified in writing, of the specific reasons for the denial. Upon request, the Associate/Assistant Superintendent for Human Resources shall promptly meet with the psychologists and counselors involved and review the decision. Notwithstanding other provisions of this agreement, job-sharing unit members' wages, benefits, and leaves shall be prorated relative to the actual time worked.
 - 38.13.2.4 Current part-time members shall have priority over new hires for participation in this program by appointment as the second participant with a full-time member who opts for this program.

ARTICLE 39: PRESCHOOL TEACHERS

The following Articles shall apply to the preschool teachers:

39.1 State Preschool Teachers, Preschool Enrichment Program Teachers and Bilingual Preschool Teachers are covered by the following Articles: Article 1 Agreement; Article 2, Recognition; Article 3, Association Rights; Article 4. District Rights; Article 5, Professional Organization; Article 6, Grievance Procedures; Article 7, Hours (State Preschool hours only); Article 10, Evaluation (except as modified by Article 39.9); Article 13, Unit member Safety and Protection, Article 14, Travel; Article 15, Medical Examinations; Article 25, Negotiations Procedure; Article 26, Completion of Meet and Negotiations; Article 27, Savings Provision, Article 28, Disciplinary Action; Article 29, Personnel Files; Article 30, Complaints, Article 33, Academic Freedom; Article 35, Shared Site-Based Decision Making; Article 36, Special Education Article 37, Multiculturalism.

This article does not cover Special Education Pre-School teachers and Adult School Preschool teachers

39.2 For the terms and conditions not covered by the foregoing, the following shall apply:

39.3 Hours

39.3.1 The preschool teacher work day shall be four (4) hours. The preschool teacher teaches one three hour session. Prior to or following each session, the District will compensate each preschool teacher for thirty (30) minutes of daily student supervision and/or parent contact time and thirty (30) minutes of preparation, to include meeting with colleagues, conferencing with aides/supervisors and preparing reports. The total workday for a teacher teaching one session is not to exceed 4 hours exclusive of lunch. If a preschool teacher, by mutual agreement between the unit member and the District, teaches more than one session, each session shall consist of three (3) hours of instruction, thirty (30) minutes of daily student supervision and/or contact time and thirty (30) minutes of preparation

39.3.2 The preschool teachers are required to attend an additional two-hour staff meeting per month for 9 months. Staff meeting time shall be limited to two hours after school.

39.3.3 Extra Duty will be authorized by the manager in advance and will be paid at the preschool teacher hourly rate (Appendix C). Extra Duty may be requested but may not be required, with the exception of no more than two (2) evening or weekend parent involvement activities, the dates and hours of which will be determined by majority vote among preschool unit members the previous spring. When a preschool teacher volunteers to substitute in another preschool class, the unit member shall be paid at his/her per diem rate. If the preschool unit member substitutes for more than 2 hours of the four hour work day, he/she shall be paid for a full work day.

39.4 Salary Schedule

39.4.1 There will be an established Salary Schedule and Hourly Rate for preschool teachers (Appendix C). All amounts are to be augmented by the same % COLA added to other FUDTA bargaining unit schedules for 1997-98 and 1996-97 Deficit Reduction % increase.

39.5 Work Year

39.5.1 The work year for State Preschool, Preschool Enrichment Program (PEP) and Bilingual Preschool unit members shall be 182 days, according to the negotiated calendar, including 2 work days (one (1) at the beginning and one (1) at the end of the year), four (4) parent conference day: and one staff development day. Any modification of the work year shall be negotiated between the District and the Association.

39.6 Working Conditions

- 39.6.1 The District shall fully indemnify preschool teachers.
- 39.6.2 No meetings, conferences or other school business which would extend the school day shall be scheduled on election days.
- 39.6.3 The District shall reimburse teachers for damage to personal property in accordance with reimbursements for other FUDTA bargaining unit members (Article 11.11).
- 39.6.4 Every preschool teacher will be given adequate space to store necessary supplies and a private desk and work area to prepare for their work.
- 39.6.5 If a preschool teacher has a concern regarding the adequacy or cleanliness of the working space, the classroom, or the restrooms provided, the preschool teacher shall communicate those concerns to the principal or supervisor in writing. It is the principal's or supervisor's responsibility to address the issue and resolve the problem. The principal shall not delegate the responsibility to a unit member.
- 39.6.6 A preschool teacher whose work location is to be moved during the instructional year by District initiated reassignment between sites, who is given less than seven (7) calendar days notice, shall receive two (2) workdays without instructional duties for the express purpose of packing and unpacking and setting up the new room.
- 39.6.7 A unit member whose work location is to be moved during the instructional year by District-initiated reassignment within a site, who is given less than seven (7) days notice, shall meet with the administrator and a plan shall be formulated to assist in the move. One (1) work day without instructional duties for the express purpose of unpacking and setting up the new room will be provided.
- 39.6.8 Unit members in whose classes special education students are placed may be provided with inservice assistance upon request. The specific assistance shall be by mutual agreement of the unit member and the administrator.
- 39.6.9 The District shall ensure that each unit member has a key to his/her classroom, workroom, and the restroom.

39.7 Class Size

- 39.7.1 The preschool class size maximum will be as specified on the State Child Development Staff/Child Ratio (E.C. 8288). The current ratios are:
 - 1:24 teacher/child ratio
 - 1:8 adult/child ratio
- 39.7.2 These ratios shall be modified by legislative changes in preschool class size ratios.

39.8 Assignment, Transfers and Reassignment

- 39.8.1 The preschool unit member shall submit in writing by March 1 his/her preferences for work assignments for the following year to the program administrator. These preferences must be considered before assigning preschool teachers.
- 39.8.2 In April, the supervisor will give the preschool teacher his/her tentative assignment. The assignment includes both program and site. If there are to be changes after the assignment is given the program administrator will notify the preschool teacher of the change and afford the preschool teacher the opportunity to discuss the change and alternatives to the change. The unit member may appeal to the Assistant Superintendent for Human Resources.
- 39.8.3 Transfer is a voluntary request by a preschool teacher for a change in assignment between preschool programs and sites. If the transfer candidate is not selected for the vacancy, the administrator making the decision shall put the reasons for the non-selection in writing upon request or conduct a conference with the applicant upon request.
- 39.8.4 Vacancies that occur within the District shall be posted during the school year. The Association shall receive copies of all postings.

- 39.8.5 Preschool teachers who are properly credentialed for the position, and who request such, shall be interviewed by the program administrator.
- 39.8.9 If a reduction is necessary in the preschool program that reduction is accomplished as follows:
- 39.8.9.1 The District shall place excess FTE's in vacancies within the preschool programs according to certification and qualification. The District shall not save a position for any past, present, or future unit member, except as provided in this agreement (e.g. teachers on leave, etc.).
- 39.8.9.2 In order to avoid surplusing any preschool unit member, the District may create or reconfigure positions within the preschool program for excess FTE after discussing them possible assignments/positions with each affected unit member, and giving consideration to the unit member's preference for assignments and the unit member's input. The timelines in Article 39.8.2 shall be observed.
- 39.8.9.3 If surplusing is unavoidable in the preschool program, the District shall ask for K-12 credentialed volunteers to go onto the unassigned list for K-12 positions.
- 39.8.9.4 If surplusing is unavoidable in the preschool program, and no K-12 credentialed unit member (s) volunteer (s) to go onto the unassigned list for K-12 positions, the District shall surplus unit members in the following manner:
- 39.8.9.4.1 The least senior unit member (s) in the preschool program shall be surplusd unless they are the only unit member available in the preschool programs certified and qualified to teach a specific class(es) included in the programs.
- 39.8.9.4.2 Least senior unit member refers to the unit member with the worst (highest) Seniority number within the Preschool programs, as described in Article 39.8.9.8 of this agreement
- 39.8.9.5 A preschool unit member reassigned or surplusd because of program reduction shall have the right to return to the original preschool program and/or site in reverse order to that in which he/she was reassigned, provided a request for such transfer is made within one (1) year from the date he/she was reassigned or surplusd.
- 39.8.9.6 Preschool teachers who are surplusd because of program reduction according to the above procedures and who are not credentialed for K-12 but who are enrolled in a credential program and who qualify for an intern program or a credential waiver will be provided assistance in obtaining intern positions or credential waivers.
- 39.8.9.7 Preschool teachers who are surplusd because of program reduction according to the above procedures and who are not eligible for waivers or intern programs are subject to the provisions of Education Code 8366.
- 39.8.9.8 Seniority within the preschool programs shall be based on service in the preschool programs. Unit members shall be advised in writing of their employment status (temporary, probationary, permanent) and their placement on the preschool seniority list by March 1 of each year. The Association shall receive a copy of the seniority list and employment status of all preschool employees by March 1 of each year.

- 39.9 Evaluation: Evaluation shall be in accordance with Article 10, with the following exceptions:
- 39.9.1 Article 10.7 shall be replaced by: Evaluation and assessment of the effectiveness of preschool teachers shall include, but shall not necessarily be limited to, consideration of the following:
- 39.9.1.1 The provision of appropriate and varied developmental opportunities for preschool students.
 - 39.9.1.2 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities. "Proper control" and "suitable learning environment" shall be defined by mutual consent of preschool personnel in such a way as to be in agreement with District, program, and unit member objectives.
 - 39.9.1.3 Assessment of other duties normally required to be performed by preschool personnel as an adjunct to their regular assignment. (see job description)
 - 39.9.1.4 Job duties and responsibilities as mutually agreed upon by program administrator and preschool teacher as per government code, District Policy, and contract.
 - 39.9.1.5 Parent Component, including parent communication and education, parent/child interaction, and appropriate parent classroom involvement.
- 39.9.2 Article 10.12 shall be replaced with: Prior to the initial conference, evaluatees shall have developed and recorded on the forms provided by the District at least two but no more than three mutually agreed upon objectives. The evaluator and the evaluatee shall sign a copy of the mutually agreed upon objectives within five working days after the initial conference. These performance objectives shall be in any combination in the areas of Developmental Opportunities for Students, Environmental and Professional. The competency of the unit member shall be assessed as it reasonably relates to:
- 39.9.2.1 The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
 - 39.9.2.2 The provision of appropriate and varied learning.
 - 39.9.2.3 Establishing and maintaining effective parental involvement.
- 39.9.3 References to "Certificated Employee" in Article 10 shall for the purposes of this article be understood by the parties to refer to preschool teacher unit members as defined in this article.
- 39.9.4 Evaluation forms for preschool unit members as defined in this article shall be placed in Article 10. Forms w28-0544 (notice of evaluation), w26-0525 (mid-year conference summary) shall be as listed in Article 10. Forms w26-0864 (classroom observation) and w26-0863 (evaluation form) shall be as modified for preschool teachers and shall also be included at the end of Article 10.
- 39.10 Health and Welfare Benefits
- 39.10.1 Preschool teachers shall be able to participate in the District's 125 plan to purchase health and welfare benefits through the plans offered by the District.
 - 39.10.2 Effective as soon as practicable, all preschool unit members shall be covered by the FUDTA Long Term Disability as other bargaining unit members.

39.11 Leaves

- 39.11.1 General leave provisions shall be in accordance with Article 8.1.
- 39.11.2 Effective January 25, 1997, Personal Illness/Injury Leave shall be 10 days per year (40 hours). If not used at the end of the year, it will be paid in a lump-sum payment to the unit member at the per diem rate. The District shall provide all pre-school unit members with monthly written reports of their sick leave status detailing sick leave hours deducted in each pay period.
- 39.11.3 Personal Illness Leave (Worker's Compensation) shall be in accordance with Article 8.3.
- 39.11.4 Special Leave shall be 2 days per year in accordance with Article 8.4.
- 39.11.5 Bereavement Leave shall be in accordance with Article 8.5.
- *39.11.6 Personal Leave shall be in accordance with Articles 8.6.1 and 8.6.2
- 39.11.7 Jury Duty and Court Witness Leave shall be in accordance with Article 8.7.
- 39.11.8 Professional Leave shall be in accordance with Articles 8.3 and 8.10.
- 39.11.9 Maternity Leaves shall be in accordance with Article 8.11.
- 39.11.10 Child and Family Care Leave shall be in accordance with Article 8.12.
- 39.11.11 Military Leave shall be in accordance with Article 8.13.
- 39.11.12 Personal Necessity Leave shall be in accordance with Article 8.14.
- 39.11.13 Paternity/Adoption Leave shall be in accordance with Article 8.15.
- 39.11.14 Preschool unit members shall be eligible for Catastrophic Leave.
- 39.11.15 Preschool unit members shall be eligible for Sick Leave Bank (Article 8.17).
- 39.11.16 Preschool unit members shall be granted all rights and protections in Article 8.18.

39.12 Temporary Contracts

- 39.12.1 By December 1, and again by March 30, the District and the Association shall review the number of preschool unit members on temporary contracts to ascertain compliance with Education Code.

- *39.13 The Fremont Preschool Program receives a COLA for operating expenses separate from that of Fremont Unified School District. State law does not permit FUSD to augment funding to the Preschool Programs for on-going operational expenses.

In any year in which the difference between the FUSD COLA and the Preschool COLA is greater than 10% of the Preschool COLA, FUDTA and the Preschool Administration will enter into a discussion about the impact this difference causes. This discussion may lead to impact bargaining.

