

**AGREEMENT
BY AND BETWEEN THE

FARMERSVILLE TEACHERS
ASSOCIATION/CTA/NEA

AND THE

FARMERSVILLE UNIFIED
SCHOOL DISTRICT**

2013-2016

(2015-2016 Reopeners)

Prepared by the Kings/Tulare UniServ Unit, Inc./CTA/NEA

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ARTICLE I: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute an agreement between the Governing Board of the Farmersville Unified School District and their negotiating representatives ("District") and the Farmersville Teachers Association, an affiliate of CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to the provisions of the Educational Employees Relations Act also known as the Rodda Act ("Act"). It is recognized that other state and federal laws and legislation may also pertain to portions of this Agreement.

ARTICLE II: RECOGNITION AND SCOPE OF AGREEMENT

- 2.1 The District recognizes the Association as the exclusive representative of an appropriate unit of certificated employees for the purpose of representation of matters within the scope of the Act.
- 2.2 The classifications included within such unit are all regular certificated employees of the District, exclusive of the following:
- 2.2.1 Superintendent
 - 2.2.2 Principals
 - 2.2.3 Personnel/Curriculum/Budget Director
 - 2.2.4 Project Director
 - 2.2.5 Counselor
 - 2.2.6 Vice Principal
- 2.3 For the purposes of this Agreement, "regular certificated employees" shall mean probationary/permanent certificated employees under contract with the District and shall be deemed to exclude substitutes, intersession and summer school teachers unless they are otherwise Bargaining Unit Members, and temporary employees as defined by the California Education Code.

ARTICLE III: DEFINITIONS

- 3.1 "Bargaining Unit Member" means any employee included in the recognized bargaining unit and specifically includes those in the job titles contained in Article II.
- 3.2 "Daily Rate of Pay" means the Bargaining Unit Member's annual salary divided

- by the number of days he or she is required by the District to be present at school.
- 3.3 "Hourly Rate of Pay" means the daily rate of pay divided by the number of hours Bargaining Unit Members are required to be at the school site.
- 3.4 "Immediate Family" means the mother, father, grandmother, grandfather, or grandchild of the Bargaining Unit Member, or of the spouse of the Bargaining Unit Member and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Bargaining Unit Member or other relative(s) residing in the Bargaining Unit Member's immediate household; minors for whom the Bargaining Unit Member is acting in loco parentis. "Immediate Family" applies to leaves only.
- 3.5 "Immediate Supervisor" means the building principal or administrator having immediate jurisdiction over the Bargaining Unit Member.
- 3.6 "Day" means any day that the District Office is open for business.
- 3.7 "Seniority" shall mean the unbroken length of employment in the District.
- 3.8 "Designated Personnel" shall mean district employees with a direct responsibility for, and authority to authorize, the use and operation of district equipment or facilities.

ARTICLE IV: NEGOTIATIONS PROCEDURES

- 4.1 The parties agree to conclude the statutory "sunshining" provisions for contract negotiations by 15 Oct.
- 4.2 Negotiations shall commence at mutually agreeable times and places as quickly as possible.
- 4.3 Upon request, the Association shall be provided with District documents including but not limited to the Unaudited Actuals, the J-90 report, a current "scattergram" and other budgetary documents.

ARTICLE V: EMPLOYEE RIGHTS

The parties mutually recognize the rights of all employees covered hereby to join and participate in the activities of the Association or other employee organization(s) of their own choosing, or to have the Association represent them in their employee relations with District, or to refuse to join or participate in the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE VI: ASSOCIATION RIGHTS

- 6.1 The Association shall have the right to make use of school equipment, buildings, and facilities at all reasonable hours for Association business on the school premises. Such equipment shall include typewriters, duplication equipment, computers, and all types of audio-visual equipment. The Association shall make all requests under this section to the designated personnel and such requests shall not be denied unless they are in conflict with District use or other use under the Civic Center Act. There shall be no cost to the District in granting such use.
- 6.2 The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board designated for use by the Association in the Bargaining Unit Members' workroom. The Association may use the District's Bargaining Unit Member mailboxes for communication to Bargaining Unit Members. A copy of posted materials that are generally distributed shall be provided to the Superintendent and site administrator at the time of posting.
- 6.3 Authorized representatives of the Association shall be permitted to transact official Association business and have access to District employees on school property at reasonable times. The term "reasonable time" as used herein means employee break times, lunch, and any time before or after the student day when such an employee is not expected to be performing services on behalf of the District.
- 6.4 Representatives of the Association who wish to enter the school campus during hours in which students are present for Association business shall notify the principal's office of his/her identity and his/her status as the representative of the employee organization.
- 6.5 If the Association wishes to address the Board, a verbal and/or written request shall be submitted to the Superintendent prior to the meeting indicating the subject of its remarks.
- 6.6 Names, addresses, e-mail addresses and telephone numbers of all Bargaining Unit Members shall be provided without cost to the Association each school year, unless the individual Bargaining Unit Member requests in writing that this information not be provided to the Association.
- 6.7 The District shall provide the Association with a complete Board agenda, minutes, and non-confidential support materials for all meetings of the Board of Trustees.

- 6.8 The District understands the need to coordinate its scheduled meetings with those of the Association. One Monday per month will, therefore, be set aside after instructional time for use as an official Association meeting period. The Association agrees to notify the District in advance of the dates so that they can be placed on the District calendar. The District agrees to work its schedule around that date.

ARTICLE VII: DISTRICT RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 7.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement, and by the meet and negotiate and/or consult requirements of the Act, and then only to the extent such specific and express terms are in conformance with law.
- 7.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

ARTICLE VIII: CHECK OFF & ORGANIZATIONAL SECURITY

- 8.1 Check Off: FTA/CTA/NEA shall have the sole and exclusive right to have membership dues and service fees deducted for Bargaining Unit Members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any Bargaining Unit Member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs approved by the District. The District shall pay to the designated payee, within fifteen (15) days of the deduction, all sums so deducted.
- 8.2 Dues Deduction:
- 8.2.1 The District shall deduct in accordance with the FTA/CTA/NEA dues and service fee schedule, dues from the wages of all Bargaining Unit Members who are members of FTA/CTA/NEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.
- 8.2.2 The District shall deduct the initiation fee and dues in accordance with the dues and service fee schedule, which shall not exceed routine membership dues, from the wages of all Bargaining Unit Members who, after the date of execution of this Agreement become members of FTA/CTA/NEA and submit to the District a dues authorization form.
- 8.3 Employees in the bargaining unit who are not members of FTA/CTA/NEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall either within thirty (30) days of the date of this Agreement or their employment apply for membership or service fee and execute an authorization for dues deduction on a form provided by FTA/CTA/NEA.
- 8.4 Any Bargaining Unit Member shall have the right to terminate his/her obligation to the Association within the period of June 16-30 of any year during which this Agreement is in effect and during the thirty (30) day period immediately following expiration of this Agreement. Such termination shall be made in writing, dated and submitted to the District Business Office and to the Association Chapter Treasurer.
- 8.5 The Association agrees to furnish any information required by the District to fulfill the provisions of this Article and the District shall not be held in any

jeopardy or liability should the Association fail to provide such information.

- 8.6 To indemnify and save the District Board of Trustees and its representatives, each individual School Board member, and all administrators, hold harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency costs, or District costs of any form or amount, that may arise out of, or by reason of, action taken by the District for the purpose of complying with this Article. It is also agreed that neither any Bargaining Unit Member nor the Association shall have any claim against the employer for any deduction made or not made, as the case may be, unless a claim or error is made in writing to the employer within thirty (30) calendar days after the date such deductions were or should have been made.

- 8.7 If any employee covered by this Agreement belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee shall be deposited to one of the following:

- 8.7.1 Kiwanis Club of Farmersville
- 8.7.2 SCICON Scholarship Fund
- 8.7.3 Tulare County Special Olympics

Upon request by the Association, the District shall provide proof of such alternative contribution.

- 8.8 For a member of the bargaining unit who does not pay the Association membership dues or service fee, the District's sole responsibility and obligation shall be to notify said employee, in writing, that he/she is in violation of this Article of the Agreement.

ARTICLE IX: GRIEVANCE PROCEDURE

- 9.1 The purpose of this Article is to provide a procedure for the consideration of grievances pertaining to a contract dispute which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of the contract.
- 9.2 This grievance procedure applies only to items covered in this contract.
- 9.3 Any Bargaining Unit Member may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as

adjustment is not inconsistent with the terms of this Agreement. The public school employer shall not agree to the adjustment or resolution of a grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

- 9.4 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The employer and the exclusive representative or employee organization agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an Bargaining Unit Member's good standing, performance, or loyalty or desirability to the organization. Bargaining Unit Members, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
- 9.5 Failure by the administration to adhere to a decision deadline constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the Bargaining Unit Member to adhere to the submission deadlines shall mean that the Bargaining Unit Member is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- 9.6 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 9.7 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 9.8 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any Bargaining Unit Member required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 9.9 When a grievance has been filed by a Bargaining Unit Member, the grievant may terminate the grievance at any time by giving written notice to the public school

employer or its designee. Failure to comply with time limits, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information about the grievance shall be deemed a termination of the grievance by the Bargaining Unit Member. The public school employer may, but shall not be required to, give written notice of such termination to the Bargaining Unit Member.

9.10 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.

9.11 Definitions:

9.11.1 Grievance: a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of this Agreement.

9.11.2 Grievant: a district Bargaining Unit Member in the unit covered by this Agreement who is filing a grievance, or the Association.

9.11.3 District Employee: a full-time or part-time certificated employee receiving compensation and belonging to the Bargaining Unit Member unit and shall not include independent contractors.

9.12 Informal Resolution:

Any Bargaining Unit Member who believes he/she has a grievance shall present the grievance orally to the administrator with whom he/she has a grievance within five (5) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved Bargaining Unit Member and the immediate administrator.

