

ARTICLE I : AGREEMENT

1.1 Agreement

The articles and provisions contained herein constitute the Agreement ("Agreement") by and between the Governing Board of the Fortuna Union High School District ("District") and the Fortuna Union High School Teachers' Association/CTA/NEA ("Association"), an employee organization, entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

1.2 Term

The term of the Agreement between the Fortuna Union High School District and the Fortuna Union High School Teachers' Association/CTA/NEA shall be extended to 30 June 2011. This Agreement concludes negotiations for the 2008-2010 school years.

1.3 Reopeners and Bargaining

The District and Association agree that representatives from the District, Association, parents and students will investigate class schedules that allow students to broaden educational opportunities during the school day and/or week. Any recommendations for a new instructional structure, which impact mandatory subjects of bargaining, shall be referred to the District and Association bargaining teams. There will also be reopeners on salary for 2010/11 in the event that the District is not required to pay the portion of STRS payments currently paid by the State.

1.4 Contract Copies

Copies of the new contract will be available within 30 (thirty) duty days after ratification by the Board of Trustees.

ARTICLE II : RECOGNITION AND DEFINITION

2.1 Recognition

The District confirms its recognition of the Association as the exclusive representative for that unit of employees defined as follows: **All certificated employees, including summer school teachers, temporary teachers under contract, counselors, and school psychologists henceforth to be deemed Unit Members", but excluding all Administrators (the District Superintendent, Principals and all Vice-Principals) and day-to-day substitutes.**

2.2 Definitions

Unit Member" refers to any employee who is included in the appropriate unit as defined in Section 2.1 and therefore is covered under the terms and provisions of this Agreement.

ARTICLE III : RIGHTS OF THE PARTIES

3.1 Association Rights

The Association reserves all rights and privileges granted to it by the Rodda Act, but not limited thereto.

3.2 District Rights

The District reserves its exclusive right and prerogative to act in all matters not specially enumerated in the Agreement, retaining all powers and authority to direct, manage and control to the fullest extent of the law.

ARTICLE IV : GRIEVANCE PROCEDURE

4.1 Definitions

- a. A "grievance" is a written allegation that there has been a misinterpretation, misapplication or violation of a term or terms of this Agreement.
- b. A "grievant" is the person or persons, including the Association, making the allegation.
- c. A "day" is a required Unit Member duty day.

ARTICLE IV: GRIEVANCE PROCEDURE CONTINUED

4.2 General Provisions

- a. All time limits shall be shortened or extended upon the mutual agreement of the parties involved. Time limits shall be computed by excluding the day communications are received and including the last day. All documents or decisions required to be presented shall be served personally or by first class mail, return receipt request, to an address designated for service receipt upon the grievance form.
- b. A grievant may be represented or accompanied at all stages of this procedure by a person of the grievant's choosing.
- c. All required meetings or proceedings will be held at convenient times with preferences given to times other than those when classes are in session. If a grievance meeting or proceeding takes place while classes are in session; any Unit Member who is a participant shall be granted reasonable released time.
- d. All documents, communications, decisions, exhibits and all other records acquired through the exercise of this grievance process shall be maintained by the District in separate and sequentially numbered files. No such records shall be placed in an employee's personnel file.
- e. The District will provide all forms referred to in this Article.
- f. The District shall not agree to any resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given a reasonable opportunity to file a response.
- g. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the Principal, the grievant shall submit such grievance in writing directly to the District Superintendent and the processing of such grievance shall begin at that level.
- h. **Rights of Unit Members to Representation.**
 1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
 2. A Unit Member may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative. A Unit Member may present grievances and have such grievances adjusted without the intervention of the Association as long as the Association is permitted to observe at grievance meetings and as long as the District does not settle a grievance without the Association having been given a copy of the proposed resolution and having an opportunity to comment thereon.
 3. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any Unit Member who is requested to appear in meetings or hearings as a witness will be afforded the same right.
 4. The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher.

ARTICLE IV: GRIEVANCE PROCEDURE CONTINUED

4.3 Procedure

a. Level I

A grievance shall be presented to the Principal in writing within thirty (30) days after the act of omission giving rise to the grievance, and shall include a clear, concise statement of the grievance, the specific sections of the Agreement alleged to have been misinterpreted, misapplied or violated, an address for service of papers by mail, and the remedy sought. The Principal shall meet with the grievant before making a decision. The Principal shall communicate a decision to the grievant in writing, including reasons and rationale, within ten (10) days.

b. Level II

If the grievant is not satisfied with the decision at Level I, or if no decision is rendered within the time limits, the grievant may appeal the decision to the Superintendent within ten (10) days after the conclusion of Level I, stating the reason for the appeal.

The Superintendent shall meet with the grievant and/or the grievant's representative before making a decision. The Superintendent shall communicate a decision to the grievant, including reasons and rationale within ten (10) days.

c. Level III

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, or if written decision has been rendered with ten (10) days after meeting with the Superintendent, or designee, s/he may, within ten (10) days after a decision by the Superintendent, or designee, request in writing that the Association submit the grievance to mediation and/or arbitration. Only the Association may carry a grievance to mediation and/or arbitration. The Association may submit the grievance to mediation, or arbitration, or both concurrently. The Association will consider the request and decide within fifteen (15) days after receipt of the request from the aggrieved person.

d. Mediation

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

2. The mediator shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.

3. If agreement is reached, it shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

4. In the event that the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate mediation and the grievance may proceed to arbitration.

e. Arbitration

1. A list of arbitrators will be obtained from the California Mediation/Conciliation Service who will consent to provide a written report. Said list will only include names of people who are willing to issue a written recommendation to both parties following the arbitration process. An arbitrator will be selected from said list by a mutual scratch-off procedure.

ARTICLE IV: GRIEVANCE PROCEDURE CONTINUED

2. If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator only after s/he has had an opportunity to hear the merits of the grievance. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator's authority is limited to the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award; such financial reimbursement or other remedies as s/he judges to be proper. The decision of the arbitrator shall be final and binding upon all parties.

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

ARTICLE V: CLASS SIZE

5.1 Class sizes shall be determined by the District based on the following criteria:

- a. Department
 - Language Arts
 - Social Science
 - Physical Education
 - Science
 - CTE
 - VPA
 - Math
- b. Remedial/Fundamental/ C level
- c. Number of work stations
- d. Special facilities and equipment

5.2 Class Size

- a. Each department shall not have a class average of more than 28 students. No individual class shall exceed a maximum of 35 students.
- b. Excluding special education, ROP, ESL, PE, East High, Strongs Creek (State/Federal funded Class Size Reduction classes Except for the 2009-2010 school year) and Academy of the Redwoods classes.
- c. PE classes shall not exceed a maximum of **40** students.
- d. No remedial, fundamental or "C" level class shall exceed 26 students.
- e. Other class sizes may be limited due to number of work stations and safety concerns.
- f. Classes in sections 5.2 d and e will be determined by FUHSTA and administration prior to scheduling the upcoming school year.

5.3 Balance

The District will make an effort to internally balance classes of the same subject, giving due consideration to student needs for classes and the educational process. In classes with a high percentage of students who score below basic or far below basic on the California Standards Assessment, the District will make a good faith effort to provide Title I aides to support classroom teachers.