ARTICLE 40: NURSES

- 40.1 Nurses are covered by the following Articles: Article 1 Agreement, Article 2 Recognition, Article 3 Association Rights, Article 4 District Rights, Article 5 Professional Organization, Dues/Agency Fees, Payroll Deduction, Article 6 Grievance Procedure, Article 8 Leaves, Article 10 Evaluation, Article 11 Working Conditions, Article 12 Class Size, Article 13 Unit Member Safety and Protection, Article 14 Travel, Article 15 Medical Examinations, Article 16 Temporary Unit Members, Article 17 Part-time Employment/Full Retirement Credit, Article 18 Shared Classroom Assignments, Article 19 Substitutes, Article 21 General, Article 23 Fringe Benefits, Article 24 Salary, Article 25 Negotiation Procedure, Article 26 Completion of Meet and Negotiation, Article 29 Personnel Files, Article 30 Complaints, Article 33 Academic Freedom, Article 35 Shared Site-Based Decision Making, Article 36 Special Education, Article 37 Multiculturalism.
- 40.2 Nurses sometimes work off campus on school-related business such as meeting with the Department of Public Health, Child Protective Services, private health care workers, parents, and community school resources. Working off campus must be authorized by the Director of Personnel Services.
- 40.2.1 School Nurses work as a team under the Office of Pupil Services. This office will coordinate with the nurses to organize their work assignments to best meet the needs of all students.
- 40.3 Nursing duties are assigned and balanced for School Nurses by the Director of Pupil Services after collaboration with the nurses.
- 40.4 Nurses are service providers and trainers with specialized skills who assist all personnel with health-related issues.
- 40.4.1 Nurses, in addition to their regular duties, also respond to calls and emergencies regarding the health of all students.
- 40.5 Nurses work a 187-day work year. Nurses have the option of working up to ten (10) days before the first day of reporting, in exchange for up to ten (10) non-working days during the school year. The ten days may be used for CPR training, providing District-wide or site staff development, trainings at a school site, or for other additional duties which fit under the description of nurses' essential duties, or for meeting the health and safety needs of the students. The compensatory days can be taken at the individual nurse's discretion with mutual agreement of the nurse and the Director of Pupil Services. Compensatory days must be taken during the current school year only.
- 40.5.1 The nurse work year shall include all District and legal holidays.
- 40.6 Hours: Nurses are paid on the teachers' salary schedule and work a similar day.
- 40.6.1 Nurses may work a flexible day to provide services and complete their duties efficiently. Nurses do not have a specific preparation time. They are responsible for developing their own daily schedules. Such schedules shall provide adequate time for preparation, break time, and duty free lunch. Schedules are to be approved by the Director of Pupil Services.
- 40.6.2 Nurses attend nurses' meetings. They are not required to attend site-level staff meetings, Back-to-School Night, or Open House.
- 40.6.3 Nurses do not supervise students in a classroom or on the yard.
- 40.6.4 Since nurses are not assigned to one specific school site, they are not required to do 40-hour duty or additional required time as defined in Article 7.3

- 40.7 Site Principals shall provide nurses with adequate workspace for the performance of their duties. This includes workspace for student testing, parent meetings, and performance of regular duties. This space shall be located within a reasonable distance to the school office.
 - 40.7.1 School Nurses shall have a private workspace with a phone.
 - 40.7.2 School Nurses shall be provided with a desk or workstation to perform their duties at each site.
 - 40.7.3 School Nurses shall have access to a locking file cabinet and a computer at each site.
 - 40.7.4 School Nurses shall be provided with updated laptop computers. These laptop computers are provided for maintaining files, forms and daily communication.
 - 40.7.5 Files, equipment, and health education materials which are shared among the nurses shall be stored at the District office.
- 40.8 Nurses responsible for the implementation of a student's IEP or 504 plan shall have the right to be involved in the development of the plan.
- 40.9 Nurse staffing is covered by Article 11.12 and 12.12. Ten inclusive of general education and Specialized Physical Health Care.
- 40.10 Specialized physical health care procedures: See Article 13.13.
- 40.11 School Nurses are evaluated by the Director of Pupil Services. Timelines are outlined in Article 10.
- 40.12 When nurses are needed for Summer School they shall be selected using the process outlined in Article 34.

Appendix A1

**FREMONT UNIFIED SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULE**

Effective 7/1/05 (04/05 x 4.29%)				
STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$49,275.00	\$50,959.00	\$52,644.00	\$54,331.00
2	\$50,959.00	\$52,644.00	\$54,331.00	\$56,018.00
3	\$52,644.00	\$54,331.00	\$56,018.00	\$57,704.00
4	\$54,331.00	\$56,018.00	\$57,704.00	\$59,389.00
5	\$56,018.00	\$57,704.00	\$59,389.00	\$61,078.00
6	\$57,704.00	\$59,389.00	\$61,078.00	\$62,765.00
7	\$59,389.00	\$61,078.00	\$62,765.00	\$64,450.00
8	\$61,078.00	\$62,765.00	\$64,450.00	\$66,136.00
9	\$62,765.00	\$64,450.00	\$66,136.00	\$67,823.00
10	\$64,450.00	\$66,136.00	\$67,823.00	\$69,510.00
11	\$66,136.00	\$67,823.00	\$69,510.00	\$71,195.00
12		\$69,510.00	\$71,195.00	\$72,880.00
13			\$72,880.00	\$74,566.00
14				\$76,251.00
15				\$76,251.00
16				\$77,938.00
17				\$77,938.00
18				\$79,626.00
19				\$79,626.00
20				\$81,311.00
21				\$81,311.00
22				\$82,998.00
23				\$82,998.00
24				\$84,685.00
25				\$84,685.00
26				\$86,370.00
27				\$86,370.00
28				\$88,056.00
29				\$89,743.00

NOTE: The District DOES NOT provide a separate allocation for insurance fringe benefits. As of 1/1/97 that money was incorporated into the salary schedule. (See Article 23 of the FUDTA Agreement)

Masters Degree – 3% in addition to placement on the schedule
 Doctors Degree – 3% in addition to placement on the schedule, plus Masters.

Hourly - \$35.12 per hour Adult Hourly – See published schedule

Steps A & B are no longer applicable; they have been combined with Step C
 MAXIMUM OF 5 YEARS EXPERIENCE CREDIT ALLOWED PER CONTRACT

Appendix A2

**FREMONT UNIFIED SCHOOL DISTRICT
COUNSELORS' SALARY SCHEDULE**

Effective 7/1/05 (04/05 x 4.29%)				
STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$52,631.00	\$54,456.00	\$56,285.00	\$58,110.00
2	\$54,456.00	\$56,285.00	\$58,110.00	\$59,941.00
3	\$56,285.00	\$58,110.00	\$59,941.00	\$61,766.00
4	\$58,110.00	\$59,941.00	\$61,766.00	\$63,593.00
5	\$59,941.00	\$61,766.00	\$63,593.00	\$65,422.00
6	\$61,766.00	\$63,593.00	\$65,422.00	\$67,247.00
7	\$63,593.00	\$65,422.00	\$67,247.00	\$69,078.00
8	\$65,422.00	\$67,247.00	\$69,078.00	\$70,905.00
9	\$67,247.00	\$69,078.00	\$70,905.00	\$72,730.00
10	\$69,078.00	\$70,905.00	\$72,730.00	\$74,557.00
11	\$70,905.00	\$72,730.00	\$74,557.00	\$76,382.00
12		\$74,557.00	\$76,382.00	\$78,211.00
13			\$78,211.00	\$80,038.00
14				\$81,865.00
15				\$81,865.00
16				\$83,694.00
17				\$83,694.00
18				\$85,521.00
19				\$85,521.00
20				\$87,344.00
21				\$87,344.00
22				\$89,177.00
23				\$89,177.00
24				\$91,002.00
25				\$91,002.00
26				\$92,831.00
27				\$92,831.00
28				\$94,656.00
29				\$96,485.00

NOTE: The District DOES NOT provide a separate allocation for insurance fringe benefits. As of 1/1/97 that money was incorporated into the salary schedule. (See Article 23 of the FUDTA Agreement)

Masters Degree – 3% in addition to placement on the schedule
 Doctors Degree – 3% in addition to placement on the schedule, plus Masters.

Steps A & B are no longer applicable; they have been combined with Step C

MAXIMUM OF 5 YEARS EXPERIENCE CREDIT ALLOWED PER CONTRACT

Appendix A3

**FREMONT UNIFIED SCHOOL DISTRICT
PROGRAM SPECIALISTS' SALARY SCHEDULE**

Effective 7/1/05 (04/05 x 4.29%)				
STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$61,231.00	\$63,400.00	\$65,574.00	\$67,743.00
2	\$63,400.00	\$65,574.00	\$67,743.00	\$69,917.00
3	\$65,574.00	\$67,743.00	\$69,917.00	\$72,086.00
4	\$67,743.00	\$69,917.00	\$72,086.00	\$74,256.00
5	\$69,917.00	\$72,086.00	\$74,256.00	\$76,429.00
6	\$72,086.00	\$74,256.00	\$76,429.00	\$78,601.00
7	\$74,256.00	\$76,429.00	\$78,601.00	\$80,774.00
8	\$76,429.00	\$78,601.00	\$80,774.00	\$82,944.00
9	\$78,601.00	\$80,774.00	\$82,944.00	\$85,116.00
10	\$80,774.00	\$82,944.00	\$85,116.00	\$87,287.00
11	\$82,944.00	\$85,116.00	\$87,287.00	\$89,457.00
12		\$87,287.00	\$89,457.00	\$91,628.00
13			\$91,628.00	\$93,800.00
14				\$95,969.00
15				\$95,969.00
16				\$98,143.00
17				\$98,143.00
18				\$100,312.00
19				\$100,312.00
20				\$102,484.00
21				\$102,484.00
22				\$104,698.00
23				\$104,698.00
24				\$106,829.00
25				\$106,829.00
26				\$108,996.00
27				\$108,996.00
28				\$111,170.00
29				\$113,341.00

NOTE: The District DOES NOT provide a separate allocation for insurance fringe benefits. As of 1/1/97 that money was incorporated into the salary schedule. (See Article 23 of the FUDTA Agreement)

Masters Degree – 3% in addition to placement on the schedule
 Doctors Degree – 3% in addition to placement on the schedule, plus Masters.

Steps A & B are no longer applicable; they have been combined with Step C

MAXIMUM OF 5 YEARS EXPERIENCE CREDIT ALLOWED PER CONTRACT

Appendix A4

FREMONT UNIFIED SCHOOL DISTRICT
PSYCHOLOGISTS' SALARY SCHEDULE

Effective 7/1/05 (04/05 x 4.29%)				
STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$55,098.00	\$57,026.00	\$58,952.00	\$60,877.00
2	\$57,026.00	\$58,952.00	\$60,877.00	\$62,803.00
3	\$58,952.00	\$60,877.00	\$62,803.00	\$64,731.00
4	\$60,877.00	\$62,803.00	\$64,731.00	\$66,657.00
5	\$62,803.00	\$64,731.00	\$66,657.00	\$68,582.00
6	\$64,731.00	\$66,657.00	\$68,582.00	\$70,510.00
7	\$66,657.00	\$68,582.00	\$70,510.00	\$72,434.00
8	\$68,582.00	\$70,510.00	\$72,434.00	\$74,362.00
9	\$70,510.00	\$72,434.00	\$74,362.00	\$76,287.00
10	\$72,434.00	\$74,362.00	\$76,287.00	\$78,215.00
11	\$74,362.00	\$76,287.00	\$78,215.00	\$80,139.00
12		\$78,215.00	\$80,139.00	\$82,065.00
13			\$82,065.00	\$83,990.00
14				\$85,916.00
15				\$85,916.00
16				\$87,844.00
17				\$87,844.00
18				\$89,768.00
19				\$89,768.00
20				\$91,695.00
21				\$91,695.00
22				\$93,621.00
23				\$93,621.00
24				\$95,547.00
25				\$95,547.00
26				\$97,473.00
27				\$97,473.00
28				\$99,400.00
29				\$101,326.00

NOTE: The District DOES NOT provide a separate allocation for insurance fringe benefits. As of 1/1/97 that money was incorporated into the salary schedule. (See Article 23 of the FUDTA Agreement)

Masters Degree – 3% in addition to placement on the schedule
 Doctors Degree – 3% in addition to placement on the schedule, plus Masters.

