

AGREEMENT BETWEEN

**FREMONT UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**



AND



**FREMONT UNIFIED DISTRICT TEACHERS
ASSOCIATION**

JULY 1, 2007 – JUNE 30, 2008

2007-2008 FUDTA – FUSD AGREEMENT
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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 Fremont Unified District Teachers Association/California Teachers Association/National Education Association (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, 2008.
- 1.4 A unit member has the right of representation in accordance with Article 28.2.
- 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 Fremont Unified District Teachers Association (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 Full Time Equivalent (FTE) worked 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 Agreement, a unit member has the right to FUDTA representation of the unit member's choice. The unit member may request to reschedule any meeting which the unit member is compelled to attend at a time and location convenient to all parties.
- 1.7 All individual contracts between the Fremont Unified School District (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

- Adapted PE Teachers
- Adult School Teachers
- Bilingual/ESL Teachers
- Categorical Non-administrative Specialists and Coordinators
- Classroom Teachers
- COIL Teachers
- Counselors
- Credentialed Librarians/Library Media Teachers
- Home/Hospital Teachers
- Nurses
- Preparation Specialists
- Preschool Teachers
- Program Specialists
- Psychologists
- Resource Specialists
- Speech and Language Pathologists
- Substitute Teachers
- Teachers of the Hearing Impaired
- Teachers of the Visually Impaired
- Teachers on Assignment
- Teachers on Leave to Regional Occupation Program (ROP)

Excluded are managerial, supervisory, classified and classified confidential employees and employees working under an independent contract or through another agency within the meaning of the Educational Employment Relations Act (EERA).

2.2 "Teacher" 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 unit members 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 the President's designee during the 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 Association President from this leave to the same site and assignment that the President would have held had the person not been on leave, if that person elects to return.
- 3.4 The Association shall have the right to purchase release time, at the appropriate substitute rate of pay, for a reasonable number of teachers working on Association business. These unit members shall arrange for substitutes in accordance with established leave procedures.
- 3.5 The District shall provide the Association 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 otherwise agreed, the District shall not schedule meetings, conferences, and other school business which would extend the regular school day on Thursdays. Unless otherwise agreed, the Association 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 unit members on them as long as this committee membership is not prescribed by law or code 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 Agreement 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 Public Employment Relations Board (PERB) 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 for 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 expressed 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 PERB Decision Number 314 (Marysville).
- 4.6 The Board shall have all rights accorded the District by California 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 (1/10) 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 California 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, the unit member shall file a declaration to that effect with both the District and the Association stating that the deducted fee be directed to the Lions Club Student Optometry Fund, the Red Cross, or the 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 Agreement. 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 the Association, the District shall be responsible for requiring any unit member to fulfill the 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 or their implementation. The Association 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 this Agreement.
- 6.3 "Grievant" means an individual unit member or members, or the Association in the course of processing a grievance.
- 6.4 Since it is important that grievances be processed as rapidly as possible, the timelines indicated at each procedure level are maximum, and every effort should be made to expedite the process. Timelines, however, may be extended by mutual agreement.
- 6.4.1 The timeline for each grievance procedural 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 commencing with Level One or Level Two, a grievance shall have been presented at the appropriate level within thirty (30) school days of the act/omission giving rise to the grievance.
- 6.6 Failure of the District to comply with the terms and conditions of Level One and Level 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 Level One or Level Two shall be considered as a waiver of all appeal rights.
- 6.8 Procedural levels may be bypassed when such an action would expedite the process, by mutual agreement of the parties.
- 6.9 If a grievance is of such a nature as to require immediate action, the grievant, or the grievant's 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 the grievant's 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, the timelines set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term. The grievance procedure may be continued during the summer, by mutual agreement.
- 6.11 Any unit member may at any time present a grievance to the District and have such grievance adjusted without the intervention of the Association, the exclusive representative, as long as the adjustment is reached prior to arbitration and is consistent with the terms of the Agreement, and provided that the District notifies the Association of all grievances upon receipt. The District shall not agree to a resolution of the grievance until the Association 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 unit members. 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'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 unit member 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 A grievance shall be processed as follows:
- *6.15.1 Level One: A grievance shall first be submitted in writing to the unit member'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.
- *6.15.2 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 designee. A conference shall be held within five (5) school days to be followed by a written decision within five (5) additional school days.
- *6.15.3 Level Three (Arbitration): 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. (Article 6.16 below)
- *6.16 Arbitration (Level Three):
- *6.16.1 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.
- *6.16.2 At any time during the thirty (30) school 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.
- *6.16.3 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 (AAA). 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) school days, either party may request another arbitration panel from AAA.

- *6.16.4 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.
 - *6.16.5 The arbitrator's decision shall be in writing and shall set forth the arbitrator's 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.
 - *6.16.6 All costs of the services of the arbitrator including, but not limited to, per diem expenses, 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.
 - *6.16.7 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.
- *6.17 The District shall provide release time for a grievance representative while such representative is representing a grievant at Levels One and Two. Paid release 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.
- *6.17.1 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 release time to do so.
- *6.18 Forms for filing and processing grievances shall be available to facilitate the grievance procedure. The District and the Association will work together to revise these forms as necessary.

ARTICLE 7: HOURS

7.1 Work Day

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 Required Time, as hereinafter defined.

Instructional Day

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

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

State Preschool and Preschool Enrichment Program (PEP): Teachers in the State Preschool and PEP programs shall have a 4-hour workday as defined in Article 39.

Special Education Preschool: In addition to the instructional minutes required, each teacher shall have a daily 50 minute preparation period. In addition, each teacher 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: 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;
- b) the principal seeks the input of the Assistant Superintendent of Human Resources and notifies the Assistant Superintendent of the revision prior to committing to a revision;
- c) no student is denied service based on the revised schedule;
- d) the total number of hours worked on site is the same as before the revision; and
- e) no unit member shall be required to participate in this program.

Home/Hospital: The hours of a home/hospital teacher shall include time spent working with other unit members to gather assignments, plans, materials, etc., for the students requiring home/hospital services, provided that such time falls within the aggregate time allotted per student: one (1) hour per day, five (5) days per week.

Additional Required Time (40 hours):

In addition to the Instructional Day, each unit member will be required to perform no more than 40 hours of Additional Required Time per year. Among these duties which the District assigns within these 40 hours are:

- Faculty and District meetings
- Department and Grade Level site meetings
- Special Education job-alike meetings (7 hours)
- District-required committee meetings, including: School Site Council, Student Study Team, Ethnic/Race Relations, Site Safety/Facility, District Assessment
- IEP and 504 meetings
- Before and after school bus and/or yard duty
- Supervision of students at extra- and co-curricular activities

A Special Education unit member who is required to conduct (Individual Education Plan) IEP meetings shall attend Faculty, and District job-alike meetings. Any hours remaining in the forty (40) hours owed shall be used for other duties falling under Additional Required Time. Any additional hours needed to complete IEP meetings which exceed the forty (40) 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.

In addition to the 40 hours Additional Required Time, the District may require attendance at Back-to-School Night and Open House.

7.1.1 Changes to the Work Day

All proposals to alter, at a particular site, the length of the Instructional Day, lunch period and/or preparation periods 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 (2) 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 Full Time Equivalent (FTE) worked at the particular school site.

7.1.1.2 Whenever an emergency change of more than two (2) consecutive days is required, and time permits, the unit members will be notified in writing and given an opportunity to vote by secret ballot. Each unit member's vote shall be valued per FTE worked at the particular school site.

- 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 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 there is no conflict or disruption to the operation of the District, including the ability of the transportation department to pick up and deliver students.

7.2 The District shall not assign duties on a Sunday, legal holiday, or during Board recess, unless under special circumstances and upon mutual agreement between unit member and site administrator.

*7.3 No unit member shall be denied a legally required restroom break, nor a minimum duty-free lunch exclusive of passing time.

*7.4 Additional Required Time (40 hour) Assignments

By May 15, each site's unit members will review the site's list of Additional Required Time Assignments for the following school year and make suggested additions and deletions to the list for that site.

On the first work day of the school year, the principal shall post a list of Additional Required Time Assignments which includes hours dedicated to meetings and hours required for supervision of students at extra- and co-curricular activities.

On the first work day of the school year, or as soon thereafter as possible for itinerant unit members, a unit member shall sign up for Additional Required Time. 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, site, and committee meetings.

*7.4.1 All unit members shall be given equitable opportunity to sign up for Additional Required Time.

*7.4.2 A unit member may not receive credit for Additional Required Time for which the unit member is already receiving extra duty compensation.

*7.4.3 Unit members shall sign up for Additional Required Time proportional to the time assigned to each site.

*7.4.4 The District will not assign a unit member before and/or after school bus supervision for more than fifteen (15) minutes except in emergencies.

*7.4.5 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.

*7.4.6 Scheduling of Student Study Team (SST) 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 SST meetings so that they will not be required to work beyond a continuous Instructional Day except in unusual circumstances.

*7.5 Adjunct Duties

Supervision duties within the Instructional Day are Adjunct Duties.

*7.5.1 A site administrator shall assign Adjunct Duties equitably and in a manner that is fair to the entire staff at each site. Unit members shall be rotated for Adjunct Duty supervision proportional to the time assigned to each site. A kindergarten teacher shall be credited with assigned Adjunct Duty time for any supervision duties completed with their own students before or after the 200 instructional minutes for kindergarten. If, due to scheduling, a kindergarten teacher supervises a class for more than the required 200 minutes in a day, any additional minutes shall be credited as Adjunct Duty.

*7.5.2 A nurse shall not be required to perform Adjunct Duty.

*7.6 Back-to-School Night and Open House

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:

*7.6.1 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.

*7.6.2 Open House activities shall be held during the Spring. Open House for K-6 schools will be held on Tuesdays, 7-8 on Wednesdays, and 9-12 on Thursdays. The date, time, and type of activity shall be established by December 1 of the current school year.

*7.6.3 A school may select a day other than the one designated for Back-to-School Night or Open House as long as there is no conflict with other schools within its attendance area.

*7.7 Overtime

Overtime is Additional Required Time above and beyond 40 hours. The principal must request, but may not require, a unit member to perform overtime.

*7.8 Preparation Periods

*7.8.1 A unit member may leave the campus or work site during the unit member's preparation period to attend to necessary work-related activities and for preparation activities which cannot be accomplished on site.

*7.8.2 Each grade 7-12 teacher 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.

- *7.8.2.1 The length of the preparation period for grades 7-12 shall be 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 to as provided for in Articles 1.5 and 7.1.1.
- *7.8.2.2 At sites where schedules reflect a mutually agreed adjustment to the length of the preparation period to implement another instructional activity, such as Sustained Silent Reading or Advisory, the length of the periods as well as the equitable allocation of preparation time shall be established in the same manner as in Article 7.8.2.1 in order to provide equitable treatment to all unit members.

*7.8.3 Each grade 1-6 teacher will receive 45 minutes of daily preparation time or the equivalent of 225 minutes per week 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.

A grade 1-3 teacher will receive 45 minutes of daily preparation time, the equivalent of 30 minutes daily or 150 minutes per week delivered by a preparation specialist, 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.)

Preparation time for grades 4-6 shall be delivered by a preparation specialist.

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 specialist, it will be by mutual agreement of the parties.

- *7.8.3.1 An elementary preparation specialist shall receive 45 consecutive minutes of daily preparation time.
- *7.8.3.2 A general education grades 1-3 combination teacher shall receive the equivalent of 45 minutes of daily preparation time delivered by a preparation specialist.
- *7.8.3.3 A combination Special Day Class grades 1-6 teacher shall receive the equivalent of 45 consecutive minutes of daily preparation time from a preparation specialist.
- *7.8.3.4 A kindergarten teacher shall receive 250 minutes of preparation time per week within the Instructional Day that is not spent in another assigned instructional duty.
- *7.8.3.5 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.

*7.8.4 Elementary Preparation Specialists

*7.8.4.1 The District shall make every effort to hire preparation specialists on a full-time basis and will review preparation allotments each year.

*7.8.4.2 The District shall not assign an elementary preparation specialist to more than two (2) work sites unless otherwise agreed to by the Association and the District. A preparation specialist shall receive time for travel between sites in accordance with Article 14.3.

*7.8.4.3 In the case of declining enrollment at any school site, and the District has surplused an elementary preparation specialist, the District and the site will follow the surplus procedures according to Article 9.7 unless the available specialist's credential and certificate limit the preparation options. In such situations, sites with vacancies shall first accommodate the specialist who was surplused and placed on the unassigned list before voting to determine preparation subject content.

*7.8.4.4 When there is a vacant elementary preparation specialist position, the content of the preparation position shall be determined by a majority of the unit members at that site, in agreement with the principal, and consistent with Board direction (P.E., Science, Music, Library/Media, Computer).

*7.9 Loss of Preparation Period

*7.9.1 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. The following procedures shall be followed:

*7.9.1.1 Secondary

At the start of the school year, the principal shall establish and post a list of the preparation periods of all unit members at the site. This list also shall accurately indicate the number of times a unit member has been required to substitute. The number of times one has been required to substitute in the previous year will determine the placement on the subsequent year's list. The principal will be responsible for ensuring that the appropriate unit members are notified of their turn in the rotation.

A substitute, who is working at a site that day, shall be offered the first opportunity to volunteer to fill an unfilled absence before assigning other unit members. If a substitute is not available, a unit member may volunteer to fill an unfilled absence. A unit member who volunteers for substitute duty shall be noted and shall be offered a position before other unit members are assigned.

When no volunteer is available, the principal shall move sequentially through the list to fill an unfilled absence.

A unit member deprived of their preparation period shall receive the hourly rate of pay.

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.

*7.9.1.2 Elementary

In an emergency, in cases where regular substitutes are unavailable, the principal may assign an elementary preparation specialist on a recorded rotational basis to fill an unfilled absence following determination of need by principal and unit members affected at each individual school.

A unit member deprived of their preparation period shall receive the hourly rate of pay.

*7.9.2 A unit member volunteering for or assigned to substitute during a regularly scheduled preparation time or class time shall be compensated at the hourly rate of pay in one hour increments.

*7.9.3 The Human Resources Department shall maintain records of all occasions when regular teachers are assigned to substitute and shall provide the Association monthly reports on the number and location of unfilled absences on any given day.

*7.10 The District shall not require a unit member in grades 7-12 to teach more than five (5) instructional periods, or the equivalent, per day.

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

*7.12 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.

*7.13 If the District reinstates release time for Activity Directors, the District and the Association shall meet to negotiate the terms.

The stipend for Activity Director shall be as established in Appendix E.

*7.14 The District shall not conduct any District-wide in-service for all unit members on the first work day.

*7.15 The District shall establish a District-wide committee to review and revise 504 forms and procedures (the majority of committee members shall be Association members).

ARTICLE 8: LEAVES

8.1 General

8.1.1 A unit member desiring a leave of absence without pay may apply directly in writing to the Assistant Superintendent for Human Resources, who must act on the request within five (5) days. That decision shall be subject to appeal to the Board.

8.1.2 A unit member shall follow the leave 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 Department of the 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 the unit member would have had if the unit member 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 leave, for up to one year, shall have the right to the same assignment held before taking the leave. If the leave is longer than one year, the unit member shall be placed on the unassigned list.

8.1.4.2 A Teacher-on-Assignment shall have the right to return to that assignment held before the leave for up to two (2) years. However, by mutual agreement between the unit member and the District, the unit member may be returned to an assignment or site other than the one previously held.

8.1.4.3 The school site position vacated by a unit member on leave shall be considered a temporary position for the first twelve (12) months or less of the leave. A unit member who fills a temporary position shall not be considered in permanent status at that school.

*8.1.4.4 Return from Leave of Absence

Fall Semester Leave:

A unit member on leave for the fall semester or longer shall submit an Intent to Return Notice or equivalent notification to the Human Resources Department on or before February 15. A unit member who does not submit notice according to this timeline shall automatically be placed on the unassigned list. A principal may make tentative assignments without reference to unit those members.

Spring Semester Leave:

A unit member on a spring semester leave shall submit an Intent to Return Notice or equivalent notification to the Human Resources Department on or before the last work day in March. A unit member

who does not submit notice according to this timeline shall automatically be placed on the unassigned list. A principal may make tentative assignments without reference to those unit members.

- 8.1.5 The District and Board trustees 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 California Education Code with or without pay, but shall not deprive a unit member of leave to which the unit member is entitled under law.
 - 8.1.7 Computation of salaries for absences other than those provided for in the California Education Code and this Agreement shall be determined at the discretion of the Board.
 - 8.1.8 During all unpaid leaves, a unit member 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 During all paid leaves, a unit member shall have continued coverage under employee-purchased fringe benefit plans, and shall receive credit for salary increments as if the unit member were on duty.
 - 8.1.10 A unit member requesting a substitute for one (1) or two (2) 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 Sick Leave: Medical/Personal Illness/Injury Leave
- 8.2.1 Ten (10) 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. 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 (California Education Code 44978). A part-time unit member will be granted a proportionate part of Sick Leave. The Board shall comply with provisions of the California 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, spouse, or domestic partner.
 - 8.2.2 The Superintendent may require verification of reported 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 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, up to a total of 100 school days.

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

Whenever a unit member is absent from employment and unable to perform duties as a result of personal illness/injury occurring in the course of employment and a valid claim has been accepted and approved by the District's Workers' Compensation third party administrator, the unit member will be paid the full salary for the period of that 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 California Education Code 44984. Such leave shall not be charged to annual or cumulative sick leave. After all allowable leaves and Board-granted extensions are exhausted, the unit member shall be allowed to use regular cumulative Sick Leave under the provisions in Article 8.2. The Board may request a reasonable number of physical examinations by a licensed physician.

8.4 Special Leave

8.4.1 Up to two (2) days of leave, with full compensation, may be granted to each unit member, whose assignment is at least 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 the unit member's presence in the unit member's immediate household and/or involving spouse or registered domestic partner, parent, child 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 The Superintendent may consider exceptions to this policy.

8.4.2 A 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 Articles 8.4.1.1 through 8.4.1.4. A unit member shall notify the site administrator before 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 from the date of the death. Family is defined below.

*8.5.1.1 Family members are defined for Bereavement Leave purposes as spouse or domestic partner and parent, child, sibling, grandparent, grandchild, in-laws, aunt, uncle, niece, nephew, godchild, or conservatee of the unit member or of the spouse or domestic partner, or anyone living in the immediate household of the unit member.

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.

8.6 Personal Leaves

8.6.1 A leave 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 rate 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 A leave to care for a child, parent, spouse, or registered domestic partner, who is seriously ill and unable to provide self-care shall be granted for up to ten (10) work days. A unit member shall receive the difference between the actual rate 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)

A unit member may be absent from duty to serve as a juror or when subpoenaed as a court witness in the line of civic responsibility (other than personal business) without loss of pay. Fees paid the unit member for such services shall be payable to the District.

8.8 Sabbatical Leave

Sabbatical Leave is defined as "a leave of absence granted pursuant to California Education Code 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 the 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 the 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 Department 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 the unit member's 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 Department. The criteria upon which the committee shall base its selections shall be limited to those found in

California Education Code 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 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 California Education Code 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 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 the unit member's 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 (California Education Code 44969).

8.8.4.5 Non-liability of District and Board

Both the Board 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 California Education Code 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 unit members.

8.9.2 All Sabbatical Leaves shall be granted according to the procedures outlined in Article 8. However, those Sabbatical Leaves beyond the eight (8) full-time equivalents of unit members will be granted on the condition that the unit member's leaving will not require replacement from outside the District.

8.10 Professional Leave

A leave for professional duty or study without pay may be granted by the Board for a period of one (1) 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 unit member 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, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member'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 up to the limits stated in Article 8.2.

*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 rate paid a substitute up to the long term substitute rate, excluding the cumulative incentive pay rate. Extended Maternity Leave commences with the return to work date as determined by the unit member's physician. Non-working days, including vacation time, shall not be counted against the leave.

8.12 Child and Family Care Leave

An unpaid leave for childcare shall be granted upon request for all or part of the semester in which the leave is requested. A 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 Board shall grant unpaid leave for family care consistent with the provisions

of the California Family Rights Act and the Federal Family and Medical Leave Act (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) who is afflicted by a serious health condition.

8.12.2 A Child and Family Care Leave is not considered a break in service for purpose of eligibility for employee benefits, longevity, or seniority under this Agreement.

8.13 Military Leave

A request for Military Leave shall be granted pursuant to provisions of California Education Code 44800, and Military and Veterans' Code 395.01 and 395.02.

8.14 Personal Necessity Leave

A unit member may charge up to seven (7) days Personal Necessity Leave to Sick Leave: Medical/Personal Illness/Injury Leave in accordance with California Education Code 44981 and Board Policy. If such leave is taken for other than illness or death in the immediate family, accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, or appearance in court as a litigant, the unit member shall notify the immediate supervisor at least twenty-four (24) hours in advance.

*8.15 Paternity/Adoption Leave

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 rate 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. Non working days, including vacation time, shall not be counted against the leave. 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) work days of paid or unpaid Catastrophic Leave to a unit member who has suffered from a personal catastrophe (such as destruction of the unit member's 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

A unit member 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 unit members. Donated Sick Leave shall be converted for use on an hour-for-hour basis resulting in the recipient being paid at the unit member's 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 Leave Bank shall be kept confidential unless the receiving unit member requests otherwise. The unit member must be enrolled in the Sick Leave Bank before being eligible for donated Sick Leave.

8.18 A unit member with a disability shall be granted leaves with the full rights, protections, and benefits of the Federal Americans with Disabilities Act.

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

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

Transfer is a voluntary request by a unit member for change in assignment between schools. A unit member shall be given the opportunity to apply for a transfer with or without giving reasons. A request for transfer must be submitted on the Transfer Request Form, specifying the grade and/or subject, and site. The Human Resources Department shall provide the 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."

Transfer requests shall be kept on file by the Human Resources Department from time of submission until September 30. All qualified unit members requesting transfers shall be offered an interview, to be conducted by the principal, and should include a department chairperson or grade level representative, and one (1) other unit member selected by the site unit members, before a position is filled by the principal.

9.1.1 The District shall consider the following factors before 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 the unit member is best suited by qualifications and experience. The qualifications and experience that shall be considered include preparation, (i.e. coursework, training, workshops, professional experience) written annual evaluations, and length of service as a unit member in the 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. A transfer candidate unit member may request reasons, in writing, as to why the person being transferred was selected.

*9.1.1.4 Pool of Excess Certificated Employees (PECE)

The PECE is created whenever there are displaced permanent or probationary unit members due to District-wide loss of enrollment, school closures, class size changes, budget constraints, credentialing, etc. who will be substituting on a daily basis.

*9.1.1.5 Transfer to PECE:

When there is a District-wide need for staff reduction a unit member may volunteer to be placed in the PECE even though the reduction is not at the unit member's site, provided the following conditions are met:

*9.1.1.5.1 There is a qualified PECE unit member willing to exchange and to fill the volunteer unit member's position.

*9.1.1.5.2 The principal agrees to the transaction.

*9.1.1.6 Until such time as all unit members in the PECE have been placed in a regular position, no person shall be hired from outside the District unless there is no unit member on the existing staff with the required credential.

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

9.2 Transfer Procedure

The transfer procedure shall be coordinated by the Human Resources Department. 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. Transfer forms are available in the Human Resources Department and on the District's web page.

*9.2.1 The District shall fill vacancies in the following order:

- a. Unit members on the PECE List
- b. Unit members on the Unassigned List;
- c. Permanent/Probationary unit members requesting transfer;
- d. Temporary unit members on Rehire List;
- e. New hires.

9.2.2 The District shall officially add new open positions to the subsequent monthly Vacancy List as soon as they are declared vacant by the Human Resources Department.