ARTICLE V: CLASS SIZE CONTINUED

5.4 Time Lines

- a. By Day 1 the District **will attempt to staff classes at a department average of 28 with no individual class exceeding 35 students (PE 40).**
- b. By the first day of week 3 a meeting will be held between the affected department and administration to develop a mutually agreeable plan to meet requirements in section 5.2.
- c. By the first progress notice the district will be in compliance with class sizes according to article 5.2.

5.5 Distribution of Sections

Following the registration of students, each department will have the opportunity to meet with the Principal or his designee to help determine the number of sections of each class within the department.

Memo of Understanding

This class size agreement shall be implemented in the 2010-2011 school year on a pilot basis. The District and Association shall meet and negotiate in the spring of 2011 to determine whether or not this class size agreement shall be continued in subsequent school years. Should the parties fail to reach an agreement, the class size article shall revert to the language in the 2007-2008 agreement for the 2011-2012 school year.

ARTICLE VI: HOURS

6.1 Length of work year

End-of-year check out procedure shall be completed in the student contact day or at a time chosen by the Unit Member within one week after the last student contact day. School attendance calendars shall be negotiated annually. Annual Calendars will be included as an attachment to this contract annually.

For the 2008/09 school year and subsequent schools years agreed upon by the district and FUHSTA there shall be 185 duty days totaling 77,700 work minutes with 180 days of student instruction. Part-time Unit Members will be required to attend Staff Development Days and will be paid their part-time rate plus a stipend based on the Unit Members hourly rate for the balance of the day provided there is actual attendance. Additional days shall be added as per negotiations or as required by State requirements.

6.2 Length of Workday

Certificated members are required to work 2100 minutes during a work week, which will include a maximum of 1400 instructional minutes, a minimum of: 200 minutes of duty-free lunch, 50 minutes of duty-free break, 25 minutes of non-instruction time before school, 20 minutes of non-instructional time after school, 255 minutes of individualized prep-time, and 60 minutes of collaboration time. In addition, 85 minutes of additional student transition time is required per week. Generally, the workday shall be from 8:20AM to 3:20PM., but each school or site may modify start and end times through a collaborative process with the site administrator. The individual start and end times shall be specified in each sites annual calendar. A Unit Member, through the Association, may submit a request in writing to the Superintendent to modify the above working hours. Such requests may be granted by

ARTICLE VI: HOURS CONTINUED

mutual consent of the District and Association if it can be demonstrated that there will be no fiscal impact to the District. The work week may be extended to include:

- a. A faculty meeting once a month, not to last more than one (1) hour. The Principal shall provide an agenda for the meeting at-least twenty-four (24) hours in advance.
- b. Parent and student conferences as needed to assist to improve work quality and to derive maximum educational benefits and to allow parents to assist their child and understand the educational process.
- c. Extra duty assignments.
- d. An Open House or Back-to-School Night
- e. Unit Members shall not be required to remain later than 9:30 PM for non-paid evening event and shall NOT be required to work on weekends without pay.

Memorandum of Understanding: Extra Pay (Teaching 6/5th)

When the Fortuna Union High School District has exhausted all options, (i.e. FUHSD has flown the position and had no qualified applicants, applicants decline the position, or emergency need to fill an unforeseen vacancy) they may ask a certificated member in the department of need to fill the vacancy in a temporary role. That certificated member who is asked to give up their prep for the above stated reasons shall be compensated an additional one-fifth of their salary based on their hourly wage.

6.3 Preparation Time

All unit members, excluding counselors, shall be assigned a preparation time with a minimum requirement of 255 minutes per work week. A special schedule having shorter periods may be used on occasion if approved by the Department Chairpersons/ Administrators Council.

The preparation period shall be used for parent conferences, correcting papers, preparation, emergency substitutions, and other matters of an educational nature, without being placed on leave. Unit members are to remain on the school grounds during these periods of preparation; exceptions may be arranged with the site Principal.

- a. Unit members shall not be required to substitute during their preparation period.
- b. If a Unit Member agrees to substitute during his/her preparation period, s/he shall be paid \$15.00 per period.
- c. Unit Members who travel from one to school to another on a regular basis shall have the same rights to planning/preparation, lunch period, and physical relief breaks as do other Unit Members. Schedules of Unit Members who are assigned to multiple campuses will be arranged so that no such Unit Member will be required to engage in unreasonable amount of interschool travel.

6.4 Annual Registration

Except for special second semester courses added after registration, students shall register on an annual basis for all courses, whether year long or semester courses. A Master Schedule of class offerings shall be in place by March 15 for the upcoming school year.

6.5 Notification of Assignment

ARTICLE VI: HOURS CONTINUED

Each Unit Member shall be given written notice of the next year's assignment no later than June 15th of the preceding year. Such notice shall specify the course titles and building(s) to which the Unit Member will be assigned.

6.6 Summer School

During the month of April the District and the Association shall jointly agree on summer school hours and number of days based on State guidelines.

6.7 Work Load/Adjunct Duties

- a. No Unit Member shall be assigned more than three (3) different preparations without the Unit Member's consent.
- b. All individual adjunct duties, which do not require full faculty participation, shall be equitably distributed among Unit Members in the following manner: Total adjunct duty hours will be divided by the FTE, with dance duty weighted at one and a half (1.5) hours per hour served. Dance duty will be on a two year cycle with the district choosing two male and two female teachers for each dance from the certificated alphabetical list. Teachers serving one dance duty during the academic school year will fulfill their adjunct duty requirements. Teachers serving as Junior and Senior class advisors shall be exempt from the dance duty rotation. FUHSTA will be responsible for the supervision of five dances during the school year. Those Dances are to include the following: Freshman Orientation, Homecoming, Semi Formal (must include 1 staff member from East High and AR), Junior/Senior Prom (must include 1 staff member from East High and AR), Senior Ball and Banquet.
- c. Teachers not serving adjunct dance duties will serve two adjunct game duties during the academic school year. Game duties will be determined and distributed to FUHS staff by lottery system during the first contractual staff meeting of the year.

6.8 Work Load/Adjunct Duties

- a. The District shall make every effort to assign no more than three (3) different preparations without the Unit Member's consent.
- b. All adjunct duties, which do not require full faculty participation, shall be equitably distributed among Unit Members in the following manner:

Total adjunct duty hours will be divided by the FTE, with dance duty and drug screening Hours weighted at one and a half (1.5) hours per hour served. It is understood that some events may require male and female supervision. Extra pay assignments are attached as: Appendix B.

ARTICLE VII: LEAVES

7.1 Bereavement Leave

A Unit Member shall be granted necessary leaves of absence not to exceed five (5) days in the event of the death of any immediate family member. "Immediate family" shall mean mother, father, grandmother, grandfather, grandchild, brother, sister of the teacher or spouse, son, son-in-law, daughter, daughter-in-law, or any relative living in the immediate household of the teacher, or anyone whom the teacher can demonstrate has acted as a substitute for one of the above.

7.2 Extended Illness Leave

A Unit Member who exhausts all accumulated sick leave and is unable to resume his/her duties due to illness or injury of the unit member shall, for a period not to exceed five (5) months and commencing when sick leave is exhausted, be entitled to receive the normal compensation paid reduced by the actual cost of a substitute or the normal cost of a substitute if one is not obtained.

A Unit Member shall be entitled to a leave for each accident or illness the cause of which can be traced to the performance of service to the District.