Steps A & B are no longer applicable; they have been combined with Step C

MAXIMUM OF 5 YEARS EXPERIENCE CREDIT ALLOWED PER CONTRACT

Appendix B

**FREMONT UNIFIED SCHOOL DISTRICT
2004-2005 ADULT SCHOOL SALARY SCHEDULE
Effective 7/1/05 (04/05 x 4.29%)**

STEP	HOURS	COLUMN A	COLUMN B	COLUMN C
		(Less than 13 hrs/wk) (13 - 29.999 hrs/wk) (30 hrs/wk + over)		
1	0-1200	\$35.39	\$37.15	\$39.00
2	1201-2400	\$37.15	\$39.00	\$41.03
3	2401-13,999	\$39.00	\$41.03	\$43.19
4	14,000-15,999	\$41.03	\$43.19	\$45.48
5	16,000+	\$43.19	\$45,48	\$47.50

ADULT SCHOOL SALARY SCHEDULE WITH 5.8% FRINGE

1	0-1200	\$37.44	\$39.31	\$41.27
2	1201-2400	\$39.31	\$41.27	\$43.41
3	2401-13,999	\$41.27	\$43.41	\$45.69
4	14,000-15,999	\$43.41	\$45.69	\$48.12
5	16,000+	\$45.69	\$48,12	\$50.26

Appendix C

**FREMONT UNIFIED SCHOOL DISTRICT
PRESCHOOL TEACHER SALARY SCHEDULE'
Effective 7/1/05 (04/05 x 4.29%)**

PER DIEM HOURLY	\$35.48
PER DIEM DAILY	\$141.91
ANNUAL	\$25,826.62
EXTRA DUTY HOURLY	\$26.59

***PER DIEM HOURLY X 4 HRS = PER DIEM DAILY**

***PER DIEM DAILY X 182 DAYS = ANNUAL SALARY**

Appendix D

**FREMONT UNIFIED SCHOOL DISTRICT
SUBSTITUTE TEACHER SALARY SCHEDULE
EFFECTIVE 7/1/05 (04/05 x 4.29%)**

DAY-TO-DAY SUBSTITUTE TEACHER RATE	\$134.67/DAY
LONG TERM SUBSTITUTE TEACHER RATE	\$171.89/DAY
OPEN/CLOSE SUBSTITUTE TEACHER RATE	\$171.89/DAY
EMERGENCY SUBSTITUTE TEAM RATE	\$171.89/DAY

CUMULATIVE INCENTIVE PAY SCHEDULE:

<u>A</u>	<u>B</u>	<u>C</u>
.5 - 60 DAYS	60.5 - 120 DAYS	120.5 + DAYS
\$134.67	\$141.41	\$154.87

Appendix E
FREMONT UNIFIED SCHOOL DISTRICT
COACHING ACTIVITIES AND EXTRA DUTY COMPENSATION
 Effective 7/1/05 (04/05 x 4.29%)

	Column A	Column A	Column B	Column B	Column C	Column C
VARSETY	Pay	Head Pay	Pay	Head Pay	Pay	Head Pay
Football (2)	2305	2,558	2,614	2,903	2,745	3,110
Cross Country (1)		1,766		2,003		2,104
Wrestling (1)		2,407		2,730		2,922
Soccer (2)		2,152		2,439		2,550
Basketball (2)		2,558		2,904		3,110
Baseball (1)		2,558		2,904		3,110
Softball (1)		2,558		2,904		3,110
Track (3)	2,152	2,407	2,439	2,730	2,560	2,922
Tennis (2)		1,766		2,003		2,104
Badminton (1)		1,766		2,003		2,104
Volleyball (2)		2,383		2,703		2,893
Swimming (2)		2,407		2,730		2,922
Water Polo (2)		2,130		2,415		2,535
Golf (2)		1,043		1,251		1,460
Gymnastics	2,150	2,407	2,439	2,730	2,560	2,922
JUNIOR VARSITY						
Football (1)	2,305		2,614		2,745	
Basketball (2)	2,305		2,614		2,745	
Baseball (1)	2,282		2,587		2,719	
Softball (1)	2,282		2,587		2,719	
Soccer (2)	1,748		1,984		2,083	
Volleyball (2)	1,748		1,984		2,083	
FROSH *						
Football (2)	1,748		1,984		2,083	
JUNIOR HIGH						
League Sport	842		899		946	
HIGH SCHOOL						
Year Book	1,685		1,803		1,893	
Newspaper	1,685		1,803		1,893	
Drama	1,685		1,803		1,893	
Music-Instrumental	1,685		1,803		1,893	
Music-Vocal	1,685		1,803		1,893	
Interscholastic						
Debate/Spirit Group	1,685		1,803		1,893	
JR HIGH SCHOOL						
Yearbook	562		601		631	
Newspaper	582		601		631	
Drama	562		601		831	
Music	562		601		631	
Spirit Group	562		601		631	
ELEMENTARY						
Drama	281		301		316	
Music	281		301		316	
STIPENDS						
Athletic Director Stipend					6,158	
Activity Director Stipend					6,158	
Bilingual Stipend					1,112	

*By agreement with FUDTA, all salary cells for coaching activities and extra duty compensation have been rounded up to the next dollar value.
 Individuals who continue from year to year with Coaching, Activities, or Jr. High Scholastic League Sports without a break in service shall progress from Column A to B to C. *(Boys Frosh Basketball is not an authorized sport for pay purposes.)

FREMONT UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2004 - 2005

- School Not In Session
- Legal/Board Recess
- △ CSEA/790 Holiday
- ◇ Teacher Workday
- ◇* Teacher Staff Development Day

Month	Calendar Grid	Notes	Register Month																																																	
July - 2004	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<p>July 5 - July 4th Holiday Aug. 30 - Staff Development Day Aug. 31 - Teacher Work Day</p>	<p>SIXTH REGISTER MONTH Jan. 31 - Feb. 25 Days Taught - 19 Jan 31 - First day of Semester Jan. 17- Martin Luther King Jr. Day Feb. 21 - PRESIDENTS' DAY</p>							
S	M	T	W	T	F	S																																														
				1	2	3																																														
4	5	6	7	8	9	10																																														
11	12	13	14	15	16	17																																														
18	19	20	21	22	23	24																																														
25	26	27	28	29	30	31																																														
August - 2004	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p>FIRST REGISTER MONTH Sept. 1 - Sept. 24 Days Taught - 17 Sept. 1 - First Day of School Sept. 6 - Labor Day</p>	<p>SEVENTH REGISTER MONTH Feb. 28 - Mar. 25 Days Taught - 19 Mar. - 11 End of 2nd Trimester K-6 Days Taught - 57 Mar. 28 - Apr. 1 - SPRING VACATION Mar. 25 - School Not In Session Good Friday Staff Development Day</p>							
S	M	T	W	T	F	S																																														
1	2	3	4	5	6	7																																														
8	9	10	11	12	13	14																																														
15	16	17	18	19	20	21																																														
22	23	24	25	26	27	28																																														
29	30	31																																																		
September - 2004	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			<p>SECOND REGISTER MONTH Sept. 27 - Oct. 22 Days Taught - 20</p>	<p>EIGHTH REGISTER MONTH Mar. 28 - Apr. 22 Days Taught - 15 April 15 - End of 3rd Quarter 7-12 Days Taught - 47</p>							
S	M	T	W	T	F	S																																														
			1	2	3	4																																														
5	6	7	8	9	10	11																																														
12	13	14	15	16	17	18																																														
19	20	21	22	23	24	25																																														
26	27	28	29	30																																																
October - 2004	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							<p>THIRD REGISTER MONTH Oct. 25 - Nov. 19 Days Taught - 18 Nov. 5 - End of 1st Quarter 7-12 Days Taught - 47 Dec. 3 - End of 1st Trimester K-6 Days Taught - 61 Nov. 11 - VETERANS' DAY Nov. 12 - Staff Development Day Nov. 22 & 23 - Teacher Workdays Nov. 24, 25, 26 - THANKSGIVING BREAK</p>	<p>NINTH REGISTER MONTH Apr. 25 - May 20 Days Taught - 20 May 30 - MEMORIAL DAY</p>
S	M	T	W	T	F	S																																														
					1	2																																														
3	4	5	6	7	8	9																																														
10	11	12	13	14	15	16																																														
17	18	19	20	21	22	23																																														
24	25	26	27	28	29	30																																														
31																																																				
November - 2004	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					<p>FOURTH REGISTER MONTH Nov. 22 - Dec. 17 Days Taught - 15 Dec. 20 - Dec. 31 - WINTER BREAK</p>	<p>TENTH REGISTER MONTH May 23 - June 16 Days Taught - 18 June 16 - LAST DAY OF SCHOOL June 16 - End of 4th Quarter 7-12 Days Taught - 43 June 16 - End of 2nd Semester 7-12 Days Taught - 90 June 16 - End of 3rd Trimester K-6 Days Taught - 62 June 17 - Teacher Workday</p>							
S	M	T	W	T	F	S																																														
	1	2	3	4	5	6																																														
7	8	9	10	11	12	13																																														
14	15	16	17	18	19	20																																														
21	22	23	24	25	26	27																																														
28	29	30																																																		
December - 2004	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<p>FIFTH REGISTER MONTH Jan. 3 - Jan. 28 Days Taught - 19 Jan. 28 - End of 2nd Quarter 7-12 Days Taught - 43 Jan. 28 - End of 1st Semester 7-12 Days Taught - 90</p>	<p>JUNE REGISTER MONTH Jan. 31 - Feb. 25 Days Taught - 19 Jan 31 - First day of Semester Jan. 17- Martin Luther King Jr. Day Feb. 21 - PRESIDENTS' DAY</p>							
S	M	T	W	T	F	S																																														
				1	2	3																																														
4	5	6	7	8	9	10																																														
11	12	13	14	15	16	17																																														
18	19	20	21	22	23	24																																														
25	26	27	28	29	30	31																																														

*Calendar agrees with article 22
 Jim Gessert 3/18/04
 dawleen 3/18/04*

DG/hh 3/04

APPENDIX G

**FREMONT UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL CALENDAR
2005 - 2006**

- School Not In Session
- Legal/Board Recess
- Teacher Workday
- *Teacher Staff Development Day

July - 2005

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August - 2005

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September - 2005

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October - 2005

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November - 2005

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December - 2005

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 4 - Independence Day

FIRST REGISTER MONTH
Aug. 29 - Sept. 23
Days Taught - 17
Aug 29 Staff Develop Day
Aug 30 Teacher Work Day

SECOND REGISTER MONTH
Sept. 29 - Oct 21
Days Taught - 20
Aug 31 First Day of School
Sep 5 Labor Day

THIRD REGISTER MONTH
Oct. 24 - Nov. 18
Days Taught - 19
Nov. 11 Veterans Day
Nov 21 Teacher Work Day
Nov 22 Teacher Work Day
Nov 24 Thanksgiving

FOURTH REGISTER MONTH
Nov. 21 - Dec. 16
Days Taught - 15
Dec 25 Christmas Day

January - 2006

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February - 2006

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March - 2006

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April - 2006

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May - 2006

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June - 2006

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FIFTH REGISTER MONTH
Dec. 19 - Jan. 13
Days Taught - 10

Jan 1 New Year's Day
Jan 16 Martin Luther King

SIXTH REGISTER MONTH
Jan. 16 - Feb. 10
Days Taught - 19

Feb 13 Staff Develop Day
Feb 20 Presidents Day

SEVENTH REGISTER MONTH
Feb. 13 - Mar. 10
Days Taught - 18

EIGHTH REGISTER MONTH
Mar. 13 - Apr. 7
Days Taught - 20

April 14 Good Friday
April 16 Easter

NINTH REGISTER MONTH
Apr. 10 - May. 5
Days Taught - 14

TENTH REGISTER MONTH
May 8 - June 2
Days Taught - 19

May 29 Memorial Day

ELEVENTH REGISTER MONTH
June 5 - June 15
Days Taught - 9

June 15 Last Day of School
June 16 Teacher Work Day

*calendar agrees with Article 22
dpawlesic 3/18/04
Tom Seppert 3/18/04*

FREMONT UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2006 - 2007

- School Not In Session
- ◊ Teacher Workday
- ◻ Legal/Board Recess
- ◊* Teacher Staff Development Day

July - 2006

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August - 2006

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September - 2006

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October - 2006

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November - 2006

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December - 2006

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 4 - Independence Day

FIRST REGISTER MONTH
Aug. 28 - Sept. 22
Days Taught - 17

Aug 28 Staff Develop Day
Aug 29 Teacher Work Day

SECOND REGISTER MONTH
Sept. 25 - Oct 20
Days Taught - 20

Sept. 4 Labor Day

THIRD REGISTER MONTH
Oct. 20 - Nov. 17
Days Taught - 19

Nov. 11 Veterans Day

Nov 20 Teacher Work Day
Nov 21 Teacher Work Day

Nov 23 Thanksgiving

FOURTH REGISTER MONTH
Nov. 20 - Dec. 15
Days Taught - 15

Dec 25 Christmas Day

January - 2007

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February - 2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March - 2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April - 2007

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May - 2007

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June - 2007

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FIFTH REGISTER MONTH
Dec. 18 - Jan. 12
Days Taught - 10

Jan 1 New Year's Day

Jan 15 Martin Luther King

SIXTH REGISTER MONTH
Jan. 15 - Feb. 9
Days Taught - 19

Feb 12 Staff Develop Day
Feb 19 Presidents Day

SEVENTH REGISTER MONTH
Feb. 12 - Mar. 4
Days Taught - 18

EIGHTH REGISTER MONTH
Mar. 12 - Apr. 6
Days Taught - 19

April 6 Good Friday
April 15 Easter

NINTH REGISTER MONTH
Apr. 9 - May. 4
Days Taught - 15

TENTH REGISTER MONTH
May 8 - June 2
Days Taught - 19

May 28 Memorial Day

ELEVENTH REGISTER MONTH
June 4 - June 14
Days Taught - 9

June 14 Last Day of School
June 15 Teacher Work Day

*Calendar agrees with article 22
Dawson 3/18/04
Dm Stewart 3/18/04*

**APPENDIX I
EMPLOYMENT CONTRACTS**

<u>Contract</u>	<u>Page</u>
Temporary Certificated Employment Contract.....	170
Probationary Certificated Employment Contract.....	172
Provisional/Emergency Certificated Employment Contract.....	173
Categorical/Certificated Employment Contract	175
Non-District Intern Certificated Employment Contract	177
Adult School Quarterly Employment Contract	179

FREMONT UNIFIED SCHOOL DISTRICT
Fremont California

TEMPORARY CERTIFICATED EMPLOYMENT CONTRACT

DATE _____

NAME _____

You are hereby notified that the Board of Education of the Fremont Unified School District ("District") offers you employment as a temporary certificated employee to the conditions set forth below.¹

POSITION _____ FTE _____ SCHOOL _____

The following conditions of employment have been determined by the Board of Education and are hereby expressly made a part of this offer of employment and the contract, if any, resulting therefrom:

1. Your compensation will be at Step/Column _____ on salary schedule Board adopted on 07/01/04
- _____ 2. Your temporary services for the 05/06 school year beginning on 06/29/05 and ending 06/16/06 may be terminated under the following circumstances.
 - a. At the pleasure of the Board of Education prior to serving during this school year at least 75 percent of the number of days the regular schools of the District are maintained; or
 - b. After serving during this school year the number of days set forth in "a" above, the District notifies you before the end of the school year of its decision not to reelect you for the next succeeding year; or
 - c. Loss, surrender or other failure to obtain or retain any credential (without advance written District permission.)

