

# AGREEMENT

between the

## BOARD OF TRUSTEES

### FORESTHILL UNION SCHOOL DISTRICT

and

### FORESTHILL TEACHERS ASSOCIATION

for

### JULY 1, 2022 - JUNE 30, 2025



Original Contract Board Approved December 12, 2022

Amended and Board Approved June 20, 2023

Amended and Board Approved March 11, 2025

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## ARTICLE I: AGREEMENT AND EFFECT

- 1.1. The district confirms its recognition of the Association as the exclusive representative for that unit of employees which includes the following job classifications: Permanent Teacher, Probationary Teacher, Temporary Teacher, Special Education Teachers, including but not limited to: Resource Specialist Teacher, Special Day Class Teacher, Speech and Language Pathologist, part-time Teachers and Shared Contract Teachers. And which excludes the following job classifications: Superintendent, Principal, and other certificated administrators, substitute teachers, summer school teachers, and all other certificated management classifications not specifically included above.
- 1.2. It is understood and agreed that the specific provisions contained in this Agreement shall be considered as District policy for unit members covered by this Agreement in determining related practices and procedures, superseding any conflicting provisions in Board policies; and that, in the absence of specific provisions in this Agreement, such practices are discretionary. This Agreement contains all agreements between the parties, written or implied.
- 1.3. This Agreement shall remain in full force and effect from July 1, 2022 to June 30, 2025.
- 1.4. The Agreement shall also remain in effect after its designated termination date so long as negotiations are continuing for the next Agreement.
- 1.5. Any individual contract between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE II: RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of employees which include the following job classifications: Permanent Teacher, Probationary Teacher, <sup>Education</sup> Resource Specialist Teacher, Part-time Teachers and Shared Contract Teachers. And which excludes the following job classifications: Superintendent, Principal, or other certificated administrator, substitute teachers, temporary teachers, summer school teachers, and all other certificated classifications not specifically included above.

## ARTICLE III: TEACHING CONDITIONS

- 3.1 Work Year



3.1.1 The length of the 2024/25 work year shall be one hundred eighty seven (187) work days, comprised of one hundred eighty instructional days, three (3) pre-instructional service days, one (1) post-instructional service day and two (2) Staff Development Days, and for the 2024/25 school year, one (1) additional Staff Development Day on Friday, August 30, 2024, for Differentiated Assistance. Said additional day shall be paid at each unit member's daily rate and included in the September 2024 payroll.

3.1.2 The Board shall make available in the school adequate staff lounge/lunchroom and lavatory facilities exclusively for adult staff use. The staff lounge shall be appropriately furnished by the District, shall be reserved for use by the staff, during the normal workday.

3.2 Class Size – Current Contract

3.2.1 The District class size planning ratio shall be 28/1.

3.2.2 Individual class sizes shall not normally exceed the following maximums, except in traditional large groups such as P.E. or experimental classes where the staff member has agreed to exceed these maximums.

Transitional Kindergarten (TK)	20
Kindergarten (K) - Third	28
Fourth - Eighth	32

3.2.3 All efforts will be made to lower the combination class by at least two (2) students and the impacted unit member will be given two (2) full days, or four (4) half days, for planning. With mutual agreement between unit member and the site administrator, unused planning days may be paid out at the unit member's daily rate at the end of the academic year.

3.2.4 When class size exceeds the maximums established in 3.2.2, for a two-week period, increased Teaching Assistant hours will be provided: a minimum of one hour three times a week.

3.3 Work Year

3.3.1 The length of the work year shall be one hundred eighty-six (186) workdays comprised of one hundred eighty instructional days, three (3) pre-instructional service days, one (1) post-instructional service day and two (2) Staff Development Days.

3.3.2 The school calendar shall include three (3) pre-instructional service days and one (1) post-instructional service day. One of the three pre-instructional days will be dedicated to unit members to prepare their classroom for the first day of school.

- 3.3.3 Newly hired unit members shall attend one additional pre-instructional paid service day (per diem) in their first year of employment with the district for new-hire orientation purposes.
- 3.3.4 The parties place a high value on the pre-instructional service days. Unit members are expected to attend these contract workdays for orientation and training sessions, as scheduled by the District. Unit members are discouraged from scheduling discretionary leaves on these days. The District shall schedule Staff Development Days as part of the District's calendar adoption process, which includes consultation with the Association. Should a unit member, for reasons beyond his/her/their control, be unable to attend a scheduled Staff Development Day, the District shall offer, if practicable, an opportunity to make-up the missed professional development, either through the District or District designee, during a contract workday within the current academic year.
- 3.3.5 Should the State modify the method of paying for Staff Development Days, or eliminate any of the days, the work year and salary schedule shall be adjusted accordingly through negotiations of the parties.
- 3.3.6 Notwithstanding the provisions of Article XIV, the parties agree to negotiate the continuance of adding Staff Development Days on the salary schedule during successor contract negotiations.