ARTICLE VII: LEAVES CONTINUED

7.3 Industrial Accident Leave

- a. Such leave shall be granted to a Unit Member for up to sixty (60) working days.
- b. This leave shall commence on the first day of absence.
- c. Unit Members entitled to this leave shall be paid their regular monthly salary, provided that the Unit
- d. Member remits to the District the amount of any temporary disability indemnity check received due to the accident or illness. The District shall deduct normal retirement and other authorized contributions.
- e. A Unit Member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work at such a time as he/she and his/her physician agree that there has been such recovery.
- f. If the Unit Member exhausts the maximum leave authorized by this section and continues to receive temporary indemnity payments, the Unit Member may use accumulated sick leave to make up the difference between the Unit Member's monthly salary and the indemnity payments, provided that the Unit Member remits to the District the amount of the indemnity payment.

7.4 Legal Leave

A Unit Member shall be granted leave to appear in court when subpoenaed as a witness or called to serve on a jury. The Unit Member shall receive full salary during this legal leave.

7.5 Parental Leave

A Unit Member shall have the right to utilize illness/injury leave provided for in Section §7.8 For absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. Leaves may also be granted for other necessities arising from parenting.

- a. The District shall grant, upon request, an unpaid leave of absence to a pregnant Unit Member prior to the beginning of the disability period of her pregnancy. The Unit Member Unit Member's pregnancy may utilize the provisions of the pregnancy disability of this Article when the provisions of that section apply to her.
- b. A leave of absence shall be granted to a Unit Member without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration. Upon re-application, the District and the Unit Member may agree to extend the leave for additional periods of up to twelve (12) months.
- c. A Unit Member shall be granted one (1) day of absence on the day of the birth of his child and he shall be granted one (1) day of leave when the mother and/or the child leave the hospital. A Unit Member adopting a child shall be granted one (1) day of absence on the day that the child is received into his/her custody.

7.6 Personal Necessity Leave

A Unit Member may use, at his/her election, not more than six days of unused illness/injury

Leave for the purpose of personal necessity leave.

- a. Unit Members shall submit notification for personal necessity leave to the Principal at least one day prior to the beginning date of the leave, except when extenuating circumstances make this impossible. Such leave may be used at the discretion of the Unit Member who shall not be required to explain the reason.
- b. Personal necessity leave may be used in part day increments.
- c. Each Unit Member during the school year may, upon prior notification and District approval as to substitute availability, take one day, additional to Section a. above, of

ARTICLE VII: LEAVES CONTINUED

sick leave for any reason and receive the per diem for that day. This day shall not be taken on the day before or after a holiday or vacation period.

7.7 Sabbatical Leave

Each year one (1) Unit Member may be granted a sabbatical leave of up to one year to pursue a program of study, research or travel which will be of benefit to the school.

- a. To be eligible a Unit Member must have been employed by the District for seven (7) years prior to the leave and must serve one (1) year after returning from the leave.
- b. The sabbatical leave may include portions of more than one (1) school year, i.e., spring semester of one school year and fall semester of the following year.
- c. Unit Members wishing to apply for a sabbatical leave must submit a written request in the form of a brief outline of the Unit Member's plans for his/her sabbatical leave to the Sabbatical Leave Committee. Unit Members shall be interviewed by the committee.
- d. Written requests for sabbatical leave shall be compensated at the rate submitted to the Sabbatical leave Committee by the first Monday in November of each year. The committee shall consist of two (2) teachers appointed by the Association, the Principal, and the Superintendent. This committee shall act on the requests and notify the applicants of its decision within thirty (30) days after the first Monday in November.
- e. While on sabbatical leave, a Unit Member shall be compensated at the rate of one-half ($\frac{1}{2}$) of his/her regular salary and shall be paid monthly. A Unit Member who is on sabbatical leave is considered to be a full time employee and as such shall be granted full rights and benefits as provided by this Agreement.

7.8 Illness/Injury Leave

Every Unit Member shall be allowed twelve (12) days of sick leave annually.

- a. If the Unit Member does not use all 12 days in any school year, the days not used shall be cumulative from year to year.
- b. At the beginning of each school year, every Unit Member shall be advanced a sick leave credit equal to his/her sick leave entitlement for the school year. A Unit Member may use credited sick leave at any time during the school year.
- c. Summer school teachers may utilize sick leave that accumulated during the regular school year, for absences occurring during summer school,

- d. The District shall provide each teacher with a copy of District records showing accumulated sick leave credits. This shall be accomplished once a month.
- e. Unit Members claiming paid sick leave shall notify their Principal by telephone no later than 7:30 AM the day for which leave is claimed.
- f. The District with good cause may require a doctor's verification that a teacher is fit to return to work. After the fifth consecutive day of absence, teachers may be

ARTICLE VII: LEAVES CONTINUED

required to obtain a doctor's verification of illness and a doctor's verification of fitness to return to work.

- g. Part time certificated employees accrue paid sick leave on a pro rata basis.
- h. Unit Member shall arrange for transfer of unused, accrued sick leave from former or to future employing districts. Requests for transfer shall be in writing on forms approved by the State Department of Education.
- i. Upon receipt of a completed transfer request form, the District shall supply to Unit Member's new Member's new employer with a certified statement listing accumulated sick leave signed by the person who maintains employee attendance records.
- j. Two (2) additional days of leave of sick leave will be advanced at the start of each school year for each full time teacher who used two or less days of sick leave in preceding school year. Each Unit Member will be advanced twelve days of sick leave plus (if earned) the bonus days from the preceding school year.
- k. A Unit Member may use accrued sick leave to care for the illness or injury of a child, spouse, or parent as defined in the Family Medical Leave Act. A child is defined as biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

7.9 Unpaid Leaves of Absence

Unit Members shall be entitled to request unpaid leaves of absence of one (1) year or less from the District School Board, and the Board, may, under certain criteria that it may from time to time deem appropriate, grant or deny such request.

7.10 Reinstatement on Return from Leave

Upon return from a leave, (extended illness leave, industrial accident and illness leave, legal leave, parental leave, sabbatical leave and unpaid leave of absence) a Unit Member shall be entitled to return to the same field of competency as measured by credential major and minor or other Education Code provisions, if there has been recent employment experience in that field.

In any event, a Unit Member returning from leave shall have no greater right or lesser right to a position under this section than the Unit Member would have had under the other provisions of this Agreement had the Unit Member not gone on leave.

7.11 Substitutions

Regular full time member will not be required to substitute for another Unit Member who is On leave or absent from his/her classroom except when unforeseen circumstances occur and a substitute cannot be obtained.

7.12 Benefits

While on any unpaid leave, described in this section of this Agreement, a Unit Member shall receive District insurance benefits provided (s)he pays the premiums.

ARTICLE VII: LEAVES CONTINUED

7.13 Military Leave.

- a. Unit Members shall be granted leave during any war or national emergency declared by the President of the United States, to enter any branch of military service authorized by the U.S. Congress or California Legislature, join the U.S. Merchant Marines, or work for the American Red Cross, provided the latter is full time paid service.
- b. The leave shall not affect the classification of the teacher; however, the time spent on leave shall not apply toward acquisition of permanent status.
- c. Within six (6) months after honorable discharge from or change to inactive status in the military, the teacher shall return to the position held in the District prior to the leave or forfeit re-employment rights.
- d. Unit Members who return from military leave may displace any person employed to take their place.
- e. Teachers who are drafted or are members of state or national military service reserve units shall be given up to one hundred and eighty (180) days of leave per year if ordered to active duty. If the teacher has worked a year or more for the District, sick leave and other benefits shall not be diminished as a result of the leave.

