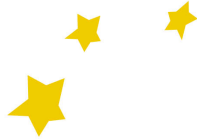




Great Schools  
Successful Kids



FULLERTON  
SCHOOL  
DISTRICT



**AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES  
AND  
THE FULLERTON ELEMENTARY TEACHERS ASSOCIATION  
OF THE  
FULLERTON SCHOOL DISTRICT  
OF ORANGE COUNTY, CALIFORNIA**

**July 1, 2021 through June 30, 2024**

**Adopted: March 15, 2022**



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**ARTICLE 1 AGREEMENT, TERM, and REOPENERS**

- A. This is an agreement made and entered between the Fullerton School District of Orange County, California, hereinafter referred to as “District”, and the Fullerton Elementary Teachers Association/California Teachers Association/National Education Association, hereinafter referred to as “Association”.
  - 1. This agreement will remain in full force and effect from July 1, 2021, through June 30, 2024 except as specifically stated otherwise.
- B. The parties agree that the provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory.
- C. The Board of Directors of the Association, or its designated representatives, shall be the only parties who may represent the Association in any matters related to this Agreement.
- D. For the 2022-2023 school year, the District and Association shall reopen Article 8 Hours of Employment, Article 16 Salaries, Article 17 Fringe Benefits, and up to two (2) additional choices per bargaining group.
- E. For the 2023-2024 school year, the District and Association shall reopen Article 8 Hours of Employment, Article 16 Salaries, Article 17 Fringe Benefits, and up to two (2) additional choices per bargaining group.

## **ARTICLE 2 RECOGNITION**

The Board of Trustees of the Fullerton School District recognizes the Fullerton Elementary Teachers Association/California Teachers Association/National Education Association as the exclusive representative for the purposes of the Rodda Act (Government Code Sections 3540, et. seq., Title I, Division 4, Chapter 10.7) for the following certificated positions, including but not limited to:

Adaptive P.E. Teachers  
Alternative Education Teacher (multi-age)  
COTSEN Mentor  
Counselors  
Dual Immersion Teacher  
FOCUS Teacher  
Librarians  
Literacy Coach  
Multiple Subject Teacher – Primary  
Multiple Subject Teacher – Upper  
Nurses  
Pre-School Teachers – Head Start, Day Care and State Pre-School  
Resource Teacher  
RTI Teacher  
Single Subject Teacher  
Special Day Class Teachers  
Speech and Language Pathologists  
Teacher on Special Assignment (TOSA)

and excluding all other certificated positions not designated, including:

Assistant Principals  
Assistant Superintendents  
Chief Technology Officer  
Substitute Teachers  
Directors I, II, III,  
Mental Health Coordinator I, II, III  
Principals  
Program Coordinators I, II, III  
Program Specialists I, II, III  
Psychologist Intern  
Psychologists  
Student Teachers  
Superintendent

The Board of Trustees and the Fullerton Elementary Teachers Association/California Teachers Association/National Education Association agree that the composition of the bargaining unit is appropriate and that they will not seek a clarification or amendment of the unit, either as to the specific exclusions or the specific inclusions, except that both parties reserve the right to seek unit clarification on any new certificated job classification which may be created and is not listed above.

## **ARTICLE 3 DEFINITIONS**

### **AGREEMENT**

The contract between the Board of Trustees and the Fullerton Elementary Teachers Association.

### **BARGAINING UNIT MEMBER**

See Teacher.

### **BOARD, OR BOARD OF TRUSTEES**

The public school employer.

### **DAY**

Shall mean a day on which a teacher is required to render service to the District.

### **DISTRICT**

The Fullerton School District of Orange County, California.

### **EMPLOYEE**

See Teacher.

### **EVALUATOR**

The administrator, or designee, of the school or department to which a teacher is assigned and by whom the teacher is evaluated.

### **IMMEDIATE ADMINISTRATOR**

That member of the District's management team that has immediate jurisdiction over a teacher.

### **PAID LEAVE OF ABSENCE**

A paid leave of absence shall be a leave with full or partial continuation of salary and other benefits.

### **PERSONAL LEAVE**

An unpaid leave of absence for reasons not covered elsewhere in this Agreement.

### **TEACHER**

A member of the bargaining unit as defined in Article 2 - Recognition.

### **UNAUTHORIZED LEAVE**

An absence from work without proper authorization.

### **UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence shall be a leave authorized by the District without pay. Health and welfare benefits shall be paid by the District up to the end of the pay period in which the leave began.

#### **ARTICLE 4 NEGOTIATION PROCEDURES**

- A. The Association shall submit to the Board an initial proposal for a successor agreement no earlier than the first regular Board meeting in January, or later than the first regular Board meeting in May. Both parties shall, subsequent to this initial proposal, meet and negotiate in good faith no later than the last working day in May. Thereafter, all tentative agreements reached between the parties shall be reduced to writing and signed.
- B. Either party may utilize the services of outside consultants in negotiations.
- C. The Board and the Association may discharge their respective duties, utilizing authorized officers, individual representatives, or committees.
- D. Negotiations shall take place at mutually agreeable times and places, including the regular school day, provided that meetings shall be held within a reasonable time from receipt of a written request from either party.
- E. The District shall release not more than five (5) representatives for attendance at negotiating meetings and sessions with the Board representatives and formal impasse proceedings. The Association shall be granted a pool of fifty (50) total days of released time, without loss of compensation, for the bargaining team members for the purposes described herein. No more than two (2) consecutive days of released time, as described herein, may be used without the mutual agreement of both parties, and no released time shall be granted to teachers during the last week of any school quarter or semester without the mutual consent of the parties. No portion of this released time allocation shall be used in less than half-day (1/2) increments. Teachers utilizing this released-time allocation shall follow normal District procedures for prior notification of absence in order that necessary substitutes may be secured. Payment for substitute costs necessitated by the allocation of teacher released time as described herein shall be paid for by the District.
- F. Within a reasonable time after written request, the Board shall provide the Association with copies of all county and/or state required reports and all public documents that are reasonably related to the negotiation process, and copies of all non-confidential budget documents that are presented to the Board. The first copy of said documents shall be provided without charge; additional copies which may be provided shall be billed to the Association at actual cost. The District shall maintain its present practice with regard to distribution of Board meeting agenda materials to the Association.
- G. Not later than November 1, the District shall furnish the Association with a distribution of personnel represented by the Association on the respective salary schedules on the basis of class and step as of October 1.
- H. The District shall provide intra-district mail pickup and delivery service to the Association office on Tuesday and Thursday of each week during the school year.



## **ARTICLE 5 ASSOCIATION RIGHTS**

- A. Association representatives shall have the right to make reasonable use of school buildings and facilities under civic center act provisions at all reasonable hours when not in use.
- B. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school plant in areas frequented by teachers, and the Association shall provide the administration with a copy of the notice at the approximate time of posting. The Association may use the regular District mail service and teacher mailboxes for communications to teachers.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times after notifying the administration, as long as such Association business does not interfere with the assigned duties of teachers.
- D. Following the established procedures for agenda item submission, the Association may submit agenda items for Board of Trustees' meetings, provided that such items do not contravene the meet and negotiate process. Under the Question and/or Comment portion of the Board of Trustees' agenda, the first three items shall be reserved for any comments that recognized or certified employee organizations may care to make.
- E. Names and assignments of all employees represented by the Association shall be provided to the Association no later than November 1 of each school year. The Board shall make subsequent information available as it becomes known.

Within 30 days of hire or by the first pay period of the month following the hire, the District shall provide the Association president with the name; job title; department; work location; work, home, and personal cellular telephone numbers; personal email addresses on file with the employer; and home address of the newly hired employees represented by the Association.

- F. The District shall make five (5) copies of the District personnel directory available to the Association, upon written request after publication of said directory.
- G. The District and Association shall collaboratively plan the new certificated employee pre-school orientation meeting at least ten (10) days prior to the date of the new certificated employee pre-school orientation session. Time will be provided on the agenda of any District pre-school orientation session for announcements by Association spokespersons of upcoming Association activities or programs.

The District shall notify the Association within ten (10) days after the start date for any new employees represented by the Association who begins in a new assignment after the beginning of the school year and therefore is not able to attend the new certificated employee pre-school orientation session. The new employee represented by the Association will be released from a teacher collaboration early release Wednesday within thirty (30) calendar days of hire in order for an Association spokesperson to provide information on upcoming Association activities or programs.

- H. The Association president may receive paid release time for up to one-half a full time unit position. Such release time shall only be used for Association business as it relates to the District.

The object of the leave is to enhance communication between the District and the Association. Consequently such release time shall not be used for any purpose which is in conflict with other provisions of the Agreement. The assignment held by the Association president must be conducive to the release time assignment requested. If not, the assignment shall be changed by mutual agreement of the parties. An Association president, whose work year is split between release time, and work time, as provided by this section, shall not use any work time for Association business.

- I. On the second Thursday of each month, members of the FETA Representative Council will normally be free to attend after school Association meetings or activities. If the District holds a meeting on the second Thursday of the month, upon request of the representative council member, he/she will be released.
- J. In the event there is an Executive Order and/or Legislative action declaring a State of Emergency that requires a change in program/instructional delivery, consultations will take place amongst FETA and FSD representatives regarding any proposed changes in program/instructional delivery.

## **ARTICLE 6 DISTRICT RIGHTS**

- A. The exercise of the following powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- B. 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 right to: determine the times and hours of operation; determine the kinds and levels of services to be provided and the means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline teachers, except as limited by the provisions of this contract.
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The declaration of an emergency and consequent action by the Board shall not be subject to the Grievance Procedure. Emergency shall be defined as a natural disaster, national emergency, act of God, or epidemic or similar catastrophe.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A grievance is a complaint that an action has been taken which breaches a specific provision of this Agreement and adversely effects an employee, employees or the Association (herein grievant). This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the Grievance Procedures be used for other matters for which specific methods of review are provided by law, or District policies, rules, or regulations.
2. In a case of multiple grievance claims on the same issue, the District and the Association may mutually agree to process only the first written grievance filed, and the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances.
3. A “conferee” shall mean any one Association representative selected by the grievant to assist the teacher in presenting and processing the claimant’s grievance. An immediate Administrator with whom a grievance is filed may also choose a representative in processing grievances. A grievant shall have the right to Association representation at any level of this procedure.
4. “Immediate Administrator” shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.
5. A “District grievance form” shall mean a District-provided form, completed in writing by the grievant within twenty (20) days of the occurrence or within twenty (20) days of when the grievant could reasonably have known of the occurrence, act, or omission giving rise to the grievance.

### **B. General Provisions**

1. The purpose of the Grievance Procedure is to attempt to secure solutions that are consistent with this Agreement. All parties agree that these proceedings will be kept confidential, and that the grievant and immediate Administrator should attempt to resolve the grievance at the informal level.
2. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance, but upon request of the grievant, the Immediate Administrator shall place the order, requirement, or directive in writing.
3. Nothing contained herein shall be construed as limiting the right of any grievant to discuss a grievance informally with his/her Immediate Administrator, or to have the grievance adjusted prior to Level V, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at any level shall not be agreed upon by the District until the Association has been provided a copy, and allowed an opportunity to

respond either in writing, or in a conference, or both, with the appropriate Administrator.

4. The filing of a grievance shall not result in adverse action upon, or reflect unfavorably upon the grievant, or upon the Immediate Administrator with whom it may be filed.
5. The grievant and Immediate Administrator shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be in addition to the conferee that either party may select.
6. Formal grievances (Level II) shall be logged in the order received by the Level I administrator, and each grievance will be taken up in that order. Specific time limits will begin at the time the respective grievance is initially reviewed by the Immediate Administrator, but in no case shall the initial review by the Immediate Administrator take place later than fifteen (15) days after the filing of the formal grievance. The Association and the District may mutually agree to consolidate the processing of multiple grievances of a similar nature.
7. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved, another grievance based on that particular incident may not be filed.
8. A grievant who fails to comply with the time limits established in this Procedure shall forfeit all rights to apply the Grievance Procedure for the alleged contract violation.
9. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
10. The District shall provide the Association with a pool of twenty-five (25) days of substitute service for released time purposes for processing grievances. Payment for substitute service in excess of twenty-five (25) days that is required for processing grievances at the arbitration level shall be borne by the Association. Substitute service, as described herein, shall not be provided in less than half-day increments.
11. The time limits described in this Article may be extended or modified upon the mutual agreement of the parties.
12. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

C. Informal Level  
Level I

The teacher shall meet with the Immediate Administrator to discuss the potential grievance in an attempt to resolve it informally. Either the teacher or the Immediate Administrator may bring a conferee to this informal meeting. If the potential grievance is not resolved at this level, the teacher may proceed to Level II.