9.13 Grievances will be processed in accordance with the following steps:

9.13.1 STEP 1:

If the grievance is not settled during the informal discussion and the grievant wishes to press the matter, the Bargaining Unit Member shall present the grievance in writing to the immediate administrator within two (2) days after the oral decision by the administrator. The administrator shall respond in writing within

three (3) days after the receipt of the grievance. The written information shall include:

- 9.13.1.1 A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance;
- 9.13.1.2 A listing of the provisions of this Agreement which are alleged to have been violated or misapplied;
- 9.13.1.3 A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable; and,
- 9.13.1.4 A listing of specific actions requested of the public school employer which will remedy the grievance.

9.13.2 STEP 2:

- 9.13.2.1 If the grievance is not resolved in Step 1, the grievant shall, within five (5) days after receipt of the written decision, present the grievance in writing to the superintendent's administrative designee with the immediate responsibility for the position to which the grievant is assigned.
- 9.13.2.2 Within five (5) days from the receipt of the grievance, the administrator involved shall, if so requested, meet with the grievant in an effort to resolve the grievance. The administrator shall make a written disposition of the grievance within five (5) days after such meetings and return it to the Grievant.

9.13.3 STEP 3

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the superintendent, or the superintendent's administrative designee. Within five (5) days from the receipt of the grievance, the superintendent or designee shall meet with the Bargaining Unit Member on the

grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the Grievant.

9.13.4

STEP 4:

9.13.4.1 The Association shall retain full and complete authority to determine whether or not the grievance shall be forwarded for mediation. If a grievance is not resolved in Steps 1, 2, or 3, the Association may request in writing that the grievance be referred to grievance mediation. The written request shall be filed in the Office of the Superintendent within ten (10) days after receipt of the written decision at Step 3.

9.13.4.2 The association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

9.13.4.3 The mediator, within thirty (30) days of the request shall meet with the grievant, the Association and the district for the purpose of resolving the grievance.

9.13.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.

9.13.4.5 In the event that the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator, the Association may terminate Step 4 and the Grievance may proceed to Step 5.

9.13.5

STEP 5:

9.13.5.1 The grievant may, within ten (10) days of last

mediation meeting, file a written request to the Superintendent for arbitration, provided the Association agrees. Upon receipt of the request for arbitration, the parties shall have ten (10) days in which to agree upon an arbitrator. If they fail to agree the District will request a list of five (5) arbitrators from the State Mediation and Conciliation Service. Each party shall strike two names from the list of arbitrators, in alternate order. The determination of which party shall strike first will be determined by lot.

9.13.5.2 A certified court reporter shall be used to record the arbitration hearing. The Association and District shall share equally the cost of the court reporter and the cost of obtaining a list of arbitrators from the State Mediation and Conciliation Service. The cost of a transcript shall be paid by the party ordering the transcript. If the arbitrator orders a transcript, the cost of the transcript shall be divided equally between the District and Association.

9.13.5.3 The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusion on the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the Arbitrator is empowered to include in any award such financial reimbursement or other remedies as are judged to be proper.

9.13.5.4 The decision of the Arbitrator will be submitted to the District Board of Trustees and shall constitute advisory recommendations to the Board of Trustees, which shall, at its next scheduled regular meeting,

announce its decision in the matter. A 4 to 1 vote by the Board of Trustees would be required to overturn the recommendation of the Arbitrator. Prior to such decisions, however, the Board shall entertain final summary presentations from the parties, if such opportunity is requested by either party. The decision of the Board of Trustees shall be final.

9.13.5.5 All costs for the services of the Arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

9.14 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearing shall be conducted during non-classroom hours, unless there is a mutual agreement for other arrangements.

9.15 Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.

9.16 Nothing contained herein shall deny to any Bargaining Unit Member his/her rights under state or federal constitutions and laws. No probationary Bargaining Unit Member may use the grievance procedure in any way to appeal discharge or a decision by the District not to renew his/her contract; no tenured Bargaining Unit Member shall use the grievance procedure to dispute any action by the District which is applicable to the state tenure laws. The foregoing exclusions apply only to the mechanical and/or legal processes of disciplinary action and shall not preclude utilization of this procedure in the situation where a specific provision of this Agreement is alleged to have been infringed or violated. No Bargaining Unit Member shall use the grievance procedure to appeal any decision

of the District or administration if such decision is applicable to a state or federal regulatory commission or agency.

ARTICLE X: LEAVES

10.1 The benefits provided Bargaining Unit Members are incorporated into this Agreement except as supplemented in this Article.

10.2 Sick Leave

Every Bargaining Unit Member shall be entitled to seventy-two and one half (72 ½) hours (equivalent to 10 work days) of paid sick leave each year of employment prorated for other than full-time Bargaining Unit Members.

10.2.1 Unused sick leave shall accrue from school year to school year.

10.2.2 At the beginning of each school year, every Bargaining Unit Member shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A Bargaining Unit Member may use his/her credited sick leave at any time during the school year.

10.2.3 The District may require a physician's verification of illness if a Bargaining Unit Member has been on sick leave for three (3) or more consecutive days, except in cases of a reasonable suspicion of abuse of this leave provision. The District shall reimburse the Bargaining Unit Member for expenses incurred to comply with this requirement.

10.2.4 Sick leave balance will be reflected on each month's pay stub.

10.3 Pregnancy Disability Leave

The Board shall provide for leave of absence from duty for any Bargaining Unit Member of the District who is required to be absent from duties because of pregnancy, miscarriage or childbirth. The date on which the leave shall commence and the date on which the Bargaining Unit Member shall resume duties, shall be determined by the Bargaining Unit Member and the Bargaining Unit Member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment

by the District. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions applied to other temporary disabilities.

10.4

Family Care Leave

- 10.4.1 Bargaining Unit Members who have completed one year of service, and at least 1250 hours of service during the previous one-year period for the District, have the right to request unpaid leaves of absence for up to twelve (12) workweeks within a 12-month period for the purpose of caring for a new baby, a newly-adopted baby, or a newly-placed foster child or for a child, spouse, or parent with a serious health condition, or a medical leave for the Bargaining Unit Member's own serious health condition.
- 10.4.2 There is no carry-over of unused family care leave from one 12-month period to the next 12-month period.
- 10.4.3 "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the Bargaining Unit Member when the Bargaining Unit Member was a child. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- 10.4.4 "Serious health condition" means an illness, injury, impairment, or physical or mental condition of the Bargaining Unit Member or a child, parent, or spouse of the Bargaining Unit Member which involves either:
 - 10.4.4.1 Inpatient care in a hospital, hospice, or residential health care facility, or
 - 10.4.4.2 Continuing treatment or continuing supervision by a health care provider.
- 10.4.5 "Spouse" means a partner in marriage as defined by California Statute.
- 10.4.6 If both parents of a child who are entitled to family care leave under Section 10.4.1 of this Article are employees of the District,

the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents' family care leave to total more than the amount specified in Section 10.4.1 above.

- 10.4.7 The Bargaining Unit Member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the Bargaining Unit Member must give at least thirty (30) days prior written notice.
- 10.4.8 The District may require medical verification of the serious illness of the child, spouse, or parent. The District will accept medical verification by the treating health professional.
- 10.4.9 Family care is an unpaid leave of absence. Health insurance coverage shall be maintained and paid for by the District for the duration of the leave, not to exceed twelve (12) workweeks in a 12-month period. The District may recover the premium paid for the Bargaining Unit Member during the leave if the Bargaining Unit Member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the Bargaining Unit Member to leave, or other circumstances beyond the control of the Bargaining Unit Member.
- 10.4.10 The District may require the Bargaining Unit Member to use appropriate paid sick leave during family care leave for the Bargaining Unit Member's own serious health condition.
- 10.4.11 Leave under this Section shall not constitute a break in service.
- 10.4.12 For purposes of family care leave the 12-month period shall be July 1st to June 30th.

10.5 Child Rearing Leave

- 10.5.1 Upon request, the Board may provide a Bargaining Unit Member who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her infant. Such leave shall remain in effect at least until the end of the semester following the inception

of the leave and no longer than the end of the second semester following the inception of the leave. A Bargaining Unit Member shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

10.5.2 A Bargaining Unit Member on child rearing leave shall be entitled to all benefits accorded and obligated by all duties imposed under Paragraph 10.17 of this Article, entitled "Miscellaneous".

10.5.3 A Bargaining Unit Member who is adopting a child shall be entitled to utilize leave as provided under personal necessity leave, for the purpose of caring for the needs of the adopted child.

10.6

Extended Illness Leave

After all earned sick leave days at full pay have been used and additional absence due to illness or injury is necessary, the Bargaining Unit Member shall receive the difference between his/her own salary and the amount paid or what would have been paid to his/her long-term substitute, for a total of five (5) school months (100 school days) inclusive of the earned sick leave days at full pay.

10.7

Industrial Accident and Illness Leave

Education Code is supplemented as follows:

10.7.1 A Bargaining Unit Member shall be entitled to sixty (60) days of industrial accident or illness leave per school year. A Bargaining Unit Member who exhausts such leave shall be entitled to use his/her sick leave benefits as provided in this Article. If the Bargaining Unit Member continues to receive worker's compensation while on sick leave he/she may elect to use this portion of his/her sick leave which when added to the temporary disability compensation is equal to his/her regular monthly salary.

10.7.2 The total of the Bargaining Unit Member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

10.7.3 A Bargaining Unit Member shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as he/she and his/her physician agree that there has been such a recovery.

10.7.4 An industrial accident or illness as used in this paragraph means

any injury or illness whose cause can be traced to the performance of services for the District.

10.7.5 The District's report of an industrial accident or illness shall be kept on file in the Business Office.

10.7.6 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a Bargaining Unit Member who is absent as the result of an industrial accident or illness.