9.2.3 The Vacancy List Timelines, including transfer unit member interviews, shall be from April 1 through August.

9.2.3.1 A list of vacancies shall be posted on the first school day in April, the first Monday of May, the first Monday of June, the second Monday in July, and the first Monday in August. Each Vacancy List 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 Department, at each school site, and by hard copy to the Association.

9.2.4 Vacancy List process shall be as follows.

9.2.4.1 First school day in April:

After all unit members on the PECE and Unassigned Lists have been placed, the April posting shall be open to permanent/probationary unit members. The April 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) work day posting period, all permanent/probationary unit members who notify, or have previously notified the Human Resources Department 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 the unit member has applied. Such interviews shall occur at the close of the ten (10) work 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 the names of temporary contract unit members on the Rehire List from the Human Resources Department.

*9.2.4.1.1 Return from Leave of Absence

Fall Semester Leave:

A unit member on leave for the fall semester or longer shall submit an Intent to Return Notice or equivalent notification to the Human Resources Department on or before February 15. A unit member who does not submit notice according to this timeline shall automatically be placed on the Unassigned List. A principal may make tentative assignments without reference to unit those members. See Article 8.1.4.4.

Spring Semester Leave:

A unit member on a spring semester leave shall submit an Intent to Return Notice or equivalent notification to the Human Resources Department on or before the last work day in March. A unit member who does not submit notice according to this timeline shall automatically be placed on the unassigned list. A principal may make tentative assignments without reference to those unit members. See Article 8.1.4.4.

9.2.4.2 First Monday in May and June and second Monday in July:

Beginning with the posting on the first Monday in May, each monthly Vacancy List shall reflect all new vacancies known since the previous month's posting. The posting shall be open for a period of ten (10) work days. At the close of the ten (10) work day period, all qualified and credentialed applicants for positions shall be considered as stated in Article 9.2.1.

9.2.4.3 First Monday in August:

All new or unfilled vacancies as of the first Monday in August shall be posted for a period of ten (10) work days and shall be open for transfer to all permanent, probationary, and temporary unit members who have been rehired.

9.2.4.4 All remaining unfilled positions from the April Vacancy List as of the first Monday in August shall be sent to the Association 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 following April Vacancy List. A unit member 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 interviewing principal shall notify all transfer applicants when a specific position for which the unit member 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 increasing the unit member's proportion of full-time and will have priority over new hires.

A part-time unit member who applies to fill a vacancy should be given an interview- and considered as a viable candidate if appropriately credentialed, certificated, and experienced in the grade level (K-6, 7-8, 9-12) or content area of the vacancy. The position is temporary and the unit member must reapply when the position is reopened on the first school day in April for the next school year.

9.4 An Adult School unit member who is appropriately credentialed and certificated may apply to transfer to vacancies in the K-12 education program. An Adult School unit member shall be given interviews and considered as a viable candidate for transfer and will have priority over new hires.

9.5 Exchange Transfers

9.5.1 Exchange transfer opportunities will be made available. An exchange transfer is defined as a transfer that 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 arrangements 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 A unit member 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, the unit member 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 unit member holding the position.
- 9.5.5 District-wide seniority numbers held by the exchange transfer unit members shall remain in effect at the unit members' original school sites.
- *9.5.6 Either unit member may nullify the written Exchange Transfer Agreement only prior to the start of the assignment.
- 9.5.7 An exchange transfer shall be temporary. An exchange transfer may be made permanent by mutual agreement of all unit members and principals involved. In cases of a permanent exchange transfer, the seniority numbers shall follow the unit members to their new sites.

9.6 Reassignment

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

- 9.6.1 A unit member 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 the unit member is qualified, unless otherwise specified at the time of the reassignment.

9.7 Surplusing

Surplusing is a District-determined excess of unit members 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.

- 9.7.2 If surplusings is necessary, the following steps shall be adhered to in the order presented:
- 9.7.2.1 Place excess FTEs in vacancies based on credentials and certification. 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 surplusings 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 FTEs. The reconfiguration cannot be to the detriment of the educational needs of the site.
 - *9.7.2.3 The timelines described in Articles 11.10, 11.10.1 and 11.10.2 shall be observed.
- 9.7.3 If surplusings is unavoidable, the District may ask for volunteers at the site to go onto the Unassigned List.
- 9.7.4 If surplusings is unavoidable, 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 unit member with the highest seniority number at the site shall be surplusd.
 - 9.7.4.2 Secondary Level: The unit member(s) with the highest seniority number in the affected department(s) shall be surplusd unless the unit member(s) is/are the only unit member(s) available at the site credentialed to teach a specific class(es) included in the approved curriculum. In such case, the unit member in the department with the next highest seniority number is surplusd.
- 9.7.5 In the event that a unit member is surplusd for reasons of English Language (EL) 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 surplusings, which shall be furnished in writing.
- 9.7.6 Return Rights of Surplusd Unit Members
- The District shall afford unit members who are surplusd return rights as described below:
- 9.7.6.1 A unit member surplusd because of declining enrollment or staff reduction shall have the right to return to the original school in

reverse order of that in which the unit member was surplus, provided a request for such transfer is made within one (1) year from the date the unit member was surplus.

9.7.6.2 Personal preference of a surplus unit member as to new assignments shall be honored in order of seniority and before transfers or new hires are placed or assigned.

9.7.7 School Closures

A unit member in a school 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 be placed on the Unassigned List. When there are no available positions in the District, the unit member will be assigned to the PECE according to the provisions in Article 9.1.1.4.

9.7.7.1 Vacancies shall be offered at a general staff meeting at the closing school. At the meeting, unit members shall be informed of all the options before the selection process begins. Once a unit member makes a selection, new positions cannot be selected by the unit member except through the transfer process.

9.7.7.2 Seniority determines placement at a site where there is both declining enrollment and increased staffing requirements due to another site's closure.

9.8 Limited Term Permit

A unit members who is 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 Department shall forward the reimbursement form to those unit members.

9.9 Availability of Transfer, Reassignment and Surplus Information

9.9.1 Each site principal, the Human Resources Department, and the Association shall maintain a copy of the Agreement provisions in this Article readily available to all unit members.

9.9.2 A Vacancy List 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 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 a non-bilingual unit member with a bilingual unit member, the District shall seek volunteers prior to surplus any unit member. If surplus becomes necessary, the unit member with the highest seniority number with the appropriate credential and certification shall be surplus.

9.12 Extra Duty Assignments

- 9.12.1 All positions for extra duty assignments in Appendix E (Coaching Activities and Extra Duty Compensation) of 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 or willing candidates at the site, the position will be posted by the Human Resources Department for a minimum of two (2) weeks.

ARTICLE 10: PROCEDURES FOR EVALUATION

- 10.1 Evaluation and assessment of a unit member shall be a continuous year round process. A Permanent unit member shall be evaluated no more than every other year. Approximately one-half of the Permanent personnel will be evaluated each year; the administrator shall select these. A Probationary or a Temporary unit member, except a substitute unit member, shall be evaluated annually. A substitute unit member 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 A unit member's immediate administrator is ultimately responsible for evaluating personnel. The administrator supervises and provides a unit member with assistance when necessary.
- 10.2.1 In the case of a unit member who works for more than one administrator, the evaluator shall be determined by mutual agreement between the unit member and all administrators involved.
- 10.2.2 A unit member shall not participate in the evaluation of another unit member.
- 10.3 Evaluation and assessment of the effectiveness of Teachers, Speech and Language Pathologists, and credentialed Librarians and Library Media Teachers shall be based on the following 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 shall be based on the following Basic National Standards of Practice:
- 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 School Psychologists shall be based on the following Responsibilities and Duties of the Profession:

- 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 shall be based on the following Responsibilities and Duties of the Profession:
 - 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 Evaluation and assessment of the effectiveness of State Preschool and Preschool Enrichment Program (PEP) Teachers shall be based on the following Responsibilities and Duties of the Profession:
 - *10.7.1 Establishing and maintaining a suitable learning environment
 - *10.7.2 Providing appropriate and varied developmental opportunities for students
 - *10.7.3 Establishing and maintaining effective parental involvement
 - *10.7.4 Developing as a professional educator
- *10.8 The District shall not hold a unit member accountable for any aspect of the educational program over which the unit member has no authority, nor shall the District hold any unit member accountable for correcting any given condition when adequate means for doing so are unavailable to the unit member.
- *10.9 The District shall provide to a unit member being evaluated a copy Article 10 of this Agreement and the **Evaluation/Notice Checklist Form**, which includes the identity of the evaluator and the notice of the initial Building Level Staff Meeting.
- *10.10 By **September 15**, a Building Level Staff Meeting shall be convened for the purpose of reviewing evaluation policies and procedures for unit members being evaluated. At this meeting, the evaluator(s) shall review the following:
 - *10.10.1 The identity of the evaluator
 - *10.10.2 The evaluation cycle to be used
 - *10.10.3 The steps to be included in the evaluation process as noted in the **Evaluation/Notice Checklist Form**
 - *10.10.4 The procedure for Formal Observations and/or Conferences
 - *10.10.4.1 The unit member has the right to have a Conference with the evaluator to modify these procedures.
 - *10.10.5 The provision for support services and follow-up counseling

- *10.10.6 The provision for the unit member to append a statement to the **Final Evaluation Form**, if desired
- *10.10.7 When a New or Temporary unit member is placed in a position after the Building Level Staff Meeting, the evaluator will meet with the unit member within 15 school days to review the evaluation procedures and establish modified time lines.
- *10.11 The District shall provide to a unit member appropriate forms that are used in the evaluation process and noted on the **Evaluation Notice/Checklist Form**. (Article 10.9)
- *10.12 The Regular Evaluation Process

The Regular Evaluation Process is specified on the **Evaluation Notice/Checklist Form** and includes the following:

- *10.12.1 By **October 15**, the unit member shall submit to the evaluator the **Evaluation Planning Form** having checked and recorded two (2) and no more than three (3) Standards or Responsibilities and Duties of the Profession on which to focus.
- *10.12.2 By **October 20**, the evaluator will complete the evaluator's portion of the **Evaluation Planning Form** and return it to the unit member.
 - *10.12.2.1 If there is a dispute over the content of the **Evaluation Planning Form**, either the unit member or evaluator may request a Planning Conference which, if requested, must be held by **November 1**.
 - *10.12.2.1.1 If the dispute is not resolved at the Planning Conference, an Advisory Committee shall be called in accordance with Article 10.17.
 - *10.12.2.2 If there is no dispute over the content of the **Evaluation Planning Form**, the Planning Conference need not be held.
- *10.12.3 The evaluator may conduct Informal Observation(s) using the approved **Informal Observation Form**.
 - *10.12.3.1 The evaluator will provide the unit member with a completed copy of the **Informal Observation Form** within five (5) school days of the observation unless either party extends the timeline.
 - *10.12.3.2 The unit member or the evaluator may request a Conference to discuss the comments on any **Informal Observation Form**.
- *10.12.4 By **January 15**, the evaluator shall conduct a Formal Observation and complete the **Formal Observation Form**.
 - *10.12.4.1 A Formal Observation is a scheduled observation of at least thirty (30) minutes in duration. It shall consist of an examination of the unit member's teaching/performance as related to the Standards or Responsibilities and Duties of the Profession as stated in Articles 10.3, 10.4, 10.5, 10.6, and 10.7 and be followed by a written report by the evaluator on the **Formal Observation Form**.
 - *10.12.4.2 The evaluator and unit member must conference on at least one Formal Observation within five (5) school days of the observation

unless either party extends the timeline. The completed **Formal Observation Form** will be presented to the unit member at the Conference for discussion.

*10.12.5 By **February 1**, a Conference shall be held as needed to discuss progress, problems, assistance needed, and/or revisions required, and a time line for completion or review. The report of the Conference and Program for Improvement shall be recorded on the **Conference and Improvement Form**.

*10.12.5.1 When difficulty or failure in achieving Standards or Responsibility and Duties of the Profession is detected, responsibility shall rest with the evaluator to identify areas of weakness, suggest solutions, and permit an amount of time mutually agreed upon for suggested improvement.

*10.12.5.2 If an area of weakness has been noted, the evaluator and unit member shall develop a mutually agreeable Program for Improvement for the remainder of the school year and the subsequent year, as appropriate.

*10.12.5.3 Program for Improvement

*10.12.5.3.1 Specific areas of assistance offered may include, but are not limited to:

- a. Opportunity to attend workshops, trainings, or in-services.
- b. Opportunity to observe other unit members or see model lessons.
- c. Opportunity to review materials, resources, or strategies.
- d. Assistance from Beginning Teacher Support and Assessment Induction Program (BTSA), Peer Assistance and Review (PAR), or other support programs as applicable.
- e. Opportunity to consult with others and receive assistance.
- f. Time to create or modify lesson plans/strategies with assistance.

*10.12.6 Final Evaluation Conference

The unit member and the evaluator shall each present data regarding the unit member's achievement. A Final Evaluation Conference will be held as follows:

For a Temporary or Probationary unit member on Regular Evaluation Cycle: By **March 1**

For a Permanent unit member on Regular and Five (5) Year Evaluation Cycles: By **May 1**

For a Permanent unit member on the Two (2) Year Alternative Evaluation Cycle:
By **May 15**

- *10.12.7 The Final Evaluation Conference shall be summarized on the **Final Evaluation Form** and distributed as follows: one copy to the unit member, one copy to the evaluator, and the original copy to the Human Resources Department.
 - *10.12.7.1 When an amount of time mutually agreed upon for a Program for Improvement has elapsed and the agreed upon improvement has not occurred, the evaluator shall document the area of weakness on the **Final Evaluation Form**.
 - *10.12.7.2 Referral to PAR

After all procedures have been followed, the evaluator may submit an Overall Evaluation of "Unsatisfactory" on the **Final Evaluation Form** and will refer the unit member to PAR before the end of the school year. The evaluator may initiate a request for possible dismissal.
 - *10.12.7.3 The signature of the unit member shall not imply either agreement or disagreement with the **Final Evaluation Form**.
 - *10.12.7.4 If the unit member is in disagreement with the content of the **Final Evaluation Form**, the unit member shall complete the **Response to Employee's Evaluation Form** within five (5) school days and submit it to the evaluator for signature. The evaluator will return a signed copy to the unit member within five (5) school days. This **Response to Employee's Evaluation Form** shall be attached to all copies of the **Final Evaluation Form**.

*10.13 The Two (2) Year Alternative Evaluation Process

This process is available for Permanent unit members who have received two (2) consecutive Overall Evaluations of "Outstanding" as noted on the **Final Evaluation Form**. All other provisions of Articles 10.12 and 10.14 (Regular and Five (5) Year Evaluation Processes) shall apply.

- *10.13.1 The Two (2) Year 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 or the Five (5) Year Evaluation Process, if applicable, will be used.
- *10.13.2 If the evaluator does not agree to the Alternative Evaluation Process for a unit member, the evaluator will present in writing, upon request of the unit member, the reasons for this decision. The decision is not subject to the grievance process.
- *10.13.3 The Two (2) Year Alternative Evaluation Process is as follows:
 - *10.13.3.1 The evaluator will record at least two (2) Informal Observations on the **Informal Observation Form**.
 - *10.13.3.2 After Informal Observations, the evaluator will conduct Conferences upon request of the unit member or the evaluator.

*10.13.3.3 The evaluator shall complete the **Final Evaluation Form** and shall present it to the unit member by **May 15** for signature. If the **Final Evaluation Form** indicates that the performance of the employee is "Outstanding," no Conference is necessary unless requested by either the unit member or the evaluator. If the **Final Evaluation Form** indicates that performance of the employee is less than "Outstanding", a Final Evaluation Conference must be held by **June 1**.

*10.14 The Five (5) Year Evaluation Process (California Education Code Section 44664)

*10.14.1 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 Evaluation Process. (Article 10.12 and California Education Code Section 44664) All of the following conditions must apply:

*10.14.1.1 A unit member who has achieved Permanent Status and has been employed at least ten (10) years with the school district. 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's 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.

*10.14.1.2 The unit member's immediate prior **Final Evaluation Form** indicates "Outstanding" or "Meets Standards" or "Meets Responsibilities and Duties".

*10.14.1.3 A unit member who is in a position identified as a Core Content Area by the Federal No Child Left Behind (NCLB) Act must be "Highly Qualified."

*10.14.1.3.1 NCLB definition of "Highly Qualified" applies to teachers of English, Reading/Language Arts, Mathematics, Science, Civics and Government, Economics, Arts, Foreign Language, History, Geography, Self-Contained/Elementary Multiple subjects.

*10.14.1.4 A unit member who is in a position other than an NCLB identified Core Content Area may be evaluated under the Five (5) Year Evaluation Process provided all provisions other than Article 10.14.1.3 are met.

*10.14.2 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.

*10.14.3 If the evaluator does not agree to use the Five (5) Year Evaluation Process for a unit member, the evaluator will present in writing, upon request of the unit member, the reasons for this decision. The decision is not subject to the grievance process.

*10.15 In the Regular, Two (2) Year Alternative, and Five (5) Year Evaluation Processes the evaluator shall:

*10.15.1 Commend a unit member in areas of competence and effective instruction.

- *10.15.2 Identify areas of weakness, if observed, which can be strengthened to improve the effectiveness of a unit member, so that such conditions may be remedied.
- *10.15.3 Assist a unit member to overcome a weakness and improve effectiveness.
 - *10.15.3.1 A Conference and Improvement Plan should be mutually developed following the process in Article 10.12.5.1 if a unit member is not satisfactorily performing according to the Standards or Responsibilities and Duties of the Profession initially determined on the Evaluation Planning Form and the evaluator documents areas of weakness on **Informal** and/or **Formal Observation Forms**.
- *10.16 Any Informal or Formal Observation that could lead to an Adverse Remark(s) which might appear on the **Final Evaluation Form** shall be brought to the unit member's attention and supported by written documentation of the observed area of weakness. It shall be attached to the **Informal** or **Formal Observation Form**. The **Notice of Potential Adverse Evaluation Form** will be used for this purpose. The evaluator must confer with the unit member and make specific recommendations in writing relative to techniques to produce improvements.
- 10.17 Advisory Committee
 - *10.17.1 If, on any matter, a unit member and evaluator cannot agree, an Advisory Committee will be formed to resolve the issue. It will be composed of the following members: a person selected by the unit member; 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.
 - *10.17.2 The decision of the Advisory Committee will be binding upon both parties. Either party will have the opportunity to attach a written statement to the **Final Evaluation Form** regarding the decision of the Advisory Committee.
- 10.18 **A Final Evaluation Form** filed in the personnel file shall contain no statement that has not been made available to the unit member who was evaluated prior to its being placed in the unit member's file.
- 10.19 Each unit member recommended for non-reemployment shall be so informed, in writing, prior to **March 15**.
- 10.20 Disputes concerning procedures used for the evaluation of unit members shall be subject to the grievance/arbitration procedures of this Agreement (Equal Employment Rights Act (EERA) Section 3543.2). All other aspects of the evaluation process are not subject to the grievance/arbitration procedure, unless provided for elsewhere in the Agreement.

Fremont Unified School District Evaluation Notice/Checklist Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

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

Preschool Class: _____

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

Location: _____ Time: _____

- Regular Evaluation Process (Article 10.12) (excludes item 13 below)
- Two (2) Year Alternative Evaluation Process (Article 10.13) (excludes items 7, 8, and 12 below)
- Five (5) Year Evaluation Process (Article 10.14) (excludes item 13 below)

Steps in the Evaluation Process:

- Yes** **NA** 1. **By September 15, a Building Level Staff Meeting shall be convened for the purpose of reviewing evaluation policies and procedures for all unit members being evaluated. Unit members will be notified of the identity of the evaluator, steps in the evaluation process, procedures for observations, support services, the process for appending the Final Evaluation Form and will be provided this Checklist.**

- Yes** **NA** 2. The **Evaluation Planning Form** and a copy of Article 10 shall be given to the unit member at the Building Level Staff Meeting.

- Yes** **NA** 3. By **October 15**, the unit member 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 unit member. If there is a dispute over the content of the planning form, either the unit member 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 according to Article 10.17
Date of meeting: _____

- Yes** **NA** 5. The evaluator may complete written Informal Observation(s) on the **Informal Observation Form** and submit copies to the unit member. Dates: _____

- Yes** **NA** 6. Upon the request of the evaluator or unit member, 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 **Formal Observation Form**. Date: _____

- Yes** **NA** 8. The evaluator and unit member must conference on a Formal Observation within five school days of the observation unless the time line is extended by mutual agreement. The completed **Formal Observation Form** will be presented to the employee at the Conference. Date: _____

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Fremont Unified School District Evaluation Notice/Checklist Form

Employee: _____ Evaluation Year: _____

- Yes** **NA** 9. Any Adverse Remark(s), which might appear on a **Final Evaluation Form**, shall be immediately brought to the unit member's attention on the **Notice of Potential Adverse Remark Form** and supported by written documentation of observed area of weakness. The evaluator must confer with the unit member and make specific recommendations in writing relative to techniques to produce improvements.
Dates: _____
- Yes** **NA** 10. The evaluator may request a Conference or suggest in writing on the **Conference and Improvement Form** support services to the unit member, which may include but are not limited to:
- Opportunity to attend workshops, training, or in-services.
 - Opportunity to observe other unit members or see model lessons.
 - Opportunity to review materials, resources, or strategies.
 - Assistance from BTSA, PAR, or other support programs.
 - Opportunity to consult with others and receive assistance.
 - Time to create or modify lesson plans/strategies with the assistance of another.
- 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 on the **Conference and Improvement Form**. If an area of weakness has been noted, the evaluator and unit member shall develop a mutually agreeable Program for Improvement for the remainder of this year and the subsequent year, as appropriate. Date: _____
- Yes** **NA** 12. By **March 1** for Temporary and Probationary unit members, and **May 1** for Permanent unit members, a Final Evaluation Conference will be held. The unit member and evaluator shall each present data regarding the unit member's achievement. Date: _____
- Yes** **NA** 13. By **May 15** the evaluator shall present to the unit member on the Two (2) Year Alternative Evaluation Process the **Final Evaluation Form**. If the **Final Evaluation Form** 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 to the unit member, one copy to the evaluator, and the original copy to the Human Resources Department.
- Yes** **NA** 15. If the unit member is in disagreement with the content of the **Final Evaluation Form**, the unit member shall fill out the **Response to Employee's 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 unit member within five school days. This form shall be attached to all copies of the **Final Evaluation Form**.
Date: _____

**Fremont Unified School District
Conference and Improvement Form**
(initiated during evaluation year)

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Date of Conference: _____

Area of Weakness/Problem Identified:

Desired Outcomes:

Program for Improvement including Time Lines:

Assistance to Employee:

Outcomes:

Ending and/or Review Date:

Employee's signature Date

Evaluator's signature Date

Fremont Unified School District
Notice of Potential Adverse Remark Form
(Article 10.16)

To Employee: _____

From Evaluator: _____

School: _____

Date: _____

The following is an Adverse Remark which might appear on your **Final Evaluation Form**:

The written documentation of the area of weakness is:

The following are specific recommendations to produce improvements:

Employee Comments: (optional)

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 the form has been received.

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

10.12.7.4 If the unit member is in disagreement with the content of the **Final Evaluation Form**, the unit member shall fill out the **Response to Employee's Final Evaluation Form** within five (5) school days and submit to the evaluator for the administrator's signature. The evaluator will return a signed copy to the unit member within five (5) school days. This form 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:

2. The observation, evaluation procedures, and time lines were followed.

Yes _____ No _____

If no, explain:

Employee's response to evaluator's **Final Evaluation Form**:

Employee's signature _____ Date

Date and signature indicates evaluator read this material and returned a copy to the unit member. This form is to be attached to all copies of the **Final Evaluation Form**.

Evaluator's Signature _____ Date _____

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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 unit member. 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 Planning Conference. A Conference must be held prior to **November 1**. (Article 10.12.2.1)

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 Planning Conference.

Employee's Signature: _____ Date: _____

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

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

Evaluator: Place a "+" to indicate Standard observed.