D. Formal Procedure  
Level II

Within twenty (20) days of the occurrence, or within twenty (20) days of when the teacher could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on District-provided form to the Immediate Administrator. The grievant shall provide, on the District form, a clear and concise statement of the grievance, identifying the specific provision(s) of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The Immediate Administrator shall communicate a decision to the teacher in writing within fifteen (15) days after receiving the grievance, or fifteen (15) days after the informal procedure of Level I, whichever is longer. If the Administrator does not respond within the time limits, the grievant may appeal to the next level.

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

Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, or his/her designee, within ten (10) days. This written appeal statement should include a copy of the original grievance, the decision rendered at a previous level, and a clear, concise statement of the reasons for the appeal. The Superintendent, or his/her designee, shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Superintendent, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.

Level IV Conciliation

If the grievant is not satisfied with the decision at Level III or if there is no decision within the time limits, the grievant may request conciliation within ten (10) days from the receipt of the Level III decision or from the expiration of the time limit for management's Level III decision.

If the grievant requests conciliation, the parties will set a meeting with a Conciliator from the California State Conciliation Service as soon as reasonably possible for all parties.

Level V Arbitration

If the grievant is not satisfied with the results of Level IV Conciliation he/she may request the Association to submit the grievance to arbitration. If the Association concurs with the employee's request for arbitration, the Association shall, within ten (10) days of the conclusion of Level IV Conciliation, submit a request in writing to the Superintendent for

arbitration of the dispute, and the District shall comply with the request except in cases of disputed arbitrability which shall be provided for hereinafter.

The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within seven (7) days, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot.

The fees and expenses of the Arbitrator and the hearing shall be borne equally by the District and the Association, subject only to the provisions of the Agreement. All other expenses, including fees for witnesses and conferees or the costs of substitutes for witnesses and conferees, shall be borne by the party incurring them, except as provided elsewhere in this article.

The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the Arbitrator shall rule on the arbitrability of the issues and shall submit his/her decision to the parties. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

After a hearing, and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit, within thirty (30) calendar days to all parties, the written findings, and decision.

#### Level VI Arbitrator Decision and Award

The Arbitrator's decision and award shall be final and binding on all parties.

If an arbitrator rules that a grievance submitted to arbitration under this Article is not arbitral, then the fees and expenses of the Arbitrator and the hearing shall be borne solely by the Association.

## **ARTICLE 8 HOURS OF EMPLOYMENT**

- A. The work week for a full-time teacher shall be not less than 37-1/2 hours, normally to be rendered in units of 7-1/2 hours of school-based service per day, inclusive of a thirty (30) minute duty-free lunch period. The normal seven and one-half (7-1/2) hours of school-based services per day shall be structured and directed by the teacher's immediate administrator. The service may on occasion extend beyond the normal service day and shall be in conformity with the teacher's job description and may include such activities as:
1. Instructional Activities
  2. Preparation Activities
  3. Student Diagnostic and Assessment Activities
  4. Correcting/Checking Student Work
  5. School and Student Record Maintenance
  6. Campus and Student Supervision
  7. Parent Conferences
  8. Staff, Departmental and Faculty Meetings
  9. Professional Growth and In-service Meetings
  10. Curriculum Development
  11. District Committee Assignments

With the approval of their immediate administrator, teachers may incorporate morning and afternoon relief periods into the daily work schedule.

- B. Each teacher, in addition to the work week described above, may be required to attend school and district sponsored events. School site principal and staff will make a reasonable effort to set a yearly site calendar, including school-wide and District sponsored events. Changes and adjustments may still occur throughout the year, but the principal will confer with the staff to assist in calendaring such events.
- C. Junior High Schools Preparation Periods – A preparation period will be scheduled for full time regular education teachers with six instructional periods per day. The preparation will be normally equal in minutes to one of their instructional periods for the day.

Due to the unique model of the K-8 schools a preparation period will be scheduled for 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade full time regular education teachers. The administrator will arrange a preparation period and attempt to make that period equal in minutes to one of their instructional periods for the day.

RSP and SDC teachers assigned full time to a junior high will receive a period of



preparation, if all mainstreaming needs of their students are adequately met.

1. In the event of an emergency, and only in the event of an emergency, an employee may be directed during his or her preparation period to substitute for another employee.
2. In the event of an emergency, and only in the event of an emergency, which does not occur during a preparation period, an employee may be directed to supervise, in addition to his or her own class, or regular assignment some portion of another employee's class.
3. Internal substitution assignments shall rotate and be equitably distributed among employees.
4. An emergency shall be deemed to exist when:
  - a. the District, having made a reasonable effort, cannot secure a daily, part-time or hourly substitute; and
  - b. no volunteers have been pre-arranged or are forthcoming.

D. Additional Teaching Periods

1. The administration will determine if there is a vacancy for an additional teaching period to be added to a full-time teacher's assignment.
2. The administration will notify the staff when there is an additional teaching period available.
3. The assignment will be filled among the full-time permanent unit members at the site who volunteer for the additional teaching period.
4. The administration will use the following criteria to fill the additional teaching period: appropriate credential, subject matter experience and success in teaching assignments.
5. If the criteria listed above are judged equal by the administration, then District seniority shall be the determining factor.
6. The teacher who fills the vacancy shall receive additional salary equal to one-seventh (1/7) of the teacher's daily rate.
7. A teacher cannot work an additional period longer than one semester unless there is an agreement between the Association and the District.

E. If there is a District wide CSR, teachers will be provided with one-half (1/2) day of sub time twice yearly for those with kindergarten and 3-6 grade non-CSR classes, and

elementary mild moderate SDC classes. Such time shall be used for conferences, conference prep, data input, data analysis, testing, grade level meetings, and other work as mutually agreed upon between the employee and supervisor. It is intended that school sites coordinate this time among teachers and the site administrator in order to minimize the amount of substitute time provided. Unscheduled or unused substitute time shall not be carried over to the second half of the year.

F. IEP case managers will make reasonable efforts to schedule Individual Educational Plans (IEP's) during the teacher's normal work day. If an IEP meeting continues beyond the teacher's normal work day for more than one hour, participation will be on a voluntary basis, or another meeting will be scheduled. IEPs may be conducted no more than 30 minutes before the start of the instructional day. The scheduling of IEP meetings before the start of the instructional day shall not be excessive.

1. By September 15 of each school year, IEP teams at each school site will inform the Principal and provide a calendar of their projected substitute needs for the school year. The Principal will review the proposed calendar and collaboratively develop a plan with the IEP teams to meet their projected substitute needs. Principals will work with Special Education department for support if needed.

G. The use of the restructured Wednesdays should be reviewed by staff at school sites and calendared in advance to assist all school staff in their planning. The use of the restructured Wednesdays shall be utilized in accordance with Section "A" above, and examples of activities that may be done for each type of Wednesday will be provided by a joint memo between FETA and the District to be distributed no later than March 30, 2018.

1. All Wednesday Early Release Day schedules will be collaboratively developed and calendared in conjunction with the student attendance calendar by the District and the Negotiations Team. Wednesday Early Release Days will continue to be designated for District, Principals, Grade Levels, and Teachers. Principal Wednesday staff development agendas will be collaboratively developed by each site principal and staff and will include time for practical planning and implementation of new material.

2. The thirty-eight (38) Early Release Wednesdays shall be allocated at the elementary/K-8 schools as follows:

- Teacher planning - 11 Wednesdays (29%)
- Grade level planning - 10 Wednesdays (26%)
- Conference Preparation - 2 Wednesdays (5%)
- Parent Conferences - 2 Wednesdays (5%)
- Report Card Preparation - 3 Wednesdays (8%)
- Principal/District PD - 8 Wednesdays (22%)
- Regular Student Days - 2 Wednesdays (5%)

3. The thirty-eight (38) Early Release Wednesdays shall be allocated at the junior high schools as follows:

- Teacher Planning 8 Wednesdays (21%)
- Teacher Planning/Progress Report Preparation 4 Wednesdays (11%)
- Professional Learning Communities (PLCs) 11 Wednesdays (29%)

- Conference Preparations 2 Wednesdays (5%)
- Professional Development 1 Wednesday (3%)
- Report Card Preparation 4 Wednesdays (10%)
- Principal/District PD 8 Wednesdays (21%)

If the number of Wednesdays in a school year is more or less than thirty-eight (38), the District and Negotiations Team shall collaboratively adjust the number of Wednesdays above keeping the percentages as close as possible to those listed above.

- H. Starting 2016-2017 school year, all full day K-6<sup>th</sup> grade elementary classroom teachers will have a minimum of two 50-minute periods of time per week for collaboration during the work day. One 50-minute period of time per week will be for PLCs. The other 50-minute period of time a week can be for finishing necessary PLC activities and PLC grade level planning or for activities mutually agreed upon by the site principal and grade level teams. Principals that develop more than two 50-minute periods of time will consult with grade level teams regarding the activities that will occur during these additional periods. Formal PLC notes will be submitted once per week. For the current school year, schools currently meeting in this minimum of two 50-minutes of time per week structure will adhere to the purposes established in this agreement.
- I. Spring Conferences (K-8 Focus): For spring conferences, teachers will be expected to conference with the parents/guardian of all students who are not performing at grade level standards on multiple measures and/or with the students who are earning below a C in one or more classes. Other conferences may be scheduled if requested by the parent, principal, or teacher. Behavior and attendance concerns should be addressed as well as academic concerns.
- J. The first two (2) contracted non-student duty days be shared equally between the District/Site Administration and the teachers. The District/Site Administration shall use the first contracted non-student duty. Teachers shall use the second contracted non-student duty day in order to prepare for the upcoming school year.

**ARTICLE 9 WORK YEAR**

A. The instructional year shall normally be 180 days, and the duty year shall be 185 days. All newly hired certificated unit members will work 186 days during their first year, and will be compensated for this one (1) additional work day to attend a one-day mandatory new certificated employee orientation.

B. Instructional time shall comply with minimums specified in the Education Code:

Kindergarten	36,000 minutes per year
Grades 1-3	50,400 minutes per year
Grades 4-8	54,000 minutes per year

In 1985-1986, the average minutes per year at each grade level were adjusted as necessary to reduce the difference between school sites. The district average at each grade level shall not be increased except to comply with the Education Code. Any minor adjustments to accommodate bus schedules may be implemented only after consultation with FETA. In no case shall instructional time be adjusted to the extent that the District would be penalized by a loss of revenue.

However, beginning in September 1992, pupil contact minutes equal to five standard days will be added at schools where needed to prevent the necessity of makeup days in the event of hot weather. Specifics will be developed at each affected site.

C. School Calendar

There shall be a Calendar Committee which shall meet as needed to develop the student attendance calendar. The committee shall include representatives of all interested parties as decided by the District after consultation with FETA. The committee shall include a least one (1) member nominated by FETA. The committee shall send a recommendation to the Board of Trustees for action at a Board meeting that occurs no later than March 15 of the school year in which the committee is meeting.

D. Work Calendar

Upon the conclusion of the Calendar Committee's recommendation to the Board, the District and FETA shall meet and schedule teacher work days.

## **ARTICLE 10 TRANSFERS**

### **A. Definition**

A transfer is defined as a change in the professional assignment to a different school, or when a shift of more than two grades is involved.

### **B. Transfers Due to Closing of a School**

In the event that a school is closed, the following procedure shall be used in placing teachers in new assignments.

1. A roster of the teachers employed at the school that is closing shall be prepared in order of District seniority.
2. The list of vacancies will be posted at the school to be closed.
3. Teachers transferred under the provisions of this section shall then be placed according to the following criteria:
  - a. Possession of required credential.
  - b. Special training for a particular assignment.
  - c. Special experience for a particular assignment.
  - d. Preference of the receiving Principal.
  - e. Preference of the teacher.

All other criteria being equal, the teacher with the most District seniority shall have first choice of position.

### **C. Teacher-Initiated Transfer**

A teacher may request a transfer to take effect during the school year or at the beginning of the next school year. A transfer request will be considered complete when the teacher has applied to a vacancy.

1. Where the request is made for a transfer to take effect during the school year, it shall be made during the posting of the notice of vacancy.
2. Where the request is made for a transfer to take effect at the beginning of the next school year, it shall be made at any time prior to the close of a specific posting that arises before or on the Friday of the second week of June each year.
3. Openings will be posted on the Fullerton School District Personnel Vacancy page and on EdJoin. The Certificated Personnel department will send vacancy posting emails to teachers for all vacancies that arise prior to or on the Friday of the second week of June each year. Current FSD teachers will follow a simplified application process which includes:
  1. Name
  2. Contact Information
  3. School Preference
  4. Grade Preference
  5. Update Resume attached (including: education, experiences, professional development, grades taught, committee participation, site and District leadership roles, etc.)
  6. Legal Information (check boxes on application form)

7. Electronic Signature
4. All requests for transfers shall be considered on the basis of these criteria:
  - a. Valid Credentials to perform the required services;
  - b. The length and quality of teacher service to the District, as contained in formal evaluations;
  - c. Approval of the receiving principal;
  - d. The needs and efficient operation of the District; and
  - e. The preference of the teacher(s).