10.8 Personal Necessity Leave

10.8.1 Every Bargaining Unit Member shall be entitled to use ten (10) days of his/her paid sick leave allotment during each school year in case of personal necessity. Personal necessity means any business which cannot practicably be conducted before or after the school day, or any unforeseen and uncontrollable circumstance which requires the Bargaining Unit Member to be absent. Examples of unacceptable use of personal necessity are: personal interest, non-educational conferences of Bargaining Unit Member or spouse; church retreat; club responsibilities; anniversary/wedding preparations; or vacations. A Bargaining Unit Member shall not be required to provide advance notification in order to use leave as set forth in this paragraph in those cases enumerated below:

10.8.1.1 Death or serious illness of a member of his/her immediate family.

10.8.1.2 Accident or emergency involving his/her person or property or the person or property of a member of his/her immediate family.

10.8.1.3 Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction. No leave deduction will be made for subpoenas related to school business such as: subpoenas for district students or district Bargaining Unit Member related issues.

10.8.1.4 Such other reasons as may be approved by the District.

10.8.2 All Bargaining Unit Members may use two (2) days of personal necessity leave as personal days without a reason required. Notice for such leave must be given seventy-two (72) hours prior to the absence and no more than two (2) Bargaining Unit Members per site may take this leave on the same day. These two (2) days, with no reason required, is not cumulative from year to year.

10.8.3 Bargaining Unit Members may utilize up to three (3) days of personal necessity leave without a reason being stated. Bargaining Unit Members doing so agree to reimburse the District for costs of a substitute, whether or not one is utilized, for a maximum of three days. The cost of the substitute shall include salary and administrative costs incurred by the District related to salary.

10.8.4 Attendance Incentive Account

The District shall pay on July 30 each full-time Bargaining Unit Member (which shall include music, P.E., band, classroom, etc.) with perfect attendance the amount of three hundred dollars (\$300.00) per year.

10.8.4.1 Bargaining Unit Members will not be penalized for perfect attendance if:

10.8.4.1.1 They are selected to attend an in-service and/or workshop due to a District requirement or request;

10.8.4.1.2 They are a mentor Bargaining Unit Member attending a mentor workshop or in-service;

10.8.4.1.3 The substitute is paid for by an outside District associated agency or funding resource, exclusive of the general fund 01;

They are required to serve on
or report for Jury Duty.

10.9

Catastrophic Health Leave

- 10.9.1 "Catastrophic" illness or injury means an illness or injury that is expected to incapacitate any Bargaining Unit Member for an extended period of time, or that incapacitates a member of the Bargaining Unit Member's family and that incapacity requires the Bargaining Unit Member to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the Bargaining Unit Member because he or she has exhausted all of his or her sick leave and other paid time off.
- 10.9.2 The Bargaining Unit Member who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the District for a donation of eligible leave credits and provide medical verification of the catastrophic illness or injury as required by the District. As in the case of all sick leave use, the continued use of donated eligible leave credits shall be subject to the appropriate medical verification by physicians selected by the Farmersville Unified School District. The request will be reviewed by a confidential committee comprised of the Superintendent/designee and the Association President/ designee for approval.
- 10.9.3 Any Bargaining Unit Member may transfer, on a voluntary basis, a portion of his or her accumulated leave credits up to five (5) days at a time, in daily increments, to another Bargaining Unit Member because of catastrophic or life-threatening sickness or accident. A Bargaining Unit Member may transfer credits by signing an authorization identifying the Bargaining Unit Member and the number of days of accumulated leave to be transferred to the named Bargaining Unit Member. Sick leave may not be transferred by any Bargaining Unit Member who, following transfer of the designated sick leave, will have less than fifteen (15) days of accumulated sick leave. (Education Code Section

44043.5)

- 10.9.4 "Eligible leave credits" means sick leave accrued to the donating Bargaining Unit Member.
- 10.9.5 The Bargaining Unit Member who is voluntarily contributing the leave credits shall be responsible to fill out the necessary form to initiate this action and to deliver that form to the District Personnel Office.
- 10.9.6 Any transfer of leave credits shall be irrevocable and no Bargaining Unit Member who voluntarily transfers eligible leave credit shall be entitled to have that leave reinstated even if it is not used by the recipient Bargaining Unit Member. A Bargaining Unit Member receiving transferred leave credits may only use the leave credit while the Bargaining Unit Member, or the Bargaining Unit Member's spouse or child, suffers from the immediate catastrophic or life-threatening sickness or accident that precipitated the transfer of the leave credits (e.g., if the Bargaining Unit Member dies or recovers with unused transferred leave credits outstanding, the leave credit is lost to both the giving and the receiving Bargaining Unit Member).
- 10.9.7 No Bargaining Unit Member may receive transferred leave credits from another Bargaining Unit Member unless the receiving Bargaining Unit Member has exhausted all accrued paid leave credits and differential pay.
- 10.9.8 The maximum amount of time for which donated leave credits may be used shall not exceed a period of twelve (12) consecutive months.
- 10.9.9 The maximum amount of time for which donated leave credits may be used shall not extend a Bargaining Unit Member's sick leave beyond the current fiscal school year unless otherwise approved by the District.

10.10 Bereavement Leave

Every Bargaining Unit Member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel in excess of 300 miles one-way is involved, on account of the death of any member of his/her immediate family. This leave shall

not be deducted from sick leave. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

10.11 Jury Leave and Court Appearance

10.11.1 A Bargaining Unit Member shall be entitled to as many days of paid leave as are necessary for jury duty or to appear in court in regard to District litigation.

10.11.2 The Bargaining Unit Member shall inform his/her immediate supervisor of a summons for jury duty in sufficient time for a substitute to be employed.

10.11.3 The juror's fee, exclusive of mileage received by the Bargaining Unit Member, shall be deposited to the credit of the District.

10.12 Legislative Leave

A Bargaining Unit Member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

10.12.1 The Bargaining Unit Member on such leave shall notify the Board of his/her intended return at least ten (10) weeks in advance.

10.12.2 The Bargaining Unit Member on such leave shall be entitled to return to employment at the end of the leave but shall not be entitled to any of the other benefits accorded in this contract.

10.13 Attendance at Conferences and Meetings

Attendance of a Bargaining Unit Member at any meeting which involves absence from school of more than one (1) day for which expenses are to be paid by the District in excess of Two Hundred Fifty (\$250.00) must be approved by the Board. The Superintendent or designee must approve attendance at any meeting requiring absence from work and/or payment of expenses by the District, which does not require specific approval of the Board.

10.14 Association Leave

Association representatives shall have five (5) days of paid leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. The substitute teacher will be paid for by the Association in these instances. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association

President.

10.15

Long-Term Leave

The Board may grant an unpaid leave of absence to a Bargaining Unit Member for approved reasons including but not limited to health, study or travel. Such leaves shall be for an entire semester or school year.

10.15.1 A Bargaining Unit Member shall apply to the Board for such leave no later than eight (8) weeks before its anticipated commencement.

10.15.2 A Bargaining Unit Member on Study Leave shall be entitled to all benefits accorded and obligated by all duties imposed under Paragraph 10.17 of this Article, entitled "Miscellaneous".

10.15.3 The Board shall implement this provision in the same manner and under the same restrictions as appear in Paragraph 10.16.1.

10.15.4 The long-term leave shall be limited to five percent (5%) of the Bargaining Unit Members. Exceptions to this limitation may be granted by the Board.

10.16

Sabbatical Leave

Sections 44966 and 44967 of the Education Code are incorporated into this Agreement, except as supplemented below:

10.16.1 An eligible Bargaining Unit Member applicant may be granted sabbatical leave at the discretion of the Board so long as the purpose of such leave is to pursue a program of study, research or travel which may be a benefit to the schools. Selection shall be made on the basis of District-wide seniority subject only to the same "purpose of program" restriction referred to in the preceding sentence.

10.16.2 The Board may pay a Bargaining Unit Member who is on a semester sabbatical leave his/her full salary for such period. The Board may pay a Bargaining Unit Member who is on a full year leave fifty percent (50%) of his/her salary.

10.16.3 A Bargaining Unit Member on sabbatical leave may be entitled to all benefits accorded and obligated by all duties imposed under Paragraph 10.17 of this Article, entitled "Miscellaneous".

10.16.4 The Board and a Bargaining Unit Member who is to go on sabbatical leave may develop a payment schedule which is

acceptable to such Bargaining Unit Member at least thirty (30) days before the sabbatical leave is scheduled to commence.

10.17 Miscellaneous

Unless otherwise provided in this Article, a Bargaining Unit Member on a paid or unpaid leave of absence shall be entitled to return to the same position which he/she held immediately before commencement of the leave, if possible.

10.17.1 Paid leave of absence means that a Bargaining Unit Member shall be entitled:

10.17.1.1 To receive wages and all fringe benefits including but not limited to insurance and retirement benefits;

10.17.1.2 To return to the same assignment, if possible, which he/she enjoyed immediately preceding the commencement of the leave; and,

10.17.1.3 To receive credit for annual salary increments provided during his/her leave.

10.17.2 Unpaid leave of absence means that a Bargaining Unit Member shall be on leave without pay and shall have the option of paying for benefits accorded full-time Bargaining Unit Members. No other benefits which would be of a loss to the District shall be provided.

10.17.3 Any Bargaining Unit Member who seeks an extension of health leave, child rearing leave, or study leave, shall make application no later than six (6) weeks preceding the expiration of the original leave.

10.17.4 Each Bargaining Unit Member in a supervisory, support or mentor role shall be provided with paid release time for attendance at regularly scheduled orientation and evaluation sessions sponsored by a supervised, supported or mentored Bargaining Unit Member's college or university. If a stipend is paid to the District as a result, it shall be paid to the participating Bargaining Unit Member.

10.18 Unauthorized Leave

10.18.1 The District and each Bargaining Unit Member of the District have entered into an employment contract, whereby the Bargaining Unit Member has agreed to supply, for a specified time, certain

designated professional services to the District for an agreed salary.

10.18.2 These services are to be provided by the certificated Bargaining Unit Member unless he/she is absent as authorized by State Law or District Policy.

10.18.3 It is the policy of the Board of Education that a Bargaining Unit Members who is absent from work other than for those days as authorized by State Law or District Policy is taking unauthorized leave. Such unauthorized leave constitutes a breach of contract. The Board will deduct an amount equal to the ratio of days absent to the days of required service for unauthorized leave.