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 Formal 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. A Conference must be held within five (5) school days following a Formal Observation unless mutually agreed otherwise.

RD/2007

**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 evaluation.

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

Referral to PAR by Evaluator
(Unsatisfactory Evaluation Only)

Observation Form(s) attached (Required)

Conference and Improvement Plan attached

Employee participates in BTSA
(Beginning Teacher Support and Assessment)

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

RD/2007

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 unit member. 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 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 Planning Conference. A Conference must be held prior to **November 1**. (Article 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 Planning Conference.

Employee's Signature: _____ Date: _____

Fremont Unified School District Counselor Formal Observation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Position: _____ Grade: _____

Time: _____ Date: _____

Evaluator: Place a "+" to indicate Standard demonstrated.

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 Form**

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

RD/2007

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 evaluation.

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

Observation Form(s) attached (Required)
 Employee Conference and Improvement 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 unit member. 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 of the Profession for School Psychologists. Check at least two, but not more than three Responsibilities/Duties 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 Planning Conference. A Conference must be held prior to **November 1**. (Article 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 Planning Conference.

Employee's Signature: _____ Date: _____

Fremont Unified School District School Psychologist Formal Observation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Time: _____ Date: _____

Evaluator: Place a "+" to indicate Responsibilities and Duties demonstrated.

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: _____

3. Assisting School Staff

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

Comments: _____

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

Employee: _____

Evaluator: _____

Content: _____

Date: _____

Psychologist Responsibilities and Duties:

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/2007

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 and Commendations: (additional comments may be attached)

Overall Evaluation:

- Outstanding**
 Making Progress meeting Responsibilities & Duties
 Meets Responsibilities & Duties
 Unsatisfactory

Employee's signature **Date** **Evaluator's signature** **Date**

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

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

Next evaluation cycle: **Regular** **2 Year Alternative Evaluation** **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 Responsibilities and Duties of the Profession for Nurses. Check at least two but no more than three Responsibilities/Duties, 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 Planning Conference. A Conference must be held prior to **November 1**. (Article 10.12.2.1)

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 Planning Conference.

Employee's Signature: _____ Date: _____

Fremont Unified School District Nurse Formal Observation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Position: _____ Grade: _____

Time: _____ Date: _____

Evaluator: Place a "+" to indicate Responsibilities and Duties demonstrated.

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 Informal Observation**

Employee: _____ Evaluator: _____

Duty: _____ Date: _____

Nurse Responsibilities and Duties:

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 and Commendations: (additional comments may be attached)

Overall Evaluation:

- Outstanding**
 Making Progress meeting Responsibilities & Duties
 Meets Responsibilities & Duties
 Unsatisfactory

Employee's signature

Date

Evaluator's signature

Date

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

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

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

Fremont Unified School District State and PEP Preschool Teacher 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 unit member. 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:

Regular Evaluation Process

The following are the Responsibilities and Duties of the Profession. Check at least two but no more than three Responsibilities/Duties, which will be the focus this year. Elaboration of Responsibilities/Duties is optional in the comment section.

1. Establishing and Maintaining a Suitable Learning Environment

- 1.1 Classroom physical arrangement
- 1.2 Managing student behavior and engaging students
- 1.3 Developing appropriate adult-child interactions
- 1.4 Effective use of paraeducator

Comments: _____

2. Providing Appropriate and Varied Developmental Opportunities for Students

- 2.1 Evidence of appropriate and varied activities
- 2.2 Evidence of lesson planning
- 2.3 Appropriate daily schedule
- 2.4 Sequential lessons
- 2.5 Clear objectives for student development
- 2.6 Teaching to various learning modes

Comments: _____

Fremont Unified School District State and PEP Preschool Teacher Evaluation Planning Form

Employee: _____ Evaluation Year: _____

3. Establishing and maintaining effective parental involvement

- 3.1 Evidence of oral and written communication
- 3.2 Developing a consistent schedule of sufficient parent volunteers
- 3.3 Utilizing parent volunteers effectively in the classroom
- 3.4 Promoting high levels of attendance at parent meetings, PAC meetings and family events

Comments: _____

4. Developing as a professional educator

- 4.1 Reflecting on teaching practice and planning professional development
- 4.2 Establishing professional goals and pursuing to grow professionally
- 4.3 Working with communities to improve professional practice
- 4.4 Working with families to improve professional practice
- 4.5 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 Planning Conference. A Conference must be held prior to **November 1**. (Article 10.12.2.1)

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 Planning Conference.

Employee's Signature: _____ Date: _____

**Fremont Unified School District
State and PEP Preschool Teacher Formal Observation Form**

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Time/Period: _____ Date: _____

Evaluator: Place a "+" to indicate Responsibilities and Duties observed.

1. Establishing and Maintaining a Suitable Learning Environment.

- _____ 1.1 Classroom physical arrangement
- _____ 1.2 Managing student behavior and engaging students
- _____ 1.3 Developing appropriate adult-child interactions
- _____ 1.4 Effective use of paraeducator

Comments: _____

2. Providing Appropriate and Varied Developmental Opportunities for Students

- _____ 2.1 Evidence of appropriate and varied activities
- _____ 2.2 Evidence of lesson planning
- _____ 2.3 Appropriate daily schedule
- _____ 2.4 Sequential lessons
- _____ 2.5 Clear objectives for student development
- _____ 2.6 Teaching to various learning modes

Comments: _____

3. Establishing and Maintaining Effective Parental Involvement

- _____ 3.1 Evidence of oral and written communication
- _____ 3.2 Developing a consistent schedule of sufficient parent volunteers
- _____ 3.3 Utilizing parent volunteers effectively in the classroom
- _____ 3.4 Promoting high levels of attendance at parent meetings, PAC meetings, and family events

Comments: _____

**Fremont Unified School District
State Preschool Teacher Formal Observation Form**

Employee: _____ Evaluation Year: _____

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

4. Developing as a Professional Educator

- _____ 4.1 Reflecting on teaching practice and planning professional development
- _____ 4.2 Establishing professional goals and pursuing opportunities to grow professionally
- _____ 4.3 Working with communities to improve professional practice
- _____ 4.4 Working with families to improve professional practice
- _____ 4.5 Working with colleagues to improve professional practice

Comments: _____

Additional Comments:

Employee's signature	Date	Evaluator's signature	Date
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The employee's signature does not constitute endorsement of the evaluator's comments but is recognition that a discussion has taken place. A Conference must be held within five (5) school days following a Formal Observation unless mutually agreed otherwise.

**Fremont Unified School District
State and PEP Preschool Teacher Informal Observation Form**

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

State and PEP Preschool Teacher Responsibilities and Duties:

1. Establishing and Maintaining a Suitable Learning Environment
2. Providing Appropriate and Varied Developmental Opportunities for Students
3. Establishing and Maintaining Effective Parental Involvement
4. Developing as a Professional Educator

RD/2007

Fremont Unified School District State and PEP Preschool Teacher Final Evaluation Form

Employee: _____ Evaluation Year: _____

School: _____ Evaluator: _____

Check Goals Selected	Responsibilities and Duties	Comments
	1. Establishing and maintaining suitable learning environment	
	2. Providing appropriate and varied developmental opportunities for students	
	3. Establishing and maintaining effective parental involvement	
	4. Developing as a Professional Educator	

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

Overall Evaluation:

- Outstanding**
 Making Progress meeting Responsibilities and Duties
 Meets Responsibilities and Duties
 Unsatisfactory

Employee's signature

Date

Evaluator's signature

Date

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

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

Next evaluation cycle: **Regular**

RD/2007

ARTICLE 11: WORKING CONDITIONS

***11.1 Assignments**

*11.1.1 The District shall establish a Joint Committee on Assignments. Its membership and function shall be consistent with California Education Code Section 44258.7 (c), (d), and (e).

11.1.2 The District shall not assign a unit member to teach a subject outside the unit member's credential area unless permitted by law. The unit member's rejection of an assignment outside the unit member's credential area shall not be reflected in evaluation comments placed in the unit member's Personnel File. A unit member may be assigned to teach within the unit member's credentialing qualifications. A principal shall discuss any unit member's assignment with the unit member upon request. Subsequently, upon request, the principal shall reduce the reason(s) for the assignment to writing.

*11.1.3 Each principal shall notify unit members by March 1 that they may submit by March 15 up to three (3) preferences for work assignment(s) within the site for the following year. The principal shall consider these stated preferences before changing work assignments of unit members within the site.

11.1.3.1 Assignments shall be based on instructional need and unit member preference and with a unit member's input. Assignments shall be made on an equitable basis. Upon request, the principal shall discuss the assignment with the unit member.

***11.1.4 Tentative Assignments**

*11.1.4.1 The principal shall notify an elementary teachers of the school and grade level to which the unit member has been tentatively assigned by April 1.

*11.1.4.1.1 Notification of a change of more than two (2) grade levels within a school shall be given to the appropriate elementary unit member by April 1.

If it is necessary to notify the unit member after April 1, the unit member shall have the option of accepting the change or going on the Unassigned List. The District shall not change an elementary unit member's assignment by more than two grade levels after June 1.

*11.1.4.2 The principal shall notify a secondary teachers of at least three (3) classes by course and grade level to which the unit member has been tentatively assigned by April 1.

*11.1.4.2.1 The principal shall notify a unit member of tentative assignments made after April 1 within

a departmental school as soon as such assignments are known. Upon request, the principal shall discuss the assignment with the unit member.

*11.1.4.3 A unit member shall be notified of any changes in a tentative assignment as soon as known, 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 Assistant Superintendent of Human Resources and the unit member involved.

*11.1.4.4 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.

*11.1.5 Roving Assignments

*11.1.5.1 The District shall keep to a minimum the number of roving assignments, and the number of times individual unit members are placed in roving assignments. The District shall not place any unit member in a roving assignment two (2) years in a row unless the nature of the assignment requires changing rooms. The District shall collect data each semester showing the numbers of, the nature of the assignments, and the names of unit members in roving assignments.

*11.1.5.2 Whenever a roving assignment is necessary, the principal will consider the input of all the affected unit members.

11.2 Classroom Conditions

*11.2.1 Kindergarten classrooms

*11.2.1.1 A unit member who shares a kindergarten classroom will have appropriate and adequate storage for classroom materials and personal materials equivalent to an unshared classroom.

*11.2.1.2 A unit member who shares a kindergarten classroom will be provided both a shared work space and a shared conference space available for use when the classroom is being used.

*11.2.1.3 Shared kindergarten classrooms will have storage space for student use equivalent to that in an unshared kindergarten classroom.

*11.2.1.4 If there are available classrooms equipped with running water, bathrooms, and other kindergarten accommodations at the school site, then shared kindergarten classrooms will have first priority for those classrooms.

*11.3 Elections

The District shall not schedule any meeting, conference, or other school business which would extend the work day, on general election days. In the event of a special election, a unit member may be released from an after-school meeting, conference, or other school business, provided that the unit member notifies the immediate supervisor, in advance, of the special election.

*11.4 Grades

A secondary unit member shall submit grades no later than the start of the fourth work day following the last school day of the grading period. The District shall not require a secondary unit member to submit grades before this time. Grades for the final secondary grading period shall be turned in on the last work day of the unit member's school year.

*11.5 Location Changes

*11.5.1 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) work days without instructional duties for the express purpose of unpacking and setting up the new room.

*11.5.2 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.

*11.6 Maintenance

*11.6.1 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.

*11.6.2 Shared kindergarten classrooms shall be cleaned daily by a custodian.

*11.6.3 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.

*11.7 New Unit Members

*11.7.1 The District shall provide to a unit member new to an assignment and not participating in the Beginning Teacher Support and Assessment Induction Program (BTSA) an opportunity to voluntarily participate in the

PAR (Peer Assistance and Review) Program, which permits opportunity to take release time to observe and consult with peers.

*11.8 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, California Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, California 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 shall be available at work sites, the District Office, and the Association office.

Provisions of this Article shall not be subject to the grievance process. Any allegations of violations of any of these provisions shall be addressed through Board regulations and appropriate government agencies, or a court of competent jurisdiction.

*11.9 Opportunity Classes

Three (3) 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.

*11.10 Personal Property Damage

The District shall reimburse an affected unit member for all damage to personal property that occurs on school property. The affected unit member shall submit a claim to the Office of Risk Management for payment, consistent with limitations established in the California Education Code and as limited below:

*11.10.1 There shall be a \$2,000.00 maximum per year per claimant.

*11.10.2 Personal property for the purposes of this provision shall be those items which are:

*11.10.2.1 personal items used for classroom purposes.

*11.10.2.2 personal items such as eyeglasses, watches, clothing, etc., not purchased specifically for instructional use. The District shall provide a lockable location to secure these items.

*11.10.3 The District shall provide a forms to document a unit member's vehicle damage on District property. The form shall include information advising a unit members of the procedure through which damage claims are processed, including the name and telephone number of the District

official handling the claim. Where shown that excessive damage is occurring, the District shall take appropriate investigative action to minimize the vandalism. Copies shall be forwarded to the Association.

*11.11 Responsibility Centers

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 the Association. The terms and conditions for the reinstatement of counselor services shall be negotiated by the District and the Association.

Each 7-12 secondary 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 the Human Resources Department no later than the last teacher work day for the fall semester of the next school year or December 10 for the second semester.

11.12 Staff Reductions

*11.12.1 Present non-classroom teaching unit members shall not be laid off.

*11.12.2 Reductions in teacher numbers within the unit shall be accomplished by attrition.

*11.13 Substitutes

*11.13.1 The District shall make every effort to provide specially qualified substitutes for all special education positions.

*11.13.2 A unit member's request for a specific substitute shall be given first priority.

*11.14 Testing

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.

*11.15 Workspace

*11.15.1 The District shall ensure that each unit member has keys to the unit member's own classroom, workroom, and a restroom.

*11.15.2 The District will provide every unit member adequate space to store necessary supplies, a private desk, a work area and a lockable location to secure personal items.

*11.15.3 The District shall provide a phone at each site which is in a private location so that a unit member may make and receive calls in a confidential setting.

*11.15.4 The District shall provide each classroom and major work area with central office intercom service.

The District will provide each classroom an outside telephone line.

*11.15.4.1 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.

*11.16 All District property is tobacco-free.

*11.17 A unit member who has a mainstreamed special education student may be provided with in-service assistance upon request.

*11.18 The District shall not assign a unit member administrative duties or responsibilities in the absence of the principal/site administrator without the unit member's consent.

*11.19 The District shall not require a unit member to handle two (2) classes at the same time, except in the case of an emergency.

*11.20 The Human Resources Department administrator shall assign a student teachers to a unit member only with the approval of the intended supervising unit member.

*11.21 A unit member shall be involved in the selection of any paraeducator 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 agreements with other units, the California Education Code, or rules of the Personnel Commission.

Whenever a paraeducator or library media technician is absent, every effort will be made to provide a substitute from the first day of absence. The District shall provide a substitute paraeducator or library media technician by the third day of absence except when there are none available.

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 will be developed to reduce classes on a long-range basis.
- *12.1.1 Classes shall not exceed the number of students defined or recommended by law.
- 12.2 Elementary Class Size Maximums: K-6 = 30
- 12.2.1 Combination classes and English Language Development (ELD) 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 be exceeded only if all other classes at the appropriate single grade levels have reached their maximums, or with teacher approval. Every effort shall be made to create 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 The District shall make every effort to stay within the above maximums. However, when necessary, the limit may be exceeded for a maximum of fifteen (15) school 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. A unit member who works with these extra students on a part-time basis will receive a pro-rata payment in addition to the amount paid to the classroom teacher. If the parties do not reach agreement, a combination class will be formed.
- 12.2.3.1 A unit member who declines to accept additional students shall not be harassed nor negatively evaluated in any fashion for having declined.
- 12.2.4 A general education unit member in a grade K-3 combination class will have assistance from an aide for at least two (2) hours daily.
- 12.3 Secondary Class Size
- *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.

*12.3.1.1 Only general education classroom teachers shall be counted when computing student-teacher ratios.

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

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

A unit member in a P.E. or Music Performance class may request higher class maximums for curricular purposes.

*12.3.3 Should secondary class size goals be exceeded by three (3) or more, the principal shall consult with the affected unit member 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

*12.3.4 The District shall limit the enrollment in classes requiring regular use of specialized equipment, including computers, to the number of work stations 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.

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

*12.3.5.1 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.

- *12.4 Special Education Class Size
 - *12.4.1 The District shall observe all legally required maximums in caseload and class size. For example: California 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 the student's (IEP) and the unique features of each group.
 - *12.4.2 The District shall make reasonable effort not to exceed the special education class maximum sizes goals as listed below:
 - *12.4.2.1 Special Day Class: Mild to Moderate and Moderate
Preschool-Grade 3: 10
Grades 4-12: 12
 - *12.4.2.2 Special Day Class: Moderate to Severe
Preschool: 8
Grades K-3: 6-10
Grades 4-12: 6-12
 - *12.4.3 When the combination of disabling conditions in any class creates an excessive burden, the affected unit member 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 remedies:
 - *12.4.3.1 Additional training
 - *12.4.3.2 Additional resources to the teacher
- *12.5 If a special day class student with exceptional needs is mainstreamed into a general education class and requires considerable extra time and preparation, the affected unit member may request a conference. The principal and the special education unit member involved with the student shall meet with the unit member requesting the conference to explore possible solutions. The District shall make every effort to meet the unit member's concern, consistent with the needs of the student as set forth in the student's IEP.
 - *12.5.1 Full inclusion language is found in Article 36.
- *12.6 The Bilingual Program administrator shall meet with any unit member upon request to discuss the unit member's class size concerns.
- *12.7 Class Size Reduction Plan (SB 666¹ and SB 12)
 - *12.7.1 Class size reduction shall be implemented on a District-wide basis consistent with this Article.

- 12.7.1.1 The District shall staff 9th Grade English and Math at 20:1.
- *12.7.1.2 Further class size reductions shall be in order of the following priorities: Science (9), Social Science (10), English (10), Math (10), Science (10), Social Science (11), English (11), Social Science (12), English (12)
- *12.7.1.3 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.
 - *12.7.1.3.1 If the full reduction (Article 12.7.1.3) target cannot be met, the District shall utilize all of the available money to achieve the 50% reduction target.
- *12.7.2 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. Each high school site shall determine by majority vote of its unit members, 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.
 - *12.7.2.1 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 unit members 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.
 - *12.7.2.2 The District shall implement the class size reduction program by scheduling all targeted classes within the contractual workday and school year.
 - *12.7.2.3 The implementation of this program shall not result in the increase of the class size of other courses not included in the program.
 - *12.7.2.4 Roving assignments, which are the result of implementing the class size reduction program, will be made consistent with the terms of Article 11.1.5.
 - *12.7.2.5 Any increase in the number of unit members' preparations (assignments) as a result of class size reduction under SB 666/SB 12 shall be assigned first to volunteers. If an insufficient number of volunteers is available, a reasonable compromise shall be determined by 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.

*12.7.2.6 Zero (0) and/or 7th periods shall be assigned first to volunteers. If an insufficient number of volunteers is available, a reasonable compromise shall be determined by 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.

*12.7.3 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.

*12.8 Opportunity unit members shall configure Opportunity 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 unit members.

*12.9 Continuation School programs shall be staffed at 22:1.

¹Ratified Agreement - January 23, 1991 (refers to Article 12.7)

ARTICLE 13: UNIT MEMBER SAFETY AND PROTECTION

13.1 Site Safety

The District shall provide a safe and healthy work environment for all unit members. A unit member has a primary responsibility for the supervision of students. However, a unit member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the unit member's health, safety or well-being. A unit member 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 When 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 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 and recommendations to the Association.

13.1.2 When potentially hazardous conditions exist, the District or the Director of Risk Management 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 shall be submitted in writing to the Director of Risk Management by the Liaison Committee. The Director of Risk Management will respond with remedial steps within five (5) working days.

13.1.4 A Site Safety/Facilities Committee shall exist at each work site which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site, with the guidance and direction of the District Safety/Facilities Committee. The committee shall also make the District aware of any unaddressed safety issues. A unit member who serves 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. The District shall provide a plan to comply with all recommendations of the Site Safety/Facilities Committee.

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 11.6.3.

13.2 Student Behavior

*13.2.1 Every unit member 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, a unit member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the

performance of the unit member's 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.

*13.2.2 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.

*13.2.3 In order for unit members to carry out their responsibilities regarding discipline, the principal shall meet with the 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.

*13.2.4 The District shall comply with all reporting and notification requirements as mandated by law in cases of dangerous students, as defined by the California Education Code Sections 48900 et al., 49079, and Welfare and Institutions Code. The District shall maintain a current copy of the California Education Code Sections 48900 and 49079 in each faculty room at each school site.

*13.2.5 A high school unit member 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 at a later time, if required by law.

*13.2.6 The District shall provide in-service 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.

*13.3 Personal Injury or Damage

*13.3.1 If a unit member is assaulted or threatened in connection with the unit member's employment, the unit member shall immediately provide the Superintendent or a designee with written notice of that fact on an Attempted Assault/Assault Form which shall be available at all sites. The Superintendent's designee shall transmit such report to the Board within 24 hours. The Board and the Superintendent or a 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.

- *13.3.2 The District will indemnify and defend unit members as required by law, including but not limited to Government Code Section 825.
- *13.3.3 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 the student's parent(s)/guardian(s).
- *13.3.4 When 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 and/or other benefits.
- *13.4 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 The District shall arrange for proper disposal of all hazardous waste. Unit members shall assist the District in identifying such waste.
- *13.6 The parties understand the importance of cooperation in resolving discipline problems. The District and the Association shall maintain a Discipline Committee to propose, review, eliminate, or correct District Discipline Policies. The Committee shall be comprised of equal numbers of unit members and administrators, but shall not exceed eight (8) total members. The unit members shall be selected by the Association. The findings of the Committee shall be forwarded to the Superintendent.
- *13.7 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.
- *13.8 Short-term Pupil Suspension
 - *13.8.1 A unit member may suspend a pupil from the unit member's 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:
 - *13.8.1.1 Causing or attempting to cause, or threatening to cause physical injury to another person.
 - *13.8.1.2 Possession, selling, or otherwise furnishing a firearm, knife, explosive, or other dangerous object.

- *13.8.1.3 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.
 - *13.8.1.4 Committing robbery or extortion.
 - *13.8.1.5 Causing or attempting to cause damage of school or private property.
 - *13.8.1.6 Stealing or attempting to steal school or private property.
 - *13.8.1.7 Committing an obscene act or engaging in habitual profanity or vulgarity.
 - *13.8.1.8 Disrupting school activities or willfully defying authority of a bargaining unit member.
 - *13.8.1.9 Committed sexual harassment as defined in California Education Code Section 212.5.
- *13.8.2 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:
- *13.8.2.1 While on school grounds.
 - *13.8.2.2 While going to and from school.
 - *13.8.2.3 During lunch period either on or off campus.
 - *13.8.2.4 During, going to, or coming from school-sponsored activities.
- *13.8.3 A unit member shall immediately report the suspension to the school principal (or designee), and contact the pupil's parent(s) to discuss the circumstances of the suspension as required by California Education Code Section 48910.
- *13.8.4 The principal shall not return the pupil to the unit member's class during the period of the suspension without the unit member's concurrence.
- *13.8.5 The principal shall not place the pupil in another class during the period of the suspension. If the pupil is assigned to more than one (1) class per day, the suspension shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.
- *13.8.6 The District shall, upon request of the unit member, facilitate in carrying out any and all obligations required of the unit member by the California 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.
- *13.9 Longer Term Pupil Suspension

- *13.9.1 A unit member may recommend a pupil for suspension from school for up to five (5) days to the principal (or designee) for any acts enumerated in California Education Code Section 48900 including but not limited to those set forth in Article 13.8.
- *13.9.2 In the event a suspension is so recommended, the principal (or designee) shall immediately schedule a conference with the pupil, the unit member, and the principal for the purpose of determining whether the principal (or designee) shall proceed unless this conference is bypassed under the emergency situation of California Education Code Section 48911 (c).
- *13.9.3 The District shall send any required notices regarding the suspension to the pupil's parents or guardians and to the Board.
- *13.9.4 A unit member may require the pupil to complete any assignment or test missed during the suspension.
- *13.10 Extended Pupil Suspension or Expulsion
 - 13.10.1 A unit member may recommend to the administrator a longer period of suspension and/or expulsion for pupils as permitted by law including California Education Code Sections 48910, 48915, and other related sections.
- *13.11 Specialized Physical Health Care Procedures
 - *13.11.1 Only unit members who are qualified or trained in accordance with California Education Code Section 49423.5 may be required to perform specialized physical health care services including catheterization, injection, ileostomy, colostomy, gastronomy, tracheotomy, suctioning, oxygen administration, gavage feeding and draining, or other services that require medically-related training as defined in California Education Code Section 49423.5. In no case shall the District require a unit member who teaches a general education class to receive training in or perform specialized physical health care services.
 - *13.11.2 The District shall comply with all California Education Code and Title V provisions so unit members may work and provide Specialized Physical Health Care in a safe environment.
 - *13.11.3 At each site, the District shall provide and replenish supplies, such as latex gloves, mouth-to-mouth breathers, antiseptic soap, and facilities to wash with hot water to any unit member who may come in contact or be expected to come in contact with bodily fluids.
 - *13.11.4 The District shall indemnify and hold harmless from all liability any unit member who performs specialized physical health care services as directed within the course and scope of the unit member's employment.