A teacher who is denied a transfer based on the disapproval of the receiving principal may request and shall be granted a meeting with the administration and/or written rationale for the denial. Other criteria being equal, the teacher with the greatest number of years experience with the District shall be entitled to the position.

5. Transfer requests shall be given priority consideration after those transfers due to the closing of a school as covered in Section B, except in such cases where the filling of a position with a voluntary transfer applicant would necessarily result in the layoff of another teacher, in which case the teacher to be laid off shall be given priority consideration.
6. The transfer list will no longer be effective for vacancies posted after the Friday of the second week of June each year. Notification will NOT be sent to employees of the district and there will NOT be preferential treatment with regards to interviews for those employees. It will be the responsibility of the employee to monitor Edjoin after the Friday of the second week of June each year in order to participate in the interview process.

D. District Initiated Transfer

A transfer may be initiated by the District for any of the following reasons:

1. Change in enrollment;
2. Need for teachers specially credentialed and/or trained;
3. Mutual agreement to move a teacher to another environment to facilitate professional improvement and is not to be used in consecutive years;
4. Staffing ratio adjustment;
5. The welfare of the students or the welfare of the employee.
6. Documented Skills and Abilities.

E. District Initiated Transfer of Special Education Teacher

A transfer may be initiated by the District for any of the following reasons:

1. Change in enrollment;

2. Need for teachers specially credentialed and/or trained;
3. Program adjustment;
4. Staffing ratio adjustment;
5. The welfare of the students or the welfare of the employee.
6. Documented skills and abilities.

When the District initiates a transfer, the unit member shall be provided with information to support the reason(s) for the transfer. At the request of the employee, a conference will be held with the Director of Student Support Services. Every attempt will be made to notify staff of next year's assignment prior to the last certificated staff workday for the school year.

Certificated staff subject to district initiated transfers shall have the right to indicate preference from a list of vacancies.

In the event that transfer is necessitated by decrease in enrollment, the Immediate Administrator shall first determine if there are volunteers for transfer. If there are no volunteers, the Immediate Administrator shall use the following criteria in designating the transferee:

1. Credentials to perform the required services in remaining positions.
  2. Specialized training and experience needed in a particular assignment.
  3. All other factors being equal, the teacher with the least site seniority shall be transferred. Whenever the District determines that a certificated staff member is to be involuntarily transferred, the staff member shall be notified in writing within ten (10) days.
- F. In the event of a district initiated transfer of a teacher from one school site to a different school site, the teacher shall be provided with three (3) working days free of student responsibilities to complete the move and to prepare for the beginning of the new class. This applies only to involuntary transfers that occur during the school year.
1. In the event of a principal initiated involuntary classroom move of a classroom teacher (K-8) within a school site, the school site shall provide the teacher with one day of substitute pay at the lowest full-day rate for a substitute teacher (no release time will be provided). In addition, the site will help facilitate the classroom move by providing custodial assistance and boxes as determined by the principal.
- G. Subject to the provisions of this Article, the final determination regarding transfers shall be made by the Superintendent.

## **ARTICLE 11 EVALUATION PROCEDURES**

- A. The District and FETA agree that all certificated employees, where appropriate based on assignment, will review appropriate student achievement data to determine areas of focus for goals based on “Guaranteed and Viable standards.”
- B. The District and FETA agree that all certificated employees who are on-cycle for evaluation will complete the Goals and Activities section of the Reflective Evaluation Form (REF) for all three (3) focus areas based upon the appropriate REF.
- C. Certificated employees who are being evaluated will complete all sections of the REF:
1. The completion of the Part A section should be done through dialogue with the individual certificated employee or, where pertinent, the subject matter team or PLC team.
  2. Observations and data collection will take place for all certificated employees throughout the year.
  3. All observations for permanent certificated employees on evaluation cycle will consist of informal walk-through and feedback:
    - a. Probationary, temporary, and intern certificated employees shall also participate in at least one (1) formal lesson observation occurring prior to winter break.
    - b. Permanent certificated employees on an assistance plan shall also participate in at least one (1) formal lesson observation occurring prior to winter break.
    - c. Formal lesson observations may consist for a pre and post lesson meeting, a written formal lesson plan, and a formal observation with the evaluator.
- D. Should it be the determination of the evaluator that deficiencies exist in the performance of the certificated employee, the evaluator shall determine what remedial action is necessary. The evaluator shall make specific recommendations as to areas for improvement in the certificated employee’s performance and shall provide a program to assist in the correction of any deficiencies, and allow sufficient time to demonstrate satisfactory improvement.
- E. Any certificated employee with permanent status who has received an assistance plan pursuant to Section 4 immediately above, who subsequently receives an overall performance evaluation rated as “At-Risk” shall be referred to the PAR Program as provided in Article 12.
1. Certificated employees who are recommended for PAR, based on the REF, will be noticed on page 1 (signature page) of the REF by checking the box for “Mandatory PAR based on REF” and an assistance plan will be created.

Certificated employees referred for PAR based on other performance concerns will be noticed on the Mandatory PAR Referral Form - Not related to REF. A committee jointly formed between FETA and the District will develop this form no later than December 31, 2019.



- F. Evaluator's feedback will be completed for each certificated employee who is being evaluated, shall be evaluated per the negotiated dates listed on the annually adjusted REF cover sheet as listed below:
1. Probationary, temporary, intern, or under an assistance plan:
    - a. Part 2B – Mid-year Administrator Feedback
    - b. Part 3B – Year End Administrator Feedback
  2. Permanent
    - a. Part 2B – Mid-year Administrator Feedback (may be completed verbally upon mutual agreement between the evaluator and certificated employee )
    - b. Part 3B – Year End Administrator Feedback
- G. All evaluation documents will be placed in the certificated employee's personnel file with all the protections and guidelines attributed to documents in the personnel file.
- H. At the request of the District and/or Association, an Evaluation Committee will be formed to provide recommendations to the negotiating teams regarding the evaluation process.
- I. Permanent certificated employees with ten (10) or more years of District experience in good standing will be evaluated every three (3) years upon agreement of the administrator. The administrator may choose to evaluate the employee on a more frequent basis, or the unit member may request a more frequent evaluation.
- J. The three (3) parts of the evaluation (Analysis and Strategy Planning, Mid-year Reflection and Feedback, and Year End Reflection and Feedback) shall comprise a biennial evaluation (unless earned Permanent off-cycle status, as defined in I) for approximately one-half of each site or department's certificated employees.
- K. All certificated employees who are probationary, temporary, intern, or under an assistance plan will be fully evaluated annually and will be noticed according to the timeline on the REF. All certificated employees who are permanent will be fully evaluated biennially (unless earned Permanent off-cycle status, as defined in I) and will be noticed according to the timeline on the REF.

\*\*\*The parties also agree that APPENDIX F – EVALUATION TIMELINE shall be removed from the agreement as this Appendix is no longer needed as this information is annually adjusted and agreed to by the parties on the cover page of the REF.\*\*\*

## **ARTICLE 12 PEER ASSISTANCE AND REVIEW**

The Association and the District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers participating in the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

### Section 1: Definitions for Purposes of this Agreement

- A. PAR Program: Allows exemplary teachers to assist other teachers in the areas of subject matter knowledge, teaching strategies, classroom management and/or teaching methods and instruction (as outlined in the Certificated Employee Summary Evaluation in the following categories: Student Progress, Learning Environment and Other Professional Responsibilities).
- 1. B. Referred Participating Teacher: Any teacher with permanent status who has received an assistance plan pursuant to Article 11, Section C5 and whose last overall performance evaluation was rated as “Does Not Meet Expectations”.
- C. Teachers Helping Teachers Participating Teacher: Any teacher with temporary, probationary, or permanent status who volunteers to participate in Teachers Helping Teacher (THT).
- D. PAR or THT Support Provider: An exemplary teacher meeting the requirements of this agreement and selected by the Joint Panel to provide assistance to a Participating Teacher.
- E. Joint Panel: A committee comprised of teachers and administrators whose responsibility is to direct the PAR program.

### Section 2: Joint Panel

- B. The Peer Assistance Program will be administered by a Joint Panel. The Panel shall consist of:
  - 1. Four (4) teachers selected by the Association. The Association may appoint one alternate teacher. The teachers should not be currently serving as or applying for the position of Support Provider.
  - 2. Three (3) school site administrators selected by the District.
  - 3. The Director of Education Services or Designee will serve as a liaison between the Joint Panel and Educational Services to facilitate budget planning, dissemination of information, and staff development and not be a voting member of the Panel.

- C. The Joint Panel shall regulate its own operations, subject to State laws and existing Board Policies.
- D. The Joint Panel members shall use their best efforts to reach consensus on all panel actions when a quorum is present. Absent consensus, actions shall be approved by majority vote. A quorum is defined to be a minimum of five (5) members of the seven (7) Joint Panel members, with at least one more teacher than administrator present.
- E. Responsibilities of the Joint Panel members shall include the following:
  - 1. Participate in annual training.
  - 2. Elect a Chairperson at the first meeting.
  - 3. Establish a calendar of meeting dates.
  - 4. Collaborate with Educational Services to develop an annual budget utilizing the ABIX Funds received by the District from the State.
  - 5. Select and assign Support Providers based upon identified need.
  - 6. Design the documentation format to be used by Support Providers.
  - 7. For Mandatory PAR: Review Support Provider's reports on each Referred Participating Teacher and recommend continued participation if necessary.
  - 8. For Mandatory PAR: Make confidential reports to the Superintendent or designee regarding the progress of each Referred Participating Teacher that shall be made available for placement in his or her personnel file.
  - 9. Submit an annual evaluation of the impact of the PAR Program, including recommendations for improvement, to the Superintendent or designee as a representative of the Board of Trustees and to the FETA President.
  - 10. All records shall be maintained by the Director of Educational Services or Designee.
  - 11. Change assignments of Support Providers as necessary.
  - 12. Discontinue term of service for Support Providers if necessary.
- F. Appointments to the Joint Panel shall be for three (3) years.

### Section 3: Support Provider

- A. The qualifications for the Support Provider shall be established by the Joint Panel, provided the teacher has:
  - 1. A credential and permanent status.
  - 2. At least three (3) years of in-district teaching experience.
  - 3. Substantial recent classroom experience.
  - 4. Demonstrated exemplary teaching ability.
- B. The application process for the position of Support Provider will include:

1. Written application screening, including two references (one from the site principal and one from another individual with direct knowledge of the applicant's abilities for the position).
- C. Support Providers will be available to provide services as needed.
- D. The Support Provider shall serve as determined by the PAR Panel.
- E. Responsibilities of the Mandatory PAR Support Providers:
1. Attend training as specified by the Joint Panel, when available.
  2. The Support Provider and the Site Administrator shall meet with the Referred Participating Teacher to discuss the PAR Program and to establish mutually agreed upon performance goals.
  3. The Support Provider and the Referred Participating Teacher shall develop the PAR Assistance Plan in the specific areas targeted in the evaluation by the Principal and develop a process for determining successful completion of the PAR Program.
  4. The Support Provider shall coordinate resources and activities to assist the Referred Participating Teacher in meeting the goals identified in the evaluation by the Principal.
  5. The Support Provider shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
  6. The Support Provider shall monitor the progress of the Referred Participating Teacher and shall submit to and discuss with the Referred Participating Teacher, Principal and Joint Panel periodic written reports.
  7. The Support Provider shall discuss his/her report with the Referred Participating Teacher to receive his or her signature before submitting the report to the Joint Panel.

#### Section 4: Mandatory PAR Participating Teachers

- A. The Referred Participating Teacher shall have the right to submit a written response to the Support Provider's report within ten (10) working days and have it attached to the final report.
- B. The Referred Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

- C. A Participating Teacher will be assigned to a Support Provider from a panel of teachers by the Joint Panel. The Participating Teacher may petition the Joint Panel for a different Support Provider.
- D. The Participating Teacher has the right of representation by the Association at any Joint Panel Meeting or any meeting with administrators, if the Participating Teacher's presence is required.
- E. A Referred Participating Teacher may have all documents pertaining to his/her participation in the PAR program removed from his/her personnel file, if, after two years the Referred Participating Teacher has demonstrated sufficient sustained improvement.
- F. Teachers Helping Teachers Participating Teachers shall NOT have any materials generated as a result of said participation placed in their personnel files.