10.18.4 A Bargaining Unit Member, after three (3) consecutive working days of unauthorized absence, will be notified in writing by the Superintendent or his/her designee of the breach of contract and the Board of Education will likewise be so informed.

10.18.5 Unauthorized absence is a breach of contract, and a violation of this rule by a Bargaining Unit Member who is absent on unauthorized leave for more than three (3) consecutive working days in a school year shall be subject to disciplinary action as the Board deems appropriate under the circumstances.

10.18.6 Any Bargaining Unit Member who is absent from his/her employment with the School District for five (5) consecutive working days without authorization, or who fails to return to work within five (5) consecutive working days after the expiration of an authorized leave of absence, shall be deemed to have abandoned his/her employment with the School District, and such conduct shall constitute an automatic resignation of the Bargaining Unit Member. The Board may rescind the resignation upon presentation to the Board of a satisfactory explanation of the absence at the time of his/her request for reinstatement.

10.19 Claim for Leave

Claim for leave must be substantiated as follows:

10.19.1 Sickness or Injury

The signed statement of the Bargaining Unit Member on the

Absence Verification Form will, in most cases, suffice. The Superintendent may require that a claim for sick leave be supported as required in Article X, Section 10.2.3.

10.19.2 Bereavement

A signed statement of the Bargaining Unit Member identifying the family relationship of the deceased on the Absence Verification Form will suffice except in unusual cases where the Superintendent may require additional verification.

10.19.3 Accident Involving the Bargaining Unit Member or the Bargaining Unit Member's Family

The manner of proof shall be a letter from the Bargaining Unit Member citing the circumstances substantiated in cases of personal injury by a physician's statement or, in cases of property damage, verification of the accident by an official.

10.19.4 Appearance in Court

The claim for leave shall be supported by a copy of the subpoena or order of the Court.

10.20 Rights Upon Return from Leave

A Bargaining Unit Member returning from leave shall be subject to all regulations regarding assignment and transfer.

ARTICLE XI: FRINGE BENEFITS

11.1 The District shall provide fully paid health benefits (medical, dental, and vision insurance) for each Bargaining Unit Member and their dependents. For the 2015-2016 school year, the District shall contribute the amount necessary to fully fund the premiums for the applicable insurance coverage of \$1,170.35 beginning October 1, 2015 per Bargaining Unit Member per month. (EXHIBIT C.)

11.2 Upon request, the District will provide each Bargaining Unit Member with a plan booklet setting forth a current schedule of benefits under the above-described plan.

11.3 Part-time Bargaining Unit Members who work less than full-time but more than half-time shall be entitled to the benefits described above, but the District's contribution toward those benefits shall be on a prorated basis. The part-time Bargaining Unit Member shall then contribute, on a monthly basis, the amount

necessary to pay for the full benefit package. Bargaining Unit Members employed on less than a half-time contract shall not be entitled to the benefits described herein.

- 11.4 A Bargaining Unit Member with from ten (10) through nineteen (19) years of service to the District, or fifteen (15) through nineteen (19) years of service to the District if the Bargaining Unit Member was hired in the 2014 – 2015 school year or later, who retires between the ages of fifty-five (55) and sixty-five (65) shall be entitled to participate in the health program(s) currently available, with a contribution toward the health insurance cost by the District of 62% of the current full-time employee benefit annually, up to the age of 65, or until he/she qualifies for Medicare, whichever comes first. This contribution will increase to 70% of the current full-time employee benefit for Bargaining Unit Members with twenty (20) to twenty-four (24) years of service to the District. This contribution shall increase to 100% of the current full-time employee benefit annually for Bargaining Unit Members with twenty-five (25) or more years of service to the District commencing with those who retire on or after July 1, 2000.
- 11.5 For the 2014 – 2015 school year, Bargaining Unit Members who notify the District of their intent to retire not later than December 1, 2014 shall be entitled to a one-time three thousand dollar (\$3000.00) stipend. The early retirement notice bonus shall be made in the first feasible payroll cycle that occurs after December 1, 2014.

ARTICLE XII: SALARIES

- 12.1 The salary schedule and salary classification requirement of all Bargaining Unit Members are set forth in the attached Exhibits.
- 12.2 Retroactive to July 1, 2015, the 2015-2016 Salary Schedule will be increased by 3%.
- 12.3 Bargaining Unit Members shall receive their salary payments in twelve (12) equal monthly payments from July 30 through June 30.
- 12.4 All Bargaining Unit Members who serve other than the required number of days as set forth in the schedule attached for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

- 12.5 Notwithstanding Paragraph 12.3 above, Bargaining Unit Members who serve for one (1) full school semester will receive not less than one-half (1/2) the annual salary for their position.
- 12.5 Salary for part-time Bargaining Unit Members shall be proportional to the teaching load.

ARTICLE XIII: BARGAINING UNIT MEMBER TRAVEL

- 13.1 Bargaining Unit Members who are required by District Management to travel on District business shall either be provided with the use of a District vehicle or receive a mileage reimbursement for the use of their personal vehicles.
- 13.2 Mileage reimbursement shall be provided at the established IRS rate.
- 13.3 The District shall provide expense reimbursement for Bargaining Unit Members who are required by District Management to attend conferences, conventions, and meetings. Levels of reimbursement shall be determined by District Management and shall cover necessary expenses.
- 13.4 Bargaining Unit Members claiming reimbursement for mileage or other travel expenses shall provide receipts as required, and shall certify to such expenses on forms provided by the District.
- 13.5 No travel reimbursement in any form shall be paid to a Bargaining Unit Member unless such travel was specifically required and authorized in advance by District Management.
- 13.6 Point of Origin for calculating travel expenses shall be the school.

ARTICLE XIV: EVALUATIONS

- 14.1 It is recognized that a system of periodic evaluation is essential to assist Bargaining Unit Members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable Board of Education decisions, for which a Bargaining Unit Member's competence is relevant, to be made in a just and equitable manner.
- 14.2 The procedures for evaluation of Bargaining Unit Members covered by this Agreement shall be in accordance with all appropriate California laws.
- 14.3 The parties recognize and acknowledge that all Bargaining Unit Member evaluations must be conducted and completed in accordance with the Stull Act and the parties acknowledge and hereby affirm that it is the intention and

authority of this Article that all Bargaining Unit Member evaluations be conducted and completed in accordance and in compliance with the Stull Act and/or other applicable law.

- 14.4 A committee of administrators and Bargaining Unit Members shall develop the evaluation instrument. If there is no agreement reached on the form, changes in the form shall be subject to negotiations.
- 14.5 Probationary and temporary Bargaining Unit Members shall be evaluated each school year. Permanent (tenured) Bargaining Unit Members shall be evaluated every other school year. If a Bargaining Unit Member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
- 14.6 An evaluation shall be completed at least every five (5) years for Bargaining Unit Members with Permanent status who have been employed at least ten (10) years with Farmersville Unified School District, are highly qualified as determined in 20 U.S.C. Section 7801, and whose previous evaluations rated the Bargaining Unit Member as Meets or Exceeds Standards, if the evaluator and the Bargaining Unit Member agree. The Bargaining Unit Member or the evaluator may withdraw consent at any time. (Ed Code Section 44664 (3))
 - 14.6.1 The district and Bargaining Unit agree that transfers or changes in the evaluator or Bargaining Unit Member work assignment shall not be grounds for withdrawing a five year evaluation.
- 14.7 Bargaining Unit Members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.
- 14.8 The Bargaining Unit Member being evaluated and the evaluator shall meet no later than October 30 to discuss:
 - 14.8.1 Objectives and standards to be achieved during the evaluation period and to plan collaboratively a schedule of observations, conferences, and final evaluation date.
- 14.9 The evaluation process shall include the following evidence:
 - 14.9.1 The evaluation process shall include evidence of Bargaining Unit Member performance of assigned duties. Evidence shall be

gathered through formal scheduled classroom observations made known to the Bargaining Unit Member at least two (2) days prior to their occurrence. The evaluator will provide written feedback in a timely manner. Scheduled observations would ordinarily be three (3) in number; however, with agreement of the Bargaining Unit Member and the evaluator, the number of classroom observations may be reduced to two or one in case of obvious satisfactory performance by permanent Bargaining Unit Members.

14.9.2 Evidence may also be gathered through:

14.9.2.1 Unscheduled observations, i.e., informal walk-throughs, etc.

14.9.2.2 Observations of performance of assigned duties.

14.10 The immediate supervisor shall meet with first year probationary Bargaining Unit Members by the end of the calendar year. At this meeting, the immediate supervisor shall review the Bargaining Unit Member's performance up to that date and inform the Bargaining Unit Member whether any problems were noted that could result in the Bargaining Unit Member being denied permanent status.

14.11 In the case of a negative evaluation(s), or if any problems are noted as per the above, the evaluator shall take positive action to assist the Bargaining Unit Member in correcting any cited deficiencies. The evaluator's role to assist the Bargaining Unit Member shall include, but not be limited to, the following:

14.11.1 Specific recommendations for improvement

14.11.2 Direct assistance to implement such recommendations

14.11.3 Provision of additional resources, without cost to the Bargaining Unit Member, to be utilized to assist with improvements

14.11.4 Techniques to measure improvement

14.11.5 Time schedule to monitor progress

14.12 In preparing the final evaluation form for placement in the Bargaining Unit Member's personnel file, the evaluator shall rely primarily upon evidence collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the Bargaining Unit Member, and subsequently corrected, shall not be included in the final evaluation form. Unsubstantiated statements shall not be included in the evaluation.

14.13 A Bargaining Unit Member shall not be evaluated or held accountable for any

aspect of the education program over which the Bargaining Unit Member has no authority or ability to correct deficiencies.

14.14 For permanent Bargaining Unit Members, a final evaluation conference between the Bargaining Unit Member and evaluator shall be held no later than 30 days prior to the end of the school year to discuss the content of the final evaluation form. For probationary Bargaining Unit Members, a conference shall be held prior to March 15. In the event the Bargaining Unit Member disputes the content, the Bargaining Unit Member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "meets district standards" or "unsatisfactory".