The District shall provide general liability insurance for a unit member covering the rendering of or failure to render specialized physical health

care services, medical treatment, or the furnishing or dispensing of drugs or medication, according to the carrier.

- *13.12 The District shall provide, at no expense to unit members, training for all required health and safety certification.
- *13.13 A unit member shall not be responsible/liable for students' transportation to and from extra-curricular/extra-duty activities. The District shall inform all unit members at the beginning of each school year of all such policies.

ARTICLE 14: TRAVEL

- 14.1 A unit member required by the District to use a private car in the course of the instructional day or Forty (40) Hour requirement shall be reimbursed at the Internal Revenue Service (IRS) rate per mile. Other pre-approved travel for a unit member shall be reimbursed at the IRS rate per mile. Pre-approval is defined as written or oral permission from an administrator. Increases to the IRS reimbursement rate become effective in the payroll period following the District's receipt of the official IRS 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 the unit member's 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 a unit member be required to transport students.
- 14.3 At the beginning of each school year, or when a change in assignment occurs, a unit member shall meet with the unit member's supervisors to develop schedules that permit adequate time for travel. The District may not require or request that a unit member travel during the unit member's preparation period. In determining adequate time, the supervisor shall take into consideration the mileage between sites and loading and unloading of required materials. Mileage shall be determined from the District publication denoting distances between schools.

ARTICLE 15: MEDICAL EXAMINATIONS

- 15.1 The District shall request that medical examinations of a unit member be conducted only with the consent of the unit member. Reasonable exceptions may be made by the District, in accordance with California Education Code, Sections 44434, 44932, and 44438, subject to appeal by the unit member through the normal grievance process.

ARTICLE 16: TEMPORARY UNIT MEMBERS

16.1 A Temporary unit member and the District shall have all rights provided them in the California Education Code Sections 44918 and 44954, as amended. These rights shall hereby be incorporated into this Agreement.

*16.2 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 California Education Code Section 44918.

*16.3 Evaluation of Temporary Unit Members

A Temporary unit member shall be evaluated in accordance with Article 10.

*16.4 Placement on the Salary schedule

A Temporary unit member shall be placed on the salary schedule according to the provisions of Article 21.3. A Temporary unit member shall also be credited with all previous years of satisfactory service, as determined through an evaluation process, 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 Rehire of Temporary Unit Members

16.5.1 By March 15, the District will establish a Rehire List of qualified, credentialed Temporary employees who have worked or will have worked 75% of the school year and in the same assignment as a Temporary unit member and who are recommended for rehire by the site administrator. Unit members will be placed on this Rehire List by District seniority. The only application of seniority is to ensure that a more senior unit member is assured of a position even when a less senior unit member is credentialed and assigned. The District will provide the Association with a copy of the Rehire List.

*16.5.1.1 A Temporary unit member, in order to be deemed qualified for reemployment pursuant to California Education Code Section 44918, must be recommended for reemployment by the principal to whom the unit member was assigned while on the temporary contract, in addition to serving seventy-five percent (75%) of school days in the same assignment.

*16.5.2 The Human Resources Department will reassign a Temporary unit member to the unit member's current site if a position is available for which the unit member is credentialed.

*16.5.3 A Temporary unit member who is not interested in accepting a position at the unit member's current site may decline the position and request to be assigned to a position for which the unit member is credentialed. If there is another position within the District, the District will place that unit member in the available position. If there is not another position, the District will advise the candidate that declining this position will mean that the unit member will be removed from the Rehire List thereby

ending the District's obligation to rehire the Temporary unit member.
The Temporary unit member may apply as a new hire.

*16.6 Transfer

Once placed in a position, a rehired Temporary unit member has the same transfer rights as a Permanent or Probationary unit member.

*16.6.1 A New Hire may not request a change of position from the original assigned position for the duration of the assignment, up to one (1) school year.

*16.7 Vacancies

The District shall fill vacancies in the following order in accordance with Article 9:

- a. A unit member on the Pool of Excess Certificated Employees (PECE) List;
- b. A unit member on the Unassigned List;
- c. A Permanent/Probationary unit member requesting transfer;
- d. A Temporary unit member on Rehire List except those referred to in Article 16.6.1;
- e. New hires.

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 (2) probationary or permanent unit members 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 (2) unit members.
- *18.1.1 Probationary or Permanent unit members may share an assignment for a minimum of one (1) year. A Probationary or Permanent unit member may share an assignment with a Temporary unit member after making reasonable efforts to identify a partner who is Permanent or Probationary. 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 unit members 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.
- If a job-sharing unit member is unable to complete the shared assignment, the remaining partner shall return to full-time status for the remainder of the school year, unless by mutual agreement between the unit member and site administrator (and in line with procedures in Article 18.1.1, paragraph 1) a new partnership can be arranged.
- 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, the unit member shall be placed on the District-wide 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. This does not apply to Temporary unit members.
- 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 unit members shall have priority over new hires for participation in this program by appointment as the second unit member with a full-time unit member who opts for this provision. If no approved job share partner is available, the principal and the unit member may agree to seek a candidate outside the District.

*18.2.5 Any Permanent or Probationary unit member who changes job sites 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 seniority.

18.2.6 A Permanent or Probationary unit member participating in the shared-classroom assignment program must annually make a proposal, to be submitted by March 1, to continue the shared-teaching assignment for the following year. There shall be an annual review and evaluation of the shared teaching assignment 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 in-service program to employees interested in shared classroom assignments.

ARTICLE 19: SUBSTITUTES

- *19.1 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.
 - 19.1.1 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.
 - *19.1.2 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 the unit member no longer wishes to be listed.
 - *19.1.2.2 The substitute advises the District that the unit member no longer wishes to be listed.
 - *19.1.2.3 The substitute is removed from the list in accordance with Article 19.11.
 - *19.1.3 The District shall prepare two (2) lists representing two (2) 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.
 - *19.1.4 A substitute teacher may defer from the active list for a period of up to one (1) year.
- *19.2 Assignment of Substitutes
 - *19.2.1 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 19.1.3.

*19.2.2 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 Department 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.

*19.2.3 A substitute will perform before and/or after-school bus/yard supervision if the regular teacher is assigned that duty on that day.

*19.3 The District shall provide a substitute with a map of the District and a work calendar which includes dates of non-instructional days.

*19.3.1 The site shall provide a substitute with the following, upon arrival:

19.3.1.1 written, relevant, general information about the school

19.3.1.2 policies regarding student behavior and student discipline

19.3.1.3 attendance procedures and materials with which to make student attendance reports

*19.4 Compensation

*19.4.1 The District shall compensate a substitute in accordance with Appendix D based on the same school day as the regular unit member including the preparation period. If the regular unit member teaches without a preparation period, the substitute for that unit member will be paid an additional one-sixth of the substitute teacher's daily rate of pay. When there is an unfilled absence at a site, the District shall, after following the procedures for volunteers according to Article 7.9, ask any substitute on site to volunteer.

*19.4.1.1 A substitute who substitutes in a class during a teacher's assigned preparation time will be paid for this additional period at the substitute's prorated daily rate of pay.

*19.4.1.2 If the regular classroom teacher would have been assigned to substitute during the preparation period as per the regular rotation schedule, the substitute shall be assigned to substitute during the preparation period and be paid for this additional period at the substitute's prorated daily rate of pay.

*19.4.1.3 A substitute who works the regular unit member's schedule during a shortened or minimum day shall be compensated for the full work day.

*19.4.1.4 A substitute may leave the campus or work site during the substitute's preparation period if the substitute has not been

assigned another class or to attend to necessary work-related activities and to preparation activities which cannot be accomplished on site.

- *19.4.1.5 If the substitute's preparation period is the last instructional period of the day and the regular teacher has not left instructions, the substitute should check with the office to see if the site requires a substitute in another class. If no such assignment exists, the substitute shall have the right to leave after checking out.
 - *19.4.1.6 The District shall not require a substitute who accepts an assignment at a site on a shortened or minimum day schedule to remain at the site after students are dismissed.
 - *19.4.1.7 A substitute who accepts a full-day assignment 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
 - *19.4.1.8 A substitute shall receive a minimum of one-half day's (defined as three (3) hours) pay regardless of the length of the assignment.
- *19.5 A substitute shall have the right to sign and respond to any letters or documents destined for placement in the substitute's Personnel File. (See also Article 29.)
 - *19.6 Each semester the District shall offer one (1) paid in-service day to orient newly employed substitutes. Attendance shall be voluntary. The in-service 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 in-service day provided at the beginning of the first semester. The District shall prepare and provide information to all substitutes that will assist the substitute to perform job duties. The Association shall have the right of approval of all content for the in-service day.
 - *19.7 The District shall not remove a substitute 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.
 - *19.8 Substitute assignments are made through an automated system.
 - *19.9 The District shall not require a substitute to supervise/teach more than one class at a time, except in the case of an emergency.
 - *19.10 Evaluations
 - *19.10.1 Evaluation shall be focused on the ability of the substitute teacher to:
 - *19.10.1.1 Implement classroom teacher's plans or provide alternatives.
 - *19.10.1.2 Follow classroom and site procedures and routines that support student learning.

- *19.10.1.3 Maintain standards for student behavior.
- *19.10.1.4 Maintain professionalism with staff and students.
- *19.10.2 The principal or designee will remit the written Substitute Evaluation Form to the substitute within five (5) work days. The principal or designee will contact the substitute within this period of time to schedule a conference if necessary.
- *19.10.3 Upon request, the principal or designee will observe and evaluate a substitute after 18 consecutive days on an assignment, using the District's Substitute Evaluation Form. The evaluator and substitute will meet to discuss the report.
- *19.11 Removal from substitute list:
 - *19.11.1 The District may remove a unit member from the substitute list after following these procedures:
 - *19.11.1.1 The District receives three (3) negative Substitute Evaluation Forms within eighteen (18) months.
 - *19.11.1.2 A substitute teacher may be removed from the list for misconduct in accordance with California Education Code 44953.
 - *19.11.2 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.
- *19.12 The principal will fill a vacancy which requires the selection of a substitute until a Temporary or Permanent teacher is hired by selecting an appropriately credentialed or authorized substitute from the existing credentialed substitute list.
- *19.13 Long-term Substitutes
 - *19.13.1 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.
 - *19.13.2 A substitute shall be considered 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 Article 19.4 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.
 - *19.13.3 The District will use the substitute pool as one source from which to hire new teachers.
 - 19.13.4 After eighteen (18) full days at a site (not necessarily continuous days), a substitute may request the site administrator to write a letter of

assessment or recommendation which shall become a permanent part of the substitute's personnel file.

19.14 Emergency Substitute Team

19.14.1 A substitute teacher may apply to be a member of the Emergency Substitute Team. The members of the Emergency Substitute Team will be employed for a minimum of twenty (20) consecutive days. A unit member assigned to the Emergency Substitute Team agrees to substitute in an unfilled absence, in whatever position the District so designates. Compensation for Emergency Substitute Team members shall be at the long-term substitute rate. The District and the Association will evaluate the effectiveness of this program, and will make modifications at any time, by mutual agreement.

ARTICLE 20: ADULT SCHOOL

- *20.1 Assignments
 - *20.1.1 An individual contract between the District and a unit member shall be in conformity with the terms and provisions of this Agreement. An individual contract with a unit member may vary from Adult School division to division. Individual contracts shall be consistent within each division. The District shall notify the Association before making any change to any individual contract, and shall consult with the Association, upon request, prior to making any change.
 - *20.1.2 A Permanent, Probationary, or Temporary unit member shall sign a Quarterly Contract. The contract shall include a provision for reduction of services should enrollment decrease. The contract shall include a provision for reassignment of a Permanent unit member to an alternative assignment which is appropriate to the unit member's credentialing and experience in the event of division-wide reduction of hours or enrollment decrease. Adult School Quarterly Contracts shall include the Adult School Salary Schedule. (Appendix I.)
 - *20.1.3 A full-time assignment for an Adult School unit member is thirty (30) hours per week. Sixty percent (60%) of a full-time assignment for an Adult School unit member is eighteen (18) hours per week.
 - *20.1.3.1 State Teacher Retirement System (STRS) Credit shall be calculated so that 1,050 hours equals a full year of service credit.
 - *20.1.4 State reimbursed Academic Language Arts and English Language positions shall be filled by an appropriately credentialed unit member.
 - *20.1.5 Summer Session Assignments
 - *20.1.5.1 The Adult School summer session administrator shall hire unit members for the summer session from a list of unit members who certify to the Adult School no later than March 31 a desire to teach summer session.
 - *20.1.5.2 The Adult School principal shall post the list of candidates for each California Education Code classification (Permanent, Probationary, and Temporary) ranked according to unit member seniority by March 31. Assignments shall be given to Adult School unit members by classification (Permanent, Probationary, and Temporary) and seniority.
 - *20.1.5.3 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 a unit member, that unit member shall be

given a written explanation signed by the administrator as to why the unit member was not selected.

*20.2 Compensation

*20.2.1 An Adult School unit member shall be compensated in accordance with the Salary Schedule in Appendix B.

20.2.2 An Adult School unit members' employment shall be processed by the Fremont Unified District (FUSD) Human Resources Department.

*20.2.3 The Adult School receives an annual Cost of Living Adjustment (COLA) separate and sometimes different from that of FUSD K-12 Programs. State law does not permit FUSD to provide supplemental funding to Adult School programs for ongoing 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, the Association and the District will meet to discuss the impact this difference causes. The discussion may result in impact bargaining.

*20.2.4 If pre-approved, an Adult School unit member shall be compensated at the hourly rate of pay for preparation time.

*20.3 Department Chairperson

Department chairpersons will be provided as funds are available. Selection and compensation for department chairpersons at the Adult School shall be in accordance with Article 32.

*20.4 Employment Status

*20.4.1 A unit member acquires Permanent status after employment at the Adult School for two (2) consecutive probationary years for more than eighteen (18) hours per week during seventy-five percent (75%) 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. (California Education Code Section 44929.25)

*20.4.2 An Adult School unit member is a Temporary employee if the unit member works less than eighteen (18) hours per week.

*20.4.3 The Adult School principal will rank unit members according to seniority within three (3) categories: Permanent, Probationary, and Temporary. Seniority within each group shall be based on the total number of hours of service at the Adult School. A unit member shall be advised in writing of the unit member's seniority number in a particular category by May 1 of each year. The Adult School principal shall post a seniority list for each category in such a manner that every Adult School unit member has access to it.

- *20.5 Grades
 - *20.5.1 An Adult School unit member 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 Division only. An independent study unit member will be paid two (2) hours for the mandatory grading time per quarter.
 - *20.5.2 A unit member who is 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.

- *20.6 Health Benefits

An Adult School unit member who teaches a minimum of fifteen (15) hours or more per week for at least two (2) consecutive quarters shall receive an additional 5.8% compensation, which may be applied to medical or other fringe benefits as enumerated in Article 23.1. 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.

- *20.7 Leaves
 - *20.7.1 An Adult School unit member shall earn one (1) hour of Sick Leave for every 18 hours taught. Sick Leave shall accumulate for an Adult School unit member as it does for a unit member in the K-12 program.
 - *20.7.2 An Adult School unit member who teaches twenty (20) hours or more per week may charge up to four (4) days of Personal Necessity Leave to the unit member's Sick Leave in accordance with California Education Code Section 44891 and Board Policy. An Adult School unit member who teaches thirty (30) hours or more per week may charge up to six (6) days of Personal Necessity Leave to the unit member's Sick Leave.
 - *20.7.3 The Adult School shall provide a unit member with a monthly written report of the unit member's Sick Leave status, detailing total sick leave hours accrued and sick leave hours deducted in each pay period.
 - *20.7.4 An Adult School unit member shall be eligible for Sabbatical Leave as defined in Article 8.8.

- *20.8 Staff Development
 - *20.8.1 An Adult School unit member who works 15 or more hours per week shall receive a paid orientation/workday at the beginning of the year. A work day shall be defined as 1/5 of the hours assigned in a week.
 - *20.8.2 An Adult School unit member shall be compensated at the unit member's hourly rate of pay for mandatory attendance at staff development or IEP meetings, if such hours exceed accumulated "banked" time or if such hours are not release time.

*20.8.3 In order to insure that an Adult School unit member has the opportunity for quality staff development, at least 50% of the Adult School staff development budget shall be allocated for unit member staff development.

*20.9 Staff Reduction

Unit member reduction necessitated by decreased enrollment or financial constraints shall take place first by reducing the hours of Temporary unit members and then, if necessary, by reducing the hours of Probationary unit members and, then, if necessary, by reducing the hours of Permanent unit members, all in the inverse order of seniority.

*20.10 Substitutes

*20.10.1 The Adult School shall obtain qualified substitutes for absent teachers of mandated classes after adequate notice of absence has been given.

*20.10.2 The Adult School shall provide a list of potential substitutes which includes teaching preferences to Adult School unit members, provided the Adult School has such information.

*20.11 Vacancies

*20.11.1 Prior to the first day of the quarter, vacancies shall be posted for at least ten (10) days for all Adult School Divisions except Community Education, with notice sent to the Association.

*20.11.2 For a vacancy that occurs during a quarter (except in Community Education), a qualified unit member employed less than full time shall be allowed to apply for the vacancy and shall have priority consideration over new hires. The position is temporary and the unit member must reapply if the position is offered at a later date.

*20.11.3 Each unit member filling a position has the option of renewing a contract for this same position each quarter.

*20.11.4 The Adult School shall maintain rehire lists of qualified Adult School unit members who wish to return from year to year. Each unit member shall remain on the Rehire List until the unit member requests removal or for a maximum of one (1) year, unless renewed.

20.11.5 The last contract of the year shall contain a provision for a unit member to notify the Adult School of the unit member's intent to remain on the Rehire List for the following year. A unit member who does not teach the last quarter of the year shall be contacted by mail to determine membership on the Rehire List. A unit member who indicates intent to remain on the Rehire List shall be placed on the list for the following year.

*20.11.6 An applicant for a vacancy will be interviewed by the Adult School administrator. The Adult School administrator shall select a candidate to fill the vacancy.

*20.11.6.1 If a unit member is not selected three (3) times in any school year, the Adult School administrator shall provide a written statement, upon request, explaining why another unit member was chosen.

*20.12 Work Year

Adult School unit member representatives shall be included in any discussion regarding potential changes to the Adult School calendar.

ARTICLE 21: GENERAL

21.1 Professional Growth

21.1.1 The Board encourages unit members to take additional academic training which must be earned at accredited institutions. A unit member shall be encouraged to take content and cultural courses, as well as education methods courses which can reasonably be expected to strengthen the unit member's background for the assignment. Upper division or graduate course work, in which the unit member received a minimum grade of C or Credit, 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 Human Resources Department.

21.1.2 A nurse who is required to take continuing education courses to maintain a Registered Nurse (RN) license shall receive one-half semester unit in-service 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 as 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 A certificated unit member shall have the option of being paid for the ensuing school year in ten (10) or twelve (12) equal payments. A unit member who serves 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 the unit member serves in the annual school term. (California Education Code Sections 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 the last work day of the month. Except, paychecks for December and June shall be paid no later than the fifth (5th) calendar day of the succeeding month.

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

21.2.4 A unit member must register the appropriate credential with the Alameda County Office of Education and notify the Human Resources Department before any payments may be made to the unit member. In addition, the unit member must file transcripts with the District.

21.2.5 The District shall continue payroll procedures for direct deposit of a member's 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 for New Unit Members

21.3.1 A unit member 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 unit members rests with the Superintendent.

*21.3.2 A new unit member 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 semester equivalent 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 a new unit member. All subsequent semester equivalent units earned during the school year shall be credited for salary placement in the following year.

21.3.4 A certificated unit member must have transcripts on file in the Human Resources Department verifying academic classifications for placement on the salary schedule.

21.3.5 Seniority

The term "District-wide seniority," used in this Agreement, refers to length of service in a unit position as described below.

21.3.5.1 Whenever two (2) 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 (2) 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 conducted with an Association representative present.

21.4 Salary Schedule Provisions for Current Unit Members

21.4.1 A unit member employed for a part-time assignment shall receive pro-rated value of the salary the unit member would receive on a full-time basis. Any portions of part-time assignments that equal 75% or greater shall be credited with one (1) additional year. Any assignments less than 75% will accumulate to equal one (1) additional year of advancement on the salary schedule.

*21.4.2 To advance on the salary schedule, a unit member will notify the District of an intent to add additional units on the April Status Report. Proof of units must be submitted no later than September 30. There shall be no penalty if units are not actually achieved.

21.4.3 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). Grade reports for courses filed after June 1 and by September 30 shall be paid retroactively to July 1, starting with the November 30 warrant. There shall be no penalty if units are not actually achieved.

21.4.4 A unit member 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 up to five (5) years teaching experience for related vocational experience, upon initial employment. Placement shall not exceed five (5) years of credit for such experience.

*21.4.4.1 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.

*21.5 District Unit Credit

*21.5.1 The District and the Association shall establish a joint committee known as the Unit Credit Committee (UCC). The committee shall be comprised of three (3) members: one is the Director of Elementary Education (or designee) and two (2) to be selected by the Association. The committee shall review criteria for awarding credits and assign credits for unit member participation in workshops, conferences, and seminars, on District-wide standing, sub-, and ad hoc committees, and for travel. A unit member will request District units on the District Request for Unit Form (Green Form).

- *21.5.2 The District shall award FUSD unit credit, or compensation for committee work as indicated below. All committees listed in the Board's bylaws shall be credited for units, or compensation. A participant in a committee for the development of instructional documents may be compensated at the hourly rate of pay, given, or may request units instead of compensation. The chairperson of a workshop for the development of instructional documents may be reimbursed at twenty-five (25%) percent more than the hourly rate of pay.
 - *21.5.2.1 District-wide standing committees
 - A committee member may earn 2 units per year.
 - A committee chairperson may earn 3 units per year.
 - *21.5.2.2 Subcommittees of District-wide standing committees
 - A subcommittee member may earn one-half unit of unit credit for each eight (8) hours of meeting time
 - A subcommittee chairperson who meets for sixteen (16) hours or more shall receive one (1) additional unit credit.
 - *21.5.2.3 Upon request, the District shall supply the Association a list of all members of District Standing Committees.
- *21.5.3 Unit credit for a unit member's travel may be granted at the discretion of the District. Requests for unit credit for travel must be submitted in advance to the UCC on the Request for Units Form 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 the unit member's return.
- *21.5.4 A unit member may appeal the award of credit to the UCC according to procedures developed by the UCC.
- *21.6 The District shall notify each unit member of the amount of Institute of Higher Education (IHE) and/or District unit credit granted and the cumulative amount of credits not already applied to advancement on the salary schedule.
 - *21.6.1 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.
- *21.7 The work year of a unit member shall be determined by the official school calendar as noted in this Agreement. A unit member shall be paid an additional compensation for assignments prior to or after the date scheduled on the official school calendar except as noted elsewhere in this Agreement.
- *21.8 The District will pay a maximum of seven hundred dollars (\$700) per year per unit member for tuition/books for up to ten (10) unit members per year for work to obtain credentials/certificates in those areas approved by District. The unit member must submit a plan providing reasonable timelines for completion of work towards

the credential and/or certificate, with a maximum of two (2) years. The District shall be repaid by the unit member if the unit member 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.