#### 3.4 Teaching Hours

- 3.4.1 The workday for all unit members shall not normally exceed 7.5 hours. Unit members are required to report for duty not less than 20 minutes before the beginning of the school's instructional day. The duty of all bargaining unit members shall include as much time as is necessary to fulfill professional duties to facilitate the educational program.
- 3.4.2 Scheduled minimum days for students are regular work days for unit members. When minimum days are due to poor weather conditions, unit member may leave after the district dismisses students.
- 3.4.3 Any change in the length of the workday shall be a negotiable item.
- 3.4.4 All unit members shall have a thirty (30) minute uninterrupted, duty-free lunch period, regardless of weather conditions.
- 3.4.5 Unit members shall spend the workday on campus, except for lunch, unless excused by the Superintendent or his/her designee. The Superintendent shall have the authority to excuse unit members earlier than the time as described above. However, such authority is at the sole discretion of the administrator and



shall not serve as a precedent for any like request. Each request for an early dismissal shall be individually considered by the Superintendent or his/her designee.

### 3.5 Preparation Periods

3.5.1 Grades TK – Eighth unit members' preparation time during the student contact time shall be a minimum of fifty (50) minutes twice a week, in no more than two increments of time. At the unit member's discretion, preparation periods may be used for:

- articulation
- assessment
- planning
- conferencing
- committee work
- small group/individual instruction
- collaboration with colleagues
- IEP and SST meetings

3.5.2 In the event of an emergency (e.g. acts of nature, unavailable personnel, etc.) and for the scheduling of IEP/SST meetings, preparation time may be lost.

### 3.6 Professional Obligations

3.6.1 The Board and the Association recognize that duties, responsibilities and obligations to the District exist outside of the contract day. Such positions include professional obligations.

3.6.2 Professional Obligations - Incumbent upon the professional are roles and functions that enhance and extend the practice of teaching. Unit members may be required to perform the following professional duties:

- Parent-Teacher Conferences scheduled on the annual district calendar (not to exceed ten (10) school days per year and to be held on minimum days).
- Back to School Night (fall) and Open House (spring) (not to exceed one (1) night each); and graduation.
- PLC meetings/trainings on early release Mondays will dismiss no later than 4 pm, unless exceptional circumstances require additional meetings or time.
- IEP and Student Study Team Meetings (limited to times as required by student need, scheduling restrictions and committee request, with reasonable efforts made to hold these meetings during the school day). The District, the Student Services Department shall make every effort to schedule IEP meetings which do not conflict with a unit member's preparation time.

3.6.3 Where applicable, unit members shall also be required to equitably share in performing the following duties during the unit members' workday:

- Yard Duty
- After School Dismissal Duty
- Other duties as requested. Disputes over such requests shall be negotiated.

3.6.4 It is understood that any and all professional non-legally required duties occurring outside the unit members' normal workday that are not listed in Articles 3.6.1, 3.6.2 or 3.6.3 (or Appendix C), or which are not compensated at the unit member's per diem rate of pay, shall be strictly voluntary in nature. The District shall make reasonable efforts to schedule professional duties as required during the unit members' 7.5-hour workday.

#### ARTICLE IV: SALARY AND BENEFITS

4.1 Salaries for unit members in the District shall be determined by the salary scheduled as indicated in Appendix "A".

4.1.1 A unit member may advance on the salary schedule one year at a time after their initial placement on the schedule.

4.2 Units for placement on the salary schedule must be reported by March 15th, for movement across the salary schedule for the next school year. Units must be completed by the first workday of the succeeding school year, with transcripts submitted to the District by December 31st of each school year.

4.3 Units for approved undergraduate level credits may be accepted for salary schedule placement when deemed appropriate to the curriculum by the Superintendent.

4.4 Credit for service outside the District shall be allowed on the salary schedule at the rate of one increment for one year of service with no maximum limit. Private school experience for step increment on the salary schedule will be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of teaching.

4.5 Health Insurance: The District's contribution of \$10,000 per FTE will provide for Medical, Vision, and Dental coverage for the unit member and their eligible dependents effective. The District health plans will be provided through the Placer/Nevada Schools Insurance Group (SIG).

4.5.1 Stipend Positions - To fulfill District and site-specific needs, and professional development opportunities, certain positions are designated in Appendix C.

These positions shall be voluntary and be awarded on a competitive basis, with prerequisites and term limits, as delineated in Appendix C.