#### Section 5: Staff Development

The District and the Association recognize the need to provide ongoing programs of staff development for all teachers. It is further acknowledged that such programs are best provided using the expertise of exemplary teachers, and school and District level administrators.

#### Section 6: Compensation

- A. Support Providers will receive release time as needed to perform their duties.
- B. Mandatory PAR: A stipend of up to 90 hours times the contractual hourly rate of pay per academic year will be provided to Support Providers per assigned Mandatory PAR participating teacher to 30 hours for a voluntary participating teacher.
- C. Teachers Helping Teachers: A stipend of up to 30 hours times the contractual hourly rate of pay per academic year will be provided to Support Providers per assigned Teachers Helping Teachers participating teacher.
- D. Teacher members of the Joint Panel will receive release time as needed to perform their duties. A stipend of \$1,000 per academic year will be provided. The non-voting alternate shall receive a stipend of \$1000 to attend PAR Joint Panel meetings.

#### Section 7: Funding

State Funds for PAR may also be expended for any program that supports the training and development of teachers as directed by the Joint Panel. PAR may be terminated in the event that the State eliminates funding.

## Section 8: Other Provisions

- A. Hold Harmless Clause. Support Providers or Joint Panel Members under this document shall have the same protection from liability and access to appropriate defense as other public employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.
  
- B. Functions performed by teachers in accord with this agreement shall not constitute either management or supervisory functions as defined by Government Code Section 3540(g) and (m).
  
- C. Alleged violations of PAR procedures only are subject to the grievance procedure.
  
- D. All proceedings and materials related to the administration of this article shall be strictly confidential. Joint Panel Members and Support Providers may only disclose such information as necessary to administer this Article. Any Joint Panel member or Support Provider shall be dismissed from this position for violating this confidentiality clause.

## **ARTICLE 13 LEAVES OF ABSENCE**

### **A. Sick Leave with Pay**

#### **1. Eligibility**

All full-time certificated employees are entitled to ten (10) days of leave of absence each year for illness, injury, maternity disability, or quarantine. A certificated employee working less than full-time shall be entitled to sick leave at the same ratio that the certificated employee's bears to full-time. All certificated employees hired after the start of the school year shall have sick leave benefits prorated for the balance of the school year. The District shall provide each certificated employee with access to a password protected on-line account in order to check sick leave balances at any time.

#### **2. Compensation**

Any unused sick leave shall be accumulated from year to year without limitation. After a certificated employee has used the total sick leave allowance, the certificated employee will receive fifty (50) percent of the salary for any continuing illness absence up to the statutory limit of one hundred (100) work days. Full deduction of salary will be made for days off due to illness which are more than the accumulated sick leave and after the statutory one hundred (100) work day limitation.

#### **3. Procedure**

A certificated employee who will be absent should notify the principal or designee as soon as it is known that the certificated employee will be absent and not later than one and one-half (1 ½) hours, if possible, before the certificated employee is to report for duty. Such notice shall be made by using the Substitute reporting system. Certificated employees becoming aware of the need for absence due to surgery, maternity, or predictable or prior scheduled cause, shall submit a statement to the administration as far in advance of the initial disability date as possible.

#### **4. Return to Service**

- a. A certificated employee shall notify the school office and/or the automated substitute system as soon as it is known that the certificated employee will return to duty and prior to the start of the duty day. If such notice is not received, the certificated employee's substitute will be held over for the following work day.
- b. The certificated employee who fails to give proper notification within the specified time, and a substitute is present upon their return to work, he/she shall lose the amount normally paid a substitute teacher of an entire working day. If the certificated employee is not allowed to return to work, he/she will lose one day of sick leave.
- c. On the day of return to duty from an extended absence, the certificated employee must present a medical provider's note including the certificated employee's name, name and address of the medical provider, dates of absence, and any work restrictions that may be required in order for the certificated employee to return to work.
- d. A certificated employee will be required to obtain a medical provider's note including the certificated employee's name, name and address of the

medical provider, dates of absence, and any work restrictions that may be required in order for the certificated employee to return to work an absence of ten (10) consecutive days.

- e. A certificated employee who has been absent due to surgery, hospitalization, or extended medical treatment may be required to submit to a medical examination by a doctor chosen by the District. The medical examination will determine the ability of the certificated employee to return to his/her regular duties. Payment for the examining physician shall be at District expense.

**B. Industrial Accident and Illness**

1. A certificated employee shall be entitled to an industrial accident or industrial illness leave of absence not to exceed sixty (60) days during which the schools of the District are required to be in session or when the certificated employee would otherwise have been performing work for the District in any one (1) fiscal year, for the same industrial accident or illness.
2. When a certificated employee is absent due to an industrial accident or illness, the certificated employee shall report the absence to the Substitute reporting system and shall provide a statement from a licensed physician to the Certificated Personnel Services Department affirming that the industrial accident does exist.

Absences due to an industrial accident or illness will not be compensated as industrial leave unless authorized by a physician pursuant to Labor Code 4600. *An employee may designate personal physician prior to injury pursuant to Labor Code.*

A certificated employee absent from duty because of disability must notify the immediate administrator on the first day of such disability and may not receive benefits for any time prior to such notice unless the delay in notifying is shown to have been unavoidable. In addition, each certificated employee shall, within twenty-four (24) hours of the time the accident occurs, file a report with the District. Forms for this report are available and should be filed with Certificated Personnel Services office. The District may require the certificated employee to submit to a physical examination by a physician selected by the District at any time during the leave. Payment for the physician's examination shall be paid for by the District.

3. An industrial accident or illness leave shall commence on the first day absence and shall be reduced by one (1) day for each day of authorized absence. When such leave overlaps into the next fiscal year, the certificated employee shall be entitled to only the amount of unused leave due for the same illness or injury.
4. During such leave of absence, the certificated employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the certificated employee's appropriate salary warrants for payment of the certificated employee's full salary for up to a maximum of sixty (60) days. Normal retirement and other authorized contributions shall be deducted.



5. Upon termination of the industrial accident or illness leave, a certificated employee may be entitled to other illness leave benefits, such as sick leave benefits the certificated employee may be eligible to draw from. For the purpose of each of these selections, the certificated employee's absence shall be deemed to have commenced on the date of termination of the industrial leave, provided the certificated employee may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than the certificated employee's full salary. Upon exhaustion of sick leave benefits, temporary disability benefit checks will be issued directly to the certificated employee as authorized under the Labor Code.
6. Allowable industrial leave shall not be accumulated from year to year.

C. Personal Necessity

1. Definition. Personal necessity means any business, civic, or personal activity which cannot be conducted before or after the school day. These days are not to be used for recreation or vacation, but may be used for child health care concerns.
2. Entitlement. All full-time certificated employees are entitled to ten (10) days of personal necessity leave per year deducted from sick leave under the provisions described below. A certificated employee working less than full-time shall be entitled to personal necessity leave in the same ratio that the certificated employee's employment bears to full-time employment.
3. Any day of absence for illness or injury earned pursuant to Education Code Section 44881 may be used by the certificated employee at his or her election for reasons of personal necessity according to the following:
  - a. Personal necessity leave days may be used at the certificated employee's option except for cases of work stoppage, concerted employee activity, or recreational purposes.
  - b. Certificated employees with over thirty (30) days of sick leave may use one (1) of personal necessity leave without restrictions per year, except for work stoppage or concerted employee activity, and shall also be able to use an additional day for each additional twenty (20) days of sick leave over thirty (30) days.
  - c. Days used for personal necessity are deducted from accumulated sick leave.
  - d. Advance notice to the principal/administrator is required, except in case of emergency when notification would be impossible. Employees shall be required to input all personal necessity absence into the Substitute reporting system in advance, if possible, or as soon as reasonably possible.
4. Return to Service

- a. A certificated employee shall notify the school office and/or the automated substitute system as soon as it is known that the certificated employee will not return to duty and prior to the start of the duty day.
- b. The certificated employee who fails to give proper notification within the specified time and a substitute is present upon their return to work he/she will lose the amount normally paid a substitute teacher for an entire working day. If the certificated employee does not return to work, he/she will lose one day of sick leave.

D. Parental Leave

Two (2) days of personal leave without loss of pay, or deduction from sick leave, will be granted to a certificated employee on parental leave either directly before or directly after the birth or adoption of their child. Notice shall be given in writing to the immediate administrator prior to taking the leave. Up to two (2) additional days of Personal Leave with Pay (certificated employee pays for substitute) as defined in section "J" of this Article may be granted for the purpose of extending leave. Total time could equal two days of parental leave and up to five days of Personal Leave with Pay (certificated employee pays substitute) a total of seven (7) days.

E. Bereavement

1. Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family.

2. Eligibility

Every certificated employee shall be entitled to a leave of absence with pay for a period of up to three (3) days when such absence is occasioned by reason of a death in the immediate family.

3. Immediate Family Includes:

- a. The certificated employee's spouse/domestic partner, mother, father, grandfather, grandmother, child, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, and stepsister.
- b. The spouse's/domestic partner's mother, father, grandmother, grandfather, child, and grandchild.
- c. Any person living in the household of the certificated employee.
- d. Any person for whom the certificated employee has the power of attorney.

4. Procedure

A certificated employee using this leave of absence provision shall notify the immediate administrator or District as soon as possible, indicating the expected duration of absence.

5. Requirements  
A certificated employee shall be granted up to three (3) days for bereavement purposes. If it is necessary to travel more than 300 miles, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave provisions.
6. Compensation  
Except in cases of personal necessity usage described above, all days of absence used under the provisions of bereavement leave shall result in no loss of compensation or sick leave to the certificated employee.
7. Return to Service  
Immediately upon return to active service, the certificated employee shall verify with the school's/department's office manager that all bereavement days have been properly entered into the Substitute reporting system.

F. Judicial and Official Appearance

1. Witness in Court  
Certificated employees may be granted leave of absence with pay by the District for the following reasons:
  - a. To appear as a witness in court.
  - b. To respond to an official order from another governmental jurisdiction.  
Payment shall not exceed the difference between witness fees and the certificated employee's regular earnings, less travel fees. No salary will be paid in cases where a certificated employee is a voluntary witness appearing in his/her own interests, except as provided under Personal Necessity Leave.
2. Jury Duty  
The District shall grant a certificated employee a leave of absence with pay up to the amount of difference between the certificated employee's regular earnings and the amount received as jury fees.

An employee who receives jury duty notice during the school year may request a postponement of jury duty from a work day (or days) to a non-work day (or days) and will receive a substitute teacher pay rate for each day the employee is on jury duty during the non-work days upon validation of service.

G. Sabbatical

1. Purpose  
Appropriate activities for sabbatical leave are:
  - a. Professional study, research, or travel which will benefit the school district.
  - b. Scholarships and fellowships that contribute to the professional improvement of the employee.

2. Eligibility  
Any certificated employee meeting the following criteria may be granted a sabbatical leave once in each seven (7) years.
  - a. Permanent status.
  - b. Possession of a valid California credential of the type required for the position held during the last year of service preceding the leave. Such credential must be valid through the period of the sabbatical leave and for a period of required service thereafter.
  - c. Completion of seven (7) years of successful service in the Fullerton School District.
3. Duration  
A sabbatical leave of absence may be taken during one school year, July 1 to June 30; or the leave may be split into two (2) separate semesters. If the two (2) semesters of leave are not taken consecutively, they must be requested separately, and the second semester, if taken, must be completed within three (3) years of the beginning date of the first semester. It will be necessary to re-qualify for the second semester.
4. Availability  
Not more than two (2) percent of the total teachers may be on sabbatical leave during any school year.
5. Application for Sabbatical Leave
  - a. A request for sabbatical leave must be submitted, in duplicate, to the Superintendent, or his/her designee, by February 1 preceding the beginning of the school year in which the leave is requested.
  - b. The Superintendent, or his/her designee, shall verify the eligibility of all applicants.
  - c. The Superintendent, or his/her designee, shall convene a panel for the purpose of reviewing all qualifying applications. At least one (1) member shall be a teacher selected by the Association.
  - d. The Superintendent, or his/her designee, shall make his/her recommendation for approval or denial to the Board of Trustees on or before March 15.
  - e. A teacher who has been granted a sabbatical leave may request that the leave be canceled and that the teacher be returned to District service. Such a request may be granted by the Board of Trustees, provided that an appropriate vacancy exists.
6. Conditions for Determining Nominees  
The nominations of candidates for sabbatical leaves shall be governed by:

- a. Potential of future service to the District;
- b. Relative merits of reasons for desiring leave for study and/or travel;
- c. Appropriateness of itinerary or study to applicant's future service potential and potential benefit to the District; and
- d. History of previous leaves.