*21.9 Site Liaison Committee

*21.9.1 Within ten (10) work 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.

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

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

*21.9.4 Within five (5) work 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.

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

*21.10 Textbook Selection Committee

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

*21.10.2 The committee 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 provisions in this Agreement.

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

ARTICLE 22: SCHOOL CALENDAR

22.1 Calendar Guidelines:

The following guidelines will be utilized in developing all calendars for those employees paid on the Appendices A1-4 Salary Schedules as applicable, as long as the District has a 180-day student year and a 187-day teacher work year. (If either the student or teacher work year is extended, the intention is to keep these guidelines; however, they may be modified.)

22.1.1 August/September:

There will be one (1) teacher workday before the beginning of instruction.

Full time unit members paid on the Teachers' Salary Schedule must attend eighteen (18) hours of staff development or follow the provisions in Article 22.2.1. Required hours for part time members staff shall be pro-rated.

There will be at least one (1) staff development day before the first day of instruction.

The second staff development day, if not scheduled before the beginning of instruction, will be scheduled within the school year.

The third staff development day will be scheduled within the school year.

Exceptions to these procedures are found in Article 22.2.3.3

*22.1.1.1 In years when the first instructional day occurs before Labor Day, the first staff development day will be scheduled prior to the teacher work day and the start of school; one (1) teacher workday will be prior to the start of school; the second staff development day will be scheduled on Lincoln's Birthday in February; the third staff development day will be scheduled on the Friday preceding Spring Break.

*22.1.1.2 In years when the first instructional day occurs after Labor Day, the first and second staff development days will be scheduled prior to the teacher work day and the start of school; one (1) teacher workday will be scheduled prior to the start of school; the third staff development day will be scheduled on Lincoln's Birthday in February.

*22.1.1.2.1 In the years when there are two (2) staff development days prior to the start of school, staff will mutually agree before the end of the preceding school year using procedures in Article 1.5 which of the two (2) days is mandatory and will include the content of Article 22.2.3.1

- 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 instructional day will be the Wednesday following Labor Day. When Labor Day falls on September 4, 5, 6, or 7, the first instructional 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 non-instructional work days for the purpose of conferencing with parents. These conferences shall meet the requirements of California Education Code Section 51101. The Thanksgiving recess will begin the Wednesday prior to Thanksgiving, and include the Friday following Thanksgiving.
- *22.1.3.1 The twelve (12) hours of conference time may be scheduled at other times with prior approval of the site administrator and will be held before the Monday and Tuesday of Thanksgiving week.
- 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, when the winter break will begin at the close of school on the Wednesday prior to December 24. When this occurs, the last instructional week in December will be at least three (3) days, and the first instructional week in January will be at least two (2) 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 observe Lincoln's Birthday as a non-instructional day which may be scheduled as 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 non-work day or may be 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 that will immediately follow the last instructional day. The last teacher workday will be no later than the Friday of the third full week in June.

22.2 Staff Development Days

*22.2.1 The District will provide unit members who miss non-mandatory staff development hours opportunities to make them up. The District will publish a list describing acceptable alternative staff development activities, including pre-approved staff development activities offered by the Association. A unit member will obtain prior approval from the District before making up missed staff development hours utilizing the In Lieu of Staff Development Day Form. Failure to make up missed staff development hours by the first school day in May will result in loss of pay.

*22.2.2 Appendices A1-4 unit members must attend the first three (3) hours of the first mandatory staff development day and the equivalent of fifteen (15) additional staff development hours.

*22.2.2.1 The District will provide unit members who miss scheduled staff development hours with opportunities to make them up. The District will publish a list describing acceptable alternative staff development activities, including pre-approved staff development activities offered by the Association. A unit member will obtain prior approval from the District before making up missed staff development hours. Failure to make up missed staff development hours by the first school day in May will result in loss of pay at the District's reimbursed rate for each hour missed.

*22.2.3 Staff Development Day Content

A team comprised of unit members and management at each site will jointly plan the staff development agenda and content of the staff development days, in accordance with Articles 22.2.3.1 and 22.2.3.2. The agendas will be posted at each work site by the first day in June of the prior school year.

*22.2.3.1 To ensure compliance with the California Education Code Sections 51210-51220 and this Agreement, the first three (3) hours of one staff development day at the beginning of the school year is mandatory and will include the following content:

- a. review of school-wide goals;
- b. review of student achievement data, identification of plans, and development of strategies to improve student achievement; and

- c. review of the comprehensive school safety plan (Article 13) and the school's discipline plan, including classroom management.
- d. 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.

The remainder of the designated staff development day will consist of site-planned or District-wide staff development activities (in accordance with California 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, Gifted and Talented Education (GATE) teachers, EL teachers, teachers new to subject areas and/or grade levels, new teachers, prep teachers.) A unit member may elect to attend any available staff development activity.

*22.2.3.2 The actual content of all school site staff development activities shall be determined by a majority vote of unit members at the site in accordance with Article 1.5, with consultation with the principal, and in compliance with the California Education Code Sections 51210-51220.

*22.2.3.3 The two (2) additional staff development days will be scheduled on the calendar in accordance with the Calendar Guidelines (Article 22.1). Unit members may vote to schedule site-based staff development activities at other times prior to or during the instructional year with mutual agreement from the administration and approval by the District. Unit members may choose to attend site-planned, District-wide, or alternative activities. The District and the Association will plan District-wide staff development activities.

*22.3 Teacher Workdays

Two (2) teacher workdays are scheduled within the work year for Appendix A1 unit members.

*22.3.1 The first workday will be scheduled immediately prior to the beginning of the instructional year. On this workday, there will be a principal-led meeting of no more than 60 minutes, to cover only those topics necessary for the opening of school. This meeting may be extended, by majority vote of unit members present, 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.

- *22.3.2 The second workday will be the day immediately following the final day of instruction.
- *22.3.3 Substitute and Adult School unit members' workdays are covered in Articles 19 and 20 respectively.
- *22.4 Parent Conference Days

There will be two (2) parent conference days scheduled in November for the purpose of conferencing with parents in addition to the 180 student instruction days.
- *22.5 Kindergarten Testing Days

A Kindergarten teacher shall have the option of scheduling up to two (2) days for testing before the work year begins, in exchange for up to two (2) non-work days during the school year. The dates shall be arranged with the principal.
- *22.6 The District shall schedule a two-hour orientation for home/hospital teachers at the beginning of each school year.
- *22.7 A librarian shall work a 189-day work year.
- *22.8 Shortened days shall be scheduled in accordance with the requirements of SB 813 and the current California Education Code.
- *22.9 School calendars shall be mutually agreed upon and attached to this Agreement as Appendices F, G, and H.

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 Internal Revenue Service Tax Deferred Medical Benefit Plan (IRS 125 Plan).

*The District shall continue to offer medical plans. These plans shall include HMO and PPO options.

*Historical Information:

Effective November 1, 1990, the District implemented the Elder Bill (Medicare) with the District and the unit members paying their respective shares (1.45%).

Effective 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 \$5,109 base amount shall continue to be increased at the same percentage rate as in the salary schedules.

*Effective December 7, 2001, the District applied the current forty-five one hundredths of a percent (.45%) value of each unit member's salary schedule and the unit member continues to pay the Long Term Disability (LTD) plan premium whether the premium increases or decreases. The District is not responsible for the cost of the premium.

*23.1 Open Enrollment (September 1 to September 30): 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 September. During negotiations, the District and the Association shall review the plans offered.

*23.1.1 Public Employees Retirement System (PERS) Health Plans. The District participates in the PERS health program that provides individual plans. PERS negotiates the rates and the terms of coverage.

*23.1.2 Fremont Health Plans. The District also offers a FUSD Kaiser health plan 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 (2) dental plans. The two (2) plans are Delta Dental, administered through California Valued Trust (CVT) or a mutually agreed to successor plan. Participation in one or the other is mandatory for full-time employees.

23.1.3.1 A unit member shall have Employee, Employee + 1, and Employee + 2 or more dental enrollment options from which to choose.

*23.1.4 Income Protection Plan. Effective January 1, 2004, the designated disability insurance plan has become an income protection plan. The specific provider shall be determined by the Association.

A unit member who has a 50% Full Time Equivalent (FTE) or more assignment is required to participate in the income protection plan. (50% FTE is defined as fifteen (15) hours per week.)

Effective July 1, 2002, 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.

*23.1.5 Voluntary Plans:

*23.1.5.1 Individual Vision Care plan

*23.1.5.2 Income protection plan

*23.1.5.3 Term and Whole Life insurances

*23.1.5.4 Tax sheltered 403b and/or 457 Plan

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

23.2.1 The availability of individual term life insurance, for early retirees.

*23.2.2 The employer contribution, as regulated by PERS, shall be payable on behalf of only those unit members choosing to participate in PERS medical benefits. For retirees, the District contribution shall be a lesser amount set by Government Code Section 22857, subdivision (b), per retiree per month.

23.2.3 The parties do not intend to provide a retiree, present or future, with a vested right to PERS health benefits or any other benefit. PERS health benefits provided to a unit member and retiree may be changed, modified, or discontinued by agreement of the parties, or by operation of law.

23.2.4 A unit member who intends to retire and wants 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 a part-time unit member 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 the unit member's 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 member's 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 an involved unit member agree to contribute the appropriate amounts as required by law during the term of the contract.

- 23.4 An Adult School unit member who teaches a minimum of fifteen (15) hours or more per week for at least two(2) consecutive quarters shall receive an additional 5.8%, which may be applied to medical or other fringe benefits as enumerated in Article 23.1. 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 An Adult School teacher, a retiree not eligible for the benefits under the provisions of 23.7, a substitute teacher, a home teacher, or any hourly part-time unit member shall have the opportunity to buy Fremont Health Plans as provided herein, or at the sole expense of the unit member if permitted by the carrier. Upon request, current information on all plans and the procedures for buy-in shall be provided.
- 23.5.1 Any unit member who is employed for less than half-time shall be provided the opportunity to purchase benefits through Fremont Health Plans.
- 23.6 A part-time unit member 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 Any unit member who is 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 a unit member who receives 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, pro-rated based on full-time employment status, 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. The benefit amount of the individual term life insurance option shall not exceed the cost of the lowest cost employee-only HMO plan.

- 23.7.3.2 The retiree may reimburse the District for the unit member's spouse and dependents, provided it is agreeable to the insurance carrier, until the retiree reaches age sixty-five (65).
 - 23.7.3.3 The District shall pay the entire premium for the unit member's dental plan at the time of retirement until age sixty-five (65).
 - *23.7.3.4 At the age of sixty-five (65), the retiree may continue to participate in the selected health plan and/or dental plan provided and reimburse the District for the full amount of the premium.
- 23.7.4 A unit member who intends to retire and wants 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 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 the Association 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 the Association for purposes of bargaining the impact of the changes. Should the parties agree, the changes shall be referred to the Insurance Committee of which the Association shall be an active member.

ARTICLE 24: SALARIES

- *24.1 Retroactive to July 1, 2007, increase all salary schedules and rates of pay included in the collective bargaining agreement by the District's unique funded cost of living increase to its Base Revenue Limit for 2007-08 that is calculated to be 4.55%.
- *24.2 Should any action by the State of California, either through state legislative action, the initiative process or by the Governor, cause a mid year reduction from the previously adopted 2007-08 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 increase specified in Article 24.1.
- *24.3 The hourly rate shall be as indicated on Appendices A1, A2, A3, and A4.
- *24.4 The hourly rate shall be paid for any time beyond the Additional Required Time as set forth in Article 7.1 of this Agreement.
- *24.5 Athletic Director: The stipend for Athletic Director shall be listed on Appendix E.
- *24.6 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%

- *24.7 A Counselor Department Chair position shall be assigned to each attendance area beginning the second semester of the 2007-08 school year. The counselor department chair shall receive an annual 6% stipend for the secondary counselor department chair activities, prorated for working less than a full year in this role. For the 2007-08 school year only, the stipend shall be ½ of 6%. Article 38 of the current Agreement shall be modified to include the Counselor Department Chair assignment and stipend. The selection process for the Counselor Department Chair shall align with the language in Article 32.1 of the current Agreement with a modification for the number of principals involved in the selection process.
- *24.8 A substitute teacher shall be compensated according to Appendix D.
 - *24.8.1 For ten (10) or fewer days of consecutive substitute employment in one assignment see Appendix D.

On the eleventh consecutive day in the same assignment, the rate of pay shall become the long-term rate, retroactive to the beginning of the assignment.
 - *24.8.2 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 a long-term substitute assignment or an assignment which approaches a temporary contract.

- *24.8.3 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.
- *24.9 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.
- *24.10 Each unit member who possesses a Master's Degree shall receive placement on the salary schedule, increased by 3%.
- *24.11 Each unit member who possesses a Doctoral Degree shall receive placement on the salary schedule in addition to the increase for the Master's Degree, increased by 3%.
 - *24.11.1 A unit member who completes a doctoral program that includes a Masters Degree, as verified by the educational institution, shall receive placement on the salary schedule plus the percentage increases for both the Master's Degree and the Doctoral Degree.
- *24.12 Adult School unit members' rates of pay shall be as indicated on Appendix B.
- *24.13 Each month, the Board shall furnish the Association with placement of personnel on the salary schedule.
- *24.14 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.
- *24.15 A teacher who possess a bilingual credential from the state authorizing assignment to teach elementary bilingual classes shall receive a stipend as listed in Appendix A each year the teacher is assigned to teach an elementary bilingual class.
- *24.16 Unit members who work during the extended school year session will be paid at the hourly rate as defined in Appendix A.
- *24.17 Hospital teachers and Alternative School teachers shall be paid according to Appendix A on a contracted basis.
- *24.18 Psychologists shall be placed on a separate salary schedule (A4) which shall reflect the teachers' schedule increased on a pro rata basis reflecting their work day and work year.
- *24.19 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) Association members at the District's expense, unless mutually agreed otherwise. This shall not preclude the Association 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, 2008. No later than March 15, 2008, 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) calendar 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 the Association and the 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) calendar days of ratification of the Agreement by both parties herein, the District shall provide five hundred (500) copies to the Association. The Agreement will be posted on the District's and the Association's web sites. Additional copies of the Agreement will be housed in the Human Resource Department. The District shall cover the cost of producing the print copies of the Agreement.
- *26.4 The District shall, at the time of hire, provide information about where to find the Agreement on the District's and the Association's web sites to any new bargaining unit member it hires during the term of the Agreement

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 (PERB), the remainder of this Agreement shall not be affected thereby and the parties to this Agreement shall meet no later than ten (10) school days after such a decision to negotiate the provision(s) declared invalid.

ARTICLE 28: DISCIPLINARY ACTION

- *28.1 All communications involving discipline or that could potentially lead to discipline shall be done in a private manner and in a private setting.
- *28.2 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 the unit member.
- *28.3 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the California Education Code.
- *28.4 Disciplinary action in a form less than dismissal shall be in accordance with the following provisions:
 - *28.4.1 A unit member shall not be disciplined without just cause. Discipline shall be limited to oral warning, written warning, and suspension, including suspension without pay.
 - *28.4.2 The following just cause guidelines shall be recognized:
 - *28.4.2.1 The unit member shall be adequately informed or reasonably should have known that there would be disciplinary consequences resulting from the unit member's conduct before such consequences can be applied.
 - *28.4.2.2 The District's rules, regulations and policies shall be readily available to unit members and shall relate to the effective operation of the District.
 - *28.4.2.3 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.
 - *28.4.2.3.1 All persons involved in an incident shall be interviewed if they agree to be interviewed.
 - *28.4.2.4 Rules, orders, and penalties shall be applied fairly, according to the circumstances of the case.
 - *28.4.2.5 Disciplinary action shall reasonably relate to the nature of the offense.
- *28.5 Progressive Discipline
 - *28.5.1 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.

Progressive discipline shall be administered according to the following sequence:

- *28.5.1.1 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.
- *28.5.1.2 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 Articles 28.1 and 28.2 unless circumstances warrant immediate action (shop floor rule).
- *28.5.1.3 A written reprimand shall be submitted to the unit member and the unit member shall have an opportunity to respond prior to the placing of such document 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.
- *28.5.2 The District shall not impose the next higher level of discipline unless the prior incident occurred within the previous eighteen (18) months.
 - *28.5.2.1 Those types of misconduct which are of such nature that progressive discipline normally is not required shall be as established in California 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.
- *28.5.3 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.
- *28.5.4 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 the unit member may adequately prepare a 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 a 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.

- *28.6 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 within 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.
- *28.7 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 a 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 a 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 California Education Code Sections 44939, 44940, or 44942.
- *28.8 A unit member may be represented, upon request, at any disciplinary meeting or hearing.
- *28.9 Prior to suspending a unit member with or without pay, a hearing shall, upon request, take place at the Assistant Superintendent level.
- *28.10 Disciplinary actions shall be administered in a fair manner.
- *28.11 In all cases where discipline is reduced to writing, the unit member shall be permitted a reasonable amount of time to consult with the unit member's representative to receive assistance and advice in preparing a rebuttal or reply.
- *28.12 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 The District shall not place any negative or derogatory material in a unit member's Personnel File before it is shared with the member. The District shall provide the unit member with 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 Departments 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 A grievance 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 District. 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 the unit member's own 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 (4) 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 sealed 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.
- 30.1.2 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.
- *30.1.3 A unit member shall have the right to Association representation throughout all steps in the Complaint Process.
- *30.1.4 Steps in the Complaint Process

Complaint Filed

Any public complaint as defined in Article 30.1.1 about a unit member shall be reported to the unit member by the administrator receiving the complaint within three (3) school calendar work 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.

Step I

The unit member shall have the right to attempt resolution of the complaint without involvement of the administration or to move to Step II and meet with the administrator as the facilitator.

Step II

If there is no 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 an Association representative may be present. The unit member shall be given time during the work day, without salary reduction, to prepare for such meeting.

If the complainant refuses to attend the meeting, the complaint shall be dropped.

A written summary of the meeting will be developed by those present which shall include the resolution, roles, and responsibilities of those implementing the resolution, and a timeline for implementation.

Step III (Appeal 1)

If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may appeal the decision. The complainant shall submit a signed written appeal on the District Complaint Appeal Form to the unit member with a copy to the unit member's immediate supervisor. If no appeal is received within five (5) school calendar work days, the matter shall be dropped.

The unit member shall be given time during the work day, without salary deduction, to review the appeal and prepare responsive comments. A meeting shall be held within five (5) school calendar work days between the unit member and the immediate supervisor at which an Association representative may be present to attempt a mutually agreeable resolution.

A written summary of the meeting will be developed by those present which shall include the resolution, roles, and responsibilities of those implementing the resolution, and a timeline for implementation.

Step IV (Appeal 2)

A unit member or the complainant may request or be requested to attend a meeting with the designated District Director held at Step IV (Appeal 2) at which an Association representative may be present to attempt a mutually agreeable resolution. A determination to either uphold, change, or modify the resolution will occur within fifteen (15) school calendar work days.

A written summary of the meeting will be developed by those present which shall include the resolution, roles, and responsibilities of those implementing the resolution, and a timeline for implementation.

Step V (Appeal 3)

A unit member or complainant may submit a written appeal to the District Complaint Officer within five (5) school calendar work days. A unit member will have the option to meet with the District Complaint Officer at which an Association representative may be present to attempt a mutually agreeable resolution.

A written summary of the meeting will be developed by the District Complaint Officer whose determination is final.

- 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 Articles 6 and 28. The unit member shall be notified at least three (3) school calendar work days before such meeting takes place of the topics and subject matter of such meeting in order that the unit member may adequately prepare a position on such topics and/or subject matter.

- 30.2.1 In the event that the Superintendent or a 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 the unit member's version of the facts underlying the complaint.
- 30.4 No complaint or complaint materials shall be distributed to 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 Association representation at all levels of the complaint process when an administrator is also present. The District shall notify the Association at least five (5) school calendar work days in advance of any District-level Step IV (Appeal 2) Complaint Hearing involving an Association unit member.
- 30.5 Disagreement Between Unit Members
- When a disagreement occurs between unit members, it shall not be handled as a complaint. Unit members shall have the options 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 Article 30.6 shall be utilized in such disagreements.
- 30.6 The Association and the District will jointly sponsor staff development training opportunities designed to improve proficiencies in the resolution of disputes, including disputes between/among unit members. The parties agree to select representatives who are charged with the resolution of such disputes and to make them available.

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 Induction Program (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 California Education Code.

The PAR program 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 Assessment Induction 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 A Consulting Teacher (CT) 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 An Evaluator is an administrator appointed by the District to evaluate a certificated teacher.
- 31.1.3 The Joint Panel (JP) is 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 The two (2) types of Participating Teachers (PTs) are referred, and voluntary.
 - 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.

- 31.1.5 PAR Budget: The budget shall consist of the funds allocated by the state for this program. The budget shall not exceed this allocation. When the District'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 JP assigns the CT to the PT. 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 District's Final Evaluation Form that the teacher's performance according to Article 10 is unsatisfactory. An unsatisfactory evaluation will result in a referral to PAR.

31.2 Joint Panel (JP)

- 31.2.1 Confidentiality: All PAR documents relating to PTs, which are created or reviewed by the JP, 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: JP 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 JP 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 Employment Relations Act.
- 31.2.5 Composition and Selection: The JP 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 CT shall not be a member of the JP.

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 JP be made by June 30 for the next planning year. The JP shall establish its operational procedures, including the method for selection of a chairperson.

31.2.7 Meetings: The JP shall establish its own meeting schedule. To meet and take action, a minimum of three (3) FUDTA representatives and two (2) FUSD representatives must be present. The JP shall meet at specific times and places as they shall determine.

The JP will meet by May 31 to review all Administrative Referral to PAR forms for unit members who received an Overall Evaluation of "Unsatisfactory."

*31.2.8 Compensation: Appointees to the JP shall receive an annual stipend of \$4500 per year. Release time shall be provided for JP members to conduct observations and to attend trainings/workshops, or other appropriate activities.

*31.2.8.1 The annual stipend 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 JP shall submit semester reports to the Association and the District that chart the number of referred and volunteer teachers being served and any other information, details, or activities the JP chooses to include. This information will be sent to the Association President and the District Superintendent.

31.2.9 Decision Making: Whenever possible, the JP will operate by consensus. Actions of the JP requiring a vote shall be determined by a majority vote of those members present.

31.2.10 Responsibilities: The JP 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 JP members.
3. Adopt Rules and Procedures for the PAR program.
4. Establish internal operating procedures for the JP.
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 CTs.
10. Select trainers and/or training providers with the exception of the initial training/orientation.
11. Select the panel of CTs.
12. Arrange training for CTs prior to the CT's participation in the Program.
13. Assign a CT to the PT.
In those cases where there is more than one appropriate CT available, the JP shall provide a list of appropriate available CTs from which the PT may choose. In the event the PT does not make a selection from the list, the JP shall assign CT to the PT.
14. Notify the PT, the CT and the site principal of their participation in PAR by written notification.
15. Call upon additional resources when appropriate.
16. Provide a checklist of suggested steps and activities to the CTs.
17. Review documentation submitted by the CTs.
18. Recommend to the Governing Board regarding RTs' progress in the PAR Program.
19. Submit Final Report of RTs' 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 JP 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 Voluntary Teachers
3. Temporary, Probationary and Intern Teachers
4. BTSA Teachers
5. Professional Development Programs for any teacher

*31.2.12 Joint Panel Training: The JP will receive training provided by representatives of the joint Bargaining Teams regarding the negotiated elements of the Program prior to initiating the work of the JP.