7.14 Catastrophic Leave

- a. The catastrophic leave provision permits Unit Members to donate their accumulated sick leave days to another Unit Member when that person or a member of his or her family suffers from a catastrophic illness or injury.
- b. Definitions: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time, or it incapacitates a member of the Unit Member's family which requires the employee to take time off from work for an extended period of time to care for that family member, and that taking extended time off work creates a financial hardship for the Unit Member because he or she has exhausted all of his or her sick leave.
- c. Sick Leave may be donated to an Unit Member for a catastrophic illness or injury if all of the following requirements are met:
 1. The Unit Member who is, or whose family member is (as defined in article 7.8 k), suffering from a catastrophic illness or injury requests that Sick Leave be donated and provides notice to FUHSTA of catastrophic injury or illness.

FUHSTA shall be responsible for informing all Unit Members of the request and will identify the Unit Member by name.

2. The school district determines that the Unit Member has exhausted all accrued Sick Leave including any Sick Leave days provided for the current school year.

d. Any Unit Member may, upon written notice to the district office, donate accumulated Sick Leave at a minimum of one whole day to a maximum of four whole days per request.

1. All transfers of Sick Leave are removed from the donator's reserve of days and they are irrevocable.

ARTICLE VII: LEAVES CONTINUED

e. The Unit Member receiving donations may use all of the donated Sick Leave days. Any donated days not used will not be banked nor will they be returned to the donor. If the Unit Member exhausted all donated days and continues to need to be absent s/he may begin Differential Pay Leave.

ARTICLE VIII: TRANSFER / ASSIGNMENT

8.1 Transfer Defined

A transfer is the change of a Unit Member's job site between the District's four (4) campuses, Fortuna High School, East High School, Strongs Creek Community Day School and Academy of the Redwoods.

8.2 Reassignment Defined

A reassignment is the movement of a Unit Member from one subject area and/or department to another at the same work location.

8.3 Notice of Vacancies

The District shall give written notice to all Unit Members of any certificated vacancy to be filled by the District, at the time of posting. The notice of vacancy will include:

1. Assignment/department and/or school
2. Credential(s) required
3. Any special qualifications
4. Application process (closing date, interview requirements, etc.)

8.4 Requests

A Unit Member may submit a request for a transfer or reassignment to the District at any time, whether or not a vacancy exists. A Unit Member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of the Article. Upon the Unit Member's request, his/her application for transfer/reassignment shall be treated as confidential as practicable.

8.5 Involuntary Transfer/Reassignment

Involuntary transfer/reassignment shall be in compliance with State Education Code and State Department of Education guidelines. Reasons for involuntary transfer/reassignment may include the following:

- a. A decrease in the number of students which requires a decrease in the number of the Unit Members.

- b. Adjustment of class size.
- c. Elimination of programs and/or funding or school closings. Any other proposed involuntary transfer/ reassignments for any other reason shall be mutually agreeable to the District and Association.

8.6 Volunteers

When possible, transferees/reassignees shall be volunteers. As transfers/reassignments are determined to be necessary, the District shall post openings and solicit volunteers from Unit Members. Applicants shall be interviewed by a committee of department/program representatives and Administrators. Selection will be based on the following criteria:

ARTICLE VIII: TRANSFER / ASSIGNMENT CONT.

- a. Required credential(s);
- b. Special qualifications/experience;
- c. Seniority in the subject area according to teaching experience or credential units;
- d. Degree of disruption to the current District staffing patterns.

8.7 Seniority

In case more than one (1) Unit Member is equally qualified under the above criteria, the Unit Member with the greatest seniority shall receive said transfer or reassignment; or in the case of an involuntary transfer/reassignment, the qualified Unit Member with the least seniority shall be transferred or reassigned.

8.8 Basis of Transfer/Reassignment

A transfer/reassignment shall not be denied, nor an involuntary transfer/reassignment made, arbitrarily, capriciously, or without basis in fact.

8.9 Justification

The Superintendent, upon request, shall meet with the involuntary transferred/reassigned Unit Member, or the unsuccessful candidates for voluntary transfer/transfer/reassignment explaining the reasons for and any alternatives to the transfer/reassignment. If requested by the Unit Member, the reasons shall be stated in writing.

8.10 New Assignment

In the event that unforeseen circumstances require a Unit Member to be transferred or reassigned to a new teaching assignment, the Principal or his/her designee and the Unit Member will meet and agree on appropriate release time for preparation and planning. The District further agrees to provide any other assistance deemed necessary.

8.11 Return from Leave

Unit Members returning from leave shall be afforded all rights and benefits provided under this section.

No Loss of Benefits

No involuntary transfer, except transfer that also includes a change to or from the District's Administrative ranks, shall result in a loss of compensation, seniority or fringe benefits.

ARTICLE IX: ORGANIZATIONAL SECURITY

9.1 Professional Dues or Fees and Payroll Deductions - Member

Any Unit Member who is a member of the CTA - Fortuna High/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of

unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the Unit Members each month for ten (10) months. Deductions for Unit Members who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

9.2 Professional Dues or Fees and Payroll Deductions - Nonmember

Any Unit Member who is not a member of the CTA - Fortuna High/CTA/NEA, or who does not apply for membership within thirty (30) days of the effective date of this Agreement or within thirty (30) days from the date days of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessment, payable to the Association; provided, however, that the Unit Member may authorize payroll deductions in the same

ARTICLE IX: ORGANIZATIONAL SECURITY CONTINUED

manner as provided in Paragraph I of this Article. In the event that a Unit Member shall not pay such a fee directly to the Association or authorize payment through payroll deductions as provided in Paragraph I, the District shall immediately cause the termination of employment of such Unit Member. The parties shall agree further that the failure of any Unit Member to remain a member in good standing of the Association or to pay the equivalent of Association dues, initiation fees and general assessments during the term of this Agreement shall constitute just and reasonable cause for discharge from employment.

9.3 Religious Objections

a. Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CTA - Fortuna High/CTA/NEA as a condition of employment; except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section §501(c)(3) of Title 26 of the Internal Revenue Code:

- Hospice of Humboldt;
- Girl Scouts of Fortuna; and
- Boy Scouts of Fortuna.

Such payments shall be made on or before October 15 of each school year.

ARTICLE X: SALARY

10.1 Wages

1. Effective 1 July 2007, the certificated salary schedules shall be increased by four percent (4%). The Fortuna Union High School District and the Fortuna Union High School Teachers' Association agree to re-open negotiations on Schedule B no later than 28 September 2008. Any negotiated changes to Schedule B shall be effective 1 July 2008.
2. Unit Members at Class I, Step I, must meet the following criteria:
 - a. Hold a valid California teaching credential.
 - b. Possess a baccalaureate or higher degree.
 - c. Receive a salary from the General Fund of the District.
 - d. For District budgeting purposes, Unit Members will try to notify the District by May 1st of any anticipated column movement on the salary schedule due to increased

college units.