4.5.1.1 Procedure - The District will announce the availability of stipend position(s) for the subsequent school year by April 1. Applications for the announced position(s) will be accepted from May 1 to May 15. Stipend position assignments will be announced before the last contract day of the school year.

4.5.1.2 New Stipend Positions. New stipend positions for which only certificated personnel are eligible shall be a negotiable item. Applications for new stipend positions will be accepted when positions are announced during the school year.

4.5.1.3 The district shall make every effort to fill a vacant stipend position with an employee of the district prior to seeking a volunteer from the community.

4.5.1.4 The district shall have discretion on whether to fill a stipend position or not, based on district need as determined by the Superintendent.

## ARTICLE V: ASSOCIATION RIGHTS, PAYROLL DEDUCTION & NEW BARGAINING UNIT ORIENTATION & INFORMATION

- 5.1 Employee organizations shall have the right to represent their members in their employment relations with public school employers, except that once an employee organization is recognized or certified as the exclusive representative of an appropriate unit pursuant to Section 3544.1 or 3544.7, respectively, only that employee organization may represent that unit in their employment relations with the public school employer. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership.
- 5.2 Employee organizations shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of district communication, including electronic mail (Email), subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this chapter.
- 5.3 To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes at the beginning of each faculty meeting to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. District and/or school site administration will excuse themselves during Association time if requested.

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- 5.4 A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances. In processing grievances, the parties will make a good faith effort to avoid interruption of normal services of District operations.
- 5.5 The Association President shall be provided release time as needed without loss of compensation to work on Association business. The Association President may designate up to one (1) additional Unit Member to attend a particular event. If the Association President elects not to use the release time him/herself, up to two (2) Unit Members may be designated to attend a particular event. The Association President shall not designate a particular Unit Member to attend Association events in excess of four (4) days per year. These provisions can be exceeded on a case-by-case basis by mutual agreement of the parties. However, such modification shall not constitute a past practice or precedent. If a substitute teacher is required, the Association shall reimburse the District for the cost of the substitute.
- 5.5.1 As Foresthill Teachers Association is an organizational security chapter, and the designated exclusive representative for the FUSD certificated bargaining unit, each bargaining unit member may choose to join FTA/CTA/NEA by completing a union Membership Enrollment Form upon or after employment.
- 5.5.2 The District will deduct from the pay of Association members and pay to the FTA/CTA/NEA the normal and regular monthly Association membership dues once notified in writing of member enrollment by the Association.
- 5.5.2.1 Once deductions commence for FTA/CTA/NEA members they will continue on an ongoing basis year to year.
- 5.5.2.2 Changes in dues amounts shall be processed by the District upon notification to payroll from the FTA President or their Designee.
- 5.5.2.3 Any Bargaining Unit Member wishing to be disenrolled from FTA/CTA/NEA, must make the request in writing to the FTA President who will then notify District payroll of official drops. Dues deductions will continue until such official notification by the President or their Designee.
- 5.5.3 By September 30 each year, the District will provide the Association with an alphabetical list of Unit Members for whom deductions have been made and indicate any changes from the prior year's list. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 5.6 Hold Harmless. The Association agrees to defend, indemnify, and hold harmless the District, its Governing Board, officers, employees, agents and representatives from and against all claims, damages, and costs, including reasonable attorneys' fees, arising out

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of, or related to, any action. The Association reserves the right to determine which, if any, claims to pursue.

## 5.7 New Bargaining Unit Orientation and Information

- 5.7.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
- 5.7.2 The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.
- 5.7.3 The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president no later than ten (10) calendar days in advance of the annual orientation meeting(s) or five (5) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
- 5.7.4 The Association shall be provided no less than forty-five (45) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.
- 5.7.5 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
- 5.7.6 The Association shall have District covered release time to attend and participate in new bargaining unit member orientations/onboarding meetings for a

bargaining unit member, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

5.7.7 The following new bargaining unit member information shall be delivered to the Association president in digital format and hard copy, no later than 30 days after the date of hire:

- Name
- Home Address
- Phone Numbers – work, home and cellular
- Personal (non-District) Email Addresses
- School Site
- Grade Level/Assignment
- Date of Hire
- Seniority Date
- Full time Equivalent (FTE) status
- Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- Credential(s) held

5.7.8 In addition, by the conclusion of the first calendar month of school, or within ten (10) days of any changes, the District shall deliver to the Association president or their Designee the following information in digital format for all bargaining unit members:

- Name
- Home Address
- Phone Numbers – work, home and cellular
- Personal (non-District) Email Addresses
- School Site
- Grade Level/Assignment
- Date of Hire
- Seniority Date
- Full time Equivalent (FTE) status
- Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- Credential(s) held
- Indication of any Unit Member on Leave of Absence
- An indication of whether the District is deducting dues for membership

5.7.9 The District shall not be required to provide an employee's home and personal cellular telephone number or email address to the Association if the employee does not provide such information to the District, has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise



has an alternatively designated address pursuant to Government Code section 6207.