31.3 Consulting Teachers (CTs)

31.3.1 Duties: A CT shall participate in the training of and provide assistance to RTs and VTs pursuant to the Program. The CT 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 JP.
3. Maintain a written log of contacts and specific support given to each PT.
4. Document all observations, visitations, and meetings.
5. Meet with the RT 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 PT during classroom instruction and provide specific, immediate feedback after each visit.
7. Monitor the progress of the RTs.
8. Submit periodic written reports and discuss them with the RT.
9. Continue to provide assistance to the RT until the JP terminates the assistance.
10. Submit a final report of the PTs to the Joint Committee.

31.3.2 Responsibilities of CTs: A CT shall assist PTs by demonstrating, observing, coaching, referring, conferring and/or other activities, which, in their professional judgment, will assist the PT. 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 CT should be considered by colleagues to be a highly skilled practitioner. A CT shall not be a member of the JP. A CT shall possess the following qualifications:

1. Permanent status.
2. Minimum of seven (7) consecutive years employed in the District.
3. Credentialed classroom teacher.
4. Exemplary teaching abilities in accordance with Article 10 and 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 CTs shall be posted at each worksite, at the Association Office, in the 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 JP. Advertisements for CT Positions may be reposted at any time at the request of the JP. All applications for CT Positions shall include the following:

1. Classroom observations by the JP.
2. Recommendations from:
 - (1) the applicant's Principal or immediate Supervisor;
 - (2) an Association Representative of the applicant's choosing, and
 - (3) two (2) teachers at the applicant's worksite(s).
3. Personal interview with the JP.

In selecting a CT, the JP may call on additional resources as appropriate. The JP shall determine any additional procedures, as it deems appropriate, regarding the application process.

31.3.5 Term of Assignment: A CT shall be appointed for, and agree to accept, a three (3) years term, subject to annual review. At the discretion of the JP, a CT may be removed at any time. A CT shall be placed in a classroom assignment for a minimum of one year before reapplying to be a consulting teacher. Each CT 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 CT shall receive an annual \$4500 stipend. The CT's stipend shall be paid in two (2) installments: \$2250 on the January pay warrant and \$2250 on the June pay warrant.

*31.3.7 Caseload: The JP shall determine the caseload for a CT.

*31.3.8 Confidentiality: All PAR materials which are created or reviewed by the JP shall be strictly confidential unless otherwise required by law. Therefore, JP members shall not disclose such information.

*31.3.9 Indemnification: The District shall defend and indemnify a CT against claims arising out of their good faith performance of duties under this Article. A CT who acts 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.

*31.3.10 Non-management/supervisory status: PAR functions performed by a CT 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 Employment Relations Act.

- *31.3.11 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 PAR for a Referred or Voluntary Teacher

- 31.4.1 Referred Teachers (RTs): A Permanent unit member who has received an unsatisfactory final evaluation shall be referred to the Joint Committee and is required to participate in the PAR Program .
 - 31.4.1.1 Referral: The administrator who authored the unsatisfactory evaluation shall refer the RT to the JP. The administrator shall provide the JP with a copy of the unsatisfactory evaluation, together with appropriate supporting documentation. A copy of the referral packet shall be sent to the RT. The JP 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 JP shall determine the nature of assistance that the CT shall provide.
 - 31.4.1.2 A teacher who has been referred to PAR shall have the right to address the JP to provide input into the nature of assistance provided (type, frequency, timing). The teacher may choose to bring a representative of choice.

Notwithstanding this provision, the JP shall proceed to assign a CT to the RT and determine the nature of the assistance the CT will provide.
 - 31.4.1.3 The Principal of the RT shall:
 - a. Refer teachers who receive “Unsatisfactory Evaluations” to the JP.
 - b. Cooperate with the JP to support the minimum standards as defined in Article 31.3.10.
 - c. Continue to evaluate and provide assistance to all teachers according to the Article 10.
 - d. Meet with the JP upon request.
 - 31.4.1.4 Preparation of Assistance Plan: A CT shall review the referring packet for the RT. The CT and RT 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 CT shall continue to work with the RT until the JP terminates the assistance. The Plan will be submitted to the JP for final development and approval.

- 31.4.1.5 Classroom Observations: The Assistance Plan will include multiple observations of the RT by the CT. These observations shall be exclusive of the evaluation process.
- 31.4.1.6 Progress Reports: The CT will prepare and, upon request of the JP, discuss periodic (at least every three months) reports of the RT's participation in the Program. The CT'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 RT's participation in the Program only. The evaluation is a list of the activities in which the RT participated along with the recommendation of the CT regarding the RT's continued participation in the PAR Program. A copy of the final report will be provided and shall be submitted to the RT order to receive input and signature before it is submitted to the JP. The RT's signature does not necessarily mean agreement but rather acknowledgment that a copy of the report was received. The RT shall have the right to respond in writing within ten (10) teacher work days and to have such a response attached to the Final Report. No later than ten (10) days prior to the end of the school year, the Final Report will be submitted to the JP.

31.4.2 Voluntary Teacher (VT): A VT is any permanent classroom teacher who wishes to enrich teaching skills by consulting with a peer and 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 CTs and other criteria as established by the JP. A VT may withdraw from the Program at any time.

A VT may apply to PAR by submitting an application form provided by the Joint Panel.

- 31.4.2.1 A CT shall not communicate any evaluative comments about the VT to anyone at any time.
- 31.4.2.2 A CT shall maintain a log of assistance that shall not include any evaluative comments. A copy of the log shall be provided to the JP and the VT. It shall not be placed in the VT's Personnel File unless requested.
- 31.4.2.3 All communications between the VT and CCT shall be confidential and shall not be shared without the written consent of the VT and the CT.
- 31.4.2.4 A CT may provide the following kinds of assistance to the VT:

- 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 VT
- c. Meet with the VT to discuss the PAR program and the VT's goals
- d. Conduct observations of the VT during classroom instruction, and provide specific, immediate feedback after each visit
- e. Provide assistance to the VT in accordance with Article 31.3.2.

31.5 Budget

- *31.5.1 JP Compensation: The members of the JP will receive an annual stipend of \$4500 in accordance with Article 31.2.7. The JP stipend shall be paid in two installments: \$2250 on the January pay warrant and \$2250 on the June pay warrant.
- *31.5.2 A CT will be paid an annual stipend of \$4500. The CT's stipend shall be paid in two installments: \$2250 on the January pay warrant and \$2250 on the June pay warrant.
- 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

All forms relative to PAR shall be as attached to this Article and shall be prepared by the Human Resources Department.

***Beginning Teacher Support and Assessment Induction Specialist Teacher Program or Other Similarly Designed Programs**

- *31.7 The Fremont Unified School District's Beginning Teacher Support and Assessment Induction Specialist Teacher Program (BTSA) consists of three (3) separate levels of involvement by teachers in the District:
- BTSA Induction Specialists (IS), who provide direction, support, and assistance to the BTSA Support Providers (SP) and Participating Teachers (PT)
 - BTSA Support Providers (SP), who provide direction, support and assistance to the BTSA Participating Teachers (PT)
 - BTSA Participating Teachers (PT) who meet the eligibility requirements for the Induction Program
- *31.8 BTSA will provide a variety of resources, professional development, and support for PT's, SP's, BTSA Induction Specialists, and the District's BTSA Director who are directly involved with BTSA.
- *31.9 Principals shall select BTSA Support Providers using the criteria as established by the California/FUSD Induction Standards. A unit member shall not be disciplined or

negatively evaluated for declining an Induction Specialist or Support Provider position.

*31.10 Vacancies for BTSA Induction Specialist positions shall be posted in accordance with Article 9 of the Agreement

*31.11 The District and the Association will annually review the BTSA Induction Program, including compensation, through the grant authorized program.

*31.12 All assessments and feedback to BTSA PT's shall be confidential 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.

*31.13.1 The BTSA Induction Specialist shall be provided full release time to fulfill responsibilities and be compensated in accordance with the teacher salary schedule for a full time equivalent.

*31.13.2 The BTSA Induction Specialist, in addition to the unit member's regular annual salary and all other benefits provided in this Agreement, shall be compensated at an annual rate of \$4500.

*31.13.3 The BTSA Support Provider, in addition to the unit member's regular annual salary and all other benefits provided in this Agreement shall be provided support, release time, and compensation at a rate of:

- up to two (2) days of release time to work with PT's
- an annual stipend of \$1200

*31.13.4 The BTSA Participating Teacher will be provided annually:

- one (1) day of release time to work with the Support Provider or to attend conferences and a second day upon approval of request
- \$200 for instructional materials.

Intern Mentor Teachers

*31.14 The Fremont Unified School District's 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 District-approved programs of higher education. The District will make every effort to fill Intern Mentor positions in a timely fashion. Site administrators will seek appropriate mentor teachers in accordance with each specific program's guidelines.

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 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.
- *31.17 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.
- *31.18 Compensation for the Intern Mentor is determined by the institution of higher education sponsoring the Intern Program.

ARTICLE 32: DEPARTMENT CHAIRPERSON

- *32.1 A Department Chairperson or Co-chairpersons shall be selected by a secret ballot election of unit members in the department for recommendation of one (1) candidate, or two (2), if Co-chairpersons, to the Principal. In cases where the principal does not ratify the selection of the candidate(s), the principal will give a written explanation of the reasons to the candidate(s) and the teachers involved in making the selection. The department so affected then shall select alternate candidate(s) by the same secret ballot procedure as above.
- A Chairperson or Co-chairperson shall be selected for a two-year term. The position of Department Chairperson 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 A Department Chairperson 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 A Department Chairperson shall be credentialed in at least one of the subject areas of that department.
- *32.3 A Department Chairperson shall be compensated in accordance with Article 24.8. In the case of Co-chairpersons, the stipend shall be split.
- *32.4 A Counselor Department Chair position shall be assigned to each attendance area beginning the second semester of the 2007-08 school year. The counselor department chair shall receive an annual 6% stipend for the secondary counselor department chair activities, prorated for working less than a full year in this role. For the 2007-08 school year only, the stipend shall be ½ of 6%. Article 38 of the current Agreement shall be modified to include the counselor department chair assignment and stipend. The selection process for the counselor department chair shall align with the language in Article 32.1 of the current Agreement with a modification for the number of principals involved in the selection process.

ARTICLE 33: ACADEMIC FREEDOM

- 33.1 Academic freedom shall be guaranteed to each unit member 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 instructional functions, a unit member shall have reasonable freedom to express personal opinions on all matters relevant to the course content, in an objective and judicious manner. A unit member, however, shall not utilize the instructional position to attempt to influence students with 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 A unit member 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 California 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 duties.
 - 33.5.1 A unit member must be employed, promoted, or retained without discrimination or harassment respecting the unit member's personal opinions or 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 the unit member's 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
(Summer and Extended Day Programs)

The District and the Association 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 California Education Code Section 48070, "Pupil Promotion and Retention," California Education Code Section 60648, "High School Exit Exam," and California Education Code Sections 37252 and 37253, "Mandatory Summer School." In general, and unless otherwise specified, extended school year 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 inter-sessions, 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 unit member shall be paid for the hours spent teaching the program.

34.1.3 An elementary extended school year (summer session/fiver(5) week session) unit member shall receive pay for ten (10) hours of preparation time and two (2) hours of meeting time. A secondary extended school year (summer session/six (6) week session) unit member shall receive pay for fifteen (15) hours of preparation time and two (2) hours of meeting time.

*34.2 A unit member teaching in supplemental/remedial instructional programs shall have a class size limit that is as small as possible without exceeding the total funds authorized by the legislature. The District and the Association shall monitor the total funding and student enrollment to ensure compliance with this goal. The Association and the District shall meet no later than the fourth (4th) day of the extended school year (summer session) for the purpose of reviewing staffing and student enrollment.

34.3 Sick Leave: A unit member employed in a supplemental/remedial instructional program shall be provided sick leave as follows:

*34.3.1 In programs offered during summer session a unit member 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 session, a unit member who misses 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 session, 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 member 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 the Association. 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 (no later than March 1) that they desire to teach summer session. Once unit members have applied to teach summer session, the list shall be formulated by a random drawing of the applicants' names. A new list shall be drawn each year. Association representatives shall be notified of the time of the drawing. The District shall not hire summer session employees from outside the District unless all interested and appropriately credentialed unit members are hired.
- *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, that unit member shall be dropped from the list and 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 during the summer session, no unit member may teach more than three (3) consecutive summer sessions unless no other unit member qualified by credential is on the list awaiting placement.
- A unit member selected for an extended year summer session assignment shall be notified of the assignment by the end of the first full week in June. The first extended year staff meeting shall be conducted on the Monday of the final week of the regular school year, unless changed by mutual agreement between the District and the Association.

- *34.7 Extended school year unit members may be observed, but there is no formal observation/evaluation process for extended school year unit members. The unit member shall have the sole option of placement of any observation document in the Personnel File.

- *34.8 The Association shall be represented in the development of School Assistance and Intervention Team (SAIT) and Program Improvement (PI) plans.

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 process 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 Agreement. Any waivers of this Agreement will be only by mutual agreement of the Association and the District. The Association shall establish procedures for site request of any 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 unit member because of the unit member's participation in this process.

ARTICLE 36: SPECIAL EDUCATION

- *36.1 This article does not limit unit members from coverage under other Articles of this agreement. This Article is in addition to such coverage. All provisions of this Article reflect and shall comply with State and Federal Laws.

- 36.2 Community Advisory Committee
 - 36.2.1 Unit members shall serve on the Special Education Local Planning Area (SELPA) 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 Department and Faculty Advisory (Leadership) Meetings
 - *36.3.1 A special education representative shall be invited to all department meetings if there is no special education staff member serving as a department chair.
 - *36.3.2 At each elementary site a representative of the site's special education unit members shall be invited to attend faculty advisory/leadership meetings, if scheduled.

- *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 for the purposes of preparation and attendance at the hearing, without loss of compensation. If the due process hearing is held during instructional preparation time or after regular hours of employment, a unit member will receive the hourly rate of pay or will be provided compensatory release time which may be accumulated and utilized at the unit member's discretion.

- *36.5 Full-Inclusion
 - 36.5.1 An Inclusion Planning Team consisting of the full-inclusion special day class teacher and the general education teachers with an identified full-inclusion student will be organized at each site with an identified full-inclusion student.
 - 36.5.2 Release time, as needed, will be allocated to a unit member who is a teacher of an identified full-inclusion student to provide planning time with the full-inclusion teacher and other support personnel.
 - 36.5.3 The District shall provide release time to a unit member with a full-inclusion student enrolled in the unit member's classroom for training necessary to implement the student's IEP.
 - 36.5.4 The implementation of full-inclusion shall not result in a reduction of staff.

- *36.5.5 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.
- *36.5.6 A unit member with a full-inclusion student enrolled or to be enrolled in the unit member's classroom shall be included in all aspects of the development of the IEP, including determination of services and placement.

*36.6 Individual Education Plans (IEPs)

- *36.6.1 If the IEP process for an individual child takes more than five (5) hours to complete, and, in other cases, if the site administrator 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 administrator 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.
- *36.6.2 A unit member 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.
- *36.6.3 The District will make every effort to provide access to an IEP for an Individual with Exceptional Needs (IWEN) assigned to the class of any unit member at the time of placement of a student transferring within the District and at the time of placement of a student transferring from another District.
- *36.6.4 The District recognizes that some special needs students may not meet or exceed the growth projected in the annual goals and objectives of the student's IEP. In such instances, the District limits a unit member's accountability to having implemented the services specified in the IEP. A unit member may request a review of an IEP according to Special Education Law and Regulations.
- *36.6.5 A principal will reduce the Additional Required Time (40 hours) obligation of special day class teachers, resource specialists, speech and language pathologists, adaptive PE teachers, and other special education service providers by seven (7) hours for attendance at District-required job-alike meetings or workshops.
- *36.6.6 Whenever possible, IEP meetings should be conducted during the work day. The case manager shall not be required to schedule an IEP meeting during that member's preparation time. The site administrator may authorize the release of a unit member who attends the IEP meeting from instructional duties, if needed.

When it is not possible to conduct a meeting during the work day, 40-hour credit shall be given to a unit member for IEP meetings conducted 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 (2) hours, that unit member shall be compensated for time beyond the two (2) hours at the hourly rate, with a minimum payment of at least one (1) hour. The first two (2) hours shall be credited toward the unit member's Additional Required Time (40 hours). In accordance with the Individuals with Disabilities Education Act (IDEA) in both scheduling an IEP meeting and in the agenda design at the IEP meeting, a unit member may request that a meeting not be more than two (2) hours in length. If additional time is necessary, it may be scheduled at an additional date.

The special nature of the multiple school assignments of Designated Instructional Service (DIS) unit members, such as nurses and speech/language pathologists, shall be taken into consideration when scheduling IEP meetings. DIS unit members will not be required to work beyond a continuous instructional day except in unusual circumstances.

*36.6.7 The site administrator may authorize the release of a unit member who travels to another site to attend an IEP meeting from instructional duties, if needed.

*36.7 Instructional materials

*36.7.1 The administrator at each site shall ensure that each special education unit member has sufficient core curriculum textbooks and teacher editions, as well as other materials and supplies necessary for instruction.

*36.8 Program Modification and Training

*36.8.1 The District will provide appropriate training prior to modifying instructional and/or assessment models.

*36.8.2 The Special Services Department will solicit input and review plans for class configurations and student assignments for the following school year at job-alike meetings.

*36.9 Psychologists

*36.9.1 Assignments

*36.91.1 Each 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.

*36.9.1.2 By April 1, the Director of Special Services will notify psychologists of tentative assignments. If changes are made after that date, the Director 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 Assistant Superintendent for Human Resources.

*36.9.1.3 The District shall determine assignments annually, based on student needs and psychologist preferences.

*36.9.1.4 If changes are made to a psychologist's assignment after the start of the school year, that change will be based only 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 Assistant Superintendent for Human Resources.

*36.9.2 Caseload

*36.9.2.1 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 the Special Education or General Fund.

*36.9.2.2 Specialized Psychologists: In addition to the psychologists hired to provide testing and placement for a 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.

*36.9.3 Evaluations

*36.9.3.1 Evaluations shall be conducted according to the provisions of Article 10.

*36.9.4 Hours

*36.9.4.1 The work day shall be seven and one-half (7½) hours exclusive of lunch. A psychologist shall schedule the beginning and ending times by mutual agreement with site supervisors. Flexible schedules shall be by mutual agreement with the supervisor.

*36.9.4.2 A psychologist shall be responsible for attending District psychologist meetings.

*36.9.4.3 The special nature of the multiple school assignments of psychologists shall be taken into consideration when scheduling IEP/SST meetings.

- *36.9.4.4 A psychologist shall not be required to perform Adjunct Duty.
- *36.9.5 Salary
 - *36.9.5.1 A psychologist shall be paid in accordance with Schedule A4.
 - *36.9.5.2 A psychologist shall be compensated at the hourly rate for extra duty psychologist work, including summer school. The hourly rate for psychologists shall be identified in Appendix A4.
- *36.9.6 Shared Assignment
 - *36.9.6.1 Two (2) Probationary or Permanent psychologists may split a full-time 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 by two (2) unit members.
 - *36.9.6.2 Shared assignments shall be implemented in accordance with Article 18.
- *36.9.7 Substitutes
 - 36.9.7.1 The District may hire substitutes for psychologists. The psychologist substitute rate shall be 33% above the teacher substitute rate, based on the additional hours worked. The long-term [more than five (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 (3) hours and forty-five minutes] regardless of the length of the assignment. The work day for a substitute psychologist shall be the same work day as the regular unit member. The District will use substitutes as one source from which to hire new psychologists. Removal from the substitute list for psychologists shall be as defined in Article 19.11.
- *36.9.8 Vacancies
 - *36.9.8.1 Whenever a vacancy exists, each Temporary or part-time psychologist 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. A psychologist employed for less than full-time shall be allowed to apply for vacancies any time in the year that would permit increasing the unit member's proportion of full-time. Such person will have priority over new hires.
- *36.9.9 Work Year
 - *36.9.9.1 The work year shall be 192 days, the non-school days to be scheduled within seven (7) work days of the start of school

and seven (7) work days of the end of school, or otherwise by mutual agreement between the psychologist and the District.

*36.9.10 Working Conditions

*36.9.10.1 Working conditions shall be in accordance with Article 11.

*36.9.10.2 Each psychologist shall have a private space with a phone in which to test students and perform other duties at each site where the psychologist is assigned.

*36.9.10.3 A psychologist whose work location is changed at any time will have the physical move of materials and records accomplished by appropriate District staff.

*36.9.10.4 The District shall not assign a psychologist duties as an administrator or administrative designee without the psychologist's consent.

*36.9.10.5 A psychologist may be elected to participate as a Liaison Committee member in accordance with Article 21.9.

*36.9.10.6 A psychologist shall have the same safety provisions as do other unit members in accordance with Article 13.

*36.9.10.7 Article 11.12 shall apply to permanent psychologists.

*36.9.10.8 The District shall assign Intern psychologists only with the approval of the intended supervising unit member.

*36.11 Resource Specialists

*36.11.1 An itinerant resource specialist assignment shall be limited to four (4) sites and a caseload of 21 students. No unit member may be reassigned to an itinerant resource specialist position without the unit member's agreement. There shall be no more than three (3) itinerant resource specialists in the District.

*36.11.2 A resource specialist shall not be assigned to a regular classroom as a substitute as per California Education Code Section 56362 (d): Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

*36.11.3 A resource specialist, with the exception of an itinerant resource specialist, shall not be assigned to more than two (2) work sites. A resource specialist shall receive preparation time equivalent and prorated to time received by a general education unit member at the same site. Further, a resource specialists shall be assigned non-instructional time (testing period) equivalent to one-sixth (1/6) the instructional day per day to perform the duties and responsibilities required by law. Such time shall be arranged during the week with mutual agreement of the site administrator.

*36.11.3.1 A resource specialist who teaches at two (2) sites [up to four (4) sites in the case of an itinerant resource specialist] will be assigned pro-rated meeting time, in-service, preparation time, instructional time, testing time and extra duty time with resource specialist assigned to a single site. Time to travel between sites and a duty-free lunch will be included within the regular work day.

*36.12 Speech and Language Pathologists

*36.12.1 Assignments

*36.12.1.1 Each pathologist 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 pathologists.

*36.12.1.2 By April 1, the Director of Special Services will notify pathologists of tentative assignments. If changes are made after that date, the Director will notify the pathologist of the change and afford the pathologist the opportunity to discuss the change and alternatives to the change. The unit member may appeal to the Assistant Superintendent for Human Resources.

*36.12.1.3 The District shall determine Assignments yearly based on student needs and pathologist preferences.

*36.12.1.4 If changes are made to a pathologist's assignment after the start of the school year, that change will be based only on student need or the need to balance workload. Any change in assignment will be discussed with the pathologist before it is implemented. The change may be appealed to the Assistant Superintendent for Human Resources.

*36.12.2 Case Load

*36.12.2.1 The District shall not exceed a caseload maximum beyond California Education Code limits.

*36.12.3 Evaluations

*36.12.3.1 Evaluations shall be conducted in accordance with Article 10.

*36.12.4 Hours

*36.12.4.1 Pathologists are paid on the teacher's salary schedule and work a similar day.