3. Any Unit Member employed by the District on or before June 30, 2003, who presents evidence of CLAD or BCLAD certification shall receive a one-time stipend of \$1,400.00, provided
 1. The Unit Member completed the training necessary for certification on non-work time, and
 2. No college credits have or ever will be submitted to the District for such training for the purpose of salary schedule advancement. In the event the District has paid for the training, the stipend will be reduced by the amount paid by the District.

ARTICLE X: SALARY CONTINUED

10.2 Extra Duty Assignment

The District shall adopt for the 2002/03 school year a schedule for extra duty assignments attached to this Agreement as Appendix B. A maximum of three (3) years credit will be given for prior years' extra duty experience.

10.3 Health Insurance

Effective July 1, 2009, the medical benefit cap shall be \$12,025.00 annually per unit member, and the medical benefit plan shall be the Redwood Plan. The difference between the cap of \$12,025.00 and the actual annual cost of the Redwood Plan, if any, shall be paid annually in September to the unit members enrolled in the medical benefit plan. At such time as the medical benefit plan cost meets or exceeds the \$12,025.00 cap any subsequent increase shall be paid 50% by District and 50% by the employee until agreed otherwise between the District and FUHSTA.

10.4 Dental Insurance

The District shall contribute one hundred percent (100%) of the cost per Unit Member and dependents for dental insurance. The carrier shall be California Dental Service, Delta Dental Plan of California, and the plan shall be Program IV.

10.5 Life Insurance

The District shall contribute one hundred percent (100%) per Unit Member for life insurance. The carrier shall be Met Life, and the plan shall be Policy 30366.

10.6 Vision Insurance

The District shall contribute one hundred percent (100%) per Unit Member and dependents for vision insurance. The carrier shall be Vision Service Plan, and the plan shall be Plan C", \$15.00 deductible.

10.7 Insurance Benefits

All funds provided by the District shall generally be divided by twelve (12) and allocated upon a monthly basis.

10.8 Insurance Coverage

The District may join the North Coast Schools Medical Insurance Group to provide any of the insurance herein. Policy coverage will not change.

10.9 Tuberculosis Test

All new or current Unit Members are required by law to obtain Tuberculosis Test clearance will have a PPD Test paid for by the District if obtained at the County Medical Center. If an x-ray is required because a PPD Test will not provide clearance, the District will pay any portion of the normal charges for this service not paid for by the Unit Member's medical insurance.

10.10 Layoffs

The Association reserves the right to bargain the impact and effect of any layoffs which may occur.

ARTICLE XI: MASTER PLAN

- 11.1 The District and the Association will follow the established guidelines for the Master Plan for the Special Education Program.

ARTICLE XII: EFFECT OF AGREEMENT

- 12.1 The specific provisions contained in this Agreement shall prevail over District practices and procedures with which they are in conflict and over State laws, only to the extent permitted by State law.

ARTICLE XIII: SUMMER SCHOOL EMPLOYMENT

13.1 Preference

Preference for summer school positions shall be first given to Unit Members.

13.2 Written Notice

Unit Members shall be given written notice of summer school positions at the time of its posting. All summer school positions will be posted for a period of five (5) days before selection.

13.3 Vacancy Notices

Summer school vacancy notices will be posted on or before May 1. Qualified Unit Members will be given first consideration upon individual request within two (2) weeks of posting. Thereafter, teachers outside of the District shall be solicited. Until positions are filled, a Unit Member preference will remain open.

13.4 Seniority

If two (2) or more Unit Members with the appropriate credentials apply for a position, said position will be first allocated to the senior member within the advertised subject matter according to teaching experience or credential units, and thereafter be rotated among qualified applicants.

ARTICLE XIV: SAVINGS PROVISION

- 14.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision 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.

ARTICLE XV: INDIVIDUAL TEACHER CONTRACTS

- 15.1 Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE XVI: EVALUATION PROCESS

16.1 Objective

It is understood and agreed to by the parties that their principal objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the Board to assist all certificated employees, but especially less experienced employees, in performing their professional skills.

16.2 Timeline

Evaluation shall be conducted according to the following schedule.

- a. Probationary and temporary Unit Members shall be evaluated each school year.
- b. Permanent (tenured) Unit Members shall be evaluated every other school year.

ARTICLE XVI: EVALUATION PROCESS CONTINUED

- c. A Unit Member may be evaluated every five years provided s/he:
 - 1. Has permanent status;
 - 2. Has been employed by the District for at least ten years;
 - 3. Is highly qualified as defined in 20 U.S.C. Section 7801;
 - 4. Had an immediately preceding evaluation meeting or exceeding standards; and
 - 5. The Unit Member and evaluator agree in writing to the five year evaluation cycle.

The Unit Member or evaluator may withdraw from the agreement no later than October 1 of any school year, in which case the Unit Member shall be evaluated that year. Should the evaluator withdraw consent, notice and identifiable cause shall be provided to the Unit Member in a timely manner. A Unit Member must have been evaluated under the evaluation procedures adopted in the 2002/03 contract to be eligible to participate. This provision shall not preclude a supervisor from making informal observations at any time.

- a. Unit Members who have reached age seventy (70) shall be evaluated as probationary employees.
- b. If a Unit Member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

16.3 Notification

Unit Members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.

16.4 Pre-conference

The Unit Member being evaluated and the evaluator shall meet no later than October 15 to discuss:

- a. Objectives and standards to be achieved during the evaluation period.
- b. In the event of a disagreement over the objectives, standards and/or evaluation schedule, the Unit Member and the evaluator shall:

1. Make a good faith effort to resolve the difference themselves.
2. If the disagreement persists, the parties may invite a third party to assist in resolving the differences. The third party shall recommend alternatives to the Unit Member and evaluator.
3. If either the Unit Member or evaluator reject the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute and to have a written statement attached to the evaluation form.
4. The Unit Member shall have the right to identify any constraints which the Unit Member believes may inhibit ability to meet the objectives and standards established.

ARTICLE XVI: EVALUATION PROCESS CONTINUED

16.5 Change of Objective

During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The Unit Member or evaluator may initiate a change of these objectives and standards in the manner prescribed in Section 3 above.

16.6 Observation

The evaluation shall include the following activities:

- a. A formal classroom/office observation shall last at least thirty (30) minutes; shall be scheduled by both parties; shall be followed by a post observation conference within three (3) days of the observation. A Unit Member who receives an unsatisfactory or improvement needed evaluation shall, upon request, be entitled to additional classroom/office observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.
- b. In the case of an improvement needed evaluation, the evaluator shall take positive action to assist the Unit Member in correcting any cited deficiencies. The evaluator's role to assist the Unit Member shall include, but not limited to, the following:
 1. Specific recommendations for improvement including voluntary participation in the Peer Assistance Program.
 2. Direct assistance to implement such recommendations;
 3. Provision of additional resources to be utilized to assist with improvement;
 4. Techniques to measure improvement;
 5. Time schedule to monitor progress.
- c. Informal, unannounced observations shall be fifteen (15) minutes in duration and shall ordinarily be two (2) in number. The Unit Member may ask to meet for a post observation conference after an informal observation.
- d. In preparing the final evaluation form for placement in the Unit Member's personnel file, the evaluator shall rely primarily upon data collected through classroom/office observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the Unit Member, and subsequently corrected, shall not be included in the final evaluation.