## ARTICLE VI: SHARED CONTRACT TEACHING

- 6.1 It shall be permissible for two unit members to share duties of one classroom teaching position under the following conditions:
  - 6.1.1 Both unit members are to be compatible demonstrating an interest in a shared position and willingness to plan and work closely as a member of a teaching team.
  - 6.1.2 Both unit members will be equally accountable for the success of the classroom instructional program.
  - 6.1.3 Neither unit member shall be designated as a "lead teacher". Both shall be equally responsible to the assigned evaluator.
  - 6.1.4 The Board of Trustees approves the shared contract.
- 6.2 Each unit member shall be compensated for his/her portion of the one hundred eighty (180) school days. (For example, a 50/50 share equals ninety (90) days of instruction for each unit member, a 60/40 split would equal one hundred eight (108) days of instruction for one unit member and seventy-two (72) days for the other, etc.) In addition, each unit member shall attend the same two (2) pre-instructional days, one (1) post-instructional day, and three Staff Development days referenced in Article 3.3.1 of this Agreement.
  - 6.2.1 Shared contract unit members and site administrator shall collaboratively schedule faculty meetings, and grade level meetings to assure that one of the two unit members will be present to represent the shared position. The team members will collaborate fully with each other to assure both unit members are equally informed, and the students receive the maximum benefit from the information shared at the meetings.
  - 6.2.2 Assume all responsibilities pursuant to Article III of this Agreement, except for obligations defined in Article 2.1.
- 6.3 Should either unit member, for any reason, be unable to fulfill contract obligations, the other shall be willing to assume full-time responsibility until a suitable replacement is found. Every effort will be made to find a suitable replacement within sixty (60) days.
- 6.4 A unit member on a shared contract will receive a prorated amount of the District's vision, dental and health insurance benefits, with the District paying the appropriate percentage of the cost of the premiums and the unit member paying the remainder. The District will pay an appropriate percentage of the premiums of any alternate health

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benefit which a shared contract unit member may choose in lieu of the existing and/or adopted plans, provided that the cost of such policies does not exceed that unit member's percentage of the school year.

6.5 Service in this capacity will earn an appropriate percentage of the normal credit toward retirement, tenure and salary advancement. (Salary will reflect an appropriate percentage for advancement for each school year worked.)

6.5.1 For purposes of determining seniority, a shared contract unit member's date of hire is recognized the same as a full-time unit member.

6.6 A tenured unit member who is sharing a contract and wishes to pursue an open full-time position shall submit a transfer/reassignment request pursuant to Article XIII Transfers and Assignments.

## ARTICLE VII: GRIEVANCE PROCEDURE

### 7.1 Definitions

7.1.1 A "grievance" is a written claim by one or more bargaining unit members or by the Association that he/she/they/it has/have been adversely affected by a violation or misapplication of a provision of this Agreement. Implementation of any of these provisions in an arbitrary manner shall be interpreted as a violation and may be grieved. An "Association Grievance" is a written claim by the Association that the Association has been adversely affected by a violation of a provision of this Agreement, which directly affects the operation of the Association as the exclusive representative of the bargaining unit. It is not the intent of this procedure to provide a means of changing or adding District policies, District regulations or provisions to this Agreement. Actions to challenge or change the general policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal process. Other employer-employee relation matters for which specific method of review is provided by law are not within the scope of this procedure.

7.1.2 A "grievance" is a claim that a unit member or the Association has been affected by a violation, misapplication, or misinterpretation of this Agreement.

7.1.3 A "grievant" is the person or group of persons, the Association, or its representative making or presenting the grievance.

7.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievance and being designated to adjust grievances. A list

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of District management employees shall be supplied to the Association at the beginning of the school year.

7.1.5 "Day" means a day when unit members are required by contract to render service. For the purposes of the time limits herein mentioned, each day that a grievant is on an approved leave under Article X will extend the time limits by one day.

## 7.2 Level 1: Informal Resolution

7.2.1 The purpose of this level in the procedure is to realize, at the lowest level, equitable solution or clear resolution of problems that may arise.

7.2.2 Within ten (10) days after the grievant knew, or should have known, the act or omission giving rise to the grievance, the grievant shall request in writing a meeting with the immediate supervisor. The request shall specify the date of the request and an indication of the topic. The grievant and the immediate supervisor shall meet informally within five (5) working days of the request and shall attempt to resolve the issue informally.