*36.12.4.2 A pathologist who is required to participate in IEP meetings, or to attend IEP or SST meetings, shall also be responsible for attending District meetings.

*36.12.4.3 The special nature of the multiple school assignments of pathologists shall be taken into consideration when scheduling IEP and/or SST meetings.

*36.12.4.4 The District shall not require a pathologist to perform Adjunct Duty.

*36.12.5 Salary

*36.12.5.1 Pathologists shall be paid in accordance with Schedule A1.

*36.12.5.2 The District shall compensate pathologists the hourly rate for extra duty pathologist work, including extended school year. The hourly rate for pathologists shall be identified in Appendix A1.

*36.12.6 Work Year

*36.12.6.1 The 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 pathologist and District Director administrator.

*36.12.7 Working Conditions

*36.12.7.1 Working conditions shall be in accordance with Article 11.

*36.12.7.2 A pathologist may be elected to participate as a Liaison Committee member in accordance with Article 21.9.

*36.12.7.3 Article 11.12 shall apply to permanent pathologists.

*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, unit member 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.

*36.14 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.

*36.15 Special Education Meetings/Communications

*36.15.1 Special Education staff development, meetings, or activities scheduled by the Department of Special Services shall not occur on Thursdays during the student instructional year.

*36.15.2 The District shall make every effort to provide unit members with a list of all required special education job-alike meetings prior to the start of the school year.

*36.15.3 The District will provide unit members with phone numbers of Special Service Department clerical, itinerant, and administrative staff within ten (10) days of the beginning of the school year.

*36.15.4 The Special Services Department will make every effort to issue communications to unit members through a single source.

*36.15.5 Special Education In-service: All special education in-service education meetings for unit members shall occur with teachers having a minimum instructional day or full-release day.

*36.16 Surplus and Reassignment

36.16.1 Surplus and Reassignment of special education unit members shall follow the same procedures as for other unit members, as specified in Article 9.

*36.17 Working Conditions

*36.17.1 The Special Services Department shall, by October 15 of each school year, notify special education unit members of the District-allocated amount of money allocated for supplies and equipment, and the procedures to follow in expending such funds.

*36.17.2 Any unit members responsible for implementing a student's IEP shall have the right to be involved in the development of the IEP when appropriate.

*36.17.3 Under the direction of District administration, RS, SDC, and DIS unit members shall provide appropriate general and special education unit members with necessary information regarding IWEN's in their classes/caseloads, consistent with applicable laws regarding privacy of student records.

*36.17.4 Paraeducators

- *36.17.4.1 Paraeducators assignments shall be allocated on an equitable basis within grade levels, programs, and educational needs.
- *36.17.4.2 Special Education unit members provide leadership and direction to paraeducators in matters related to the classroom and student instruction, insofar as such direction is not in conflict with that of the principal, program administrator, and the paraeducators' contract.
- *36.17.4.3 A unit member shall be involved in the selection of any paraeducator 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 agreements with other units, the California Education Code, or rules of the Personnel Commission. Whenever a paraeducator is absent, every effort will be made to provide a substitute from the first day of absence. A substitute shall be provided by the third day except when there are no paraeducator on the substitute list or when paraeducators on the list are not available.
 - *36.17.4.3.1 A Special Education unit member in a Special Education program shall be released for one-half (1/2) day to provide in-service training to each newly assigned long-term substitute, probationary or permanent paraeducator during the paraeducator's first week of service as a paraeducator with the unit member. Such in-service shall be structured avoid interrupting the continuity of service to students.
- *36.17.4.4 Paraprofessionals are evaluated by the site administrator with input from the special education unit member with whom the paraprofessional works, unless it conflicts with other contractual obligations of the District.

*36.17.5 Workspace

- *36.17.5.1 SDC unit members shall not concurrently share workspace or rove between rooms during the day whenever possible.
- *36.17.5.2 The District shall provide RS and SDC unit members sufficient classroom space, student desks, tables, specialized equipment and facilities to serve the needs of the students.
- *36.17.5.3 The District shall provide DIS unit members with a workspace conducive to conducting confidential matters.

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: COUNSELORS**

- *38.1 Counselors are covered by all Articles except: Article 7: Hours, Article 12: Class Size, Article 18: Shared Classroom Assignment, Article 20: Adult School, Article 31: Peer Assistance and Review/Beginning Teacher Support and Assessment/Intern Mentor Teachers, Article 36: Special Education, Article 39: Preschool Teachers, and Article 40: Nurses.
- 38.2 For the terms and conditions not covered by the foregoing, the following shall apply:
- *38.3 Counselor Department Chair
- A committee comprised of a counselor from each attendance area shall meet as needed with the District-level administrator to resolve issues.
- *38.3.1 Within ten (10) work days at the start of school, counselors in each attendance area and the alternative program shall elect, by secret ballot, a counselor to serve as a Counselor Department Chair for each Attendance Area.
- *38.3.2 The Department Chair shall represent counselor concerns to the District administrator and attempt to resolve concerns as informally and expeditiously as possible.
- *38.3.3 A Counselor Department Chair position shall be assigned to each attendance area beginning the second semester of the 2007-08 school year. The counselor department chair shall receive an annual 6% stipend for the secondary counselor department chair activities, prorated for working less than a full year in this role. For the 2007-08 school year only, the stipend shall be ½ of 6%. Article 38 of the current Agreement shall be modified to include the Counselor Department Chair assignment and stipend. The selection process for the Counselor Department Chair shall align with the language in Article 32.1 of the current Agreement with a modification for the number of principals involved in the selection process.
- *38.4 Evaluations
- *38.4.1 Evaluations shall be conducted according to the provisions of Article 10.
- *38.5 Hours
- *38.5.1 The counselor workday shall be seven (7) hours exclusive of lunch. A counselor shall schedule beginning and ending times by mutual agreement with site supervisors. Flexible schedules shall be made by mutual agreement with the supervisor.
- *38.5.2 A counselor shall be responsible for attending faculty, IEP, and SST meetings.
- *38.5.3 A counselor shall not be required to perform Adjunct Duty, due to the nature of the assignments, but may be required to assist with campus conflict resolution either before, after, or during school hours. A

counselor may be assigned a different lunch period than students in order to perform counseling duties during the student lunch break.

*38.6 Positions

- *38.6.1 The number of positions shall be equitable according to student enrollment, at-risk needs, and current legislation. There shall be additional positions to serve students in alternative programs.
- *38.6.2 The District will maintain no fewer than the eleven (11) counseling positions reinstated with the 1996-97 Equalization funding.

*38.7 Salary

- *38.7.1 A counselor shall be paid in accordance with the Counselors Salary Schedule in Appendix A2.
- *38.7.2 The hourly rate of pay as identified on the Counselors Salary Schedule shall be paid for extra duty counselor work, including extended school year.

*38.8 Shared Assignment

- *38.8.1 Two (2) Probationary or Permanent counselors may split a full-time 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 by two (2) unit members.
- *38.8.2 Shared assignments shall be implemented in accordance with Article 18.

*38.9 Substitutes

The District may hire substitutes for counselors. The counselor substitute rate shall be 25% above the teacher substitute rate. The long-term (more than five (5) consecutive school days) rate will be 25% higher than the day-to-day rate. A substitute 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 a substitute counselor shall be the same work day as the regular unit member. The District will use counselor substitutes as one source from which to hire new counselors.

Removal from the substitute list for counselors shall be as defined in Article 19.11.

*38.10. Supplemental/Remedial Instructional Programs

- *38.10.1 The hiring process shall be in accordance with Article 34.
- *38.10.2 When a counselor is hired to serve in a supplemental and/or remedial program, including extended school year programs, the job duties and responsibilities shall be the same as those for the regular school year.

- *38.11 Transfers
 - *38.11.1 Transfer procedures shall be in accordance with Article 9.
 - *38.11.2 All counselors who are properly credentialed for the position, and who request a transfer shall be interviewed by the appropriate administrator.
- *38.12 Vacancies
 - *38.12.1 Prior to filling a new or vacant position, the District shall post a notification of the opening and shall give counselors an opportunity to apply for the vacancy.
 - *38.12.2 A counselor employed for less than full-time shall be allowed to apply for vacancies any time in the year that would permit increasing the counselor's proportion of full-time; such person will have priority over new hires.
 - *38.12.3 A part-time counselor who applies to fill a vacancy which occurs during the school year shall be given an interview and considered a viable candidate. The assignment is temporary and the counselor must reapply when the position is reposted in the spring.
- *38.13 Work Year
 - *38.13.1 The work year shall be 187 days, with the non-school days scheduled within five (5) workdays of the start or end of school, or otherwise by mutual agreement between the counselor and site administrator.
- *38.14 Working Conditions
 - *38.14.1 Working conditions shall be in accordance with Article 11.
 - *38.14.2 Each counselor shall have a confidential work space with a phone, a computer with internet access and a printer, and a locking file cabinet in order to perform duties.
 - *38.14.2.1 A counselor shall not be assigned to supervise a Responsibility Center.
 - *38.14.3 A counselor whose work location is changed at any time will have the physical move of materials and records accomplished by appropriate District staff.
 - *38.14.4 The District shall not assign a counselor duties as an administrator or administrative designee without the counselor's consent.
 - *38.14.5 A counselor shall not be required to prepare the Master Schedule.
 - *38.14.6 A counselor may be elected to participate as a Liaison Committee member in accordance with Article 21.9.

- *38.14.7 Article 11.12 shall apply to permanent counselors employed as of the 2000-2001 school year.
- *38.14.8 The District shall assign an intern counselor only with the approval of the intended supervising unit member.

ARTICLE 39: PRESCHOOL

The following Articles shall apply to the preschool teachers:

- *39.1 State Preschool Teachers and Preschool Enrichment Program Teachers are covered by all Articles except: Article 8: Leaves, Article 9: Transfers, Article 11: Working Conditions, Article 12: Class Size, Article 16: Temporary Unit Members, Article 17: Part-Time Employment/Full Time Retirement Credit, Article 18: Shared Classroom Assignment, Article 19: Substitutes, Article 20: Adult School, Article 21: General, Article 22: School Calendar, Article 23: Fringe Benefits, Article 24: Salaries, Article 31: Peer Assistance and Review/Beginning Teacher Support and Assessment/Intern Mentor Teachers, Article 32: Department Chairperson, Article 34: Supplemental Remedial Instructional Programs, Article 38: Counselors, and Article 40, Nurses.

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

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

*39.2 Hours

- *39.2.1 The Preschool teacher's work day shall be four (4) hours. The Preschool teacher teaches one three-hour session. Prior to and 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 time, to include meeting with colleagues, conferencing with aides/supervisors and preparing reports. The cumulative sixty (60) minutes of non-instructional time shall be distributed to reflect thirty (30) minutes before and thirty (30) minutes after the instructional session unless changed through mutual agreement between the teacher and the administrator. Time will be distributed so the total workday for a teacher teaching one session is not to exceed four (4) hours exclusive of lunch.

If a Preschool teacher 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.

- *39.2.2 Preschool teachers are required to attend an additional two-hour staff meeting per month for nine (9) months. Staff meeting time shall be limited to two (2) hours after school. Staff meetings shall be compensated at the preschool teacher extra duty hourly rate.
- *39.2.3 Extra duty will be authorized by the manager in advance and will be paid at the Preschool teacher extra duty 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 teachers the previous spring.

When a Preschool teacher volunteers to substitute in another preschool class, the teacher shall be paid at the per diem rate. If the Preschool teacher substitutes for more than two (2) hours of the four-hour work day, the pay shall be for a full work day. When a teacher teaches two (2) full sessions, the pay shall be at the hourly per diem rate.

*39.3 Salary Schedule

*39.3.1 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 unit member schedules.

*39.4 Work Year

*39.4.1 The work year for State Preschool, and Preschool Enrichment Program (PEP) teacher shall be 182 days, to align with the negotiated calendar as much as possible, including two (2) work days (one (1) at the beginning and one (1) at the end of the year), four (4) parent conference days, and one (1) staff development day. Any modification of the work year shall be negotiated between the District and the Association.

*39.5 Working Conditions

*39.5.1 The District shall fully indemnify Preschool teachers.

*39.5.2 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, an individual teacher may be released from an after-school or before-school meeting, conference, or other school business, provided that they notify their immediate supervisor in advance of the special election.

*39.5.3 The District shall reimburse teachers for damage to personal property in accordance with reimbursements for other unit members (Article 11.11).

*39.5.4 Every Preschool teacher will be given adequate space to store necessary supplies and a private desk and work area to prepare for their work.

*39.5.5 If a Preschool teacher has a concern regarding the adequacy or cleanliness of the working space, the classroom, or the restrooms provided, the 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 teacher.

*39.5.6 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.

*39.5.7 A Preschool teacher 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.

*39.5.8 A teacher in whose classes special education students are placed may be provided with in-service assistance upon request. The specific assistance shall be by mutual agreement of the teacher and the administrator.

*39.5.9 The District shall ensure that each teacher has a key to his/her classroom, workroom, and the restroom.

*39.6 Class Size

*39.6.1 The State Preschool class size maximum will be as specified on the State Child Development Staff/Child Ratio (California Education Code 8288). The current ratios are:

1:24 teacher/child ratio

1:8 adult/child ratio

*39.6.2 The Preschool Enrichment Program ratio is specified by Title 22 regulations of the Department of Social Services. The current ratio is:

1:12 teacher/child ratio

*39.6.3 These ratios shall be modified by legislative changes in preschool class size ratios.

*39.7 Assignment, Transfers and Reassignment

*39.7.1 A Preschool teacher shall submit in writing by March 1 preferences for work assignments for the following year to the program administrator. These preferences must be considered before assigning preschool teachers.

*39.7.2 In April, the supervisor will give the Preschool teacher the 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 teacher may appeal to the Assistant Superintendent for Human Resources.

*39.7.3 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.

*39.7.4 Vacancies that occur within the District shall be posted during the school year. The Association shall receive copies of all postings.

*39.7.5 A Preschool teacher who is properly credentialed for the position, and who requests such, shall be interviewed by the program administrator.

- *39.7.9 If a reduction is necessary in the Preschool program, that reduction is accomplished as follows:
 - *39.7.9.1 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 teacher, except as provided in this agreement (e.g. teachers on leave, etc.).
 - *39.7.9.2 In order to avoid surplusing any Preschool teacher, the District may create or reconfigure positions within the preschool program for excess FTE after discussing the possible assignments/positions with each affected teacher, and giving consideration to the teacher's preference for assignments and the teacher's input. The timelines in Article 39.8.2 shall be observed.
 - *39.7.9.3 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.
 - *39.7.9.4 If surplusing is unavoidable in the preschool program, and no K-12 credentialed teacher(s) volunteer(s) to go onto the unassigned list for K-12 positions, the District shall surplus teachers in the following manner:
 - *39.7.9.4.1 The least senior teacher(s) in the preschool program shall be surplusd unless they are the only teacher available in the preschool programs certified and qualified to teach a specific class(es) included in the programs.
 - *39.7.9.4.2 Least senior teacher refers to the teacher with the highest seniority number within the preschool programs, as described in Article 39.8.9.8 of this agreement.
 - *39.7.9.5 A Preschool teacher 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 the teacher was reassigned, provided a request for such transfer is made within one (1) year from the date of reassignment or surplusd.
 - *39.7.9.6 A Preschool teacher who is surplusd because of program reduction according to the above procedures, and who is not credentialed for K-12 but who is enrolled in a credential program and who qualifies for an intern program or a credential waiver, will be provided assistance in obtaining intern positions or credential waivers.
 - *39.7.9.7 A Preschool teacher who is surplusd because of program reduction according to the above procedures, and who is not

eligible for waivers or intern programs, is subject to the provisions of California Education Code Section 8366.

*39.7.9.8 Seniority within the preschool programs shall be based on service in the preschool programs. Teachers 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 teachers by March 1 of each year.

*39.8 Evaluation

Evaluation shall be in accordance with Article 10.

*39.9 Health and Welfare Benefits

*39.9.1 A Preschool teacher shall be able to participate in the District's 125 plan to purchase health and welfare benefits through the plans offered by the District.

*39.9.2 A Preschool teacher shall be covered by the same Long Term Disability plan as other bargaining unit members.

*39.9.3 A full-time Preschool teacher shall participate in one of the District's dental plans.

*39.9.4 A Preschool teacher may qualify on a case-by-case basis to participate in early retirement benefits per Article 23.7.

*39.10 Leaves

All provisions shall be in accordance with Article 8 except Articles 8.8, 8.9, and 8.10. Article 8.1.4 applies to Preschool teachers if the approved leave falls within the teacher's temporary contractual period.

*39.11 Temporary Contracts

The State Preschool and the Enrichment Program teachers will be employed as temporary employees because the programs are funded out of categorical funds or parent fees.

*39.12 The Fremont State 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, the Association and the District's Preschool Administrator 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 all Articles except: Article 7: Hours, Article 9: Transfers, Article 20: Adult School, Article 31: BTSA, Article 32: Department Chairperson, Article 38: Counselors, Article 39: Preschool Teachers.

In addition, the following provisions apply.

*40.2 Assignments

*40.2.1 Nursing duties are equitably assigned for school nurses by the Director of Pupil Services after collaboration with the nurses.

*40.2.1.1 School nurses work as a team under the Director of Pupil Services who will coordinate with the nurses to organize their work assignments to best meet the needs of all students.

*40.2.2 A nurse sometimes works 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.

*40.2.3 A nurse is a service provider and trainer with specialized skills who assists all District personnel with health-related issues.

*40.2.4 A nurse, in addition to regular duties, also responds to calls regarding urgent situations regarding the health of all students.

*40.3 Evaluation

A school nurse is evaluated by a site administrator according to the provisions in Article 10.

*40.4 Extended School Year

When nurses are needed for the Extended School Year, the selection process shall be in accordance with Article 34.

*40.5 Hours

*40.5.1 Nurses work a 187-day work year. A nurse has 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 between the nurse and the Director of Pupil Services. Compensatory days must be scheduled within the current school year.

- *40.5.1.1 The nurse work year shall include all District and legal holidays.
- *40.5.2 Nurses are paid on the teachers' salary schedule (Appendix A1) and works a similar day.
 - *40.5.2.1 A nurse may work a flexible day to provide services and complete duties efficiently. A nurse does not have a specific preparation time. A nurse is responsible for developing an individual daily schedule. Such schedules shall provide adequate time for preparation, break time, and duty free lunch. The Director of Pupil Services shall approve the schedule.
 - *40.5.2.2 A nurse attends nurses' meetings. A nurse is not required to attend site-level staff meetings, Back-to-School Night, or Open House.
 - *40.5.2.3 A nurse does not supervise students in a classroom or perform yard or bus duty before, during or after school.
 - *40.5.2.4 A nurse is not assigned to one specific school site and is not required to perform Additional Required Time (40-hour duty) as defined in Article 7.3.
 - *40.5.2.5 Additional days or hours approved by the District.
 - *40.5.2.5.1 A nurse who works additional days or hours shall be compensated at the hourly rate of pay unless otherwise authorized by Human Resources.
 - *40.5.2.5.2 A nurse who assumes extra services due to unfilled positions shall be compensated at the individual nurse's per diem rate of pay.
- *40.6 Substitutes

The District shall provide a needed substitute nurse, if available.
- *40.7 Working Conditions

A site principal shall provide a nurse with adequate workspace, including 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 The principal shall provide a school nurse with a private workspace with a phone, locking file cabinet, and printer access.
 - *40.7.2 The District shall provide a school nurse with an updated laptop computer for the purpose of fulfilling job responsibilities.

- *40.7.3 Files, equipment, and health education materials which are shared among the nurses shall be stored at the District office.
- *40.8 A nurse responsible for the implementation of a student's IEP, Individualized Student Health Plan (ISHP), or 504 plan shall have the right to be involved in the development of the plan.
- *40.9 The District shall maintain ten (10) nursing positions, inclusive of general education and Specialized Physical Health Care positions. Article 11.12 applies to nurses.
- *40.10 Specialized physical health care procedures shall be in accordance with Article 13.11.

**Appendix A1
FREMONT UNIFIED SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULE**

Effective 7/1/07 (06/07 x 4.55%)

STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$54,866.00	\$56,741.00	\$58,617.00	\$60,496.00
2	\$56,741.00	\$58,617.00	\$60,496.00	\$62,374.00
3	\$58,617.00	\$60,496.00	\$62,374.00	\$64,251.00
4	\$60,496.00	\$62,374.00	\$64,251.00	\$66,127.00
5	\$62,374.00	\$64,251.00	\$66,127.00	\$68,008.00
6	\$64,251.00	\$66,127.00	\$68,008.00	\$69,886.00
7	\$66,127.00	\$68,008.00	\$69,886.00	\$71,761.00
8	\$68,008.00	\$69,886.00	\$71,761.00	\$73,641.00
9	\$69,886.00	\$71,761.00	\$73,641.00	\$75,516.00
10	\$71,761.00	\$73,641.00	\$75,516.00	\$77,396.00
11	\$73,641.00	\$75,516.00	\$77,396.00	\$79,273.00
12		\$77,396.00	\$79,273.00	\$81,149.00
13			\$81,149.00	\$83,026.00
14				\$84,902.00
15				\$84,902.00
16				\$86,781.00
17	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)			\$86,781.00
18				\$88,660.00
19				\$88,660.00
20				\$90,536.00
21				\$90,536.00
22				\$92,415.00
23				\$92,415.00
24				\$94,293.00
25				\$94,293.00
26				\$96,168.00
27				\$96,168.00
28				\$98,048.00
29				\$99,925.00

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

Hourly - \$39.10 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

Rates shown on this schedule are not necessarily the exact figures contained in the automated payroll system due to rounding. Rates shown are for general information, not for precise pay purposes.

**Appendix A2
FREMONT UNIFIED SCHOOL DISTRICT
COUNSELORS' SALARY SCHEDULE**

Effective 7/1/07 (06/07 x 4.55%)

STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$58,602.00	\$60,635.00	\$62,671.00	\$64,704.00
2	\$60,635.00	\$62,671.00	\$64,704.00	\$66,742.00
3	\$62,671.00	\$64,704.00	\$66,742.00	\$68,775.00
4	\$64,704.00	\$66,742.00	\$68,775.00	\$70,808.00
5	\$66,742.00	\$68,775.00	\$70,808.00	\$72,844.00
6	\$68,775.00	\$70,808.00	\$72,844.00	\$74,877.00
7	\$70,808.00	\$72,844.00	\$74,877.00	\$76,915.00
8	\$72,844.00	\$74,877.00	\$76,915.00	\$78,950.00
9	\$74,877.00	\$76,915.00	\$78,950.00	\$80,982.00
10	\$76,915.00	\$78,950.00	\$80,982.00	\$83,017.00
11	\$78,950.00	\$80,982.00	\$83,017.00	\$85,048.00
12		\$83,017.00	\$85,048.00	\$87,086.00
13			\$87,086.00	\$89,119.00
14				\$91,153.00
15				\$91,153.00
16				\$93,190.00
17	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)			\$93,190.00
18				\$95,224.00
19				\$95,224.00
20				\$97,253.00
21				\$97,253.00
22				\$99,295.00
23				\$99,295.00
24				\$101,326.00
25				\$101,326.00
26				\$103,364.00
27				\$103,364.00
28				\$105,395.00
29				\$107,432.00

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

Hourly Rate: \$56.81

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 7/1/07 (06/07 x 4.55%)

STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$68,177.00	\$70,593.00	\$73,014.00	\$75,429.00
2	\$70,593.00	\$73,014.00	\$75,429.00	\$77,850.00
3	\$73,014.00	\$75,429.00	\$77,850.00	\$80,264.00
4	\$75,429.00	\$77,850.00	\$80,264.00	\$82,681.00
5	\$77,850.00	\$80,264.00	\$82,681.00	\$85,100.00
6	\$80,264.00	\$82,681.00	\$85,100.00	\$87,519.00
7	\$82,681.00	\$85,100.00	\$87,519.00	\$89,940.00
8	\$85,100.00	\$87,519.00	\$89,940.00	\$92,354.00
9	\$87,519.00	\$89,940.00	\$92,354.00	\$94,773.00
10	\$89,940.00	\$92,354.00	\$94,773.00	\$97,190.00
11	\$92,354.00	\$94,773.00	\$97,190.00	\$99,606.00
12		\$97,190.00	\$99,606.00	\$102,025.00
13			\$102,025.00	\$104,442.00
14				\$106,858.00
15				\$106,858.00
16				\$109,279.00
17	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)			\$109,279.00
18				\$111,694.00
19				\$111,694.00
20				\$114,113.00
21				\$114,113.00
22				\$116,575.00
23				\$116,575.00
24				\$118,950.00
25				\$118,950.00
26				\$121,363.00
27				\$121,363.00
28				\$123,784.00
29				\$126,202.00

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

Rates shown on this schedule are not necessarily the exact figures contained in the automated payroll system due to rounding. Rates shown are for general information, not for precise pay purposes.