16.7 Accountability

State Education Code requires that Unit Members are accountable by being evaluated according to the following criteria:

1. The progress of pupils toward the standards, established by the Board of Trustees, of expected pupil achievement at each grade level in each area of study.
2. The instructional techniques and strategies used by the employees.
3. The employee's adherence to curricular objectives.
4. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
5. California Standards for the Teaching Profession.

ARTICLE XVI: EVALUATION PROCESS CONTINUED

A Unit Member shall not be held accountable for any aspect of the education program over which the Unit Member has no authority or ability to correct deficiencies. Examples would include:

1. Standardized achievement test results;
2. Results of any test utilized for the purpose of school improvement;
3. Achievement of objectives stated in Individual Educational Plans (IEPs) of Special Education students.

16.8 Final Evaluation

A final evaluation conference between the Unit Member and evaluator shall be held no later than forty-five (45) days prior to the end of the school year to discuss the content of the final evaluation form. In the event the Unit Member disputes the content, the Unit Member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain no "ratings" other than "satisfactory" or "unsatisfactory." A permanent teacher receiving a final rating of "unsatisfactory" will be referred to the Peer Assistance and Review Program (PAR) as soon as practical, but no later than the beginning of the following school year.

16.9 Rights to Representation

All Unit Members shall have the right to have an Association representative of their choice present during all phases of the evaluation process. All rights under Article 4.2(h) of this Agreement shall apply herein. It is the Unit Member's responsibility to get representation to the meeting at the set date and time.

16.10 Participants

Unit Members shall not be required to participate in the evaluation(s) of other Unit Members.

16.11 Form

A copy of the certificated evaluation form is attached: Appendix C.

ARTICLE XVII: REPORTING COMPLAINTS

17.1 Complaints by Parents

Whenever a parent or guardian is aggrieved at the action of any Unit member, such parent or guardian may give information thereof to the Principal and, in case the matter is not satisfactorily adjusted, may appeal to the Superintendent. No appeal will be heard, and no

charges against any Unit Member will be investigated or acted upon by the Board, unless reduced to writing, signed by the party bringing the same, and presented to the Board through the Superintendent. Board Members shall refer complaints regarding school personnel to the Superintendent.

17.2 Reporting of Communications

Every instance in which a Principal receives a communication from a parent or any other person should be reported in writing to the Superintendent if the communication can in any way be construed as being a complaint. These reports should be submitted within a day or two of the initial complaint and should consist of a one or two paragraph summary of the communication. Submit reports in duplicate. Significant **compliments** should also be submitted in writing to the Superintendent.

17.3 Complaints Concerning School Personnel

Board places trust in its employees and desires to support their actions in such a manner

ARTICLE XVII: REPORTING COMPLAINTS

that the employees are freed from unnecessary, spiteful, or negative criticisms and complaints.

Whenever a complaint is made directly to the Board as a whole or a Board Member as an individual, it shall be referred to the School Administration for study and possible solution.

- a. The Unit Member involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them. The Unit Member involved may request an Executive Session of the Board for the purpose of fuller study and a decision by the body.
- b. Generally all parties involved, including the School Administration, shall be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues.
- c. Hearsay and rumor shall be discounted as well as emotional feelings except as these directly related to the facts of the situation.
- d. The Board shall conduct this meeting in as fair and just a manner as possible.
- e. The Board may request a disinterested third party to act as a moderator to help reach a mutually satisfactory solution.

17.4 Side Letter

A side letter was agreed to by both parties assuring:

- a. District will not solicit parent or citizen complaints;
- b. If a complaint is of a serious nature and prior to the time it is put in writing, at the request of the Unit Member, a meeting will be held with the Unit Member and/or representative, complainant, and the Principal to attempt to resolve the complaint.

ARTICLE XVIII: PERSONNEL FILES

18.1 File Placement

There shall be a single personnel file for each Unit Member. Personnel files shall be kept in the Central Administrative Office of the District.

18.2 Inspection

A Unit Member shall have the right to inspect the contents of his/her District personnel file during preparation periods or before or after school.

18.3 File Copies

Upon written request, a Unit Member may obtain copies of any or all materials in his/her personnel file.

18.4 Excluded Material

Unless otherwise agreed to by the Unit Member, his/her personnel file shall not include ratings, reports or records which were :

XVIII: PERSONNEL FILES CONTINUED

1. Obtained prior to his/her employment by the District,
2. Prepared by identifiable examination committee members, or
3. Obtained in connection with a promotional examination.

18.5 Derogatory Materials

Information of a derogatory nature shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter and have attached to any such derogatory or negative statement, their own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal school hours, and the Unit Member shall be released from duty for this purpose without salary reduction. If the Unit Member alleges that the material is false and/or hearsay, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until such grievance sustains the material. In the event the District fails to comply with the provisions of this Section, such material shall not be allowed as evidence in any disciplinary action against the Unit Member or used by the District in any grievance filed by the Unit Member.

18.6 Material Destruction

Four (4) years after the addition of derogatory or negative material to his/her personnel file, upon written request, such materials shall be removed and destroyed.

18.7 Unit Representative

Upon written authorization by the Unit Member, an Association representative may review the Unit Member's file or accompany the Unit Member in his/her review of the file.

18.8 Signing and Dating

All materials placed in a Unit Member's personnel file shall be dated and signed by the person who caused the material to be prepared.

Access to a Unit Member's personnel file shall be limited to the District Administration on a need- to know basis. The contents of all personnel files shall be kept in the strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file as well as dates such requests were made. Such log shall be available for examination by the Unit Member or his/her authorized Association representative. Only if the Unit Member has been notified in writing in advance may the

Board of Education review the Unit Member's personnel file in a Personnel Session of the Board of Education.

ARTICLE XIX:PART TIME EMPLOYMENT

19.1 Mutual Consent

With the mutual consent of the Unit Member and the District, Unit Members shall be granted part time, unpaid leaves of absence.

19.2 Yearly Status

Said unpaid leave of absence shall continue from year-to-year unless prior to March 1, of each school year, the employee gives notice to the District of the termination of leave status at the commencement of the next school year.

ARTICLE XIX:PART TIME EMPLOYMENT CONTINUED

19.3 Hours

Such part time leaves of absence shall be from one (1) to four (4) daily teaching periods.

19.4 Compensation

Members on such unpaid leave of absence or part time employment shall be compensated by their placement on the current salary schedule as follows:

<u>Number of Instructional Periods (Exclusive of Preparation Periods)</u>	<u>Percentage of Salary Paid</u>
4	4/5ths
3	3/5ths
2	2/5ths
1	1/5t

Unit Members on such part time employment shall not be required to serve all or any portion of a preparation period on campus, but will be required to make themselves available for student conferences, faculty meetings and other duties of a full time teacher.

19.5 Benefits

The part time employee hereunder will have sick leave and other employment benefits prorated at the same time percentage as salary, but if they serve a three-fifths (3/5ths) proration or more, they will receive the same fringe benefits under the same conditions as a full time teacher.

ARTICLE XX:EARLY RETIREMENT

20.1 Early Retirement with Ancillary Service

20.1.1

Early retirement with ancillary service is an incentive plan whereby a Unit Member may retire early and have the opportunity to enter into an ancillary service contractual agreement with the School District.