## 7.3 Level 2: Formal Resolution, First Step

7.3.1 If there is not resolution at Level 1 and one or both of the parties deem it necessary, the grievant may file a written Request for Settlement of Grievance with the immediate supervisor within ten (10) days after the completion of the Informal Resolution Process (Paragraph 7.2 above).

The request shall be prepared in four copies with one (1) copy for the District, one (1) for the immediate supervisor, one (1) copy for the grievant, and one (1) for the Association.

The Request for Settlement of Grievance shall include: a description of the specific grounds for the grievance including names, dates, places and contract section(s) alleged to be violated, misapplied or misinterpreted; and a specific settlement or remedy requested.

7.3.2 The immediate supervisor shall meet with the grievant within five (5) days of receipt of the request to discuss the grievance.

Both parties will be allowed other persons as representatives, counsel or witnesses at this level or any other level of the formal grievance procedure.

7.3.3 The immediate supervisor or his/her representative shall submit a written disposition of grievance to the grievant within five (5) days of the meeting.

7.3.4 In the event the Superintendent is the immediate supervisor, the grievant may proceed to Level 4.

7.4 Level 3: Formal Resolution, Appeal to Superintendent

- 7.4.1 If there is no resolution at Level 2 and one or both of the parties deem it necessary, and in the event the Superintendent is not the immediate supervisor, the grievant may forward the request for settlement of grievance to the Superintendent together with the immediate supervisor's written response and a written rebuttal from the grievant explaining the grievant's reasons for dissatisfaction with the Level 2 results.
- 7.4.2 The Superintendent shall meet with the grievant within five (5) days. The grievant may be accompanied by the Association representative and the grievant's immediate supervisor may be present.
- 7.4.3 Within ten (10) days of this meeting, the Superintendent shall submit a written disposition of the grievance to the grievant and Association.

7.5 Level 4: Formal Resolution, Advisory Arbitration

- 7.5.1 If at the Level 3 meeting agreement cannot be reached, or if at Level 2 the Superintendent is the immediate supervisor, or if the Association is not satisfied with the District's response, the Association may proceed to arbitration by so notifying the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.
- 7.5.2 The arbitrator's advisory opinion shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any recommended award such financial reimbursement or other remedies as she/he judges to be proper. If any question arises as to the arbitrability of the grievance, the arbitrator shall decide whether to rule on arbitrability before or after he/she has an opportunity to hear the merits of the grievance.

7.6 Level 5: Formal Resolution, Decision by the Board of Trustees

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- 7.6.1 After receipt of the arbitrator's advisory opinion, the Board of Trustees shall consider adoption, rejection, or modification of the opinion at its next regularly scheduled meeting.
- 7.6.2 All materials developed from the inception of the grievance shall be included with the opinion for consideration by the Board.
- 7.6.3 The grievant and his/her representative shall be granted an opportunity to be heard in an executive session of the Board prior to the rendering of a decision by the Board.
- 7.6.4 The Board of Trustees shall make its decision within thirty (30) days of this meeting. The decision of the Board of Trustees will be final and binding upon all parties. However, once this grievance process has been exhausted internally, nothing herein prohibits the Association or grievant from pursuing the alleged violation, misapplication, or misinterpretation of the contract in a court of competent jurisdiction. The arbitrator's opinion may stand as evidence in such a case.
- 7.6.5 The Board of Trustees shall communicate its decision by registered mail to both parties within five (5) days.
- 7.6.6 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association, unless the Board rejects the arbitrator's opinion. In that case, the District shall pay the full cost of the arbitrator's services and expenses. In the event the Board accepts the arbitrator's opinion and the Association appeals to an agency or court of competent jurisdiction, the Association shall pay the full costs of the arbitrator's services and expenses. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

## 7.7 Guidelines

- 7.7.1 The timelines established in this Article may be extended by mutual agreement of the parties.
- 7.7.2 If at any level the grievance is mutually resolved, or if the grievant declines to take further steps, or if the grievant violates a time limit, the grievance is considered closed. If the District fails to meet any of the timelines listed above, the grievant may move the grievance to the next step in the process.
- 7.7.3 No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

- 7.7.4 Decisions rendered at Levels 2, 3, and 4 of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the grievant.
- 7.7.5 All grievance proceedings shall be kept confidential, and all documents relating to grievances will be kept in a grievance file, not in the unit member's files.
- 7.7.6 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of the Supervisor, unless such compliance would put the grievant's health or safety at risk or cause the grievant to violate the law.
- 7.7.7 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The cost of typing and printing such forms shall be borne by the District.