7. Rate of Compensation

- a. A teacher on sabbatical leave shall receive fifty (50) percent of the salary the teacher would have received if regular service had been continued.
- b. The teacher shall receive monthly warrants according to the usual schedule for certificated personnel. Such a payment plan requires that the teacher post a suitable bond guaranteeing return to the District for a two (2)-year period after the conclusion of the leave.

8. Provisions for Bond

The teacher on leave shall furnish to the District, no later than thirty (30) days prior to the effective date of the leave, a suitable bond indemnifying the District against loss in the event the teacher fails to render at least two (2) years service in the employ of the District after the sabbatical leave.

9. Status

- a. Sabbatical leave shall count toward the teacher's retirement, and the annuity contribution shall be deducted from his/her salary in the usual manner.
- b. Sabbatical leave shall count as a regular period of service and shall not interrupt progress on a salary schedule.
- c. Upon the teacher's return from sabbatical leave, the District shall make every effort to assign him/her to the position classification he/she held prior to the leave.
- d. Sabbatical leave shall count as full-time employment for fringe benefits.

10. Report to Superintendent

Each teacher who has been on sabbatical leave shall file with the Superintendent, or his/her designee, a written report not later than thirty (30) days, if possible, after return to active duty. This report shall include:

- a. Data as to the activities of the teacher, together with his/her appraisal of the professional value of the experience gained on leave and the manner in which the experience may be used for the benefit of the District; and
- b. Official transcripts of all college work completed.

H. Military

The contractual continued service status of a certificated employee shall not be affected by virtue of his/her receipt of orders to military duty in any branch of the armed forces of the United States or the National Guard.

I. Personal Leave Without Pay

1. Eligibility

Tenured certificated employees may request up to a year's leave for personal reasons, with the understanding that there will be no remuneration from the District during the period of leave.

2. Compensation

Any personal leave of absence that may be granted under this provision shall be without compensation. Certificated employees on personal leave of absence shall be permitted to participate in the District insurance program at their expense.

3. Procedure

a. A certificated employee seeking an approved personal leave of absence shall submit a request, in writing, including the reasons and any supporting information relating thereto, and the duration of the length of the requested leave.

b. The certificated employee shall submit the request described herein to the Superintendent, or his/her designee, not less than five (5) working days prior to the beginning date of the leave during a school year, if possible. Requests submitted for an upcoming school year shall be made no later than May 1 of the current school year, if possible.

c. The decision of the Superintendent, or his/her designee, for approval or denial of these requests shall be final.

4. Return to Service

a. The certificated employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certificated. The certificated employee on an authorized leave of absence shall maintain the credential authorizing the position classification held at the time of the certificated employee's leave-of-absence.

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

J. Personal Leave with Pay

All full-time certificated employees are entitled to a maximum of three (3) personal leave days under the provisions described below. A certificated employee working less than full-time shall be entitled to personal leave days in the same ratio that the certificated employee's employment bears to full-time employment. In all cases, whether a substitute is hired or not, it is agreed and understood that the amount normally paid a substitute teacher shall be assumed by the teacher requesting leave. Certificated

employees shall notify their immediate administrators of their desire to use such leave no less than three (3) working days in advance of the anticipated absence. Notice to the immediate administrator is required prior to commencing the leave even if the three (3) day notice is not possible. Immediately upon return to service, the certificated employee shall complete the District self-certification form and submit it and a check made out to the Fullerton School District to the immediate administrator. It is agreed and understood that such leave shall not be used for employee work actions as defined in Article 25. No deductions from accrued sick leave shall be made for days utilized under this section.

K. Catastrophic Sick Leave Bank

- a. All certificated employees shall be eligible to use catastrophic leave under this Article if, (henceforth the use of the term employee shall be synonymous with certificated employee)
  1. The employee suffers a catastrophic injury or illness that is expected to incapacitate the individual for an extended period of time [in excess of ten (10) days]; or
  2. The employee needs extended time off from work, which would create a financial hardship for the individual because he or she has exhausted all his or her accumulated sick leave; or
  3. An immediate member of the employee's family is incapacitated, which would require the employee to take time off from work for an extended period of time to care for that family member.
- b. An employee who has exhausted all accumulated sick leave and who has made a donation of a least one (1) day to the Bank prior to their request, shall be eligible to request sick leave from the Bank. The District and President of FETA will jointly maintain a list of eligible donors.
- c. An employee may donate up to five (5) days of accrued leave to the Bank annually, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the employee's own sick leave account does not fall below ten (10) days.
- c. The donation of sick leave by the employee shall be irrevocable. The employee shall file a "Certificated Catastrophic Sick Leave Bank Deposit Form" with the payroll office. A donation to the Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific employee for his/her exclusive use.
- d. Leave from the bank may not be used for industrial accidents or illness, which qualifies the employee for workers' compensation benefits unless he/she has exhausted all workers' compensation leave and his/her own paid leave.
- e. When an employee can reasonably be presumed to be eligible for disability retirement under STRS, PERS, or, if applicable, Social Security, he/she may be asked to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days of the request, will disqualify the unit member from withdrawing sick leave from the Bank.
- f. Following initial enrollment, employees may join the Bank during the annual open enrollment period (October 1 – October 31 only).

- g. An employee wishing to use this Bank shall submit a “Certificated Catastrophic Sick Leave Bank Request for Withdrawal Form.” This form shall be submitted to the Personnel Office.
  - 1. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The employee should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. The Personnel Office shall disseminate the Request Form to all Certificated Employee Catastrophic Leave Bank Committee (CECLBC) members and call a Committee meeting immediately.
- h. The CECLBC shall consider the request of the employee within ten (10) calendar days of the request form being filed with the Personnel Office. This Committee shall consist of two members selected by the District, three members selected by the Association, and one from the Personnel Office to provide information who shall be a non-voting member of the Committee. Approval of the request shall require a majority vote of the voting Committee members. The decision of the Committee shall be final. Committee members shall be appointed annually prior to October 1.
- i. The maximum number of duty days an employee will be allowed to request at one time for a single catastrophic illness/injury shall not exceed twenty-five (25) work days. The employee may request up to an additional twenty-five (25) work days, should the condition continue, by filing an additional request for consideration by the Committee.
- j. Any days approved by the CECLBC that are unused by the employee shall be returned to the Bank.
- k. If an employee uses a day from the Bank, pay for that day shall be at the same rate the employee would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.
- l. During September of each year, the Payroll Office shall provide the Assistant Superintendent Personnel Services and the FETA President with a statement specifying the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.
- m. Donated days not used in any given year shall be carried over for use in the subsequent year and shall remain a part of the Bank. If, in any given year, the request(s) for utilization exhausts the number of days in the Bank, the Bank will be closed for the remainder of the year. By mutual agreement, the District and Association can agree to solicit unit members for an additional donation of days.
- n. If the Bank is discontinued for any reason, the days remaining in the Bank shall be forfeited.
- o. Hold Harmless. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind, which attempts to challenge in any way the legality or implementation of this Section.



- L. Association  
Certificated employees designated by the Association may, at the discretion of the District, granted leaves of absence without pay to perform lawful activities of the Association or its affiliates. In no event shall the leaves for this purpose exceed two (2) full-time equivalent positions and also at no time shall there be more than five (5) certificated employees on leave under the provisions of this Article.
- M. Disability  
The District shall grant a leave of absence to any certificated employee who has applied for disability allowance, not to exceed 30 days beyond final determination of the disability allowance by the State Teachers Retirement System. If the certificated employee is determined to be eligible for disability allowance by the system, such leave shall be extended for the term of the disability, but not more than 39 months from the date of approval of the disability allowance.
- N. Family Medical Leave Act (FMLA) and California Family Rights Acts (CFRA)  
Certificated employees shall be entitled to the statutory leave provisions as provided for under the law of FMLA and CFRA.
- O. Child Bonding Leave
1. Definition. "Parental Leave" for this subsection of Article 13 means leave for the purpose of bonding with the employee's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.
  2. Employees shall use current and accumulated sick leave for parental leave, for up to twelve (12) workweeks.
  3. When a certificated employee with at least one (1) year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, the certificated employee shall be entitled to fifty percent (50%) of the salary for the remainder of the twelve (12) week period.
  4. The employee must give the District at least thirty (30) days' advance notice of the employee's intention to use parental leave and the anticipated dates of the leave.
  5. Parental leave must be used within twelve months following the birth or placement of the child. An employee shall not be provided more than one twelve (12) week period per child bonding leave. However, if a school year terminates before the twelve (12) week period is exhausted; the employee may take the balance of the twelve (12) week period in the subsequent school year.
  6. If both parents are employed by the District and eligible for parental leave, the combined total of parental leave between both parents shall not exceed twelve (12) weeks.
  7. Parental leave must be taken in increments of at least two (2) weeks duration.
  8. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed twelve (12) workweeks in any twelve (12) month period.

## ARTICLE 14 CLASS SIZE

- A. July 1, 2021 through June 30, 2023 the class size averages will be:
- Kindergarten: Maintain current statewide formula for kindergarten within the District. Class sizes will not exceed 33:1 and the District-wide average for kindergarten will not exceed 31:1 as measured at P-2.
  - First-Third: Class sizes will not exceed 32:1 on a school site and will not exceed 29.9:1 on a District-wide average as measured at P-2.
  - Fourth-Eighth: Class size average will not exceed 29.9:1 on a District-wide basis as measured at P-2.
  - Individual elementary fourth-sixth grade class sizes will not exceed 34:1 as measured at P-2.
  - Individual junior high/middle school classes will not exceed 210 rostered students per general education classroom teacher, averaged over both semesters, with the exception of high load classes (i.e., PE, electives, etc.). Student aides and homeroom counts will not factor into the calculation. By signed mutual agreement between the general education classroom teacher and the principal, the class average of 210 can be increased to, but not exceed 216.

### Class Size- Special Education: Special Day Classes

Every effort will continue to be made to follow the guidelines of best practices in all SDC class sizes (preschool- upper grade) for student to adult ratios. When best practices are called in question the coordinator responsible will be asked to review the caseload and make recommendations.

It is also recommended that SDC configuration and best practices be discussed by the Special Education Sub –committee as was the original intent.

### Class Size – General Education Classes with Mainstreamed Special Day Class Students

When at the beginning of the year classroom assignment are made, if a classroom is designated to participate in daily mainstreaming of Special Day Class students, the class size will be reduced by one (1) general education student for every two (2) Special Day Class students that are mainstreamed into the general education classroom for one (1) hour or more per day.

The District and FETA agree to reopen this Article for the 2018-2019 negotiations in order to evaluate the efficacy of above class size adjustment.

- B. Individual class size may fluctuate, within District allocations, depending on such factors including, but not limited to:

Student Welfare  
Instructional Goals  
Special Program Funding Requirements  
Multi-grade Classes  
Differentiated Staffing Patterns  
Grade Level Enrollments  
Approved Experimental or Pilot Programs

Flexible Scheduling  
Team Teaching  
Program Activities  
Bilingual Classes  
ESL Classes  
Classes Containing Mainstreamed Special Education or ESL Student

## **ARTICLE 15 PAYROLL DEDUCTION FOR MEMBERSHIP DUES**

A. Non-Discrimination

The District and the Association recognize the right of teachers to form, join, and participate in lawful activities of employee organization and the equal alternative right of teachers to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure to conform to, or to discriminate against a teacher exercising the membership participation or organizational activities rights guaranteed herein.

B. Payroll Deduction

The District shall deduct from the pay of Association members and promptly remit to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the employee, along with a listing of the employees for whom said deductions were made.

C. Maintenance of Membership

Any employee covered by this Agreement who is a member of the Association thirty (30) days after the effective date of this Agreement, and any employee who becomes a member of the Association after such date, shall maintain their dues payment or its equivalent to the Association during the term of this Agreement. The District agrees not to honor any requests by such employees for cancellation of dues or its equivalent except for those cancellation requests received by the District prior to October 1st of each school year.

D. Representation Fee

Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties, shall pay a representation fee to the Association. If a unit member does not make application for membership or pay the fee to the Association in cash within the prescribed time, the District shall withhold the representation fee through payroll deduction and submit it to FETA. No later than 1 September of each school year, the Association shall notify the District Personnel Services Office in writing of the Dues structure that will be in effect for that school year.

Fee payers may request a rebate in accordance with the procedures promulgated by CTA/NEA for that portion of the fees which represent political or ideological spending not related to collective bargaining or employment matters.

Any unit member who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such unit member shall pay, in lieu of a representation fee, sums equal to such fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation:

1. Combined Health Agency Organizations
2. Foundation to Assist California Teachers
3. United Way

The Association agrees to furnish to the District any information needed to fulfill the provisions of this Article.

FETA/CTA/NEA agree to pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the representation fee provisions of this Agreement or their implementation. FETA/CTA/NEA shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed.

It is recognized that the Association, as exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Association membership or non-membership or their assertion of rights under this Agreement.