This is an offer of employment as a temporary employee as defined in paragraph 4, below. Satisfactory /acceptable performance, as determined by the Governing Board/designee, is a material term of this contract.

3. You will be required to render service during the school year as the Board of Education of the school District may direct. (The school year is defined as all the scheduled teaching and work days as adopted by the Board of Education.)
4. Subject to acceptance of this offer and Board of Education ratification as set forth in paragraph 8, you are hereby classified by the Board of Education as a temporary employee pursuant to Education Code sections 44919 and/or 44920.
- _____ 5. By accepting this offer, you specifically acknowledge and understand that this offer does not establish any right to probationary or permanent employment status. Employee further acknowledges that the District may terminate the temporary employment on any basis specified in paragraph 2 above, with out any obligation to provide a statement of reasons, evidence of cause, or a right of a hearing. Employee further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
6. Credential(s) Held: By accepting this offer, you represent that you possess the following credentials authorizing service in California schools and have registered each with the Alameda County Superintendent of school. The credentials are:

¹All references in this offer of employment to "Employee" shall refer to you as a candidate for temporary employment.

Type

Expires

- 1. _____
- 2. _____
- 3. _____

- _____
- _____
- _____

District specifically relies on these representations as to "Credentials Held" in hiring Employee to serve on a temporary basis as a certificated employee. Employee understands that if he/she does not hold and have the credentials indicated above that his contract is null and void and your services will be terminated.

- 7. This offer of employment is made subject to the laws of California and to lawful rules of the State Board of Education and of the Board of Education of the District affecting the terms and conditions of employment by governing boards of schools districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, as though they had been expressly set forth herein.
- 8. This offer of employment and your acceptance of the offer will result in a contract of temporary employment with the school district upon the action of the Board of Education ratifying and confirming the same.
- 9. This agreement may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties, and attached to this agreement.

Signed: _____

Douglas M. Gephart
Associate Superintendent Human Resources

ACCEPTANCE OF OFFER

I accept the above offer of employment as a temporary certificated employee and the terms and conditions thereof and will report for duties as directed. I understand that assignment to a particular school or department is at the discretion of the District. I hereby affirm that I have not entered into a contract of employment which in any way conflicts with my acceptance of this agreement. I affirm that I hold and have on file or registered in the Office of the Alameda County Superintendent of Schools the credential(s) as represented above, authorizing me serve in my assigned position and that I will not let such credentials or recordings expire during the term of this agreement.

Date

Candidate Signature

~ FOR YOUR INFORMATION ~

The District's temporary teachers are part of the Fremont Unified Teachers' Association collective bargaining unit. You may obtain a copy of the collective bargaining agreement between the District and the Fremont Unified Teachers' Association from the Certificated Personnel Office.

PROBATIONARY CERTIFICATED EMPLOYMENT CONTRACT

NAME _____ DATE _____

You are hereby notified that at a meeting of the Board of Education of the Fremont Unified School District you were elected to serve as follows:

POSITION _____ FTE _____ SCHOOL _____

The following conditions of employment have been determined by the Board of Education and are hereby expressly made a part of the contract:

1. Your basic annual salary for the school year in the above named position will be as follows subject to the provisions of the salary schedule adopted by board. **Salary will be changed upon verification of units beyond the B. A. Degree and verification of full time experience pursuant to the Contract.**

Step/Column _____ on salary schedule Board adopted on 7/01/04

2. Your services in the above named position will begin 08/29/05
3. You will be required to render service in the above named position for such length of time during the school year as the governing board of the school district may direct.
4. You are hereby classified by the Board as a probationary employee subject to the acceptance of this offer.
5. This offer of employment is made subject of the laws of California and to lawful rules of the State Board of Education and of the governing Board of the above named school district affecting the terms and conditions of employment of governing boards of school districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

Signed: _____

Douglas M. Gephart
Associate Superintendent Human Resources

ACCEPTANCE OF PROBATIONARY CONTRACT OFFER

1. I hereby accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I either hold and have on file or registered in the office of the County Superintendent of Schools of Alameda County, or I am in the process of obtaining and will file in said office before the date of my actual service to the District begins, the following credentials or certificates authorizing me to serve in the capacity stipulated in this contract

CREDENTIAL _____

2. I understand and agree that in the event I am unable to obtain an authorized credential and CLAD/BCLAD certification before the date my actual service to the District is to begin this contract will become null and void.
3. I understand and agree that failure by me to retain all my credentials in effect that were in effect when I began initial service may, at the sole discretion of the District, be deemed and treated by the District as my resignation of all employment relationships with the District.
4. I declare under penalty of perjury that I will not be under contract with another District as of the effective date of this contract, and I agree that this contract will be null and void should I continue a contract with another District.

Date

Candidate Signature

FREMONT UNIFIED SCHOOL DISTRICT
Fremont, California

PROVISIONAL/EMERGENCY CERTIFICATED EMPLOYMENT CONTRACT

NAME _____ DATE _____

You are hereby notified that the Board of Education of the Fremont Unified School District ("District") offers you employment as a certificated employee under a provisional/emergency permit (hereafter referred to as "provisional employment").¹

POSITION _____ FTE _____ SCHOOL _____

The following conditions of employment have been determined by the Board of Education and are hereby expressly made a part of the contract:

1. Your compensation will be at Step/Column _____ on salary schedule Board adopted on 07/01/04
- _____ 2. Your provisional employment for the 05/06 school year beginning on 06/29/05 and ending 06/16/06, or the earliest of the following to occur:
 - a. Notification by the District that the **provisional** employment hereunder is terminated for failure to render satisfactory or acceptable service; or
 - b. Notification by the District that the need for the **provisional** assignment no longer exists; or
 - c. Loss, surrender or other failure to obtain or retain any permit(s) (without advance written District permission.)
3. Subject to employee acceptance of this offer and Board of Education ratification, you will be classified by the Board of Education as a **provisional** employee pursuant to Education Code section 44911.
- _____ 4. Employee specifically acknowledges that this contract does not establish any right to probationary or permanent employment status. However, upon obtaining a clear credential, the District may, subject to Board approval, offer you probationary employment. Employee further acknowledges that prior to obtaining a clear credential the District may terminate the **provisional** employment on any basis specified in section 2 above, without any obligation to provide a statement of reasons, evidence of cause, or a right of a hearing. Employee further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement, unless the Employee has received a clear credential, in which case reemployment is governed by the terms of this agreement.
5. **Permit(s) Held:** By accepting this offer, you represent that you possess the following permit(s) in (a) below, authorizing service in the District's programs as identified in have registered each with the Alameda County Superintendent of school. The permit(s) are:
 - a. Permit(s) Held: _____
 - b. Service Authorized in the following program(s): _____

District specifically relies on these representations as to "Permit(s) Held" in hiring Employee to serve on a **provisional** basis as a certificated employee. Employee understands that if he/she does not hold and have the permit(s) indicated above that his contract is null and void. The District further relies on Employee's representation that he/she is currently working toward obtaining a clear credential as described above.

¹All references in this offer of employment to "Employee" shall refer to you as a candidate for **provisional/emergency** certificated employment.

- a. The parties expressly agree that Employee must take and pass both CBEST and any District-prescribed proficiency test. No employment under this agreement may continue beyond the date of notification the Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either type of failure, this agreement shall automatically terminate and Employee will no longer be employed by the District.
- b. This offer of employment is made subject to the laws of California and to rules and regulations of the State Board of Education and of the Board of Education of the District, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. It is understood that the use of the word "provisional" in this agreement refers in all cases to **provisional** employment under the California Education Code, section 44911
- c. This agreement may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties, and attached to this agreement.

Signed: _____
 Douglas M. Gephart
 Associate Superintendent Human Resources

ACCEPTANCE OF OFFER

I accept the above offer of employment as a **provisional/emergency** certificated employee and the terms and conditions thereof and will report for duties as directed. I understand that assignment to a particular school or department is at the discretion of the District. I hereby affirm that I have not entered into a contract of employment which in any way conflicts with my acceptance of this agreement. I affirm that I hold and have on file or registered in the office of the Alameda County Superintendent of Schools the **provisional** permit(s) as represented above, authorizing me serve in my assigned position and that I will not let such permit(s) or recordings expire during the term of this agreement.

 Date

 Candidate Signature

~ FOR YOUR INFORMATION ~

The District's teachers are part of the Fremont Unified Teachers' Association collective bargaining unit. You may obtain a copy of the collective bargaining agreement between the District and the Fremont Unified Teachers' Association from the Certificated Personnel Office.

FREMONT UNIFIED SCHOOL DISTRICT
Fremont, California

CATEGORICAL CERTIFICATED EMPLOYMENT CONTRACT

NAME _____ DATE _____

You are hereby notified that the Board of Education of the Fremont Unified School District ("District") offers you employment as a certificated employee of _____ program and/or project to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes (hereafter "categorical employment").¹

The following conditions of your employment:

1. Your compensation will be at Step/Column _____ on salary schedule Board adopted on 07/01/04
2. This agreement of employment is based specifically on the availability of _____ funds. Any reduction or termination of such funds during the period of this agreement shall terminate this agreement.
- _____ 3. Your **categorical services** for the 05/06 school year beginning on 08/29/05 and ending 06/16/06, or the earliest of the following to occur:
 - a. Notification by the District that the **categorical employment** hereunder is terminated for failure to render satisfactory or acceptable service, or
 - b. Notification by the District that the need for the **categorical** assignment no longer exists; or
 - c. Loss, surrender or other failure to obtain or retain any credential (without advance written District permission.)
- _____ 4. Subject to employee acceptance of this offer and Board of Education ratification you will be classified by the Board as an Education Code section 44909 **categorical** employee whose services are of a temporary nature in accordance with the provisions of said section 44909.
- _____ 5. Employee specifically acknowledges that this contract does not establish any right to probationary or permanent employment status. Employee further acknowledges that the District may immediately terminate the **categorical** employment as specified in section 2 and/or 3 above, without any obligation to provide a statement of reasons, evidence of cause, or a right of a hearing and without regard to Education Code sections respecting the termination of probationary or permanent employees. Employee further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
6. **Credential(s) Held:** By accepting this offer, you represent that you possess the following credentials in authorizing service in California schools and have registered each with the Alameda County Superintendent of school. The credentials are:

Type of Credential

Expires

<u>Type of Credential</u>	<u>Expires</u>
_____	_____
_____	_____
_____	_____

¹All references in this offer of employment to "Employee" shall refer to you as a candidate for categorical employment.

The credential(s) shall be on file in the office of the County Superintendent of Schools and the District's Department of Human Resources, before the employee shall be paid. District specifically relies on these representations as to "Credential(s) Held" in hiring Employee to serve on a temporary basis as a **categorical** employee. Employee understands that if he/she does not hold and have the credential(s) indicated above, that his contract is null and void.

7. This offer of employment is made subject to the laws of California and to rules and regulations of the State Board of Education and of the Board of Education of the District, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. It is understood that the use of the word "categorical" in this agreement refers in all cases to **categorical** employment under the California Education Code, section 44909.
8. This agreement may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties, and attached to this agreement.

Signed: _____

Douglas M. Gephart
Associate Superintendent Human Resources

ACCEPTANCE OF OFFER

I accept the above offer of employment as a **categorical** certificated employee and the terms and conditions thereof and will report for duties as directed. I understand that assignment to a particular school or department is at the discretion of the District. I hereby affirm that I have not entered into a contract of employment which in any way conflicts with my acceptance of this agreement. I affirm that I hold and have on file or registered in the office of the Alameda County Superintendent of Schools the credential(s) as represented above, authorizing me serve in my assigned position and that I will not let such credentials or recordings expire during the term of this agreement.