14.15 The evaluation of Bargaining Unit Members, pursuant to this Article, shall not include or be based upon the following:

14.15.1 Standardized achievement test results

14.15.2 Results of any tests utilized for the purpose of a School Improvement Plan

14.15.3 Achievement of objectives stated in Individual Educational Programs (IEPs) of special education pupils

14.15.4 The personal life or lifestyle of a Bargaining Unit Member, their personal opinions, scholarly, literary, or artistic endeavor of a Bargaining Unit Member

14.15.5 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of Bargaining Unit Members.

ARTICLE XV: TRANSFERS

15.1 A transfer refers to any District action which results in the geographical movement of a Bargaining Unit Member from the position he/she holds immediately preceding such action.

15.2 A transfer may be Bargaining Unit Member-initiated (voluntary) or administrator-initiated (involuntary).

15.2.1 Voluntary Lateral Transfers

A Bargaining Unit Member may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a

"Request for Transfer" form and sent to the Personnel Services Office.

15.2.1.1 Notices of vacancies shall be posted on Association bulletin boards and distributed to certificated staff at least five (5) days before the filling of such vacancies.

15.2.1.2 Where the request is made for transfer to take effect at the beginning of the next school years, it shall be made as soon as practicable in the school year preceding the effective date.

15.2.1.3 All requests for voluntary transfer shall be considered on the basis of appropriate credentials to perform the required services, other qualifications, and District-wide seniority.

15.2.1.4 When a vacancy occurs in the District, first priority to fill that position shall be given to Bargaining Unit Members to be laid off for economic necessity, second priority to Bargaining Unit Members seeking a lateral transfer, and third priority to Bargaining Unit Members outside the District.

15.2.2 Involuntary Lateral Transfers

An Involuntary Lateral Transfer shall be implemented by the District only as required to accomplish as necessary the educational goals or requirements of the District and shall not be effected as vehicles of discipline or caprice. The District shall not evoke its right to effect an Involuntary Lateral Transfer if there is a qualified volunteer to transfer to the vacancy. If feasible and compatible with the educational goals of the District, the District will also attempt to recruit other persons rather than effect an Involuntary Lateral Transfer.

15.2.2.1 Bargaining Unit Members who must be involuntarily transferred from their current status because of declining enrollment or for other similar reasons shall have the right to indicate their preference for placement from among any vacancies

that exist at the time or that become existent.

- 15.2.2.2 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefit to a Bargaining Unit Member.

ARTICLE XVI: TEACHING HOURS

- 16.1 The Bargaining Unit Member workday shall be seven and one quarter (7 ¼) hours, from 7:45 until 3:00. The district shall establish the schedule. That schedule may be changed with the agreement of both parties.
- 16.2 The Bargaining Unit Member work day for K-8 Bargaining Unit Members shall begin 15 minutes prior to the designated starting time of the school site and shall, except as otherwise set forth herein, end thirty (30) minutes after the final dismissal time for all K-8 students.
- 16.3 Bargaining Unit Members will not be required to open their classroom doors for students more than five (5) minutes prior to the beginning of class time except when inclement weather conditions make an earlier opening time necessary for the health and safety of students.
- 16.3.1 On regular school days in which a school site administrator requires Bargaining Unit Members to open their classrooms before school or during recesses due to inclement weather or unforeseen circumstances, Bargaining Unit Members will be allowed to leave at student dismissal time.
- 16.3.2 Under such circumstances, the Bargaining Unit Member's responsibilities shall be supervisory only and shall not require any form of organized activity or instruction.
- 16.4 The District may require Bargaining Unit Members to perform the services indicated below in addition to their regular work day for periods not to exceed the specified number of hours.
- 16.4.1 Back to School Night - It is the intent of the administration to adjust the hours for Back to School Night at each school site. The proposed scheduled time will be approximately one and one half (1½) hours for this event as determined by the site administration and/or scheduled programs.
- 16.4.2 Open House - It is the intent of the administration to schedule

Open House for approximately one and one half (1½) hours for each school site as determined by the site principal or scheduled programs.

16.4.3 Night Parent-Teacher conferences (fall)

16.4.4 In-service meetings, extension of faculty meetings and/or additional service; not to exceed under normal circumstances two (2) total hours per week and to be exercised only upon forty-eight (48) hours notice.

16.4.5 High School teachers will supervise four (4) after school activities (dance, game, etc.) above and beyond any other stipend/compensated position.

16.5 Participation in activities, meetings and services not specified in Paragraph 16.4 shall be on a voluntary basis.

16.6 Preparation/Planning Time The District recognizes its responsibility to allow adequate Bargaining Unit Member preparation time; therefore, when the Bargaining Unit Member workday exceeds the student day, the following provisions for preparation shall be in effect:

16.6.1 All full-time Bargaining Unit Members at the Junior and Senior High Schools shall have available one (1) unassigned instructional period during each day for purposes of planning and preparation.

16.6.2 Starting in January 1993, the District will provide grades 4-6 one unassigned planning/preparation period per regular school day of no less than forty (40) minutes.

16.6.3 K-3 shall continue to observe the same shortened instructional day that was implemented in the 1989-90 school year. The time by which each Bargaining Unit Member's work day exceeds his/her students' day shall be recognized as Bargaining Unit Member preparation time.

16.6.4 The District agrees that preparation periods will not result in increased class size for any Bargaining Unit Member.

16.6.5 Bargaining Unit Members may volunteer, but are not obligated to substitute during the preparation period, He/she shall be paid at the contract hourly rate as noted in Exhibit B.

16.6.5.1 K-6 Bargaining Unit Members will be paid at the

board approved substitute daily rate of pay, divided by the number of Bargaining Unit Members voluntarily receiving students for an entire day. In non-emergency situations, it is the responsibility of the originating Bargaining Unit Member, with the approval of the site administrator, to arrange classroom coverage for the time he/she will be absent. The time off of the originating Bargaining Unit Member will be deducted from the appropriate leave.

16.6.6 A Bargaining Unit Member who volunteers to teach an additional instructional period shall be compensated based upon the number of teaching periods at the site, and that fraction times the Bargaining Unit Member's current salary schedule placement prorated for the period of service. Period of service would be reviewed quarterly by the District in light of on-going need.

16.6.7 When it is determined that there is a need for a prep buy-out, the site administrator shall inform his respective staff and Bargaining Unit Members will submit a letter of interest. In filling prep vacancies for prep buy-out, the following criteria will be considered on this order:

- A. Appropriate credential, authorization or education training
- B. District Seniority-first date of paid service
- C. Previous district teaching experience (in that particular vacancy), including number of years taught.
- D. Bilingual skills or other special skills, etc. in that particular vacancy
- E. If all the above criteria are equal, decision will be made by "lottery"
- F. At the end of the year, the prep buy – out will end.

16.7 As per Ed Code 44813-44814, Bargaining Unit Members shall have one duty free uninterrupted lunch period of at least 30 consecutive minutes. Bargaining Unit Members shall also have one relief period per day, not less than 10 minutes in length. Notwithstanding this paragraph, Bargaining Unit Members may be

assigned to yard duty on a rotational basis during the 10 minute relief period. If a Bargaining Unit Member who was assigned yard duty needs a restroom break, the principal or other non-Bargaining Unit Member will relieve the Bargaining Unit Member and take his/her class while he/she takes a restroom break.

16.8 The Association and its Bargaining Unit Members recognize the possibility that various unknown and/or unanticipated circumstances may motivate the district to desire a commitment of Bargaining Unit Members' time in excess of that mandated in 16.3 above. The Association and its Bargaining Unit Members, therefore, acknowledge and accept notwithstanding 16.4 above, their collective and individual responsibility to make themselves available for the purpose of meeting and accomplishing the total educational goals and/or needs of the District.

16.9 It is the intention of the Bargaining Unit and District to maintain a duty-free day at the high school level; however, if administration cannot provide adequate supervision then it is agreed that the District and Bargaining Unit will come to the table to negotiate possible stipends and/or other solutions.

16.10 High School Bargaining Unit Members will supervise four (4) after school activities (dance, game, etc.) above and beyond any other stipend/compensated position.

ARTICLE XVII: CLASS SIZE

Class size in the District shall be consistent with State guidelines. When a class exceeds those standards for ten (10) consecutive school days, upon request, the site administrator shall meet with the Bargaining Unit Member to explore methods of mitigating the class size. If not satisfied, the Bargaining Unit Member may request the Association to review the class size levels with the District Office.

ARTICLE XVIII: CONSULT OBLIGATIONS

The Association agrees that it shall assume the responsibility to be the moving party in all matters subject to the consult obligations of the Act. In accordance with such responsibility, the Association shall petition the District, in writing, at least two (2) weeks prior to any proposed meeting, with its request to initiate consult activities. The petition shall include subjects which shall be the subject of consult dialogues.

ARTICLE XIX: SAFETY CONDITIONS OF EMPLOYMENT

Bargaining Unit Members may notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe condition and advise the Bargaining Unit Member in writing of any findings and, if appropriate, corrective action recommended, requested, or taken.

ARTICLE XX: WORK YEAR

20.1 Beginning with the 2015-2016 school year, the work year shall be increased from 183 to 185 days. Three (3) days shall be used for staff development and the two (2) additional days for uninterrupted teacher classroom work days, one (1) prior to the beginning of the year and one (1) at the end of the year.

20.1.1 The work year for Bargaining Unit Members new to the District is 186 days.

20.2 Bargaining Unit Members by mutual agreement of the Bargaining Unit Member and the District, may work up to 220 days annually.

20.3 The school calendar shall include 180 student attendance days:

20.3.1 The 180 student attendance days shall include 171 (176 for sites not providing parent conferences) full instructional days, five (5) days shortened for sites providing parent conferences, and four (4) minimum days of 240 minutes each (these minimum days will include the day before the Thanksgiving, winter, and spring vacations, and the last student day of the school year).