This Section shall become effective the month following the month in which the election is held, if the election produces an affirmative vote.

## **ARTICLE 16 SALARIES**

- A. Three percent (3%) on the salary schedule adjustment retro to July 1, 2021 for employees who are in paid status with the District at time of association ratification.
  - a. One percent (1%) one-time off salary schedule adjustment based on an employee's 2021-2022 base salary as listed on the 2021-2022 salary schedule (effective July 1, 2021) for active employees who are in paid status with the District at time of association ratification.
  - b. One percent (1%) one-time off salary schedule COVID-19 Seamless Service Stipend based on an employee's 2021-2022 base salary as listed on the 2021-2022 salary schedule (effective July 1, 2021) for active employees who are in paid status with the District at time of association ratification.
  - c. A one-half percent (.5%) one-time off schedule Social and Emotional Learning (SEL) Professional Development Stipend based on an employee's 2021-2022 base salary as listed on the 2021-2022 salary schedule (effective July 1, 2021) for active employees who are in paid status with the District at time of association ratification who complete the following requirements:
    - i. The professional development options shall be presented in a virtual format and shall include video, reflective, and responsive SEL content options.
    - ii. Certificated employees are required to complete the same number of professional development hours as they work on a regular duty day (7.5 hours in most cases).
    - iii. The professional development hours are to be completed by the certificated employee outside of the normal duty day and at a location of the certificated employee's choosing.
    - iv. The certificated employee must complete an electronic self-attestation indicating that the full professional development hours have been completed.
    - v. If the certificated employee does not complete the self-attestation by May 6, 2022 at 11:59 pm the one-half percent (.5%) will be deducted from the certificated employee's May 31, 2022 pay warrant.
  - d. Beginning with the 2021-2022 school year, the Preschool salary schedule shall be updated to include an annual \$1,000 longevity bonus beginning on the tenth (10th) year of District service to be paid on the last pay warrant of the school year limited to a maximum of \$1,000 per year with no retroactivity to any school years before 2021-2022.
  - e. The Preschool hourly rate will be adjusted to match the formula used to calculate the certificated hourly rate, which is the daily rate on the Preschool Teachers' Salary Schedule of Column I, Step 5 divided by 7.5.
- B. Effective June 30, 2004 Appendix C Section B- shall be modified in the following manner:

Class IV (Column IV)—Bachelor's Degree plus 60 semester units including a Master's Degree. The Masters requirement may be waived upon completion of a pre-approved program. In order to qualify for such a waiver, the unit member must:

- a. Currently be on Class III (Column III) of the Certificated Salary Schedule,
  - b. Submit a proposal to the PAR Joint Panel that is focused on education and,
    - i. Include a "thesis" like project,
    - ii. Include the equivalent of 30 units of supporting coursework, not including courses that were previously counted for column movement (up to 6 units of coursework taken within the previous three years may be credited), and;
    - iii. Present on-going evidence of progression towards completion at predetermined benchmarks.
    - iv. Upon satisfactory completion of the program, as decided by the District and the PAR Joint Panel, movement to Class IV (Column IV) will be effective for the following pay period.
- C. Unit members required to stay overnight for school business trips related to Outdoor Education, Science Camp, and the Pilgrim Program shall receive a stipend equal to the substitute rate of pay for each overnight stay or be allowed to take a day of compensatory time off work for each overnight stay, by mutual agreement with the principal.
- D. The hourly rate for extended pay for Certificated employees shall be equal to the regular hourly rate of Class I Step 5. Such rate shall be applicable for teachers working summer school, and shall remain in effect for these employees for the term of this Agreement. The Daily rate for summer school shall be equal to the hourly rate of pay times the number of hours worked, including prep time. Compensation for 1999/2000 and 2000/2001 shall be determined by the parties as part of the total compensation negotiations held pursuant to Article 30, Reopeners.
- E. Provide a stipend to teachers who have earned a doctorate, or those who have passed the requirements for a national certification equal to two percent (2%) above the regular rate of pay.
- F. Effective June 30, 2004, provide a separate salary schedule for Speech Therapists.

## **ARTICLE 17 FRINGE BENEFITS**

### 1. Health Insurance

#### A. Medical

i) The District shall pay the actual cost of Medical insurance premiums up to \$16,600 annually for full-time benefits eligible employees who qualify for single and two-party health insurance plans and \$19,296 annually for full-time benefits eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenthly payroll deductions. Upon ratification this change will be retroactive to October 1, 2021. When the rates are issued for the 2022-2023 health benefits year, the parties agree to open negotiations for 2022-2023 to negotiate at least one (1) family health insurance plan with zero monthly contribution from the employee.

ii) Emergency credentialed teachers, non-permanent waiver, and teachers with temporary contracts hired after June 30, 2003 will be provided with their choice of an HMO medical insurance plan or a HSA PPO medical insurance plan. Persons provided with these coverages shall be entitled to the same dental, vision, and life insurance provisions as other employees.

B. Employees on Board-approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leaves upon reimbursement to the District.

C. For teachers working half time or more after November 27, 1984, the District agrees to share the cost of employee health insurance benefits in ratio to the percentage of contracted employment.

D. The joint employee organizations/district insurance committee shall continue to study cost containment options as well as alternative insurance programs. The committee shall be empowered to investigate any number of plans to provide comparable health coverage at the best possible price. FETA representation and responsibilities are delineated in the Fullerton School District Benefits Committee By-Laws agreed upon date of ratification. (Appendix G).

E. The District shall provide domestic partner coverage for eligible employees in accordance with Assembly Bills 25 and 205.

### 2. Life Insurance Current Contract

## **ARTICLE 18 SAFETY**

- A. Teachers have a right to work in a safe environment. Employees shall report unsafe or potentially unsafe working conditions to their immediate administrator. The employee and administrator will collaboratively determine appropriate corrective action. If such appropriate corrective action is mutually agreed to, it will be initiated and monitored by the administrator until complete.
- B. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their immediate administrator and shall also immediately report the incident to the police. Teachers may request information in the possession of the District relating to the incident involved, and shall furnish such information or have access to such information, unless otherwise prohibited by law.
- C. Teachers shall be provided coverage under the terms and conditions of the District's Workers' Compensation Insurance and illness leave provisions for any injury or illness arising out of or in the course of their employment
- D. A teacher may suspend, for good cause, any pupil from his or her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he was suspended, during the period of suspension, without the concurrence of the teacher of the class and the principal.
- E. A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal punishment, and the rights of suspended students, shall be posted at each school site within thirty (30) days of the effective date of this agreement.
- F. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician, or other specialist, he/she shall inform his/her principal or immediate administrators, and/or appropriate specialist to discuss the problem and its possible resolution. The site administrator will inform the unit member of the anticipated response within 5 working days.
  - a. In events of severe student behavioral concerns that place students and/or staff in danger of physical injury, the site administrator will communicate with a unit member of a plan for response within 3 working days.
- G. The District shall be liable for up to \$1000 for each teacher per incident for replacement of personal teaching materials lost as a result of fire, theft, vandalism or combination thereof. Prior to reimbursement, a claim for loss of personal teaching materials shall be properly validated. The claim shall be filed as soon as the loss is known and no later than 90 days after discovery.



## **ARTICLE 19 TEACHER TRAVEL**

- A. Teachers who are required to use their own automobiles in performance of their duties and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the IRS allowed rate in effect on the first day of school for all driving done between arrival at the first location at the beginning of their workday and the location at the completion of their work day.
- B. Employees shall not be required to utilize their personal cars for the transportation of students.

## **ARTICLE 20 INTERMEDIATE SANCTIONS**

- 20.1 The District has the right to discipline unit members for just cause, up to and including suspension without pay for up to ten (10) days. The causes for discipline under this section shall be limited to the causes for discharge contained in the Education Code. See Appendix D for applicable education code sections.
- 20.2 The Board shall not inquire into, nor predicate any adverse action upon a teacher's personal, political, and organizational activities or preferences, unless such activities and preferences affect the teacher's job performance.
- 20.3 Effective July 1, 1992, suspensions without pay of two days or more are grievable up to the Level V of the grievance procedure.
- 20.4 Effective July 1, 1992, for grievances involving disciplinary action of less than two (2) days suspension without pay, if the employee is not satisfied with the results of the decision at Level III of the grievance procedure, he/she may request that the Association submit the grievance to the Board of Trustees. If the Association concurs with the employee's request, the Association shall, within ten (10) days of the decision at Level III, submit a request in writing to the Superintendent for a meeting with the Board of Trustees. Such meeting shall be held in closed session with only the employee and one representative in attendance. The District may have two administrators plus the Superintendent in attendance. Such meeting with the Board shall be held as soon as reasonably possible after the request by the Association.

**ARTICLE 21 (no longer valid)**

## **ARTICLE 22 PERSONNEL FILES**

In its creation and handling of the personnel files of teachers, the District will comply strictly with any and all applicable provisions of the Education Code.

- 22.1 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in the teacher's personnel file, at a cost of five (5) cents per page.
- 22.2 The District shall keep a log indicating the persons who have requested examination of the teacher's personnel file, as well as the dates such requests were made. Such logs shall be available for examination by the teacher or the Association representative, if the representative is so authorized in writing by the teacher.
- 22.3 Access to personnel files of employees in this unit shall be limited to the Superintendent, the Assistant Superintendent of Instructional Services, the Assistant Superintendent, Personnel/Special Services, or her designee, the present site administrator, and the site administrator to which an employee is transferring or to which the employee has requested a transfer. Contents of personnel files shall be considered confidential information.
- 22.4 Material of a derogatory nature which has been received by the District from outside sources (such as parents and citizens) shall not be placed in a teacher's file unless the teacher has first been given written copy of same and an opportunity to attach a response thereto. The teacher may request that a conference be arranged with the initiator of the derogatory material.

## **ARTICLE 23 RETIREE BENEFITS**

- A. Group pro rata medical and dental insurance coverage shall be provided for by the District for unit members who have at least ten (10) years full time service in FSD and are retired from the Fullerton School District at age 55 or older and who retire under the State Teachers Retirement System (STRS), or the Public Employees Retirement System (PERS). Teachers who retire with ten (10) years of full time service but at less than full time equivalence (FTE) status at retirement must have at least 75% of their District service time be in full FTE status to receive full coverage, otherwise the benefit is pro rated.
- B. This provision will apply only to those employees who remain fully retired as defined by the appropriate retirement system until the employee reaches age 65 or becomes Medicare eligible when this benefit will cease. All benefits will cease with the death of the employee.
- C. Eligible retired employees may select any medical plan, up to the cost of the PPO single plan. If a less expensive plan is selected, the retiree has the option of spending the difference on spousal coverage and paying the remaining cost for two-party coverage on a monthly basis (the spouse must be enrolled by the open enrollment period prior to the retirement of the unit member).

## **ARTICLE 23 WILLIE BROWN REDUCED WORKLOAD**

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

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

### **B. Procedure**

1. An employee must have reached the age of 55 years prior to reduction of workload. No employee shall participate in the part-time service option after attaining the age of 65 years, except those who reach age 65 during the school year may continue reduced service for the balance of that school year.
2. An employee must have at least ten years of full-time employment in this District in a position requiring certification of which the immediately preceding five years were full-time employment.
3. The minimum part-time employment shall be equal to fifty percent (50%) of the service required by the employee's contract of employment during the final year of service in a full-time position.
4. The option of part time employment and full retirement benefits is limited to a minimum of one semester and/or a maximum period of not more than five years of such part-time status.
5. The request for part-time employment must be exercised at the request of the employee and formalized by a written agreement prior to June 1 for the following school year or before October 1, for the second half of the school year. The Superintendent or designee and the employee concerned shall mutually agree to the conditions of reduced service. The option of part-time employment can be revoked only by the mutual consent of the employer and the employee.

### **C. Compensation**

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

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

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

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

## **ARTICLE 25 SAVINGS PROVISIONS**

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- B. Changes brought about by amendment, appeal or enactment of statutory guarantees which either improve or reduce teacher benefits shall be the subject of negotiation between the Association and the District only if either party so requests within ten (10) days of such amendment, repeal or enactment.

## **ARTICLE 26 CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by teachers who are represented by it, the Association agrees in good faith to take all necessary steps to cause those teachers to cease such action.
- C. It is agreed and understood that the District will not lock-out teachers during the term of this Agreement.
- D. It is agreed and understood that any teacher violating this Article may be subject to discipline up to and including termination by the District.
- E. It is understood that in the event this Article is violated by the Association, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any teacher and/or the Association.



## **ARTICLE 27 SUPPORT OF THE AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of difference through the meet and negotiation process. Therefore, it is agreed that the District and Association will support this Agreement for its term.