## ARTICLE VIII: TRANSFERS AND REASSIGNMENTS

### 8.1 Definitions

- 8.1.1 Whether voluntary or involuntary, a transfer is defined as a change from one work site to another.
- 8.1.2 Whether voluntary or involuntary, a reassignment is defined as a change in grade level assignment, Kindergarten through eighth grade within the same worksite.
- 8.1.3 A vacancy is any position that does not have a unit member assigned to it, and which the District intends to fill for the subsequent school year on a permanent basis. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.

### 8.2 Posting and Filling of Vacancies; Voluntary Transfer/Reassignments

- 8.2.1 Within five (5) workdays of knowing of vacancies, the District shall deliver to the Association and post in all worksites a list of all vacancies that occur during the work year and for the following work year. The list shall contain the following:
  - 8.2.1.1 A closing date which is at least ten (10) workdays following the posting date.
  - 8.2.1.2 A job description.

- 8.2.1.3 Credentials and qualifications necessary to meet the requirements of the position.
- 8.2.2 No assignment to fill the vacancy shall be made until after the closing date.
- 8.2.3 The District shall, upon a written request included by the unit member in the annual Notice of Intent/Request for Voluntary Transfer/ Reassignment form, notify that unit member by mail of any posted openings requested that may arise during the summer recess, intersession, or a period of leave. The unit member's request must be in writing and must include a mailing address.
- 8.2.4 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant who has not yet been interviewed.
- 8.2.5 Requests for transfer/reassignment by unit members may be made as vacancies in the staff are posted by the District. The request shall represent consent to be transferred/reassigned and may be acted upon without further consultation with the unit member. If a unit member already has an application on file within the previous twelve (12) months, it is not necessary to make a further application in order to be considered for any vacancy that the unit member is qualified to fill. A transfer/ reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 8.2.6 The Superintendent or his/her designee will give consideration to each member's request for transfer/reassignment and will interview each qualified member who applies for a vacancy. Vacancies will be filled utilizing any of the criteria listed below. All other factors being equal, seniority within the District shall be controlling.
1. Seniority in the District
  2. School site seniority
  3. Training or qualification for the position
  4. Past teaching experience
  5. Educational background
  6. Consultation with the unit member
  7. Enrollment changes
  8. Desires of the unit member
  9. The best interests of the School District
- 8.2.7 All Unit members who apply to fill a vacancy shall be notified of the District's selection within five (5) workdays of that decision. Upon written request, the District shall, in writing, provide a unit member with the basis for its decision.
- 8.2.8 Unit members returning from leave shall be afforded all rights provided under this Article.

*BT/mw*

8.3 Notice of Assignment for the Following Year

8.3.1 Each unit member shall be given written notice not later than May 31, regarding assignment for the following year. Such notice shall specify the building, grade level and subject area to which the member will be assigned. Nothing in this article shall be interpreted to imply that the District may not make additional reassignments after the May 31st notification.

8.4 Involuntary Transfer/Reassignment: The District reserves the right, per Education Code Section 35035 (c) and (d), to place staff in assignments appropriate to their credential.

8.4.1 Involuntary transfer/reassignment may be made for the following reasons: a decrease or increase in the number of pupils which requires a decrease or increase in the number of unit members assigned to a particular school, grade level or program; elimination of program(s) and/or funding; a unit member's documented performance or professional qualifications; or worksite closings.

8.4.2 The District shall, in instances when a unit member's performance or qualifications are not the basis for the transfer or reassignment, seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment is necessary, the District shall make the involuntary transfer/reassignment based upon any of the criteria listed in Section 8.2.6 above and shall provide, upon written request by the unit member, the basis for its decision in writing.

8.4.3 If a school site is to be closed, unit members at that site shall be accorded first priority for filling any new or vacant positions at the site or sites to which the pupils at the closing site are being placed.

8.4.4 Unit members who are transferred/reassigned within one (1) week prior to or during the work year shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/ reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.

8.4.5 An involuntary transfer/reassignment shall not be arbitrary, capricious, or without basis in fact.

8.4.6 Unit members returning from leave shall be afforded all rights provided under this Article.

ARTICLE IX: EVALUATION

9.1 The evaluation of members of the bargaining unit shall be the responsibility of management.

9.2 Evaluation Frequency

- 9.2.1 Probationary unit members will be evaluated each year while they are classified as probationary.
- 9.2.2 All evaluations will include at least one formal and two informal observations.
- 9.2.3 All unit members who have been employed between three and ten years will be evaluated every other year.
- 9.2.4 Unit members, who have been employed for at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA) and whose previous evaluation rated the employee as satisfactory, will be evaluated every five years.
  - 9.2.4.1 Such unit members may request evaluation outside of the five-year cycle.