20.3.2 Late start days approved in the yearly instructional calendar will be used for teacher collaboration.

20.4 Bargaining Unit Members shall assume personal responsibility to accomplish pre-school classroom preparation and post-school check-out requirements.

20.5 When a Bargaining Unit Member is required by the District to physically move his/her instructional materials, supplies, etc., from one classroom to another after the commencement of and during the school year, he/she shall receive either compensation above and beyond normal salary in an amount equal to one (1) regular day's substitute pay if preparation for the move occurs after contract hours, or one (1) day paid release time, at the option of the Bargaining Unit Member.

- 20.6 Bargaining Unit Members shall receive their salary payments in twelve (12) equal monthly payments from July 31 through June 30. It should be understood, however, that there may be differences in the amount paid on the monthly checks for various reasons, including variations in stipends and changes in benefits.

ARTICLE XXI: COMPLETION OF MEET AND NEGOTIATE

- 21.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated 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 matters may not have been within the knowledge or contemplation of either or both the District or the 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.
- 21.2 Notwithstanding the above, however, the parties, at their mutual concurrence, may reopen the meet and negotiate process at any time during the life of this Agreement for the purposes of amending, modifying, altering or otherwise adding to or deleting from this Agreement.

ARTICLE XXII: SAVINGS PROVISION

In the event that any provision of this Agreement shall at any time be declared invalid by an administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.

ARTICLE XXIII: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XXIV: MISCELLANEOUS PROVISIONS

As soon as practicable, but not to exceed sixty (60) days after ratification of this Agreement by

both parties herein, the Association shall reduce the Agreement to a printed manual and provide sufficient copies for distribution to each Bargaining Unit Member in the District.

ARTICLE XXV: JUST CAUSE DISCIPLINE LESS THAN DISMISSAL FOR PERMANENT EMPLOYEES

- 25.1 Notwithstanding any other provision(s) of this Agreement, a Bargaining Unit Member with tenure shall not be suspended or reduced in rank or compensation without just cause, due process and utilization of the principles of progressive discipline.
- 25.2 Such cause may include violations of Education Code Sections 44932 and/or violations of written Board policies and written procedures, including the provisions of this Agreement.
- 25.3 All information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.
- 25.4 This Article shall be interpreted in accordance with accepted arbitration standards and applicable State and Federal laws.
- 25.5 Any disputes arising out of this Article may be submitted to final and binding arbitration.
- 25.6 The District shall notify the Association concurrently with notification to the Bargaining Unit Member of any disciplinary action. Such notice shall include:
 - 25.6.1 A copy of this Article including the provisions which provide for a resolution of any dispute through the grievance procedure.
 - 25.6.2 The proposed disciplinary action.
 - 25.6.3 A statement of the act(s) or infraction(s) upon which the disciplinary action is based.
 - 25.6.4 Where applicable, a statement of the rules, regulations, or statutes which the Bargaining Unit Member is alleged to have violated.

ARTICLE XXVI: CONCERTED ACTIVITIES

- 26.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, nor refusal or failure to fully and faithfully perform job functions and responsibilities, nor other interference with the operations of the District by the Association or by its officers, agents, or Bargaining Unit Members during the

term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

- 26.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Bargaining Unit Members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by Bargaining Unit Members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those Bargaining Unit Members to cease such action.
- 26.3 It is agreed and understood that any Bargaining Unit Member violating this Article may be subject to discipline up to and including termination by the District.
- 26.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any Bargaining Unit Member and/or the Association.

ARTICLE XXVII: PEER ASSISTANCE AND REVIEW

- 27.1 Program Components -- There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as "Program", for all Bargaining Unit Members. The PAR Program provides a mechanism whereby exemplary Bargaining Unit Members assist other Bargaining Unit Members in the area of subject matter knowledge, teaching methods, and teaching strategies. The Program shall have three (3) components:
- 27.1.1 Referred Permanent Teacher Peer Assistance Program: This component shall provide peer assistance to permanent Bargaining Unit Members who receive "unsatisfactory" ratings as delineated in the sections B or C or D of the certificated final evaluation form.
- 27.1.1.1 Bargaining Unit Members receiving such "unsatisfactory" ratings will be referred to the PAR Program by the principal or designated evaluator for assistance under this Program.
- 27.1.2 Voluntary Teacher Peer Assistance Program: This component shall provide assistance to Bargaining Unit Members who

volunteer for the Program.

27.1.2.1 Bargaining Unit Members desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.

27.1.2.2 If a Bargaining Unit Member is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long as participation continues on a voluntary basis.

27.1.3 Beginning Teacher Coaching Program: This component shall provide peer assistance to Bargaining Unit Members participating in Pre-Intern, Intern, and Beginning Teacher and Support (BTSA) programs, as well as first and second year Bargaining Unit Members. Coaches will be assigned on a ratio of not more than 1:2 for full time classroom Bargaining Unit Members. This ratio may be adjusted if the coach is not assigned to a classroom full time. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Education Code Section 44929.21 pertaining to probationary employees.

27.2 Peer Assistance and Review Panel

27.2.1 The Program shall be governed by the PAR Panel composed of five (5) members, a majority of whom shall be certificated Bargaining Unit Members (3) chosen by the Association. The remaining members (2) of the Panel shall be certificated administrators selected to serve on the Panel by the Superintendent. A quorum for Panel meetings shall be three-fifths of the membership. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least three (3) members.

27.2.2 After the first PAR Panel is selected, panel members will be selected by January 31 of each year and serve staggered terms of two (2) years.

27.2.3 Qualifications for the Bargaining Unit Member members of the

Panel shall be the same qualifications for a peer coach.

27.2.4 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

27.2.5 The PAR Panel shall be responsible for:

- 27.2.5.1 Establishing its own rules of procedure;
- 27.2.5.2 Selecting its own chairperson;
- 27.2.5.3 Providing annual training for PAR Panel members;
- 27.2.5.4 Establishing a procedure for application and selection of peer coaches;
- 27.2.5.5 Selecting peer coaches;
- 27.2.5.6 Arranging appropriate training for peer coaches;
- 27.2.5.7 Accepting referrals for permanent Bargaining Unit Member peer assistance from principals or designated evaluators;
- 27.2.5.8 Accepting or rejecting voluntary requests for assistance from individual Bargaining Unit Members;
- 27.2.5.9 Any decisions about eligibility for the Program;
- 27.2.5.10 Sending written notification of participation in the PAR Program to the participating Bargaining Unit Member, peer coach, and the principal or designated evaluator;
- 27.2.5.11 Meeting at least four (4) times annually to review the work of the coaches with their caseloads.
Generally, the Panel shall meet within the Panel members' workday; however, for meetings called after the panel members' workday, the District shall compensate members at the District's non-instructional hourly rate;
- 27.2.5.12 Monitoring the work of peer coaches and their documentation;
- 27.2.5.13 Reviewing peer review reports prepared by peer

coaches;

- 27.2.5.14 Monitoring the progress of permanent Bargaining Unit Member peer assistance, including making reports to the Board of Education regarding PAR Program participants, and informing the Board of the names of PAR participants who have not demonstrated "satisfactory improvement" after receiving sustained assistance from a peer coach. All reports pursuant to this provision shall be made to the Board not later than February 15 of the school year in which the APR Program was utilized to assist a Bargaining Unit Member;
- 27.2.5.15 Recommending a budget for the Program, subject to Board approval; and
- 27.2.5.16 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the FUSD Board at a regular meeting no later than June 15 of each school year.

- 27.2.6 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

27.3 Peer Coaches

- 27.3.1 The number of coaches shall be determined by the number of eligible participants in the PAR Program and funding available from the state for the Program.
- 27.3.2 Coaches shall have staggered terms. After the start-up period, new coaches shall have three-year terms, with the first year devoted to training. Returning Coaches shall have two-year terms.
 - 27.3.2.1 All such terms are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the coach's personnel file, except upon the written request of the individual coach.
- 27.3.3 The parties do not see this position as a part of the career ladder of

- an individual who seeks to be an administrator in the District.
- 27.3.4 Coaches must be selected by the PAR Panel and they are assigned by the Panel to assist another Bargaining Unit Member who is in need of development of subject matter knowledge, teaching strategies, teaching methods or instruction.
- 27.3.5 In order to be selected as a peer coach, a Bargaining Unit Member must possess the following requisite minimum qualifications:
- 27.3.5.1 A credentialed Bargaining Unit Member with permanent status;
 - 27.3.5.2 Five (5) out of seven (7) years of recent classroom teaching experience;
 - 27.3.5.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44500(c) and reflected in the applicant's performance evaluations;
 - 27.3.5.4 Effective communication/leadership skills;
 - 27.3.5.5 Must be willing to participate in Peer Coach/ PAR training.
- 27.3.6 Peer coaches shall be selected in the following manner:
- 27.3.6.1 Candidates must file an application with the Panel;
 - 27.3.6.2 Panel members may observe the performance of the peer coach candidates in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.
 - 27.3.6.3 The Panel may establish additional procedures for selecting peer coaches, which shall be made known in advance to all candidates;
 - 27.3.6.4 Selection of a peer coach shall be by majority vote of the Panel.
- 27.3.7 Peer Coaches shall be required to spend a minimum average of one hour per week contact time with each referred Bargaining Unit Member he or she is assigned to coach.
- 27.3.8 With availability permitting, Bargaining Unit Members participating in the PAR Program may select his or her coach from the list of coaches provided by the PAR Panel.

- 27.3.9 The peer coach and participating Bargaining Unit Member shall prepare an Individual Assistance Plan which outlines the assistance to be provided, as well as timelines.
- 27.3.10 Bargaining Unit Members who serve as coaches on a full-time basis, will accrue seniority during their coaching term and will have the right to return to a similar assignment upon completion of their term.
- 27.3.11 Bargaining Unit Members who function as a peer coach during their regular workday shall receive their regular salary. Bargaining Unit Members who function as a peer coach outside their regular workday shall be compensated in the following manner: a) \$2500 Peer Coach stipend per assisted Bargaining Unit Member per fiscal year; and/or b) \$750 Peer Coach in Training stipend when the coach is in training for a future assignment. Effective with 08-09 school year, BTSA training shall be taken outside of school hours when offered to avoid the use of a substitute.