**ARTICLE 28 EFFECT OF THE AGREEMENT**

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

## **ARTICLE 29 COMPLETION OF MEET AND NEGOTIATE**

During the term of this Agreement, except as provided elsewhere in 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.

This contract may be opened for re-negotiation of any item(s) upon the mutual agreement of the parties.

## **ARTICLE 30 MISCELLANEOUS PROVISIONS**

- A. Any individual contract theretofore executed between the Board of Trustees and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees which are, or may in the future be, contrary to or inconsistent with its terms.
- C. The District agrees to maintain the Agreement between the parties on the District web so all employees can access as needed.
- D. A teacher's notification to the Board of Trustees that he/she intends to resign shall be effective upon the date the written resignation is signed and dated by the Superintendent and/or designee and will remain irrevocable for ten (10) days from the date submitted to Personnel Services .
- E. Site Options for Best Practices—Research Based Instructional Improvement Programs. School sites will be supported and encouraged to move forward with Best Practices – Research Based Instructional Improvement Programs. Plans that are in conflict with the Agreement may be approved by mutual agreement between the District and the Association.
- F. When substitutes are not available for classroom teachers using statutory leave at the Jr. High or 6-8 grade Middle School classrooms, the District will compensate any onsite teacher assigned to substitute at a rate of thirty-three dollars (\$33) per period.
- G. Certificated personnel who are fulfilling a curricular/instructional/program coordination function that are not a specific school site, do not have a regular roster of students, or a school site function, and are not hired into a position determined to be management will be designated as a Teacher on Special Assignment (TOSA). TOSA positions will be filled after posting and interviewing. TOSA's shall serve up to three years dependent upon positive evaluations and continued funding. An additional term of two (2) years each may be granted upon successfully reapplying and interviewing for the position. If no qualified candidates apply for a posted TOSA position the Association and District will meet and confer about possible solutions. The normal work day for TOSA's will be based on an eight (8) hour work day and they may be expected to work beyond the normal work day as required in Article 8 Section A. Individuals designated as a TOSA will receive an annual increase to base rate of pay equal to 130 hours of the regular hourly rate of pay (Column 1 Step 5).

Teachers assigned to work with another agency will not be considered a TSA if fully funded (100% of salary, health and welfare benefits, and statutory benefits) by the outside agency.
- H. K-1-2 Testing Teacher Support – Each site principal will include in the Single Plan for Student Achievement support for K-1-2 teachers to conduct District mandated testing (e.g. substitutes, use PE/PLC time, utilize parents, or other creative solutions).
- I. Combination Classes – Principals at each site will make a reasonable effort to assign combination classes on a rotating basis, unless a teacher specifically agrees to take the

combination assignment. Teachers, in both general education and multi-age classroom programs, who are assigned to and teach a combination class for a school year shall be paid an annual stipend of \$2,000 on the last paycheck of the school year.

- J. Special Education Committee: A Special Education Committee will be maintained in order to provide ongoing communication between District Management and Special Education providers. The balanced committee will consist of Administrators/District personnel and Special Education providers. Each subgroup of special education providers (Speech, K-6 RSP, JH RSP Mild/Moderate, Moderate/Severe, Preschool, and FETA Spec. Ed. At large) shall choose its representative for the committee. The committee will meet regularly to discuss concerns brought forward by both sides, seek potential improvements or solutions, and make recommendations to District Management and FETA.
- a. Upon ratification of the 2016-17 contract, the Special Education Advisory Committee (SEAC) will actively research workload models for all Special Education classifications except for those defined by Education Code. The SEAC committee will report to the bargaining teams by January 2018 for potential contract language for workload models in the 2018-2019 school year

When a certificated staff member provides assessment, report writing, and/or IEP attendance for a student not on his/her caseload, the employee shall be paid for up to four hours at the hourly rate.

If at anytime during the course of the school year, the STEPS/ED program class spans more than four grade levels or has an enrollment of more than 10 students, the teacher shall be paid a stipend of \$2,500 on the last pay warrant of the school year.

School nurses holding the school nursing credential shall be paid a stipend of \$2,500 on the last pay warrant of the school year for 2018-2019. School nurses will move to the Speech Therapist Salary Schedule beginning with the 2019-2020 school year.

The District will fund two (2) additional six hour (6), nine and a half (9.5) month (based on 2018-2019 SLPA FTEs) Speech and Language Pathology Assistant (SLPAs) positions for the 2019-2020 school year.

Educational Specialists with a mild moderate or moderate severe assignment with at least fifty percent (50%) of the students on their caseload placed in a Special Day Class setting, or in a co-teach class, shall be provided with three (3) on campus prep days per school year (may be split into six (6) on campus half-days), if there are substitutes are available, for the purposes of service tracking, writing IEPs, scoring/analyzing student assessments, student observations, and IEP goal monitoring. Educational Specialists, at their own discretion, shall be permitted to submit a timesheet in lieu of the three (3) substitute prep days per school year and shall be compensated at the lowest full-day rate of pay for a substitute teacher.

- K. Preschool Teachers: Preschool Teachers who have been employed with the District for two (2) or more years shall be given permanent status with the District. Preschool

Teachers with less than two (2) years of District service shall follow the regular temporary and/or probationary contract process.

The seniority date for each Preschool Teacher shall be the first day of paid District service with no breaks in service. If two (2) or more Preschool Teachers have the same seniority date, the District and FETA shall pick lots to determine the order of seniority.

FETA and the District agree to form a Preschool Teacher Committee, comprised of four (4) representatives from FETA and four (4) representatives from the District, which will hold its first meeting no later than January 31, 2020. This committee will be charged with addressing issues related specifically to Preschool Teachers, including but not limited to, participation in early release days and supervision of students when parents are late to pick-up their children.

Effective July 1, 2019 the Fullerton School District Preschool Teacher Salary Schedule shall be increased by 3.5% exclusive of any other salary schedule increases provided for the 2019-2020 school year.

General Education Preschool Teachers assigned to co-teach classrooms shall be paid an annual stipend of \$2,000 on the last paycheck of the school year.

- L. Teachers assigned to RTI, and/or Cotsen mentor positions that are returned to the classroom either voluntarily or involuntarily, shall be placed upon the site seniority list of the site where they were assigned as a RTI and/or Costen mentor.

If there are more teachers than the number of allocated teacher positions for a school site due to a RTI and/or Cotsen mentor returning to the classroom; the Administrator shall first determine if there are volunteers for transfer. If there are no volunteers, the immediate Administrator shall use the following criteria in designating the transferee:

1. Credentials to perform the required services in remaining positions.
2. Specialized training and experience needed in a particular assignment.
3. All other factors being equal, the teacher with the least District seniority at the school shall be transferred. Whenever the District determines that a certificated staff member is to be involuntarily transferred, the staff member shall be notified in writing within ten (10) days.

## **ARTICLE 31 SUMMER SCHOOL**

- A The selection of teachers for summer schools will apply to the following programs:
1. Regular education, including junior high proficiency, elementary remedial, and ESL/language acquisition.
  2. Special education (extended year).
- B. A teacher may apply to teach in any and all programs for which he/she holds the appropriate credential.
- C. The selection process will consist of the following steps and timeline:
1. Notice of certificated vacancies will be sent to all sites for posting during the first week in April.
  2. Applicants will complete the application form required by the individual summer school programs.
  3. Paper screening will be done during the third week in April.
  4. Interviews will be held during the first and second weeks in May. Lead personnel from each program will conduct the process according to the specific program needs.
  5. Notification of selection and non-selection will occur during the third week in May.
  6. The recommended list of successful applicants will be submitted to the Board of Trustees at the first meeting in June.
- D. All summer school appointments are contingent upon student enrollment.





**APPENDIX A**  
**FULLERTON SCHOOL DISTRICT**  
**CERTIFICATED SALARY SCHEDULE**

FULLERTON SCHOOL DISTRICT  
 Certificated Salary Schedule \*\*\*185 Days  
 Effective July 1, 2021  
 (July 1, 2019 + 3.0% increase)

STEP	CLASS I		CLASS II		CLASS III		CLASS IV	
	BA without Credential	Daily Rate	BA + 30 with Credential	Daily Rate	BA+45 incl MA or BA + 50	Daily Rate	BA + 60 incl MA or * MA equivalent	Daily Rate
1	55,417	299.551	58,032	313.686	62,677	338.795	67,690	365.892
2	57,495	310.784	60,210	325.459	65,025	351.486	70,227	379.605
3	59,652	322.443	62,467	337.659	67,466	364.681	72,860	393.838
4	61,889	334.535	64,812	350.335	69,995	378.351	75,593	408.611
5	64,208	46.28 347.070	67,241	363.465	72,618	392.530	78,427	423.930
6	66,618	360.097	69,763	377.097	75,339	407.238	81,370	439.838
7	69,115	373.595	72,374	391.211	78,164	422.508	84,423	456.341
8	-	-	75,091	405.897	81,098	438.368	87,585	473.432
9	-	-	77,906	421.114	84,139	454.805	90,869	491.184
10	-	-	80,828	436.908	87,294	471.859	94,278	509.611
11	-	-	83,862	453.308	90,568	489.557	97,811	528.708
12	-	-	87,004	470.292	93,965	507.919	101,482	548.551
13	-	-	87,004	470.292	93,965	507.919	101,482	548.551
14	-	-	87,004	470.292	93,965	507.919	101,482	548.551
15	-	-	88,743 *	479.692	97,254 *	525.697	105,947 *	572.686
16	-	-	88,743 *	479.692	97,254 *	525.697	105,947 *	572.686
17	-	-	88,743 *	479.692	97,254 *	525.697	105,947 *	572.686
18	-	-	90,484 *	489.103	100,543 *	543.476	110,413 *	596.827
19	-	-	90,484 *	489.103	100,543 *	543.476	110,413 *	596.827
20	-	-	90,484 *	489.103	100,543 *	543.476	110,413 *	596.827
21	-	-	92,222 *	498.497	103,831 *	561.249	114,877 *	620.957
22	-	-	92,222 *	498.497	103,831 *	561.249	114,877 *	620.957
23	-	-	92,222 *	498.497	103,831 *	561.249	114,877 *	620.957
24	-	-	93,965 *	507.919	107,118 *	579.016	119,343 *	645.097

\*includes longevity

\*\* \$46.28 = certificated hourly rate for extra time

\*\*\* calendar days applicable to current teachers; new teachers work 186 days and must attend New Teacher Orientation

NOTE: Class IV may include an MA equivalent defined by Negotiation Agreement Article 16.

Board Approved: March 15, 2022

## APPENDIX B

### FULLERTON SCHOOL DISTRICT SPEECH THERAPIST and SCHOOL NURSE

FULLERTON SCHOOL DISTRICT  
Speech Therapist and Nurse Salary Schedule \*\*\*185 Days  
Effective July 1, 2021  
(July 1, 2019 + 3.0% increase)

STEP	CLASS II		CLASS III		CLASS IV	
	BA + 30 with Credential	Daily Rate	BA+45 incl MA or BA + 50	Daily Rate	BA + 60 incl MA or * MA equivalent	Daily Rate
1	62,677	338.795	66,433	359.097	71,086	384.249
2	65,026	351.492	68,927	372.578	73,752	398.659
3	67,466	364.681	71,511	386.546	76,518	413.611
4	69,995	378.351	74,196	401.059	79,387	429.119
5	72,618	392.530	76,975	416.081	82,363	445.205
6	75,340	407.243	79,862	431.686	85,451	461.897
7	78,164	422.508	82,857	447.876	88,654	479.211
8	81,100	438.378	85,965	464.676	91,979	497.184
9	84,140	454.811	89,188	482.097	95,436	515.870
10	87,297	471.876	92,531	500.168	99,010	535.189
11	90,569	489.562	96,002	518.930	102,721	555.249
12	93,965	507.919	99,602	538.389	106,571	576.059
13	93,965	507.919	99,602	538.389	106,571	576.059
14	93,965	507.919	99,602	538.389	106,571	576.059
15	97,725 *	528.243	103,586 *	559.924	110,838 *	599.124
16	97,725 *	528.243	103,586 *	559.924	110,838 *	599.124
17	97,725 *	528.243	103,586 *	559.924	110,838 *	599.124
18	101,009 *	545.995	107,072 *	578.768	114,569 *	619.292
19	101,009 *	545.995	107,072 *	578.768	114,569 *	619.292
20	101,009 *	545.995	107,072 *	578.768	114,569 *	619.292
21	- *	-	110,559 *	597.616	118,299 *	639.454
22	- *	-	110,559 *	597.616	118,299 *	639.454
23	- *	-	110,559 *	597.616	118,299 *	639.454
24	- *	-	- *	-	122,026 *	659.600

\*includes longevity

\*\*\*Calendar days applicable to current teachers; new teachers work 186 days and must attend New Teacher Orientation

NOTE: Class IV may include an MA equivalent defined by Negotiation Agreement Article 16.