Date

Candidate Signature

~ FOR YOUR INFORMATION ~

The District's teachers are part of the Fremont Unified Teachers' Association collective bargaining unit. You may obtain a copy of the collective bargaining agreement between the District and the Fremont Unified Teachers' Association from the Certificated Personnel Office.

FREMONT UNIFIED SCHOOL DISTRICT
Fremont, California

NON-DISTRICT INTERN CERTIFICATED EMPLOYMENT CONTRACT

NAME _____ DATE _____

You are hereby notified that the Board of Education of the Fremont Unified School District ("District") offers you employment as a certificated employee under a Non-District Internship credential, (hereafter referred to as "Non-District Intern employment in accordance with Education Code sections 44450 et seq. or 44305 that this constitutes notification of your employment as an intern (but not under Education Code sections 44830.3 or 44885.5)".¹ Please note that this assignment is made with the understanding that you are currently enrolled in an eligible internship program.

POSITION _____ FTE _____ SCHOOL _____

The following conditions of employment have been determined by the Board of Education and are hereby expressly made a part of the contract:

1. Your compensation will be at Step/Column _____ on salary schedule Board adopted on 07/01/04
2. Your provisional services for the 05/06 school year beginning on 08/29/05 and ending 06/16/06, or the earliest to occur of the following:
 - a. Notification by the District that the non-district intern employment hereunder is terminated for failure to render satisfactory or acceptable service; or
 - b. Notification by the District that the need for the non-district intern assignment no longer exists; or
 - c. Loss, surrender or other failure to obtain or retain any credential (without advance written District permission.)
3. Subject to employee acceptance of this offer and Board of Education ratification, you will be classified by the Board of Education as a non-district intern employee pursuant to Education Code section 44450 et seq. or 44305 (but not under Education Codes sections 44830.3 or 44885.5).
4. Employee specifically acknowledges that this contract does not establish any right to probationary or permanent employment status. However, upon obtaining a clear credential, the District may, subject to Board approval, offer you probationary employment. Employee further acknowledges that prior to obtaining a clear credential the District may terminate the non-district intern employment on any basis specified in paragraph 2 above, without any obligation to provide a statement of reasons, evidence of cause, or a right of a hearing. Employee further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement, unless the Employee has received a clear credential, in which case reemployment is governed by the terms of this agreement.
5. **Credential(s) Held:** By accepting this offer, you represent that you possess the following credentials in (a) below, authorizing service in the District's programs as identified and have registered each with the Alameda County Superintendent of school. The credentials are:
 - a. Credential(s) Held: _____
 - b. Service Authorized in the following program(s): _____

¹All references in this offer of employment to "Employee" shall refer to you as a candidate for non-district intern certificated employment.

District specifically relies on these representations as to "Credentials Held" in hiring Employee to serve on a **non-district intern** basis as a certificated employee. Employee understands that if he/she does not hold and have the credential(s) indicated above that his contract is null and void. The District further relies on Employee's representation that he/she is currently working toward obtaining a clear credential as described above.

6. The parties expressly agree that Employee must take and pass both CBEST and any District-prescribed proficiency test. No employment under this agreement may continue beyond the date of notification the Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either type of failure, this agreement shall automatically terminate and Employee will no longer be employed by the District.
7. This offer of employment is made subject to the laws of California and to rules and regulations of the State Board of Education and of the Board of Education of the District, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. It is understood that the use of the word "**non-district intern**" in this agreement refers in all cases to **non-district intern** employment under the California Education Code, section 44911
8. This agreement may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties, and attached to this agreement.

Signed: _____
Douglas M. Gephart
Associate Superintendent Human Resources

ACCEPTANCE OF OFFER

I accept the above offer of employment as a **non-district intern** certificated employee and the terms and conditions thereof and will report for duties as directed. I understand that assignment to a particular school or department is at the discretion of the District. I hereby affirm that I have not entered into a contract of employment which in any way conflicts with my acceptance of this agreement. I affirm that I hold and have on file or registered in the office of the Alameda County Superintendent of Schools the **non-district intern** credential(s) as represented above, authorizing me serve in my assigned position and that I will not let such credentials or recordings expire during the term of this agreement.

Date

Candidate Signature

~ FOR YOUR INFORMATION ~

The District's teachers are part of the Fremont Unified Teachers' Association collective bargaining unit. You may obtain a copy of the collective bargaining agreement between the District and the Fremont Unified Teachers' Association from the Certificated Personnel Office.

**FREMONT UNIFIED SCHOOL DISTRICT
FREMONT ADULT SCHOOL - AGREEMENT TO TEACH**

THIS CONTRACT COVERS THE PERIOD OF September 6, 2005 through December 3, 2005. It is agreed by and between 1st party (FUSD-Fremont Adult School) and 2nd party, Adult School Teacher named as follows:

<u>Subject</u>	<u>Days of Week</u>	<u>Weeks</u>	<u>Start Date</u>	<u>Time</u>	<u>Location</u>	<u>Rate</u>
----------------	---------------------	--------------	-------------------	-------------	-----------------	-------------

A 5.8% fringe benefit may be added to the pay rate for any eligible teacher. This addition will be reflected on your monthly pay warrant.
 Adult Ed hourly rates may vary on a weekly basis per quarter according to your total number of hours taught per week.
 Non- instructional days: Nov. 11th – Veterans' Day; Nov. 21 – Nov. 25th - Thanksgiving

1. That 2nd party's assignment for the Fremont Adult School for the Fall Session is as follows:
2. That this contract may be changed or amended by mutual consent of both 1st and 2nd parties.
3. That a valid (unexpired) teaching credential has been recorded by 2nd party with the Alameda County School Office, Credentials, Dept. 313, W. Winton Avenue, Hayward.
4. That the 2nd party has a valid (unexpired) teaching credential on file with the Fremont Unified School District School Personnel Office.
5. Second party recognizes that due to the unique funding formula established by the State of California and not by the Fremont Unified School District certain variances may occur which differ from the full-time employees of the district.
6. That classes must meet minimum standards as follows. State mandated - 18 registered students, Community Education 15 registered students. Failure to meet these standards at each scheduled session of the class is grounds for cutting back or canceling the class, thus terminating this contract.
7. That tenured teachers have priority over non-tenured teachers. If a tenured teacher's class is canceled through low enrollment, he/she will be assigned to assume a non-tenured teacher's assignment. This may be done through the first five class sessions of each quarter. If the tenured teacher refuses this assignment, his/her tenured hours will thereby be reduced for that quarter.
8. Teachers are paid for one fifteen-minute break when instructing three hours or more and are therefore still on duty and may assume supervisory duties. If no supervisory duties are assigned and the break period is duty free, this time will be used as "bank time" and can be used for assigned meetings with the department chairperson or administrator.
9. That in case of illness or absence, Adult School Office (793-6465) will be notified by 2nd party six (6) hours prior to the teaching assignment. Sick pay will be granted up to amount accrued. Lesson plans must be available for substitute instructors.
10. Pay period will be on a monthly basis, from the 11th of each month through the 10th of the following month. Warrants will be available on the last working day of the month after the payroll period. Fremont Unified School District's teachers' warrants may be delivered to their home schools along with their regular warrants or deposited directly with your bank.
11. That the original of this contract must be executed and returned to the Adult School office by 08/20/05 by the 2nd party or this contract is void.
12. Teachers of the Adult program are unit members of the Fremont Unified School District Teachers' Organization and are therefore obliged to pay union fees (dues).

1st Party

 RON CASS, Principal

2nd Party

Date _____

Signature _____

Address _____

City _____ State CA ZIP _____

Phone _____ SS# _____

If any class/es become vacant (per instructor resignation this contract period) 48 hours prior to the start of the specific class, and I am credentialed to teach this subject, I wish to be considered for this additional assignment.

_____	_____	_____
Name	Subject	Times Available

**APPENDIX J
LETTERS OF AGREEMENT**

Subject	Page
Long-term Substitutes	181
Administrative Intern Program	183
1996-1997 Equalization Funding	184
Second round 1996-1997 Equalization Funds	186
Counselors/ Responsibility Center	187
Class Size Reduction	189
Shared Kindergarten Classes	191
Hospital Teachers and VISTA Hourly Teachers	193
Early Retirement Incentive Program	194
Mitigating Construction Dislocations and Disruptions	196
Special Education Work Group	197
Dental Insurance	198
Disability Insurance	199

**CRITERIA FOR LONG-TERM SUBSTITUTE TEACHERS
AND TEMPORARY TEACHER POSITIONS
IN FREMONT UNIFIED SCHOOL DISTRICT**

Substitute: One who substitutes day to day.

Long-term substitute: One who substitutes for the same teacher or in the same position for ten consecutive school days or more in the same school year.

Temporary: Effective as of the beginning of the 1995-96 school year, the following criteria shall require the employment of a temporary teacher in the Fremont Unified School District.

1. A temporary teacher is one who is a long-term substitute for the same person or in the same position for at least the equivalent of one semester. The temporary contract shall be retroactive to the first consecutive day in the position.

2. A temporary teacher is one who is hired to fill a vacant or new position for the equivalent of one semester or more. The temporary contract shall be given at the time of hire or shall be retroactive to the first consecutive day in the position.

3. A temporary teacher is one who replaces a teacher on Board-Approved Paid or Unpaid Leave for the equivalent of a semester. The temporary contract shall be given at the time of hire if the District has received notice of the leave at that time; otherwise, the temporary contract shall be retroactive to the first consecutive day in the assignment.

The equivalent of one semester shall be defined for the purpose of this criteria as any of the following:

- ♦ an academic semester as defined in the FUDTA/FUSD negotiated calendar; or
- ♦ 90 consecutive school days in a school year, including teacher work days; or
- ♦ the first academic semester, if the first consecutive day of employment is before October 1; or
- ♦ the second academic semester, if the first consecutive day of employment is before March 1.

The District has the right to replace a long-term substitute with a new hire, but shall not remove a substitute from an assignment for the purpose of denying a temporary contract.

The criteria herein shall replace the previous criteria established by the District and shall be effective for the 1995-96 school year and subsequent school years. The

District may revise the criteria for a future school year. If so, the District must, in advance of the revisions, notify FUDTA of its intent to revise the criteria, provide FUDTA with a copy of the proposed revisions and discuss the revisions with FUDTA. The criteria shall not be changed mid-year, unless by mutual agreement of the District and FUDTA.

The District shall distribute the criteria to all substitute teachers now employed, to all new substitute teachers when they are signed up to be substitutes, and to all new temporary teachers.

For the Association:

John Gunn
John Gunn, FUDTA President

2/21/96
Date

Lucy Rideout
Lucy Rideout, FUDTA Executive Dir.

2/21/96
Date

For the District:

Sharon Jones
Sharon Jones, FUSD Superintendent

2/21/96
Date

Douglas Gephart
Douglas Gephart, FUSD Asst. Superintendent

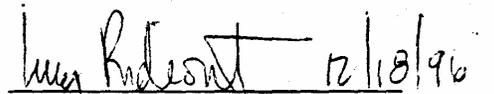
2/21/96
Date

**LETTER OF AGREEMENT BETWEEN
FREMONT UNIFIED DISTRICT TEACHERS ASSOCIATION
AND
FREMONT UNIFIED SCHOOL DISTRICT**

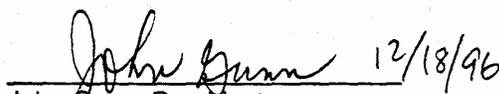
OCTOBER 1, 1996

In the fall of 1996, the district intends to establish an Administrative Intern Program. The purpose of this program is to provide relief for administrators of large elementary schools, as well as to afford potential administrators within the district the opportunity to have administrative experience. As a result of meetings between the Fremont Unified School District and the Fremont Unified District Teachers Association, the following agreements were reached:

1. The Administrative Intern Program will require that participants either possess or be in the process of obtaining an administrative credential.
2. At no time will administrative interns be required to perform intern work during their teacher's work hours without release time or compensatory time being provided by the district. The district will continue its current practice of hiring administrative substitutes outside of the FUDTA unit or teacher intern group whenever possible.
3. FUDTA unit members who are offered and accept assignments as Administrative Interns will continue to have all rights and duties afforded by the FUSD/FUDTA contract for their employment in a FUDTA bargaining unit position only.
4. All duties assigned in connection with the Administrative Intern Program will be administrative duties. At no time will the district subcontract unit member work to these administrative interns.
5. FUDTA unit members who are also Administrative Interns shall not participate in the evaluation of FUDTA unit members nor shall they participate in an administrative role in any grievance, disciplinary or complaint procedures.


Lucy Rideout, Executive Director
Fremont Unified District Teachers Assoc.


Sharon Jones, Superintendent
Fremont Unified School District


John Gunn, President
Fremont Unified District Teachers Assoc.


Dr. Beth Robinson, Assistant Supt.
Fremont Unified School District


Doua Gebhart, Assistant Supt.