9.3 The Evaluator shall be a unit member's immediate supervisor/administrator.

9.4 Evaluation Sequence

- 9.4.1 All probationary unit members and permanent unit members eligible to be evaluated within a school year will be notified by October 1.
- 9.4.2 A goal-setting conference between the evaluator and the unit member shall be held no later than October 31. At the conference, specific instructional and behavioral objectives will be mutually determined by the unit member and their site administrator. These objectives will be selected from the Framework for Teaching and Learning, attached as Appendix B.
- 9.4.3 There will be at least one formal observation which shall be arranged by the evaluator and the unit member at least five (5) working days in advance of the observation on a mutually agreed-upon date.
- 9.4.4 For probationary unit members, a formal observation shall take place no later than December 15. For permanent unit members, a formal observation shall take place no later than February 15. A post-observation conference shall be held within five (5) working days following the formal observations.
  - 9.4.4.1 If the unit member receives a "Needs Improvement" in one of their four overall ratings (Plan, Teach, Learn, Professional Practice), there will be a second Formal Observation, which will take place by February 15 for Probationary unit members and April 15 for Permanent unit
  - 9.4.4.2 Prior to this observation, the evaluator and unit member shall collaborate together to delineate a positive course of action to help the unit member to improve. The actions may include specific recommendations for improvement, direct assistance in implementing such recommendations, reasonable release time as needed to visit other classrooms, attendance at a workshop(s), and working with the support provider to improve in the areas of need.



- 9.4.5 Additional informal observations may be held at the discretion of the evaluator, with appropriate conferences as needed at any time during the year. The evaluator will provide feedback after each informal observation and throughout the year to support the unit member's professional growth.
- 9.4.6 The final summative evaluation by the site administrator must be in writing on the Evaluation Form (Appendix B.) and must be based on the review of all pertinent records that have previously been shared with the unit member and the formal classroom observation(s) and at least two informal observations. Each final summative evaluation will be supported by adequate and valid data.
- 9.4.7 A final evaluation conference shall be held at least thirty (30) calendar days prior to the last day of school in which the evaluator and the unit member shall review what is incorporated in the final summative evaluation. The unit member must sign the final summative evaluation, acknowledging receipt only.
- 9.4.8 The unit member may attach written comments to the final summative evaluation.
- 9.4.9 If the unit member does not agree with the final summative evaluation, he or she may request another evaluation by a team composed of the Superintendent, a teacher selected by the unit member, and a mutually agreed upon third party.
- 9.4.10 All evaluation reports shall be maintained in the unit member's personnel file.
- 9.4.11 Any permanent unit member who receives a "Needs Improvement" as their overall rating in any one of the four areas on their Final Evaluation is required to participate in the Peer Coaching and Review Program (see ARTICLE XVI) in the following school year.
- 9.4.12 Specialists such as nurses, counselors, speech therapists, psychologists, etc., will meet with their supervision administrator before October 31 to set objectives and an evaluation schedule for the year.
- 9.5 The forms used in this evaluation process shall be agreed upon by the District and FTA and shall be based on the requirements of the law, including the California Standards for the Teaching Profession. These forms shall be used in all evaluations of unit members. The District and FTA agree to utilize the updated evaluation forms in Appendix B for the 2023/24 and 2024/25 school years, after which the parties will meet and collaborate to evaluate the efficacy of the evaluation forms and further develop and revise the forms, as agreed.
- 9.6 No evaluation shall unduly interfere with the normal teaching/learning process.
- 9.7 Public complaints shall not be used in a unit member's evaluation.

#### ARTICLE X: LEAVES

##### 10.1 Sick Leave

A full-time unit member employed five (5) days a week is entitled to ten (10) days of sick leave during a work year; such leave is to accumulate from year to year without a limit. A certificated unit member working less than full-time shall be granted sick leave in the same ratio that the employment bears to full-time employment.

- 10.1.1 Sick leave is to be used when the unit member is unable to be present at work because of personal illness or injury or due to illness or injury of a spouse, child, parent or registered domestic partner.
- 10.1.2 Sick leave need not be accumulated prior to use, except that any unit member covered by this Agreement who does not complete a year of service may be charged, at the termination of his/her service for days of sick leave taken which are in excess of one (1) day per month of service, not covered by previous accumulation.
- 10.1.3 Should a unit member terminate services to the District for any reason, the unit member's earned sick leave may be transferred to the unit member's next district of employment, if the unit member so requests.

At the time of retirement, unused sick leave will be converted into additional service credit for those individuals who became members of STRS, or reinstated in STRS, prior to July 1, 1980 (E.C.22719).