27.4

Referred Permanent Teacher Peer Assistance Program

- 27.4.1 The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent Bargaining Unit Members whose performance has been evaluated as "unsatisfactory". In addition, it shall be the obligation of the Panel to report the results of this intervention to the FUSD Board.
- 27.4.2 This Program shall be limited to addressing those areas of performance listed in the FUSD evaluation document as "unsatisfactory": instructional techniques and strategies, adherence to the district's curricular/ instructional objectives, or establishment and maintenance of a suitable learning environment, as defined in the FUSD adopted Certificated Final Evaluation Form (Sections B or C or D).
- 27.4.3 Assistance provided by the peer coach shall focus on the specific areas recommended for improvement by the participating Bargaining Unit Member's evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program. The PAR Panel shall meet to accept

PAR applicants and select Peer Coaches after the final evaluations are completed and before the end of the school year.

27.4.4 When the Bargaining Unit Member is referred to the PAR Program, a conference will be scheduled between the Bargaining Unit Member being referred, the evaluator, and the peer coach. An Association representative may also attend, if so desired by the evaluatee. The meeting shall take place within the last thirty days of the school year. An Individual Assistance Plan for the Bargaining Unit Member being referred shall be developed at the meeting. The IAP shall include intense and multifaceted assistance and remedial efforts and activities.

27.4.5 The assistance shall be provided by peer coaches under this Article and shall be closely monitored by the PAR Panel.

27.4.6 The course of assistance shall include one or more of the following:

- 27.4.6.1 Multiple classroom observations by the peer coach;
- 27.4.6.2 Assistance specific to the area of Certificated Final Evaluation Form sections B or C or D, which have been evaluated to be "unsatisfactory";
- 27.4.6.3 Opportunities for the Bargaining Unit Member receiving assistance to observe exemplary practice, either by the peer coach or other exemplary Bargaining Unit Members;
- 27.4.6.4 District-provided professional development opportunities;
- 27.4.6.5 Conference attendance, often in the company of peer coach, to facilitate reflection on how this experience fits into the Individual Assistance Plan;
- 27.4.6.6 Other forms of assistance which the peer coach and the Panel may provide; and
- 27.4.6.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully

address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the Individual Assistance Plan, but may function more like a facilitator who assures the availability of appropriate resources.

27.4.7 Communication and consultation with the principal/ evaluator shall be ongoing and confidential.

27.4.8 Nothing in this article precludes the principal/evaluator or District from doing observations and evaluations nor from notifying the Bargaining Unit Member verbally and/or in writing regarding incidents or events related to the Bargaining Unit Member's fulfillment of his or her professional obligations.

27.4.9 Three (3) written peer review reports will be submitted to the Panel by the Peer Coach: two progress reports by October 1 and December 1 and one final report by February 1. The coach will share all written and verbal evaluation reports during a conference with the Bargaining Unit Member, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.

27.4.10 The peer coach shall submit an oral and written final report regarding the Bargaining Unit Member's participation in PAR to the Panel no later than February 1. This report shall describe the measures of assistance provided to the Bargaining Unit Member and describe the results of the assistance in the area or areas recommended for improvement. The final report shall become a part of the permanent Bargaining Unit Member's personnel file. The Bargaining Unit Member shall have the opportunity to attach his or her comments.

27.4.10.1 The Bargaining Unit Member and principal/evaluator may be present for the coach's presentation and will be given an opportunity to respond to the report.

27.4.11 The Panel shall deliberate whether:

27.4.11.1 The Bargaining Unit Member now meets District

standards, or

27.4.11.2 The Bargaining Unit Member is making progress toward meeting District standards, but needs additional time in the program, and is recommended to remain in the PAR Program for the next PAR cycle;

27.4.11.3 The Panel and peer coach do not consider that further assistance and remediation will be successful, with reasons in support of this conclusion.

27.4.12 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the coach, the principal/ evaluator, and the permanent Bargaining Unit Member or his or her Association representative.

27.4.13 Neither the Bargaining Unit Member, coach, nor principal/evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any Bargaining Unit Member involved in the IAP.

27.4.14 The decision of the Panel shall be reported to the Bargaining Unit Member, the coach, the principal/evaluator, and the Association representative, if requested by the Bargaining Unit Member, in conference with the Superintendent or designee. The report of the vote shall only include the number of panel members voting on each side of any question before the Panel.

27.4.15 The Panel shall report their findings to the FUSD Board.

27.5 Referred Permanent Bargaining Unit Members Due Process Rights

27.5.1 The permanent Bargaining Unit Member shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the peer coach shall provide the permanent Bargaining Unit Member being reviewed with copies of such reports at least five (5) working days prior to any such meeting (See 25.4.9 for report schedule).

- 27.5.2 The permanent Bargaining Unit Member shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.
- 27.5.3 The permanent Bargaining Unit Member shall have the right to timely progress reports.
- 27.5.4 The permanent Bargaining Unit Member shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.
- 27.5.5 A Bargaining Unit Member shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses, which shall become part of the official record of the intervention.
- 27.5.6 This Program in no manner diminishes the legal rights of Bargaining Unit Members.

27.6

Voluntary Bargaining Unit Member Peer Assistance Program

- 27.6.1 A permanent Bargaining Unit Member may volunteer for the peer assistance program prior to September 1 of the year in which assistance may be provided. The PAR Panel will determine whether the Bargaining Unit Member may participate in the program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.
- 27.6.2 The coach and Bargaining Unit Member will meet to determine the volunteer Bargaining Unit Member's needs and jointly develop an Individual Assistance Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 28.4.6 and include timelines.
- 27.6.3 Coaches will provide oral and written feedback documentation to the volunteer Bargaining Unit Member. Communication between a voluntary participant and his or her coach concerning participation in the Program shall remain confidential.
- 27.6.4 Documentation will not be placed in the personnel file only so long

as participation continues to be on a voluntary basis.

27.6.5 The volunteer Bargaining Unit Member may terminate his or her participation in the Program at any time.

27.6.6 Voluntary participation in the PAR Program does not exclude the participant from the District evaluation process or mandatory referral to the program.

27.7 Beginning Bargaining Unit Member Support Assistance Program

27.7.1 Beginning Bargaining Unit Members may participate in the peer assistance program with the approval of the PAR Panel. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any beginning Bargaining Unit Member participants.

27.7.2 The coach and Bargaining Unit Member will meet to determine the beginning Bargaining Unit Member's needs and jointly develop an Individual Induction Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 28.4.6 and countywide BTSA Program, and shall include timelines.

27.7.3 Coaches will provide oral and written feedback documentation to the beginning Bargaining Unit Member. Communication between a beginning Bargaining Unit Member and his or her coach concerning participation in the Program shall remain confidential.

27.7.4 Documentation will not be placed in the personnel file.

27.8 Miscellaneous Provisions

27.8.1 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.

27.8.2 Funds shall be set aside to allow for release days and/or conferences as developmental tools for Bargaining Unit Members and peer coaches assigned to the Program.

27.8.3 It is the intent of the District and Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or effect

without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated.

27.8.4 The District and Association agree that this Article shall be reopened if either the Education Code section 44500 et. seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

27.9 Governing Board Review of Recommendations by Panel: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated Bargaining Unit Members.

27.10 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or Bargaining Unit Member under provisions of the Education Code.

27.10.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

27.11 Hold Harmless: The District shall hold harmless the members of the PAR Panel and the peer coaches for any liability arising out of their participation in this Program as provided by Education Code Section 44503(c). All legal costs for the above will be borne by the District.

27.12 Confidentiality: All proceedings and materials related to the administration of this program should be strictly confidential. Therefore, Panel members and coaches may disclose such information only as necessary to administer the Program.

27.13 Records: Documents and writings relating to a Bargaining Unit Member's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et. seq.).

27.14 Non-Management/Supervisory Status: Functions performed by Bargaining Unit Member Panel members and/or peer coaches 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 Government Code.

27.15 Association Representation: A participating Bargaining Unit Member has the right to be represented throughout these procedures by the Association representative of his or her choice.

27.16 This Article may be reopened by either Party after one (1) year of implementation.

ARTICLE XXVIII: TERM

- 28.1 This Agreement shall remain in full force and effect from July 1, 2013, up to and including June 30, 2016.
- 28.2 For the 2014-2015 & 2015-2016 school years, the parties agree to reopen Salary and Health Benefits and up to two articles of each party's choice each year.

IN WITNESS WHEREOF, the parties hereunto set their hands this

9th day of August, 2016.

FOR THE DISTRICT:

Don Mason
Board President

Andy Olson
Board Representative

FOR THE ASSOCIATION:

Sh Stewart
Association President

Cari Eastham
Association Representative

EXHIBIT A**CERTIFICATED SALARY SCHEDULE****Farmersville Unified School District****2015-2016 at 185 Days**

(3% Increase From 14/15 Salary Schedule)

ANNUAL SALARY

Step	Class A BA	Class B BA + 12	Class C BA + 24	Class D BA + 36	Class E BA + 48	Class F BA + 60	Class G BA + 72
1	45,356	47,308	47,308	49,887	52,674	55,461	58,245
2	45,356	47,308	48,521	51,311	54,105	56,886	59,671
3	45,356	47,308	49,948	52,732	55,523	58,309	61,094
4	45,799	48,585	51,370	54,160	56,944	59,732	62,517
5	47,221	50,008	52,792	55,579	58,368	61,153	63,936
6	48,645	51,434	54,215	57,007	59,790	62,581	65,366
7	50,071	52,855	55,642	58,427	61,217	64,001	66,787
8	51,491	54,280	57,067	59,854	62,639	65,427	68,212
9	52,916	55,702	58,492	61,275	64,062	66,848	69,636
10	52,916	57,128	59,913	62,700	65,485	68,273	71,057
11	52,916	57,128	61,336	64,122	66,910	69,696	72,481
12	52,916	57,128	61,336	65,549	68,332	71,121	73,906
13	52,916	57,128	61,336	65,549	69,754	72,541	75,326
14	52,916	57,128	61,336	65,549	69,754	73,961	76,751
15	52,916	57,128	61,336	65,549	69,754	73,961	78,174
17	52,916	57,128	61,336	65,549	71,175	75,388	79,599
19	52,916	57,128	61,336	65,549	72,603	76,811	81,024
21	52,916	57,128	61,336	65,549	74,028	78,236	82,447

Master's Degree Stipend: \$900

- 1 No units will be counted for salary advancement which were taken by a teacher before earning a B.A.
- 2 Teachers will be placed on one step above the number of allowed years of experience. Maximum placement will be Step 11.
- 3 Unit coursework must be upper division or graduate level - no units from community college will be accepted for salary advancement.
- 4 To progress beyond Class "A", teacher must possess a "regular" teaching credential (emergency permits, internship credentials do not qualify as "regular" credentials).
- 5 Only one M.A. stipend will be paid per teacher.
- 6 Blended Program credential holders will be placed on Column C (24 units) as documented on the transcript. After initial hire date, units completed by teacher will be used for column progression and must be upper division.