- a. The Unit Member shall have reached fifty-five (55) years and have rendered a

minimum of ten (10) years to the District. The employee in this program shall resign his/her position with the District and shall not return to regular employment.

- b. Unit Members in this program shall enter into a written agreement and shall be granted a consultancy contract with the School District, which contract is renewable on an annual basis for up to five (5) years or until the employee reaches age sixtyfive (65), whichever comes first.

20.1.2 Service Agreement/Compensation

- a. The employee shall be compensated for up to forty-five (45) days per school year for services rendered at the employee's daily rate as determined by the employee's placement on the current salary schedule; but, in no case, shall

ARTICLE VII: LEAVES CONTINUED

the total compensation exceed the highest STRS limit after which retirement benefits are affected.

- b. The employee shall receive the same level of fringe benefits under the same conditions as a full time employee in the same classification.
- c. The benefits listed in a. and b., above, shall change each year at an amount equivalent to the change in salaries and fringe benefits granted full time employees in the same classification.

20.1.3 Request Procedure

The employee shall file an application with the Personnel Office prior to March 1 of the current school year. Application shall be subject to Board approval.

20.1.4 Services to the District

The services provided shall be mutually agreeable, but shall not be inconsistent with STRS requirements. The District shall each year make available to Unit Members STRS publications or other documents describing services that can be rendered. Services may include those normally performed by regular employed Unit Members, if:

- a. Allowed by STRS.
- b. There is not a qualified Unit Member available to perform the service. This shall not result in the dismissal of any Unit Members.

20.2 Early Retirement Health Insurance

20.2.1 Early Retiree Benefits

The District shall provide to Unit Members retiring prior to the age of Medicare eligibility the same health benefits provided to regular Unit Members of the District.

- a. To be eligible for this program, the Unit Member must meet the following qualifications:
 1. Have reached the age of fifty-five (55).
 2. Have been a full time certificated employee of the Fortuna Union High School District for at least five (5) years prior to retirement.
 3. Qualify for service or disability retirement under the State Teachers'

Retirement System and be drawing retirement pay therefrom.

- b. Health benefits with premiums paid by the District shall be for a period not to exceed ten years (10) or to the age of Medicare eligibility, whichever comes first.
- c. At the age of Medicare eligibility, the retired Unit Member may continue to receive the same health benefits provided regular Unit Members of the District if an advance payment of the cost of the premium is made to the District by the retiree.
- d. "Health benefits" means medical insurance only.
- e. The District's obligation to pay for medical insurance for retirees who retire after June 30, 1994 under this Article shall not exceed the monthly dollar amount paid for the retiree just before the effective date of retirement plus the annual increases in cost thereafter up to eight percent (8%) per year.

ARTICLE XX: EARLY RETIREMENT CONTINUED

20.3.1 Eligibility

Eligibility to request part time employment under this Article shall be governed by applicable law and regulation. Following District approval, final determination of eligibility shall be made by the State Teachers' Retirement System.

20.3.2 Application

Application for part time employment shall be made prior to March 1 of the current school year and must be initiated by the Unit Member and followed by District approval. Part time status shall continue until revoked by mutual consent of the Unit Member and the District, or as required by operation of law.

20.3.3 Days of Service

The part time employment shall be no less than the equivalent of one-half ($\frac{1}{2}$) of the number of days of regular service required during the Unit Member's final year of service in a full time position. Part time employment may include but is not limited to: one semester, partial days or alternate days.

20.3.4 Compensation

The Unit Member shall be paid a salary which is the prorate share of the salary s/he would be earning had s/he not elected to exercise the option of part time employment, but shall retain all other rights and benefits for which s/he makes the payments that would be required if (s)he remained in full time employment.

- a. The Unit Member shall receive all insurance benefits in the same manner as a full time employee
- b. The District and the Unit Member will make contributions required for full time Unit Members to the State Teachers' Retirement System.

ARTICLE XXI: PROFESSIONAL GROWTH

21.0 Each Unit Member credentialed after September 1, 1985, shall prepare individualized Professional Growth Plan that complies with the Hughes Hart Education Reform Act of 1983 Professional Growth requirements and the provisions for implementing those requirements as set forth in the California Professional Growth Manual from the Commission on Teacher Credentialing. In order to implement the state program at the local level, the District and the Association agree to the following provisions:

21.1 A local Professional Growth Panel will be established. Such panel will consist of two (2) people appointed by the bargaining unit Chapter President and one (1) person appointed by the District Superintendent. The Professional Growth Panel will establish

procedures for selecting, orienting, and assisting Professional Growth Advisors from the certificated staff according to the criteria in the Professional Growth Manual.

- 21.2 The local Professional Growth Panel will consult with the District on providing appropriate inservice training for advisors and panel members. The District will provide such information as it acquires to the panel members and advisors on staff development opportunities.
- 21.2 The local Professional Growth Panel will consult with the District on providing appropriate inservice training for advisors and panel members. The District will provide such information as it acquires to the panel members and advisors on staff development opportunities.
- 21.3 The Professional Growth Panel will give each Unit Member who holds a renewable credential the names of designated advisors from which they may select an advisor.

ARTICLE XXI: PROFESSIONAL GROWTH Continued

- 21.4 The credential holder and the Professional Growth Advisor shall develop a Professional Growth Plan which meets the requirements of the law as presented in the Professional Growth Manual.
- 21.5 Yearly, the District shall provide inservice training in areas that allow employees to accumulate professional growth hours.
- 21.6 The credential holder will follow all state designated procedures for keeping records of his/her Professional Growth Plan. Both the Professional Growth Advisor and the District will maintain updated copies of the Unit Member's plan.

ARTICLE XXII: STUDENT TEACHER SUPERVISION

22.1 Obligation

Both parties to this contract recognize their obligation to provide placement opportunities and training for student teachers within the following guidelines:

- a. Only Unit Members with permanent status shall be permitted to be master teachers/counselors.
- b. Only Unit Members who have had a minimum of two (2) consecutive years of satisfactory evaluations are eligible to be a master teacher/counselor.
- c. During years when compensation is available to the District and/or master teacher from the sponsoring university, each master teacher/counselor shall receive the stipend for overseeing a student teacher/ counselor.
- d. No student teacher/counselor shall be placed in any Unit Member's classroom/office before the Unit Member has had an opportunity to interview candidates and has given approval for the placement.
- e. The Unit Member shall be given opportunity to meet with the teacher trainee institution to review its expectations for the student prior to his/her placement,

ARTICLE XXIII: TENTH GRADE COUNSELING PROGRAM (SB 813)

23.1 Counseling Services

Funds utilized for counseling services for this program shall be drawn from volunteers from the following (in order):

- a. Current qualified counseling staff;
- b. Current qualified non-counseling staff;
- c. Qualified non-bargaining unit staff.

23.2 Non-Counseling Services

The above shall not apply where the District elects to offer non-counseling services.

- a. If the District elects to offer non-counseling services that require a teaching credential, services for this program shall be drawn from volunteers from the following (in order):

ARTICLE XXIII:TENTH GRADE COUNSELING PROGRAM (SB 813) Continued

1. Current qualified staff.
 2. Qualified non-bargaining staff.
- b. If the District elects to offer services that do not require a teaching or counseling credential, then the District will hire consultants as it deems fit.

23.3

The District is free to elect to not participate in this program.