Side Letter of Agreement--1996-97 Equalization Funding

1. Equalization funds received for 1996-97 shall be used to fund counseling positions in FUSD. Two counselors will be assigned for each comprehensive high school; one counselor will be assigned for Robertson High School, Opportunity classes, Vista, and Community Day School.
2. If additional Equalization funding is received during the term of this Agreement, funds shall be used to fund junior high school counselors, high school counselors, and/or responsibility centers in accordance with Article 11.30.
3. The recall of former counselors who were displaced in 1992 from counseling positions (including those on leave from counseling positions) shall be accomplished as follows:

Unit member will be recalled to counseling positions in the order of their former counseling seniority. These former counselors shall indicate whether they want to be recalled to a counseling position. Then, the eleven (11) highest seniority (counseling seniority) unit members shall be placed on a recall list.

Each unit member on the recall list shall be interviewed by site teams which shall include FUDTA unit members from that site. The teams shall indicate their choices for counselors. The principals shall make the final recommendations to the Personnel Office. Unit members on the recall list shall indicate their preferred sites, listing all sites by order of preference. The Personnel Office shall give assignments to all unit members on the recall list, taking into consideration the recommendations of the principals and the references of the unit members on the list. The interviews and preference lists shall be kept confidential.

This procedure shall be put in place at any time during the term of this Agreement when counseling positions are opened, until all former counselors who choose to be placed on the recall list have been placed.

Unit members who hold counseling credentials shall be considered for counseling positions before new hires.

4. The recall of former counselors will open positions in the bargaining unit. Those positions will be posted and the transfer period for those positions will be extended to ten (10) days, which may extend the transfer period beyond the end of the first week of school for those positions only.
5. Savings to the general fund as a result of the replacement of former counselors by new hires shall be used for the purpose of reducing the cost of implementing class size reduction in grades K-3.

Elementary After-School Sports

Within ninety (90) days of mutual ratification of the 1992-95 Agreement, representatives of the District and FUDTA shall meet formally to discuss elementary after-school sports as they relate to mutual concerns.

Shared-Room Kindergartens

The District shall reduce from the 1988-89 level the instances in which morning and afternoon kindergarten classes share a single room by eliminating afternoon kindergarten classes in at least one school per year during the term of this Agreement, except where the use of portables is required, or where a teacher would be displaced from his/her classroom.

Classroom Teacher Instructional Improvement Program (CTIIP)

Teaching materials acquired with the Classroom Teacher Instructional Improvement Program (CTIIP) Grant funds will be available to the grant recipient for the full term of the grant. Grant recipients will be given special consideration in the allocation and utilization of those materials for instructional purposes upon expiration of the grant period, so long as the grant recipient remains a classroom teacher in the District.

No Reprisals

The District shall not take any disciplinary or punitive action, nor initiate a proceeding in a court of law, at PERB, before the School Board, or in any other judicial or administrative tribunal against any District employee, student, or parent, or against the Association or any officer, employee, or affiliate of the Association, concerning any act or omission, individual or collective, related in any way to any strike, work-to-rule or other activity supportive of the Association's bargaining position and occurring prior to the signing of this contract. Any alleged violation of this paragraph shall be processed commencing at Level 2 of the grievance procedure in this contract.

The District shall remove any written reprimand which is placed in a unit member's personnel file as a result of his/her participation in the postponement of Open House in September/October 1990 and place it in a separate file in a sealed envelope which may not be opened except by Court Order or with the unit member's consent.

The District shall treat any response by a unit member or unit members to a letter of reprimand described above in an identical manner.

The Association shall not take any punitive action or reprisal against any District employee, student, or parent for any conduct during the concerted actions which preceded agreement on this contract.

**Side Letter of Agreement - Second Round of
1996-97 Equalization Funds**

1. The second round of equalization funds for 1996-97, estimated to be approximately \$24 per ADA, shall be used to fund 10 additional counseling positions, effective for the 1997-98 school year. The additional positions shall be as follows: one counselor for each of the five junior high schools and five counseling positions, each position to be half time at the junior high school and half time at the senior high school in each of the five attendance areas.
2. The process for offering counseling positions from the second round of 1996-97 equalization funds shall be as follows:
 - a. Current counselors shall have 1 day to declare their intent to be placed on the counselor sub pool (unassigned counselors) list, as per Article 9, 9.1.1.5.
 - b. If a counselor so declares, by informing the Personnel office, the Personnel office shall have one day to inform all counselor sub pool unit members of the possible opening(s). (9.1.1.5.1)
 - c. The counselor sub pool unit members shall have one day to declare an interest in such position(s). (9.1.1.5.2)
 - d. The site principal shall have one day to approve or disapprove the transaction. (9.1.1.5.3)
 - e. The process delineated in the previous side letter on equalization funds (page 152, current agreement) shall be followed, with interviews scheduled before the end of the school year.
 - f. Until the 1997-98 State Budget is signed with equalization funding as stated in 1 above, former counselors placed in counseling positions for the 1997-98 school year shall retain rights to their tentative assignments, as of May 15, for 1997-98.
3. FUDTA and the District agree to reopen negotiations on counselors and responsibility centers based on "one-time" 96-97 second round of equalization funds, additional 1996-97 equalization funds, and/or 1997-98 equalization funds, if allocated, in accordance with Article 11, 11.30 and the Side Letter of Agreement (page 152).

TA
3:45 PM
JUNE 2, 1997
Annette Jones
for FUSD

TA
3:45 PM
JUNE 2, 1997
Luis B. FUDTA

**FREMONT UNIFIED SCHOOL DISTRICT
COUNSELORS/RESPONSIBILITY CENTER**

Counselors/Responsibility Centers
1996-97 Equalization Round #3 and One-Time Balance
December 2, 1997
4.:20 pm

The District will fund 11.5 counselor positions out of equalization funds.

1. The District shall fund 7.5 new counseling positions from the unallocated Round #3 on-going revenue. These counseling positions will be allocated as follows: Five counseling positions, one to each existing comprehensive high school; and 2.5 junior high counseling positions, one-half a counseling position to each existing junior high school. If the on-going costs for the counseling positions are lowered by an on-going amount adequate to fund a 1/2 time position, one-half of the additional counseling position at Robertson/alternative program (See #2) shall be converted to on-going funding. SL
2. The District shall fund 4.0 new counseling positions from the unallocated balance of the one-time equalization funding from January of 1998 until the funds are not sufficient to fund the positions for the subsequent year or there is a negotiated agreement to include them permanently in the budget. These counseling positions will be allocated as follows: one-half of an additional counselor to high schools whose student enrollment exceeds 2000. One-half a counselor position to each of the five existing high schools and one counseling position to Robertson/Alternative Program. SL
3. The counseling positions in 1 and 2 above shall be counselor or responsibility center positions, as determined by a vote of FUDTA unit members at each site according to contract procedures in Article 1.5. The junior high positions shall be .5 counselor or .5 responsibility positions. If the responsibility center is the vote of the site, it shall conform to the responsibility center job description and responsibility center program (See #6.) Any different program by an individual site shall require Board approval. SL
4. From the unallocated balance of the one-time equalization funding, the District shall fund up to \$10,000 per year for large group counseling presentations for students and parents related to college admissions and college/financial applications. The extra duty hours required for the large group presentations shall first be offered to any interested FUDTA counselors and unit members with counseling credentials. In the event that a sufficient number of FUDTA unit members do not apply for the extra duty hours to do the presentations, the district may offer the extra-duty hours to non-district counselors. Counselors shall be compensated at the negotiated hourly rate for counselors as listed in Appendix B-1. The minimum payment for one such presentation shall be three hours. SL
5. The site decision to have a counselor or responsibility center may be reviewed on an annual basis within the limits specified in this agreement. A staff may not consider changing the position from responsibility center position to counselor position unless the unit member currently in the position would have a position at the site for which he/she was credentialed. A staff may not consider changing the position from counselor to responsibility center unless the specific counselor position is vacant at the site. SL

6. A Responsibility Center Teacher Job Description and a responsibility center program shall be developed by a committee with a majority of FUDTA unit members within 30 days of the ratification of the agreement. Both the district and FUDTA will agree to the final job description and program before it is presented to the Board for approval. SL
7. When the new counselor positions are posted as a result of this agreement and for the 1997-98 year only, current teaching unit members who have a counseling credential shall be allowed to apply and be considered before outside applicants are selected. In accordance with the FUDTA/FUSD contract, these new positions are to be temporarily filled for the 1997-98 school year. However, if the school site elects to continue the counseling position, the unit member in the position shall remain in the position and if the school site does not continue the position, the unit member shall have the right to go on the unassigned list. SL
8. The District shall post partial or full responsibility center positions in order to temporarily fill such positions with unit members who qualify for upgrade or new hires, not with a 6th period (1.2 FTE) assignment of current staff, for the 1997-98 school year. SL

Tentative Agreement
12.12.97

For FUSD



For FUDTA



Fremont Unified District Teachers Association
Class Size Reduction Impact Bargaining
January 7, 1997

1. Effective September 1, 1996, class sizes in all classes participating in the class size reduction plan (SB 1777) under Option 1 will be in accordance with the legislation that enables them to be funded. SL
2. The plan for full implementation will be recommended to the School Board on a site-by-site basis by the school site council after it is placed on the agenda and discussed at a site staff meeting. The site council's plan will be recommended to the Board for final approval. SL
3. The scheduling of required staff development, the content of the program and the method of instruction will be developed in accordance with State guidelines and requirements by mutual agreement of the Fremont Unified District Teachers Association and the Fremont Unified School District. SL
4. The District-level committee to address issues which arise as a result of implementation of the K-3 class size reduction shall continue to meet on a regular basis. This committee shall not replace or supersede FUDTA's right to bargain. SL
5. By September 1, 1997, the District will provide the following working conditions:
 - a. Unit members who share a kindergarten classroom will have appropriate and adequate storage for classroom materials and personal materials equivalent to an unshared classroom.
 - b. Unit members who share a kindergarten classroom will be provided both a shared work space and a shared conference space available for their use when their classroom is being used.
 - c. Shared kindergarten classrooms will have storage space for the use of each student equivalent to unshared classrooms.
 - d. Shared kindergartens will have first priority for existing and future classrooms equipped with running water, bathrooms, and other kindergarten accommodations.
 - e. The core facilities of each school, defined as libraries, laboratories, multi-use rooms, staff rooms, office space, conference rooms, storage rooms, and other non-classroom areas central to the operation of the school, will be returned and maintained to the 1995-96 level at least.
 - f. Classroom teachers, Resource Specialists, Speech Therapists, Psychologists, and Nurses will have classrooms or work areas equivalent to or exceeding the 1995-96 level, except as modified by this Agreement. SL

ECE3a

6. If any unit member has concerns regarding the adequacy of the work space, the classroom, or the restrooms provided, the unit member shall follow the procedures outlined in 11.15. At the conclusion of such procedures, the unit member may grieve any remaining violation of the contract, including this side letter of agreement.

SL

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement ("Agreement") is entered into between the Fremont Unified District Teachers Association, CTA/NEA ("FUDTA"), and the Fremont Unified School District, its officers, employees, Board members, agents and attorneys (collectively "District").

WHEREAS, FUDTA and the District have a disagreement concerning the addition of 15 shared kindergarten classes as a result of the District's participation in the Class Size reduction program, and

WHEREAS, the parties desire to avoid the risk and expense of arbitration, and

WHEREAS, the District admits no contentions of FUDTA in this matter, and FUDTA admits no contentions of the District in this proceeding,

NOW THEREFORE, the District and FUDTA mutually agree as follows:

1. FUDTA agrees to withdraw the grievance. FUDTA will so notify the American Arbitration Association within 5 days of the signing of this agreement.
2. The District and the Association agree that the Letter of Agreement on Shared-Room Kindergartens contained on page 153 of the 1995-98 collective bargaining agreement and reprinted in the box below shall be set aside until the expiration date of the current collective bargaining agreement (June 30, 1998), on which date the parties agree that abovementioned Letter on Shared -Room Kindergartens shall become part of the status quo working conditions which the District may not unilaterally change without complying with its bargaining obligations under the EERA. The entire language of the Letter of agreement on Shared Kindergartens set aside by this agreement is as follows:

The District shall reduce from the 1988-89 level the instances in which morning and afternoon kindergarten classes share a single room by eliminating afternoon kindergarten classes in at least one school per year during the term of this agreement, except where the use of portables is required, or where a teacher would be displaced from his/her classroom.

The setting aside is contingent upon:

- 1) The implementation of class size reduction (20:1) in kindergarten classes in the District by September 3, 1997 and;
- 2) The continued participation for kindergarten classes in the class size reduction program. If the District fails to implement kindergarten class size reduction by September 3, 1997 or if it withdraws from participation, the setting aside of the above Letter of Agreement on Shared-Room Kindergartens shall cease and it shall be in effect. If and when the above

UK
D
J

Letter of Agreement on Shared-Room Kindergartens is in effect, the Association may grieve any alleged violation.