Calendar Board Approved: 4-14-16

2015-16 Certificated Teachers Salary Schedule

EXHIBIT B SALARY REGULATIONS

I. SALARY SCHEDULE - CERTIFICATED -

- A. Explanation of Classes: All units referred to below are semester units and must be from an accredited college or university. Holders of transcripts that present themselves as “unusual” will be notified by Personnel and will not be placed on the salary schedule until they can be appropriately evaluated. The evaluation and any expense incurred in the evaluation is the sole responsibility of the Bargaining Unit Member.

CLASS A - AB Degree - All units referred to below are semester units.

CLASS B - AB plus 12 additional approved upper division or graduate level units and a regular California Teaching Credential.

CLASS C - Qualify for Column B and have 12 additional approved upper division or graduate level units for a total of 24.

CLASS D - Qualify for Column C and have 12 additional approved upper division or graduate level units for a total of 36 units

CLASS E - Qualify for Column D and have 12 additional approved upper division or graduate level units for a total of 48 units.

CLASS F - Qualify for Column E and have a total of 60 units (upper division or graduate level)

CLASS G - Qualify for Column F and have a total of 72 units (upper division or graduate level)

B. Salaries according to Class and Step

Step	Class A	Class B	Class C	Class D	Class E	Class F	Class G
	No. Degree	+12	+24	+36	+48	+60	+72

C. Requirement explanations:

1. Any Bargaining Unit Member who possesses partial credential fulfillment, but is hired to teach under other levels of approved certification (i.e., emergency permit, intern permit, waiver), will be placed and remain in “Class A” until evidence of a regular credential is submitted to the district.
2. Credit for experience either outside or within the District:
 - a. Outside: Regular Certificated Bargaining Unit Members, newly hired beginning with the 05-06 school year will receive year for year credit up to 10 years upon ratification, but beginning no earlier than July 1,

2005. Maximum placement will be Step 11. Partial credential fulfillment is considered regular for purposes of vertical salary placement.

- b. No credit shall be given for experience for part-time or substitute teaching.
 - c. One year of credit will be given for experience for one-half ($\frac{1}{2}$) year in the same district in which the Bargaining Unit Member is under written contract and will apply toward tenure. This could be one-half ($\frac{1}{2}$) time for a full year or one complete semester or term at full time.
 - d. One year of credit will be allowed for the first two years of military service. In addition, one year of credit for salary purposes will also apply for longevity for retirement health benefits.
3. To qualify for purposes of lateral movement on the salary schedule, all courses must be approved 3 days in advance by a site administrator and forwarded to the district personnel department in order to guarantee processing. The request is to give the course title, number, number of units and a brief statement as to the contents of the course. All courses must be upper division or graduate level with the exception of: a maximum of six (6) lower division units may be taken by a Bargaining Unit Member during his/her career as a Bargaining Unit Member in the District providing said units are not in the Bargaining Unit Member's major or minor fields. In addition, a career maximum of two (2) courses of lower division Spanish will be accepted for lateral movement on the salary schedule with the superintendent's (or designee's) approval.
4. Bargaining Unit Members must provide a transcript of units earned by June 1st of current year in order to qualify for a change in the column placement for the succeeding contract year. Transcripts must arrive by June 1st at 4:00p.m. Column change will be effective July 1st. Before being placed on classes D, E, F, or G, an official transcript must be filed with the District.
5. In determining a Bargaining Unit Member's classification on the salary schedule, no units will be counted which were taken by the individual before graduation. "Blended program" credential holders and placement on salary schedule will be on Column C (24 units) as documented on

transcript. After initial hire date, units completed by Bargaining Unit Member will be used for column progression and must be upper division. Definition of Blended program: a 4 year program that leads to the bachelor of arts degree a Preliminary Teaching Credential with CLAD emphasis and meets the CTC standards for Bargaining Unit Member preparation.

6. If a Bargaining Unit Member's expenses are paid by the District to a workshop or conference, where credit is given, such will not apply toward professional growth. This does not apply if time is outside of regular class time and the Bargaining Unit Member pays for the course.
 7. The final decision on salaries will remain with the Board of Trustees.
 8. Bargaining Unit Members that teach on less than a full-day basis will have a contract salary in proportion to a full day. For this purpose the teaching day, excluding staff meetings, night programs, etc., will be considered a total of seven and one quarter ($7 \frac{1}{4}$) hours per day excluding the lunch period. Faculty meetings, in-service days, parent conferences, open house, etc., as required by management. The seven and one quarter ($7 \frac{1}{4}$) hours does not apply to personnel that receive a percentage of salary above the schedule.
 9. Any Bargaining Unit Member who becomes certified in CPR and First Aid by April 1st will receive one unit of increment credit on the salary schedule. Proof of certification from the American Red Cross, or equivalent certification, will satisfy this requirement. One (1) unit of credit may only be given once every three (3) years upon community (adult and children) certification or re-certification.
 10. For the district nurse, as long as he or she is considered a credentialed employee and therefore is a Bargaining Unit Member, provisions can be made to accept hours or professional development at a ratio of fifteen (15) training hours is the equivalent of one (1) unit for the purposes of movement on the pay scale. This provision shall be implemented only with the prior agreement of the Association and the District.
- D. Bargaining Unit Members asked to teach subjects or conduct regularly organized activities beyond their normal every day load are to be paid as per the following schedule. Notice of vacancy for the extra-duty assignments listed herein shall be

posted prior to being filled and all interested Bargaining Unit Members may apply. If a Bargaining Unit Member is unable to fulfill the duties/responsibilities for the position, and it is necessary for that position to be filled by another, the stipend will be prorated. Typically stipends are prorated to the number of months worked.

1. The District will first seek volunteers for extra duty assignments. In the event there are no volunteers, the Association shall do everything in its power to seek volunteers.
2. Bargaining Unit Members may be assigned to teach District-designated Sheltered English Plus, English immersion, or newcomers' classes. This designation will be triggered by the enrollment of a student who is given primary language support by the Bargaining Unit Member as dictated by District Board Policy (BP6174). Bargaining Unit Members in this assignment working toward Bilingual certification shall be paid three percent (3%) of the base salary (Step 1, Class A); Bilingual credentialed or certificated Bargaining Unit Members shall be paid four percent (4%) of the base salary (Step 1, Class A) as a stipend. The stipend shall be proportional to the amount of the day the Bargaining Unit Member is assigned to a designated class. When a Bargaining Unit Member is designated for part of a year, the stipend will be prorated for the time actually assigned. Qualified Bargaining Unit Members will be available for supplementary translating services in the school setting.
3. Priority for home and hospital assignments will be given to student's current Bargaining Unit Member or Bargaining Unit Members. If declined, the extra paid duty selection process will apply.
As per selection procedures below, Bargaining Unit Members may undertake extra duty assignments and be paid as per each category below, up to maximum 3% (class A, Step 1 base salary). For extra paid duty selection for Exhibit B, Section D and tutoring contracts, summer school, Saturday School, home and hospital, long-term independent study, and adult education see the following:
In filling vacancies for categories 1, 2, 3 the following criteria shall be considered in this order:
 - a. Appropriate credential, authorization or education training

- b. District Seniority – first date of paid service
 - c. Previous district teaching experience (in that particular vacancy), including number of years taught.
 - d. Bilingual skills or other special skills, etc., in that particular vacancy.
 - e. If all the above criteria are equal, decision will be made by lottery.
 - f. At the end of the year, the assignment will end.
4. Extra Duty Hourly Rate: Bargaining Unit Members will be paid the rate of forty dollars (\$40.00) per hour for extra duties. Examples of extra duties may include Saturday School, Summer School, Independent Study, Curriculum Nights, Parent Involvement Nights, Home-Hospital Study, Curriculum Development, Grading Proficiencies, etc.
 5. Category 3: Tutoring Duties: Tutoring contracts will be offered as funding is available at the extra duty hourly rate. Tutoring contracts will be offered for pay only. Documentation of student attendance will be required. K – 8 tutoring: Bargaining Unit Members tutoring after school can leave upon completion of tutoring, but not before the end of the contracted work day.
 6. Other - With prior approval of principal and superintendent, Bargaining Unit Members may undertake extra duty assignments and be paid at the extra duty hourly rate of forty dollars (\$40.00) per hour.
 7. An allowance of a designated percentage of the base salary (Step 1, Class A) on the salary schedule will be paid to Bargaining Unit Members for performing the following duties. Stipend positions can be added or deleted through the negotiation process. Established stipend positions may be filled or re-designated by the site administrator. These positions are authorized but may not be filled if the program or activity is not actively being conducted or engaged in at the site listed:
 - a. Hester.
 - 1) Grade Level Coordinator - (2) 3%.
 - 2) Primary Reading Coordinator - (2) 3%.
 - 3) Site Technology Coordinator - (1) 3.5%.