Board Approved: March 15, 2022

## APPENDIX C

### FULLERTON SCHOOL DISTRICT PRESCHOOL TEACHERS

**FULLERTON SCHOOL DISTRICT**  
**Preschool Teacher Salary Schedule \*\*\*185 Days**  
**Effective July 1, 2021**  
*(July 1, 2019 + 3.0% increase)*

STEP		COLUMN I (Less than a BA)	COLUMN II (With a BA)	COLUMN III (With a BA and a regular credential)
1		36,549	40,125	43,563
		3,654.90	4,012.50	4,356.30
		197.562	216.892	235.476
2		38,300	42,028	45,686
		3,830.00	4,202.80	4,568.60
		207.027	227.178	246.951
3		40,061	44,026	47,812
		4,006.10	4,402.60	4,781.20
		216.546	237.978	258.443
4		41,811	45,832	49,929
		4,181.10	4,583.20	4,992.90
		226.005	247.741	269.886
5		43,563	47,735	52,047
		4,356.30	4,773.50	5,204.70
	31.40	235.476	258.027	281.335
6		45,316	49,636	54,162
		4,531.60	4,963.60	5,416.20
		244.951	268.303	292.768
7		47,076	51,535	56,286
		4,707.60	5,153.50	5,628.60
		254.465	278.568	304.249
8			53,338	58,257
			5,333.80	5,825.70
			288.314	314.903
9			55,205	60,295
			5,520.50	6,029.50
			298.405	325.919

\*Calendar days applicable to current teachers  
 \*\* \$31.40 = preschool teacher hourly rate for extra time  
 - New teachers work 186 days and must attend New Teacher Orientation.  
 - Beginning with the 2021-2022 school year, an annual \$1,000 longevity bonus beginning on the tenth (10th) year of District service to be paid on the last pay warrant of the school year limited to a maximum of \$1,000 per year.

Board Approved: March 15, 2022

**APPENDIX D**

**TEACHER SALARY SCHEDULE RULES**  
Effective June 30, 2004

A. General

Teachers who serve less than the required annual number of working days for regular full-time teachers in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, teachers who serve for one (1) full school semester, shall receive not less than one-half (1/2) the annual salary applicable to their group and step.

Salary warrants for regular teachers shall be issued on or about the last working day of each month, with appropriate deductions.

Mandatory deductions from gross earnings are those required by law and include Federal income tax, State income tax and State Teachers Retirement System.

Optional deductions are those deductions the teacher may elect to have taken from his/her gross earnings. Such deductions are made for items and services that may be, from time to time, made available to the teachers by Board action. Optional deductions must be initiated, in writing, by the teacher. This authorization shall remain in effect continuously until the District receives from such teacher written notice withdrawing the authorization for the deduction.

B. Teacher Salary Schedule

Teachers assigned to the teacher salary schedule are those regular full-time teachers who are part of the Association's bargaining unit defined in Article II, Recognition, with the exception of certificated pre-school personnel.

The Teacher Salary Schedule attached hereto as Appendix A consists of four (4) columns arranged in horizontal order, which are based on numbers of units of acceptable study, and various vertical steps which are based upon the number of years of acceptable teaching experience. The four (4) columns and their requirements are as follows:

Class I (Column I)	Bachelor's Degree
Class II (Column II)	Bachelor's Degree up to 30 semester units
Class III (Column III)	Bachelor's Degree plus 45 semester units including a Master's Degree or Bachelor's Degree plus 50 semester units
Class IV (Column IV)	Bachelor's Degree plus 60 semester units including a Master's Degree. The Masters requirement may be waived upon completion of a pre-approved program.

Only those units which are:

1. upper division or graduate level with a C- or better,
2. specifically required for certification in an area in which the teacher is assigned, e.g., bilingual.

Probationary teachers with a SB 2042 preliminary credential, who have successfully completed the District's BTSA induction program, will be given credit for up to 30 semester units on Class II (Col. II) of the Certificated Salary Schedule.

Probationary teachers hired with a SB 2042 clear credential will be given credit for up to 30 semester units on Class II (Col. II) of the Certificated Salary Schedule, upon the completion of their probationary period.

C. Certificated Pre-school Salary Schedule

Teachers assigned to the certificated pre-school salary schedule are those teachers who are part of the Association bargaining unit defined in Article II, Recognition, who are certificated pre-school personnel.

The Certificated pre-school salary schedule attached hereto as Appendix B consists of three (3) columns. The three (3) columns and their requirements are as follows:

Column I	Teacher with less than a B.A.
Column II	Teacher with a B.A.
Column III	Teacher with a B.A. and a regular credential

D. Initial Placement on Schedules

Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) full year (75% or more of the total service days) of credentialed classroom teaching experience. Beginning January 1, 2018 the maximum number of increments shall be ten (10) increments. Employees hired between July 1, 2012 and the *DATE OF RATIFICATION* shall be placed upon the step they would be on for the 2017-2018 school year had this article been in effect when the employee was hired with no retroactive adjustments. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.

All unit members new to the District shall be given credit for similar experience year for year. Experience consists of credentialed classroom teaching in an accredited private school or any public school system either in California or under the jurisdiction of the U.S. Government.

Credit for service outside the District shall be allowed on the salary schedule for nurses and speech pathologists at the rate of one (1) increment (step) for one full year of experience up to a maximum of ten (10) increments. Beginning January 1, 2018 Nurses and speech pathologists hired between July 1, 2012 and the *DATE OF RATIFICATION* shall be placed upon the step they would be on for the 2017-2018 school year had this article been in effect when the employee was hired with no retroactive adjustments.

Effective *DATE OF RATIFICATION* a signing bonus of \$5,000 shall be provided to all newly hired speech pathologists completing three full years (75% or more of the total service days) of paid certificated service. \$2,500 shall be paid upon the completion of the first full year (75% or more of the total service days) of paid certificated service. The remaining \$2,500 shall be paid upon the completion of the third full year (75% or more of the total service days) of paid certificated service.

Employment as a substitute shall not be used in computing years of service for salary placement or advancement.

All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the teacher. All transcript verifications must be received within thirty (30) days of the signing of the teacher's initial contract. Failure to do so will result in the District's salary warrants only reflecting such salary schedule placement as documents are placed on file with the District. Earned degrees received and units of study from an accredited institution of higher learning, as provided for in this appendix, shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

The accreditation status of a college, university, or private school at the time of the teacher's initial employment shall prevail. Previous or subsequent accreditation shall not be considered.

Unit members who resign from the District, and are subsequently reemployed, will be placed on the salary schedule in a position no higher than the sixth step, their previous experience notwithstanding. However, tenured teachers who resign and are subsequently reemployed within thirty-nine (39) calendar months from the time of resignation, shall be restored to their previous schedule status.

Teachers whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary teachers with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.

E. Vertical Movement

All qualified teachers shall advance one vertical step on the salary schedule for each full year of service, except those whose placement is at the maximum step for their class or whose contract is limited by special conditions usually identified with specially funded program employment.

Regular full-time teachers, i.e., teachers working not less than the regular work day as provided in Article 8 - Hours of Employment, who, in any one school year, are in paid status for at least seventy-five (75) percent of the work days designated for the affected position, shall be deemed to have earned a year of experience credit. A regular part-time teacher working on at least one-half (1/2) of a full-time assignment may, upon serving at least seventy-five (75) percent of that assignment in one school year, earn one (1) semester of experience credit. Accrued experience credit will not entitle any teacher to step advancement until two (2) semesters of experience credit have been attained. Teachers working less than 50% of the work days will not accrue credit.

Teachers who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

F. Horizontal Movement

Course credit for salary placement and movement shall be given only for post-graduate, upper division, or graduate course work taken at four year colleges, universities, or graduate schools, which confer graduate degrees and which are regionally accredited institutions of higher learning. Such course credit must have been earned after receiving a baccalaureate degree. Credit may also be given in lower division classes which are required for certification in an area in which the teacher is assigned, e.g., bilingual.

Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule.

Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds ( $2/3$ ).

College courses taken for salary schedule advancement shall be directly related to the teacher's teaching major or minor fields of preparation, a subject area presently or previously taught by the teacher, or required for the earning or renewing of a California certification document authorizing public school service.

Effective July 1, 2002, at any time during the school year, teachers qualifying for horizontal movement may submit their paperwork whenever all qualifications have been met. Paperwork may only be submitted once during the school year. The salary increase shall be retroactive to the beginning of the pay period in which the paperwork is completed. A declaration of potential movement should be submitted no later than April 30 by current employees or at the time of hire. If an employee fails to submit their declaration by April 30, the salary increase will become effective within three (3) pay periods in which the paperwork is completed.

The burden of proof of training, experience, possession of credentials and other required documents shall lie with the teacher, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.

Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification.

Credit will not be accepted for course work taken in the armed service, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts.

Course work taken through a foreign university or other institution which sponsors travel tours for credit must have such credits assigned upper division or graduate status, assigned a course title, and be given unit value. Such foreign university or other institution must be listed in the current edition of Accredited Institutions of Higher Learning or one of its regional accrediting commissions.

If a teacher believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available to an upper division or graduate course level, such member may petition the District for a waiver. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the teacher must make formal application to the District and receive approval in the form of the aforementioned waiver.

G. Newly Created Positions

If the District creates any new classifications within the bargaining unit during the term of the Agreement, it shall determine and establish the salary rate and rules applicable thereto for the balance of the term of the Agreement. It shall notify the Association of any such action.



**APPENDIX E**  
**Causes for Discharge**

Education Code § 44932. Grounds for dismissal of permanent employees; suspension of employees.

- (A) No permanent employee shall be dismissed except for one or more of the following causes:
- (1) Immoral or unprofessional conduct.
  - (2) Commission, aiding, or advocating the commission of acts of criminal syndicalism, as prohibited by Chapter 188 of the Statutes of 1919, or in any amendment thereof.
  - (3) Dishonesty.
  - (4) Unsatisfactory performance.
  - (5) Evident unfitness for service.
  - (6) Physical or mental condition unfitting him or her to instruct or associate with children.
  - (7) Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him or her.
  - (8) Conviction of a felony or of any crime involving moral turpitude.
  - (9) Violation of Section 51530 or conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947.
  - (10) Knowing membership by the employee in the Communist Party.
  - (11) Alcoholism or other drug abuse which makes the employee unfit to instruct or associate with children.
- (B) The governing board of a school district may suspend without pay for a specific period of time on grounds of unprofessional conduct a permanent certificated employee or, in a school district with an average daily attendance of less than 250 pupils, a probationary employee, pursuant to the procedures specified in Sections 44933, 44934, 44935, 44936, 44937, 44943, and 44944. This authorization shall not apply to any school district which has adopted a collective bargaining agreement pursuant to subdivision (b) of Section 3543.2 of the Government Code.

## **Addendums / MOU**

The current Memorandum of Understandings are listed below and can also be found in their entirety on the District's website at:

[https://www.fullertonsd.org/apps/pages/index.jsp?uREC\\_ID=726028&type=d&pREC\\_ID=1225092](https://www.fullertonsd.org/apps/pages/index.jsp?uREC_ID=726028&type=d&pREC_ID=1225092)

- FETA MOU - IAs for TK, K, 1, and 2\_December 14, 2021.pdf
- FETA MOU - Preschool Lead Teacher\_December 14, 2021.pdf
- FETA MOU - SPED TOSA\_December 14, 2021.pdf
- FETA MOU - Extracurricular Stipend\_August 3, 2021.pdf
- FETA MOU - Quarantine Independent Study Procedures\_August 13, 2021.pdf
- FETA MOU - New Teacher Professional Development\_September 8, 2021.pdf
- FETA MOU\_ISPE\_August 3, 2021.pdf
- FETA MOU - Preschool Early Release\_August 6, 2021.pdf
- FETA MOU on Seamless Stipend-Instructional Model - April 13, 2021.pdf
- FETA MOU on Extended Virtual Instruction Days - January 26, 2021.pdf
- FETA MOU Retirement - January 12, 2021.pdf
- FETA MOU on PN Days - November 23, 2020.pdf.pdf
- FETA MOU - September 4, 2020.pdf
- FETA MOU - July 27, 2020.pdf
- FETA MOU on REF - March 26, 2020.pdf
- FETA MOU on Sick Leave - December 13, 2019.pdf
- FETA MOU on Sports - December 13, 2019.pdf
- FETA MOU on PE - October 7, 2019.pdf
- FETA MOU on Focus Teacher - October 7, 2019.pdf
- FETA MOU on Evaluations - October 7, 2019.pdf
- FETA MOU on Stipends - August 22, 2019.pdf