ARTICLE XXIV:REPORTING OF CHILD ABUSE

24.1 Teacher Responsibility

No later than the end of the first week of school, the District shall provide each new Unit Member with a copy and explanation of the law regarding the new Unit Member's responsibilities of reporting child abuse and materials on how to recognize child abuse. Every three (3) years the District shall provide such inservice to all Unit Members.

24.2 Site Administrator Responsibility

When a Unit Member notifies the Site Administrator of an actual or potential case of child abuse, the supervisor shall provide needed assistance to that Unit Member in his/her fulfillment of legal responsibilities.

24.3 Confidentiality

Confidentiality of all information on child abuse which a Unit Member reports to the appropriate authorities shall be respected and maintained.

24.4 District Responsibility

The District shall provide legal assistance as needed to a Unit Member who is involved in legal actions as a result of his/her reporting of child abuse.

ARTICLE XXV:SAFETY PROVISIONS

25.1 Safe Working Conditions

Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. A lack of safety or hazard is to be determined by the Humboldt County Public Health Department, the County Building Department, County Fire Marshal, or under the California Occupational Safety and Health Act or the like.

25.2 Notification

It is the responsibility of each Unit Member to call any unsafe or hazardous conditions to the Attention of the Building Administrator. Corrected action of any condition determined to be unsafe or hazardous shall be as required by the law as determined by the inspecting entity.

25.3 Assault

Unit Members shall immediately report cases of assault suffered by them in connection with their employment to their Principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the Unit Member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the Unit Member, police and courts.

ARTICLE XXV: SAFETY PROVISIONS CONTINUED

25.4 Reasonable Force

Unit Member may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of a student; or to insure personal safety.

25.5 Medical Costs

The District shall through first Workers Compensation or otherwise reimburse Unit Members for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement incurred as a result of an injury sustained in the course of employment.

25.6 Reimbursement

Damages to personal property of Unit Members incurred as a result of the performance of his or her duties shall be covered by the District's insurance policy, with all deductible costs to be paid by the District.

25.7 Legal Counsel

In the event that criminal or civil charges are brought against a Unit Member resulting from the performance of his or her duties, the employer shall provide legal counsel to act in the Unit Member's defense.

25.8 No Wage or Benefit Loss

When absence or disability arises out of or from assault, Unit Members shall suffer no loss in wages or benefits set forth in this Agreement.

25.9 Safety Rules

The District may prepare, issue, and enforce safety rules and regulations necessary for the safe operation of the District as required by law.

ARTICLE XXVI: COUNSELORS

26.1 Introduction

This Article applies to counselors only. Whenever any provision of this Agreement as applied to counselors is inconsistent with the express terms of this Article, then this Article shall prevail.

26.2 Caseload

Article V on class sizes shall not apply to counselors. Counselors shall be assigned a Caseload which may be varied from time to time based on the needs of the District as determined by the District Board and Administration.

26.3 Length of the Work Year for Counselors

The counselors work year shall be ten (10) days longer than that of teachers as outlined in Article 6.1. This will be the attached teachers' duty calendar plus ten (10) additional days during the summer.

26.4 Length of the Counselor's Duty Day

The counselor duty day shall consist of that duty day as described in Article 6.2.

26.5 Wages

Counselors shall be paid from the teachers' salary schedule plus five and one-half percent (5½%).

26.6 Evaluation

Counselor evaluation and objectives will be based upon the State Framework. All provisions Of Article XVI, Evaluation Procedure, shall also apply to counselors. Observations may be Postponed at the request of a counselor if student confidentiality is involved.

ARTICLE XVII: PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agreed 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 are referred to or who volunteer for 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.

27.1 Joint Committee (JC)

- a. The Joint Committee shall consist of five (5) members, the majority of whom shall be certified classroom teachers who are elected by the Association. The District shall choose the Administrators of the Joint Committee. The Joint Committee term shall be for two (2) years.
- b. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds (2/3rds) of the members of the Joint Committee must be present. Such meetings shall take place outside of the regular teacher instructional day. Teachers who are members of the Joint Committee shall be compensated with a stipend. (see Appendix B)
- c. The Joint Committee shall be responsible for the following:
 1. Providing for training for the Joint Committee members as needed.
 2. Establishing its own rules of procedure, including the method for the selection of a chairperson.
 3. Selecting the Consulting Teacher(s).
 4. Selecting trainers and/or training providers.
 5. Providing for training for Consulting Teacher(s) prior to the Consulting Teacher's participation in the program.
 6. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher, and the site Principal.
 7. Adopting rules and procedures to effect the provisions of this Article. Said rules and procedures will be consistent with the provisions of this Agreement, and to

the extent there is an inconsistency, the Agreement will prevail.

8. Providing an overview of the PAR Program and evaluation standards and procedures to all bargaining Unit Members and Administrators at the beginning of each school year.
9. Establishing a procedure for application as a Consulting Teacher.
10. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
11. Reviewing the final report prepared by the Consulting Teacher, the Administrator's reevaluation, and making recommendations to the Governing

**ARTICLE XVII: PEER ASSISTANCE AND REVIEW (PAR)
PROGRAM Continued**

Board regarding the Referred Participating Teacher's progress in the PAR Program.

12. Evaluating annually the impact of the PAR Program in order to improve the program.
 13. Administering the budgetary dollars available to the program.
 14. Directing and coordinating staff development programs and activities of the District.
- d. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- e. The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Review. The Association retains the right to select its own attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay legal costs and fees in such actions.

27.2 Participating Teacher (PT)

- a. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory evaluation.
- b. A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a review of the Volunteer Participating Teacher's progress in the PAR Program. The Volunteer PT may terminate his or her participation in the PAR Program at any time.
- c. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall

not be shared with others, including the site Principal, the evaluator or the Joint Committee.

- d. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

27.3 Consulting Teacher(s) (CT)

- a. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the rules and procedures, provided that the following shall constitute minimum qualifications:
 1. A credentialed classroom teacher with permanent status.
 2. Substantial recent experience in classroom instruction.

ARTICLE XVII: PEER ASSISTANCE AND REVIEW (PAR) PROGRAM CONTINUED

- b. Shall demonstrate exemplary teaching ability, as indicated by, among other things, Effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different context.

Consulting Teachers should be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

- c. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years. A teacher may not be appointed to an Administrative position in the District while serving as a Consulting Teacher or for two (2) full years after serving as a Consulting Teacher.
- d. Functions performed pursuant to this Article by Bargaining Unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of Bargaining Unit Members.
- e. Consulting Teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- f. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- g. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- h. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher in PAR and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
- i. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the Referred Teacher has met the goals of the Assistance Plan, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The 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. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and be represented at this meeting by the Association representative of his or her choice.

- j. Upon completion of the Consulting Teacher's final report, the Joint Committee shall notify the evaluating Administrator, at which time a final evaluation will be completed. The results of the Referred Participating upon completion of the Consulting Teacher's final report, the Joint Committee shall notify the evaluating Administrator, at which time a final evaluation will be completed. The results of the

**ARTICLE XVII: PEER ASSISTANCE AND REVIEW (PAR)
PROGRAM CONTINUED**

Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or hers personnel file.

- k. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Review. The Consulting Teacher retains his or her right to select his or her own attorney to represent him or her in such actions. The District will pay legal costs and fees in such actions.