3. If the District fails to meet the conditions of #2, resulting in the nullification of the set-aside, the parties agree that any grievance filed will be timely as of 30 days from September 3, 1997 or 30 days from the nullification of the set-aside.
4. By entering this Agreement, neither party admits any contention of any other party and hereby preserves their respective arguments and positions in the event the set-aside is lifted.
5. This Agreement is the entire Agreement of the parties, and constitutes the sole and exclusive understanding of the parties in regard to settlement of this issue.
6. The parties affirm that they have read, fully appreciate, and understand the above terms and provisions of this Agreement, have had the opportunity to consult counsel in regard thereto, and are satisfied with the settlement described herein.
7. The parties affirm that this Agreement is the product of negotiation between them by and through their respective representatives, and was not prepared or drafted by only one party.
8. This Agreement shall be construed in accordance with the laws of the State of California.
9. Any alleged violation of this Agreement shall be subject to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and provisions for arbitration of grievances in the collective bargaining agreement between FUDTA and the District, upon written demand therefor being made by either FUDTA or the District.

IN WITNESS WHEREOF, the parties, through their authorized representatives, affix their signatures to this Agreement.

For the Association:

Signed John Gunn 1-28-97
John Gunn, President Date

Signed Lucy Rideout 1/28/97
Lucy Rideout, Executive Director Date

For the District:

Signed Sharon Jones January 28, 1997
Sharon Jones, Superintendent Date

Signed _____
Douglas Gephart, Assistant Superintendent Date

SETTLEMENT AGREEMENT

The following is mutual understanding and agreement of FUSD & FUDTA as to the appropriate compensation and adjustment for the Hospital Teachers and the Vista Hourly Teachers as a result of placing these employees on the salary schedule pursuant to the Master Agreement.

Salary

Each teacher shall have their hours worked during the 1995-96 school year calculated as a percentage of the number of hours a full time teacher would have worked at the rate of 6 hours per day for 182 days. Each teacher shall receive the difference between the salary they would have earned and the salary actually received, paid retroactively to July 1, 1995.

Salary Schedule Placement 1996-97

Each teacher shall have the number of hours they worked in 1995-96 calculated and divided by the number of hours for a full time teacher to determine the percentage of service credit earned during the 1995-96 school year. Each teacher shall move one step on the salary schedule for the 1996-97 school year pursuant to Article 21.4 of the master agreement. If the employee has become or becomes a full time teacher, the part time assignment shall be calculated with other part time service credits to determine the salary step placement as a full time teacher. If these calculations result in a different placement on the 1996-97 salary schedule from where the teacher is currently placed, each teacher shall receive the difference between salary they would have earned and the salary actually received, paid retroactively to July 1, 1996.

Health Benefits

Each teacher shall receive cash payment in lieu of health benefits for the 1995-96 school year, prorated to a full time value.

Sick Leave

Each teacher shall receive a prorated value of the number of sick days they would have received for the 1995-96 school year added to the number of days they have earned for the 1996-97 school year. However, if any teacher exhausted his/her sick leave during the 1996-97 school year prior to this adjustment and lost pay as a result, they will be reimbursed up to the number of sick days received for 1995-96.

For the District:

For the Association:

Doug Gephart
Doug Gephart
Assistant Superintendent

4/28/97
Date

John Gunn
John Gunn
President

4-28-97
Date

Sharon Jones
Sharon Jones
Superintendent

4-28-97
Date

Lucy Rideout
Lucy Rideout
Executive Director

4/28/97
Date

Proposal #3 Fremont Unified School District
to FUDTA--Early Retirement Incentive Program

kr
Dmb

June 4, 1997
3 PM

1. The retirement incentive program is based on a calculation for years of service credit. To be eligible for the program a person must be a current employee of the district on the date of the agreement, must have reached age 55 and have ten years of service to Fremont Unified School District. Should fewer than the required minimum of unit members enroll prior to March 15, 1998, and the District exercises its option not to offer the program at the level described in (b), (c), or (d) below, the unit members who have enrolled shall be offered the opportunity to withdraw their intent to retire.

a. Although adult school employees are eligible to participate in the program, their numbers shall not be included in the numbers below.

b. For each person who retires in a group of retirees which includes not less than 75 nor more than 105 members, the district will provide 3 years of service credit to all retirees who notify the district by March 15, 1998 that they will retire effective June 30, 1998, or up to October 31, 1998 in order to meet the qualification requirements.

c. For each person who retires in a group of retirees which includes not less than 106 nor more than 150 members, the district will provide 3.5 years of service credit to all retirees who notify the district by March 15, 1998 that they will retire effective June 30, 1998, or up to October 31, 1998 in order to meet the qualification requirements.

d. For each person who retires in a group of retirees which includes at least 151 members, the district will provide 4 years of service credit to all retirees who notify the district by March 15, 1998 that they will retire effective June 30, 1998, or up to October 31, 1998 in order to meet the qualification requirements.

2. Options for payouts to employees shall be the ones legally required under an IRS section 401(a) qualified plan.

3. The district will purchase an annuity which will provide a basic benefit (3; 3.5; or 4 years service credit) based on the following:

a. Full time employees - current year's salary;

b. AB339 (Willie Brown) employees - equivalent of full time current year's salary;

- c. Part-time employees (less than 1 FTE, but not AB339) and any full-time employee whose salary has been reduced in the past three years- average of three highest consecutive years' salaries.
- 4. The first annuity payment will be made to the retiring employee on August 1, 1998.
- 5. All contractual early retirement benefits shall apply.
- 6. Implementation of the Early Retirement Incentive program, procedures for notifying unit members, forms and individual contracts shall be mutually agreed upon by the Association and the District.
- 7. No other Early Retirement Incentive Program will be offered during the five years required to fund the plan, except by mutual agreement of the Association and the District.

TA
6/14/97
6:53 P.M.
Lucy Anderson
for TADA

TA
6/14/97
6:53 AM
Doreen M. Johnson
for Doreen

SIDE LETTER OF AGREEMENT

PROTOCOLS FOR FREMONT UNIFIED SCHOOL DISTRICT

MITIGATING CONSTRUCTION DISLOCATIONS AND DISRUPTIONS

The District and FUDTA have an interest in discouraging the number of physical relocations during construction, conserving District resources, and minimizing turmoil. The District and FUDTA agree that modernization and school construction should be completed in a manner that is least disruptive to the teaching and learning process. Unless there is an emergency, which necessitates an immediate move, the following procedures will be followed:

SITE CONSTRUCTION COMMITTEES:

The Site Construction Committee will meet as needed. Unit members may be offered extra duty credit toward their forty (40) hours for attending meetings scheduled by the administrator.

OPTIONS TO PACK AND UNPACK TEACHER CLASSROOMS

A. It is the District's intent that the primary focus for the teachers shall be instruction of students and not packing, unpacking, or setting up. The District shall first provide additional manpower to pack and unpack all contents of the teacher's classroom. The Site Construction Committee shall plan for school-wide solutions, which include, but are not limited to the following:

- Alternative instructional programs to free up teachers to monitor packing and unpacking.
- Buyout all or part of the non-instructional workdays.
- Credit towards the forty (40) hours of extra duty.
- Buy minimum day utilizing additional instructional minutes.

In addition, any affected teacher who needs additional time may request and shall be granted one of the following options:

- Extra duty hourly rate of pay for up to twelve (12) hours
- Substitute teacher to cover a teacher's class for up to two (2) days

B. Retroactive Credit
FUDTA unit members who participated in packing and unpacking resulting from modernization projects during the 1998-99 and 1999-2000 school years will be exempted from the June 21, 2000 workday.

C. These provisions shall apply throughout all phases of Construction Dislocations and Disruptions.

Side Letter: Special Education Work Group

The purpose of a work group is to identify issues and to make recommendations to both FUDTA and the District, in accordance with Sections 3543.2, 3543.3 and 3543.5 subsections (b) and (c) of the Educational Employment Relations Act. The work group is not authorized to negotiate terms and conditions in the bargaining Agreement.

All current Contract language relating to Special Education remains the same, except for the following additions and changes:

Although the bargaining teams made changes, additions or modifications to the contract, the Association and the District believe that unit members directly impacted need to have extensive involvement in identifying the issues and participating in the resolution of those issues. Therefore, we agree to create a joint work group to address Special Education issues.

This work group shall 1.) review the current issues; 2.) examine State guidelines and current laws and regulations to ensure Contract compliance of the Collective Bargaining Agreement with State and Federal laws; 3.) provide input to the bargaining teams about which items may need to be further negotiated.

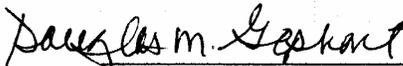
The following are suggested topics for the Special Education work group:

- increased demands on delivery of services
- class size and caseload issues
- support for the severity of the special needs of students
- mid-year transfers
- support for general education teachers of special education students in mainstream classrooms
- resolving conflicts between teachers and aides

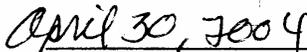
The group will consist of members whose current positions are within the work group scope, and will be comprised of a majority of FUDTA members, and appointed in accordance with Article 3.8.

The group will complete its work and present its recommendations for impact bargaining no later than March 1, 2005, unless extended by mutual agreement. Impact bargaining will occur within the scope of this Agreement, as a result of those recommendations. Any agreement to impact bargain recommendations from the work group shall not constitute reopener bargaining in accordance with the Educational Employment Relations Act.

For the District:

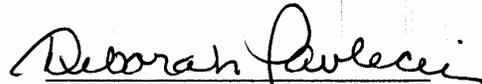


Douglas Gephart
Associate Superintendent

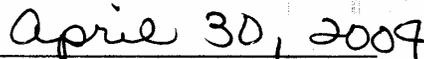


Date

For the Association:



Deborah Pavlecic
Chair, Bargaining Team



Date

March 7, 2005

Dental Insurance Side Letter

The parties agree to exploring alternative methods of providing dental insurance including but not limited to:

- Central Valley Trust
- Self Insurance by the District
- Any other options that parties agree upon

Douglas M. Gephart

Douglas Gephart
Associate Superintendent

3/7/05
Date

Deborah Pavlecic

Deborah Pavlecic
Chair, Bargaining Team

3/7/05
Date

MEMORANDUM OF AGREEMENT BETWEEN
FREMONT UNIFIED SCHOOL DISTRICT
AND
FREMONT UNIFIED DISTRICT TEACHERS ASSOCIATION

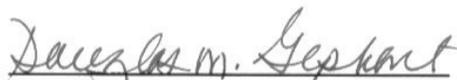
Whereas teachers and other certificated employees are not covered by State Disability Insurance, FUDTA and FUSD negotiated increases to the basic salary schedule for the purpose of providing long-term disability insurance for FUDTA unit members. Beginning January 1, 2004, the designated insurance plan has become an income protection plan. The specific provider shall be determined by FUDTA.

All FUDTA unit members who have a 50% FTE or more assignment are required to participate in the income protection plan. (50% FTE is defined as 15 hours per week.)

Effective July 1, 2002, FUDTA unit members shall assume the cost of the premium whether the cost increases or decreases. The premium shall continue to be paid through payroll deduction. The language of this MEMORANDUM supercedes any or all language previously agreed to, including the Article 23 preamble, and Article 24.1.



Jeff Poe
Fremont Unified Teachers Association



Douglas Gephart
Fremont Unified School District



Date

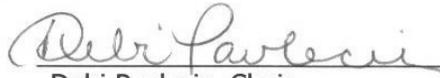


Date

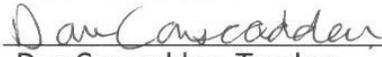
2004 – 2007 FUDTA/FUSD Agreement

The foregoing pages constitute the entire Agreement of the parties

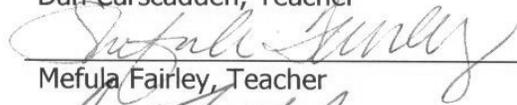
For FUDTA/CTA/NEA:



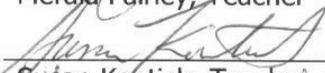
Debi Pavlecic, Chair



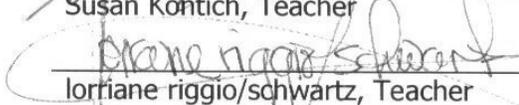
Dan Carscadden, Teacher



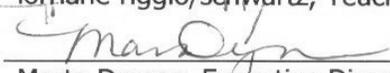
Mefula Fairley, Teacher



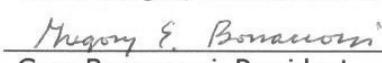
Susan Kontich, Teacher



Iorriane riggio/schwartz, Teacher



Marta Dragos, Executive Director

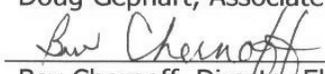


Greg Bonaccorsi, President

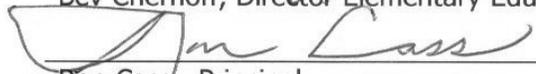
For Fremont Unified School District:



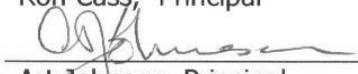
Doug Gephart, Associate Superintendent



Bev Chernoff, Director Elementary Education



Ron Cass, Principal



Art Johnson, Principal

Dated this 25th day of October, 2005.