**Appendix A4
FREMONT UNIFIED SCHOOL DISTRICT
PSYCHOLOGISTS' SALARY SCHEDULE**

Effective 7/1/07 (06/07 x 4.55%)

STEP	C	D	E	F
Yrs. Exp.	BA	BA + 45	BA + 60	BA + 75
1	\$61,350.00	\$63,496.00	\$65,641.00	\$67,784.00
2	\$63,496.00	\$65,641.00	\$67,784.00	\$69,928.00
3	\$65,641.00	\$67,784.00	\$69,928.00	\$72,075.00
4	\$67,784.00	\$69,928.00	\$72,075.00	\$74,220.00
5	\$69,928.00	\$72,075.00	\$74,220.00	\$76,364.00
6	\$72,075.00	\$74,220.00	\$76,364.00	\$78,511.00
7	\$74,220.00	\$76,364.00	\$78,511.00	\$80,652.00
8	\$76,364.00	\$78,511.00	\$80,652.00	\$82,798.00
9	\$78,511.00	\$80,652.00	\$82,798.00	\$84,943.00
10	\$80,652.00	\$82,798.00	\$84,943.00	\$87,089.00
11	\$82,798.00	\$84,943.00	\$87,089.00	\$89,232.00
12		\$87,089.00	\$89,232.00	\$91,375.00
13			\$91,375.00	\$93,519.00
14				\$95,664.00
15				\$95,664.00
16				\$97,811.00
17	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)			\$97,811.00
18				\$99,953.00
19				\$99,953.00
20				\$102,098.00
21				\$102,098.00
22				\$104,243.00
23				\$104,243.00
24				\$106,387.00
25				\$106,387.00
26				\$108,532.00
27				\$108,532.00
28				\$110,678.00
29				\$112,821.00

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

Rates shown on this schedule are not necessarily the exact figures contained in the automated payroll system due to rounding. Rates shown are for general information, not for precise pay purposes.

Appendix B
FREMONT UNIFIED SCHOOL DISTRICT
2007-2008 ADULT SCHOOL SALARY SCHEDULE
Effective 7/1/07 (06/07 x 4.55%)*

<u>STEP</u>	<u>HOURS</u>	<u>COLUMN A</u> (Less than 13 hrs/wk)	<u>COLUMN B</u> (13 - 29.999 hrs/wk)	<u>COLUMN C</u> (30 hrs/wk + over)
1	0 - 1200	\$39.40	\$41.36	\$43.43
2	1201 - 2400	\$41.36	\$43.43	\$45.69
3	2401 - 13,999	\$43.43	\$45.69	\$48.09
4	14,000-15,999	\$45.69	\$48.09	\$50.64
5	16,000+	\$48.09	\$50.64	\$52.89

ADULT SCHOOL SALARY SCHEDULE WITH 5.8% FRINGE

1	0 - 1200	\$41.68	\$43.78	\$45.95
2	1201 - 2400	\$43.78	\$45.95	\$48.33
3	2401 - 13,999	\$45.95	\$48.33	\$50.87
4	14,000 - 15,999	\$48.33	\$50.87	\$53.58
5	16,000+	\$50.87	\$53.58	\$55.97

*Rates shown on this schedule are not necessarily the exact figure contained in the automated payroll system due to rounding. Rates shown are for general information, not for precise pay purposes.

Appendix C
FREMONT UNIFIED SCHOOL DISTRICT
PRESCHOOL TEACHER SALARY SCHEDULE*
Effective 7/1/07 (06/07 x 4.55%)*

PER DIEM HOURLY	\$39.51
PER DIEM DAILY	\$158.04
ANNUAL	\$28,763.28
EXTRA DUTY HOURLY	\$29.61

*PER DIEM HOURLY X 4 HRS = PER DIEM DAILY

*PER DIEM DAILY X 182 DAYS = ANNUAL SALARY

*Rates shown on this schedule are not necessarily the exact figures contained in the automated payroll system due to rounding. Rates shown are for general information, not for precise pay purposes.

Appendix D

**FREMONT UNIFIED SCHOOL DISTRICT
SUBSTITUTE TEACHER SALARY SCHEDULE
EFFECTIVE 7/1/07 (06/07 x 4.55%)***

DAY-TO-DAY SUBSTITUTE TEACHER RATE	\$149.95/DAY
LONG TERM SUBSTITUTE TEACHER RATE	\$191.39/DAY
OPEN/CLOSE SUBSTITUTE TEACHER RATE	\$191.39/DAY
EMERGENCY SUBSTITUTE TEAM RATE	\$191.39/DAY

CUMULATIVE INCENTIVE PAY SCHEDULE:

<u>A</u>	<u>B</u>	<u>C</u>
.5 - 60 DAYS	60.5 - 120 DAYS	120.5 + DAYS
\$149.95	\$157.45	\$172.44

*Rates shown on this schedule are not necessarily the exact figures contained in the automated payroll system due to rounding. Rates shown are for general information, not for precise pay purposes.

**Appendix E
Extra Duty Compensation
Effective 7/1/07 (06/07 x 4.55%)***

	Column A	Column A	Column B	Column B	Column C	Column C
			COACHING			
VARSITY	Pay	Head Pay	Pay	Head Pay	Pay	Head Pay
Football (2)	2,567	2,848	2,911	3,233	3,056	3,463
Cross Country (1)		1,967		2,230		2,343
Wrestling (1)		2,680		3,039		3,254
Soccer (2)		2,396		2,716		2,840
Basketball (2)		2,848		3,234		3,463
Baseball (1)		2,848		3,234		3,463
Softball (1)		2,848		3,234		3,463
Track (3)	2,396	2,680	2,716	3,039	2,850	3,254
Tennis (2)		1,967		2,230		2,343
Badminton (1)		1,967		2,230		2,343
Volleyball (2)		2,653		3,010		3,221
Swimming (2)		2,680		3,039		3,254
Water Polo (2)		2,371		2,689		2,823
Golf (2)		1,162		1,393		1,626
Gymnastics	2,394	2,680	2,716	3,039	2,850	3,254
JUNIOR VARSITY						
Football (1)	2,567		2,911		3,056	
Basketball (2)	2,567		2,911		3,056	
Baseball (1)	2,541		2,880		3,028	
Softball (1)	2,541		2,880		3,028	
Soccer (2)	1,947		2,209		2,319	
Volleyball (2)	1,947		2,209		2,319	
FROSH *						
Football (2)	1,947		2,209		2,319	
JUNIOR HIGH						
League Sport	938		1,001		1,053	
HIGH SCHOOL						
Year Book	1,877		2,007		2,108	
Newspaper	1,877		2,007		2,108	
Drama	1,877		2,007		2,108	
Music-Instrumental	1,877		2,007		2,108	
Music-Vocal	1,877		2,007		2,108	
Interscholastic						
Debate/Spirit Group	1,877		2,007		2,108	
JR HIGH SCHOOL						
Yearbook	626		669		703	
Newspaper	626		669		703	
Drama	626		669		703	
Music	626		669		703	
Spirit Group	626		669		703	
ELEMENTARY						
Drama	313		336		352	
Music	313		336		352	
Athletic Director Stipend					6,856	
Activity Director Stipend					6,856	
Bilingual Stipend					1,238	

*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 2007 - 2008

- School Not In Session
- ◊ Teacher Workday
- ◻ Legal/Board Recess
- ◊*Teacher Staff Development Day
- △ CSEA, 790 Holiday – School Not in Session/FUDTA Non-Workday

July - 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				

August - 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*	

September - 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						

October - 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			

November - 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	

December - 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					

July 4 – Independence Day

FIRST REGISTER MONTH

Aug. 30 - Staff Develop Day

Aug. 31 - Staff Develop Day

Sept. 5 - Sept. 28
Days Taught – 18

Sept. 3 - Labor Day

Sept. 4 - Teacher Workday

Sept. 5 - First Day of School

SECOND REGISTER MONTH

Oct. 1 – Oct 26
Days Taught – 20

THIRD REGISTER MONTH

Oct. 29 – Nov. 23
Days Taught – 14

Nov. 2 - End of 1st Quarter
Days Taught – 43

Nov. 9 - End of 1st Trimester
Days Taught – 48

Nov. 12 - Veterans Day

Nov. 19 – Teacher Workday

Nov. 20 – Teacher Workday

Nov. 22 - Thanksgiving Day

Nov. 21-23 -Thanksgiving
Break

FOURTH REGISTER MONTH

Nov. 26 – Dec. 21
Days Taught – 20

Dec. 24 - Jan. 4 - Winter
Break

Dec. 25 - Christmas Day

January - 2008

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 - 2008

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	

March - 2008

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 - 2008

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 - 2008

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 - 2008

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

Jan. 7 – Feb. 1
Days Taught – 19

Jan. 1 -- New Year's Day

Jan. 21 - Martin Luther King Jr.

Feb. 1 -- End of 2nd Quarter
Days Taught – 48

Feb. 1 – End of 1st Semester
Days Taught – 91

SIXTH REGISTER MONTH

Feb. 4 – Feb. 29
Days Taught – 18

Feb. 4 - Start of 2nd Semester

Feb. 11 - Staff Develop Day

Feb. 18 - Presidents' Day

SEVENTH REGISTER MONTH

Mar. 3 – Mar. 28
Days Taught – 14

Mar. 7 - End of 2nd Trimester
Days Taught – 66

Mar. 21 - Good Friday
CSEA/790 Holiday
FUDTA/Non-Workday

Mar. 23 - Easter

Mar. 24-28 Spring Break

EIGHTH REGISTER MONTH

Mar. 31 – Apr. 25
Days Taught – 20

Apr. 11 - End of 3rd Quarter
Days Taught – 42

NINTH REGISTER MONTH

Apr. 28 – May 23
Days Taught – 20

TENTH REGISTER MONTH

May 26 – June 18
Days Taught – 17

May 26 - Memorial Day

June 18 - Last Day of School

June 18 –End of 3rd Trimester
Days Taught - 66

June 18 - End of 4th Quarter
Days Taught – 47

June 18 - End of 2nd Semester
Days Taught – 89

June 19 - Teacher Work Day

Total Days Taught – 180

Total Teacher Workdays -- 187

FREMONT UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2008 - 2009

- School Not In Session
- ◊ Teacher Workday
- ◻ Legal/Board Recess
- ◻* Teacher Staff Development Day
- △ CSEA, 790 Holiday – School Not in Session/FUDTA Non-Workday

July - 2008

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 - 2008

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 - 2008

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 - 2008

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 - 2008

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 - 2008

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 - Staff Develop Day
Aug. 29 - Staff Develop Day
Sept. 3 - Sept. 26
Days Taught – 18

Sept. 1 - Labor Day
Sept. 2 - Teacher Workday
Sept. 3 - First Day of School

SECOND REGISTER MONTH

Sept. 29 – Oct. 24
Days Taught – 20

THIRD REGISTER MONTH

Oct. 27 – Nov. 21
Days Taught – 19
Nov. 4 - End of 1st Quarter
Days Taught – 45
Nov. 7 - End of 1st Trimester
Days Taught – 48
Nov. 11 -- Veterans Day
Nov. 24 – Teacher Workday
Nov. 25 – Teacher Workday
Nov. 27 -- Thanksgiving Day
Nov. 26 - 28 -Thanksgiving
Break

FOURTH REGISTER MONTH

Nov. 24 – Dec. 19
Days Taught – 15
Dec. 22 - Jan. 2 - Winter
Break
Dec. 25 - Christmas Day

January - 2009

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 - 2009

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 - 2009

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 - 2009

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 - 2009

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 - 2009

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

Jan. 5 – Jan. 30
Days Taught – 19
Jan. 1 -- New Year's Day
Jan. 19 - Martin Luther King Jr.
Jan. 30 - End of 2nd Quarter
Days Taught – 46
Jan. 30 – End of 1st Semester
Days Taught – 91

SIXTH REGISTER MONTH

Feb. 2 – Feb. 27
Days Taught – 18
Feb. 2 -- Start of 2nd Semester
Feb. 9 -- Staff Develop Day
Feb. 16 - Presidents' Day

SEVENTH REGISTER MONTH

Mar. 2 – Mar. 27
Days Taught – 20
Mar. 6 -- End of 2nd Trimester
Days Taught – 66

EIGHTH REGISTER MONTH

Mar. 30 – Apr. 24
Days Taught – 14
Apr. 9 -- End of 3rd Quarter
Days Taught – 47
Apr. 10 - Good Friday
CSEA/790 Holiday
FUDTA/Non-Workday
Apr. 12 - Easter
Apr. 13 – 17 -- Spring Break

NINTH REGISTER MONTH

Apr. 27 - May 22
Days Taught – 20

TENTH REGISTER MONTH

May 25 – June 17
Days Taught – 17
May 25 - Memorial Day
June 17 - Last Day of School
June 17 - End of 3rd Trimester
Days Taught - 66
June 17 - End of 4th Quarter
Days Taught – 42
June 17 - End of 2nd Semester
Days Taught – 89
June 18 - Teacher Work Day

Total Days Taught – 180
Total Teacher Workdays --187

Appendix H
LETTERS OF AGREEMENT

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**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

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.

**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
Amanda Jones
for FUSD

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

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

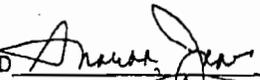
Counselors/Responsibility Centers
1996-97 Equalization Round #3 and One-Time Balance
December 2, 1997
4:20 pm

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
12/2/97

For FUSD 
For FUDTA 

SIDE LETTER OF AGREEMENT
PROTOCOLS FOR FREMONT UNIFIED SCHOOL DISTRICT

MITIGATING CONSTRUCTION DISLOCATIONS AND DISRUPTIONS

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. These provisions shall apply throughout all phases of Construction Dislocations and Disruptions.

EL Certification Mediated Settlement

Memorandum of Understanding

August 22, 2006

Fremont Unified School District and Fremont Unified District Teachers Association met with Annie Song Hill, Mediator from the California State Mediation and Conciliation Service on July 26 and August 22, 2006. The parties agreed to the following objective:

All instructional certificated staff with the exception of counselors, speech and language pathologists, and psychologists need to obtain EL certification in order to satisfy the requirements of the California Commission on Teacher Credentialing, the Williams Settlement, and the Department of Education.

The program outlined in this document will be in effect for participating unit members who complete their EL training by June 30, 2008. When the District has exhausted all of its options to either reassign a teacher to a non EL class or get a teacher qualified for an emergency EL permit, thus putting the District in non compliance of the California Commission on Teacher Credentialing, the Williams Settlement and the Department of Education, that non EL certified teacher will be placed in unpaid status. Beginning July 1, 2008, there are no provisions for financial or other assistance unless the parties mutually agree to any further terms.

- Nothing in this settlement shall be interpreted to waive or diminish the rights of individual FUDTA unit members nor the ability of the Association to represent its members.
- FUSD retains its rights under the Contract to surplus and transfer teachers based on certification as well as other rights under the collective bargaining agreement and the Education Code.
- This is a one-time settlement and is not precedent setting.
- Any new legislation related to EL Certification is not covered under this agreement. The parties agree to meet again to discuss the impact of any new legislation.

CATEGORIES

AB 2913 Participants

Persons who are qualified for and choose to pursue AB 2913 will complete training and have Verification of Completion to the FUSD by June 30, 2008. Permanent teacher employees of a public school district in California as of 1/01/99 and have taught for at least nine years are able to participate in this program.

This MOU covers all individuals who completed the AB 2913 training through Alameda County Office of Education, or any other approved County Office, from Spring 2006

through and including Spring 2008. AB 2913 is set to expire on January 1, 2008. If the bill is extended by the California legislature, the parties will meet to negotiate the impact, but there is no obligation in this MOU for the FUSD to provide additional financial assistance.

FUSD will continue to work with the Alameda County Office to provide trainers in Fremont. FUSD will also publicize other opportunities for AB 2913 in other counties as they become available.

Non AB 2913 Participants

Persons who are not qualified for AB 2913 will need to complete CTEL Certification. This is the only option for teachers who do not meet the criteria for AB 2913. (Note: There may be exceptions for those who were able to complete CLAD certification before the CTC deadline.)

- Method A: Take the CTEL exams.
- Method B: Take 12 semester units of specific EL coursework. No exam required.

Emergency Permits

1. The FUSD will obtain Emergency EL Permits for the following teachers if they are not certified by August 30, 2006:
 - All elementary prep teachers.
 - All RSP teachers.
 - All secondary PE and elective teachers.
 - Any elementary or secondary core teacher who has an EL student enrolled in his/her class.
2. For the 2006/2007 school year, any teacher who initially has no EL students enrolled in his/her class shall apply for an Emergency EL Permit should an EL student subsequently enroll in the class during the course of the school year.
3. For any teacher not certified by August 30, 2007, FUSD will obtain an Emergency EL Permit providing the teacher qualifies.

Notes Regarding Emergency Permits:

- Principals will identify the need for Emergency EL Permit and notify the teacher.
- A teacher enrolled in an AB 2913 class does not need an Emergency Permit.
- The \$55 fee for Emergency CLAD/CTEL Permit will be covered in the FUDTA/FUSD Agreement under Article 9.8.
- Teachers must submit Emergency EL permit application paperwork to Human Resources. Attached to the Emergency EL Permit application will be State guidelines regarding certification requirements.

- Emergency EL permits are available for one year and verification of participation in one of the three avenues of renewal is required:
 - A. At least six semester units of CTEL course work with a passing score during the school year
 - or
 - B. Passage of a combination of any two of the following CTEL exams # 1, 2, or 3, if these tests were not passed prior to the issuance of the current permit
 - or
 - C. Passage of three semester units of course work required for the CTEL certification and passage of one of the CTEL exams.

In order to meet this objective, the FUSD has agreed to provide financial assistance with conditions as outlined below:

Unit members who show completion of the required course work and/or passing scores on all sections of the CLAD/CTEL exam between February 8, 2006 and June 30, 2008, as verified by the FUSD Human Resources Department through the issuance of a certificate, will receive the following:

1. Reimbursement of course registration and test fees actually paid up to a maximum of \$650 (cost of 3 ACOE CTEL Prep courses and 3 CTEL tests or AB 2913).
2. Two (2) staff development days will be credited after completion is verified by Human Resources.
Sign in sheets will provide proof for ACOE 2913 participants; all others need to submit proof of attendance that occurred outside of the instructional day.
3. The \$55 fee for the Emergency EL Permit will be paid by the District as per FUDTA/FUSD Agreement, Article 9.8.
4. Teachers who purchase and complete the video training or other study programs can apply this to the two staff development days if they can provide proof of registration and documentation for the number coursework hours. Once all of the requirements have been completed, documentation needs to be submitted along with an “in lieu” form signed by the site administrator.
5. Teachers who are the taking classes will be reimbursed for the cost of the class registration fee but not for the purchase of salary advancement units.
6. Teachers can use all 45 hours of AB 2913 time or hours accrued from CTEL prep time toward 150 hour requirement for credential renewal. Teacher must be responsible for all records required by California Commission on Teacher Credentialing.
7. Teachers who do not complete the course(s) and/or pass required exams will not be reimbursed or receive staff development credit.
8. Teachers who were previously funded for coursework are not eligible for reimbursement under this agreement.

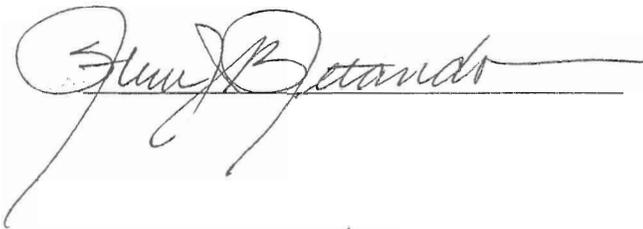
9. Those teachers who signed contracts with completion of EL Certification as a condition of employment are expected to complete certification as agreed to by their initial employment contract. Compensation under this agreement is not applicable, but credit toward staff development is applicable with use of FUSD "in lieu of" form.
10. Any special exceptions must be requested in writing to a joint FUSD/FUDTA Committee.

With this mediated settlement, FUDTA agrees to:

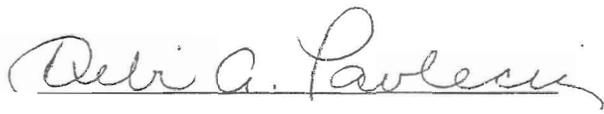
1. Withdraw its grievance dated May 24, 2006.
2. Withdraw its intent to file an Unfair Practice Charge with PERB related to this matter as it was presented before and during this mediation.

For the District:

For the Association:



Handwritten signature of Glenn Botando, representing the District.



Handwritten signature of Debi A. Pavleski, representing the Association.

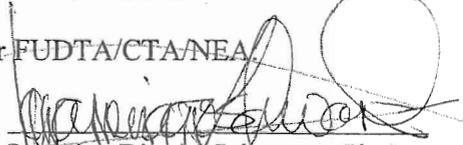
Date: 8/22/06

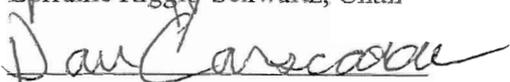
Aug 22, 2006

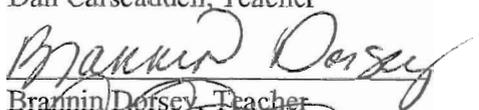
2007-2008 FUDTA/FUSD Agreement Signature Page

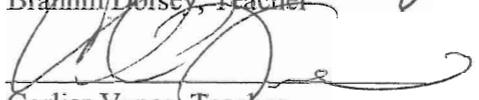
The foregoing pages constitute the entire Agreement of the parties.

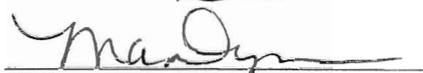
For FUDTA/CTA/NEA:


Lorraine Riggio-Schwartz, Chair


Dan Carscadden, Teacher


Brannin Dorsey, Teacher

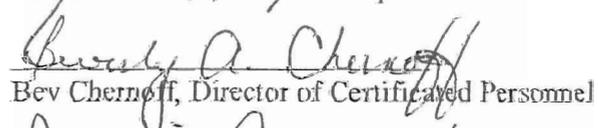

Corliss Vance, Teacher

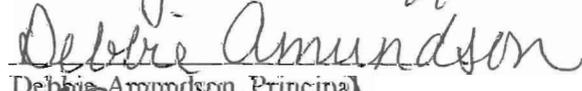

Marta Dragos, Executive Director

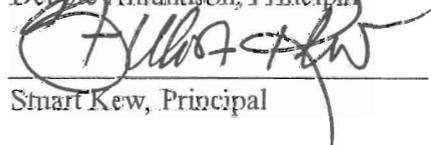

Jeff Poe, FUDTA President

For FUSD:


Steve J. Betando, Assistant Superintendent


Bev Chernoff, Director of Certificated Personnel


Debbie Amundson, Principal


Stuart Kew, Principal

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