INDEX

Subject	Article
Absence - aide/library clerk	11.1
Absence - teacher	
notification	8.1.2
return	8.1.3
Academic freedom	33.0
Activity directors	7.23
Athletic directors	24.7
Additional required time	7.1, 7.3, 7.3.1, 7.3.4, 7.4
Adjunct duties	7.3.3, 7.3.5, 7.12.1
Adult School	
contracts	20.0, 20.2
department chairs	20.5
fringe benefits	23.4, 23.5
full-time/part-time	20.3
IEP/staff development	20.1.9, 20.1.10
job availability	20.1.2
pay for grading	20.1.8.1
pay rates	Appendix B
selection	20.1.1
seniority	20.2.1, 20.1.1.3
sick leave	20.1.5
staff reduction	20.1.3.3
STRS credit	20.3.1
substitutes	20.1.4
summer session	20.2.1
tenure status	20.1.3.1
transfers	9.4
Agency fee	5.1
Aides	
absence	11.1, 11.24.4
evaluation of	11.24.4.3
selection of	11.1
special education	11.1.1, 11.24.4
Alteration of work day	1.5, 7.1.1
Alternative school teachers	24.17-6.20
Americans with Disabilities Act	8.18
Arbitration	6.19
Assigned duties	7.1, 7.3
Assignments	
choice of	11.15
credentials	11.9
elementary	11.10
grade level change	11.10.1, 11.10.2, 11.16
number of classes	11.4
roving	11.16.1, 12.9.2.4
secondary	11.10
shared	18.3
split	7.10
Association days	3.7
Association rights	3.0
Assaults on unit members	13.4
Back-to-School Night, Open House	7.22
Benefits, fringe	23.0
Adult School employees	23.4, 23.5
dental	21.5.1, 23.1.3
early retirement	23.7 et seq.

fringe allotment	23.0
IRS 125 Plan	23.0
medical	23.1
Medicare, Elder Bill	23.0
part-time employees	23.3, 23.6
PERS health	23.1.1, 23.2, 23.9
retirees	23.5, 23.7
substitutes	23.5
Bereavement leave	8.5
Bilingual	
recognition	2.1
stipend	24.16
class size	12.3.3, 12.8
Calendar	22.0, Appendices F, G H
Class size	12.0
Aides	12.2.4
combination	12.2.1
compensation	12.2.3
continuation	12.11
conversions	12.3.2
ELD	12.2.1
elementary	12.2., 12.4
exceeding restrictions	12.2.2
mainstreaming	12.7
opportunity	12.10
overages	12.2.2, 12.3.4, 12.2.4
ratio	12.1
education plan (SB 666)	12.9
secondary	12.3
special education	12.5
Cleanliness of classrooms, restrooms, workspace	11.14
COBRA (PL 99-272)	21.5.2.2.1
Committees	
assignments	11.7
discipline	13.8
PAR/BTSA	31.1
payroll	21.2
remuneration	21.4.7.1
safety/facilities	13.5, 7.1, 13.1.4
seventh period	7.20
site liaison	21.8
special ed liaison	36.12
textbook selection	21.10
unit credit	21.4.8
Compensation	24.0
activities	24.15
adult school	24.13
athletic director	24.7
bilingual stipend	24.16
coaching	24.10, 24.15
credits	21.4
department chairs	24.8
doctorate degree	24.12
hourly	24.5
masters degree	24.11
salaries	24.3
schedules	Appendices A1-E
substitutes	24.9

summer school	24.17
Complaints	30.0
anonymous	30.1.1.1
between unit members	30.5
confidentiality of materials	30.4
dismissal	28.1
investigations	30.1.1, 30.1.1.1,
notification requirements	30.1.1.1
public	30.1
representation	1.6, 30.1.1.2, 30.2, 30.3
written	30.1.1.3
Conferences, November, parent meetings	22.1.3
Continuing education credit	
nurses	21.1.2
unit credit	21.1.1
Contract agreement	1.0
Contracts, samples	1.4.1, 1.7, Appendix I
Counselors	38.0
assignments	38.8
caseload	38.7
evaluations	10.4
hiring	38.10
hours	38.3
letters of agreement	Appendix J
salary	38.4
shared assignment	38.13
substitutes	38.12
transfers	38.9
work year	38.5
working conditions	38.6
Credentialing	Appendix I
emergency credentials	9.6.3.5
limited term permits	9.8
outside subject area	11.10
salary placement	21.3, 21.4
Death in family (see Bereavement)	8.5
Dental	23.1.3
Department chairperson	32.0
selection	32.1
responsibilities	32.1.1
requirements	32.2
review	32.1
Differential pay	8.1.5, 8.2.3, 8.11.1
Disabilities	8.18
Discipline - student	13.2, 13.3, 13.4 13.6, 13.7, 13.10, 13.11, 13.12
Discipline - unit members	28.0
arbitration	28.5, 28.11
investigations	28.2.2.3
just cause	28.2.1
notification	28.2.2.1, 28.23.5
oral warning	
28.2.3.1.2	
second incident	28.3.2
progressive discipline	28.3
representation	28.3.1.1, 28.3.4, 28.3.5, 28.6
suspension	28.5
written reprimand	28.3.1.3

Disagreements between unit members	30.5
District rights	4.0
Domestic partners	8.4.1.1, 8.5.2.1
Dues	5.1
Duties	
additional required time	7.1
adjunct duties	7.3.3, 7.3.4, 7.3.5, 7.12.1
assignment	7.1, 7.2, 7.3
bus	7.1, 7.12
hours	7.1
nurses	7.3.5
overtime	7.4
professional responsibilities	7.1
selection	7.3
voluntary	7.4
Evaluation	10.0
adverse remarks	10.15
advisory committee	10.17, 10.11.2.1.1
conferences	10.9.3, 10.11.2.1, 10.11.4.2,
10.11.5,	
10.11.6,	
	10.11.7, 10.14.4
evaluation forms	pp. 41-73
evaluation policies	10.1
evaluator responsibility	10.2, 10.14, 10.16
evaluation standards	10.11.1
final evaluation conference	10.15, 10.11.7
formal observation	10.11.4
frequency	10.1
mid-year conference	10.11.5
non-reemployment	10.19
orientation meeting	10.9
personnel file	10.18
planning form	10.11
summary	10.11.7
Exchange transfer	9.5
Exclusive representative	2.1
Expulsion	13.12
Extra periods (0 or 7th)	12.9.2
Faculty meetings	7.1, 7.5
Fees	5.0
Full Inclusion	36.6
Grades, secondary	11.6
Grade level meetings	7.1
Grievance procedure	6.0
arbitration	6.17, 6.18
levels 1, 2, 3	6.15-6.17
timeline	6.4, 6.9, 6.11
Grievant	6.3
Kindergarten	
adjunct duty	7.3.4
ELD positions	9.7.5
hours	7.1
prep time	7.8.5
shared classrooms	Appendix J
testing	22.4
Home teachers	7.19
Hours	7.0
Hospital teachers	24.18

Hospitalization	21.5
eligibility	21.5.2.4
maternity	21.5.2.5
PERS, Dental, Medical	21.5.1
spouse, dependent	21.5.2.2, 21.5.2.2.1, 21.5.2.3
status change	21.5.2.2, 21.5.2.2.1, 21.5.2.3
IEP and SST meetings	7.1, 7.17.1
Inservice	
districtwide	7.24
special education	7.17
staff development days	22.2.1
Instructional day	7.1, 7.9
Intercoms	11.28, 11.29
Intern mentor teachers	31.14
Jury duty	8.7
Keys to classroom/restroom	11.23
Kindergarten ELD positions	9.7.5
Layoff	11.13
Leaves, Association president	3.3
Leaves - paid	8.0
adoption	8.15
benefits	8.1.9
bereavement	8.5
catastrophic leave	8.16
court appearance	8.4.1.3
differential pay	8.2.3
exception requests	8.4.1.4
extended maternity	8.11.1
family illness	8.4.1.1
less than half day	8.1.10
maternity	8.11
military	8.13
part of an assignment	8.1.11
paternity	8.15
personal illness/injury	8.2, 8.3
personal necessity	8.14
religious observance	8.4.1.2
return rights	8.1.4.1
sabbatical	8.8
workers' compensation	8.3
Leaves – unpaid	
benefits	8.1.8
child rearing	8.12
extended maternity	8.11.1
family care	8.12
leave positions/openings	8.1.4.2
long-term	8.1.4.1
personal leave	8.6
professional leave	8.10
return rights	8.1.4.1
Leaves - unit member donation	
sick leave bank	8.17
Length of contract	1.3
Length of service (transfers)	9.1.1.2
Letters of Agreement	Appendix J
Liaison committee	21.8
convening meetings	21.8.3
election to	21.8.1
minutes	21.8.4

principal written response timeline	21.8.5
responsibilities	21.8.2
size	21.8.1
special ed liaison	36.12
Long term disability plan	23.0
Lunch - teacher	7.6
Mailboxes, District	3.1
Mainstreaming	12.7, 11.21, 11.24.2
Maternity leave	
extended leave	8.11.1
return rights	8.1.4.1
Medical	
examinations	15.1
COBRA (PL.99-272)	21.5.2.2.1
Medicare	21.5.2.2.1
Meetings	7.5
additional required time (40 hours)	7.1
during preparation period	7.7
election day	11.8
length	7.5
request to reschedule	1.6
Minimum days	7.1.1.4, 7.1.1.5
Multiculturalism	37.0
Negotiations procedure	25.0
Non-confidential information access	3.5
Notice of openings	9.2 et.seq.
Nurses	
staffing	12.12
yard duty (adjunct duty)	7.3.5
Open House, Back-to-School Night	7.1, 7.22
Opportunity class	11.30
Overtime	7.4, 24.6
Payday (see also Salaries)	21.2.2
PERS	23.1
Personnel files	29.0
Political activity	33.6
Preparation time	
elementary (1-6)	7.1, 7.8
kindergarten	7.8.4
secondary	7.7
Professional growth	21.1
Professional Responsibilities	7.1
Psychologists	38.0
assignments	38.8
caseload	38.7
evaluations	10.5
hiring	38.10
hours	38.3
salary	38.4
shared assignment	38.13
substitutes	38.12
transfers	38.9
work year	38.5
working conditions	38.6
Reassignment	
special education	36.9
Recognition	2.0
Reduction in staff/attrition	11.13
Reimbursement - damaged property	11.11

Release time - Association business	3.4
Release time - Grievance	6.23
Remedial instruction	34.0
Report card timeline	11.6
Representation	1.4, 1.6, 6.9, 28.3.4, 28.3.5, 30.1.1.2, 30.4
Resource specialists	11.24.3, 36.7
class size	12.5.1
Responsibility center	11.29
Restroom break	7.6
Retirement	17.0
early	23.17.1
part-time employment/full-time retirement	
credit ("Willie Brown")	17.0
Sabbatical leaves	8.1.4.1, 8.8, 8.9
Safety	13.0
SB81	3.21.1.1.2
hazardous conditions	13.1.1, 13.1.2
hazardous waste	13.5.1
Safety Facilities Committee	7.1, 13.1.4
Salaries (see compensation)	24.1
credit for:	
travel	21.4.5
inservice	21.4.7.1
vocational	21.4.6
unit credit committee	21.4.8
years service	21.3.2, 21.3.5.2
limitations	21.4
pro-rated	21.4.1
schedule placement, current members	21.4
schedule placement, new members	21.3
School hours	7.1
SDAIE training	9.7.5, 11.31
Seniority	21.3.5
Seven-period day	7.20
Shared classroom teaching	18.0
Shared Site-based Decision Making	35.0
Sick leave bank	8.17
Site liaison committee	21.8
Special education	36.0
community advisory committee	36.2
department head meetings	36.8
due process hearing	36.4
handbook	36.13
full inclusion	36.6
IEP's	36.3
Liaison committee	36.12
reassignment	36.9
resource specialists	36.7
staff development	36.5
Specialized physical health care procedures	13.13
STRS	23.3
Student teachers	11.5
Subject assignment	11.10
Substitute pool	9.1.1.4, 9.1.1.5
Substitutes	19.0
assignments	11.3, 19.9
CBEST	19.8
credit for substituting	7.14, 7.15

evaluation	19.13.2
half-day/full-day assignments	19.10, 19.11
inservice	19.5
limit on number of substitutes	19.1.1
long term	19.6, 19.16
number of classes	19.12
observation and evaluation reports	19.14
removal from list	19.13
salaries	24.9
specialists	19.7.1
teacher requests	11.3
vacancies to be filled by substitutes	19.15
voluntary withdrawal	19.1.2.1, 19.1.2.2, 19.1.2.3
Summer school	34.0
pay	34.1.1
prep time	34.1.3
observation	34.7
selection	34.6
Summer warrants	21.2.6
Supplemental/remedial instruction programs	34.0
Surplussing	9.7
Suspension (pupil)	13.10, 13.11, 13.12
Teacher on assignment	8.1.4.1
Telephone/intercoms	11.27, 11.28
Temporary Unit Members	16.0
Transfers	9.0
Transporting students	14.2
Travel	
itinerant unit members	14.3
liability	14.2
reimbursement	14.1
Unassigned time	7.10
Unit credit committee	21.4.8
Unit member definition	2.1
Unit time conversion	12.3.2
Upgrading Employment Status	9.3
Vista flex time	7.1
Witnesses	6.23
Work place relocation	
site to site	11.19
within site	11.20
Work space/storage	11.26
Work year	22.0