- 10.1.4 The District shall provide each unit member with a written statement of his/her available and accrued sick leave total on a fiscal year basis. Such statements shall be provided no later than September 15, of each school year.
- 10.1.5 The District may require a physician's verification of illness if a unit member has been sick for five (5) or more consecutive days.
- 10.1.6 The District may require a physician's release for the unit member to return to his/her assigned duties following a continuous absence of 15 days or more resulting from illness, outpatient treatment, surgery or hospitalization.

## 10.2 Maternity Leave

- 10.2.1 The District shall provide for leave from duty for any unit member covered by this Agreement who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. A pregnant unit member shall place on file in the District Office a doctor's statement to the effect that she is in good health and able to continue to work. This statement shall also contain the projected date of birth and the date at which the doctor recommends that maternity leave commence. The doctor's statement shall be filed no later than

the end of the sixth month. If the physician deems it necessary, maternity leave may commence prior to the expected date of birth.

- 10.2.2 A unit member on maternity leave will be allowed to use any or all of the sick leave she has accumulated, if she so desires. After the sick leave is used, she will then be placed upon leave, receiving the difference between her normal salary and the substitute's pay until the doctor's release is received by the District.
- 10.2.3 Following the birth of the child, the unit member shall be allowed to return to the same position, subject to the provisions of Section 10.11 of this Article (Return Rights), provided her doctor supplies a written release stating that in the doctor's judgment she is able to resume her assigned duties. The date of the unit member's return to work shall be no sooner than the date recommended by her doctor.
- 10.2.4 When a unit member is placed on maternity leave because of physical inability to perform her duties, the portion of employer-paid health, dental and vision benefits will continue for three (3) months beyond the last month in which the unit member is on paid status. In order to receive the three months of paid benefits, the unit member must first file with the District a doctor's certificate of probable of return and a signed intent to return.
- 10.2.5 Disabilities caused or contributed to by pregnancy, miscarriage, and childbirth are temporary disabilities and shall be treated as such under any health or temporary insurance or sick leave plan available in connection with employment in school district.

### 10.3 Parental Leave

Eligible unit members may take up to twelve (12) work weeks of parental leave for reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. Parental leave shall be available and administered in accordance with Education Code section 44977.5 and the CFRA laws and regulations. The twelve (12) workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave. After a unit member exhausts all available sick leave, including accumulated sick leave, the unit member shall be compensated no less than fifty percent (50%) of the unit member's regular salary for the remainder of the twelve (12) workweek period. Unit members may not receive more than one twelve (12) workweek period of partial pay parental leave within a twelve (12) month period. Parental leave must be completed within twelve (12) months of the birth or the placement of the child. Requests for such leave shall be filed with Superintendent as early as possible and at all times at least three (3) weeks prior to the beginning date of the requested leave. This leave shall be taken in increments of no less than two weeks unless otherwise agreed upon between the unit member and Superintendent.

#### 10.4 Emergency Family Leave

10.4.1 When a unit member has exhausted FMLA/CFRA leave, the unit member may request an emergency family leave for the purpose of caring for his/her family when death or serious illness of the spouse or a child makes the unit member in the home essential to the welfare of the family. The Board may grant the requested emergency family leave after considering the circumstances prompting the requested leave. The leave may be granted after the unit member has utilized all earned sick leave available for the purpose of caring for the family. Duration of the emergency family leave may be for a period up to one (1) year, except that the District retains the option to delay the unit member's return until the end of the semester to provide educational continuity. An emergency family leave shall be leave without pay, but the unit members' health, dental and vision benefits shall be paid by the District during the leave. The rights of the unit member to return to the District shall be those defined in Section 10.11 of this Article.

#### 10.5 Extended Illness Leave

If a unit member has utilized all of his/her sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum that was actually paid a substitute. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.

#### 10.6 Industrial Accident and Illness Leave

10.6.1 Allowable leave will be for not more than sixty (60) working days, during which the schools are required to be in session, or when the unit member would otherwise have been performing work for the District in any fiscal year and for the same accident. Allowable leave shall not be cumulative from year to year when an industrial accident or an illness overlaps into the next fiscal year. The unit member shall be entitled to only the bulk of unused leave due him/her for the same illness or injury. Industrial accident or illness leave will be reduced one day for each day of authorized absence regardless of a temporary indemnity award.

10.6.2 Upon termination of industrial accident or illness leave, an unit member may use earned sick leave. For this purpose an absence shall be deemed to have commenced on the date of termination of industrial accident or illness leave. If the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulative sick leave, which when added to the temporary disability indemnity, will result in a payment of not more than the unit member's full salary.

- 10.6.3 During any paid leave of absence because of industrial accident or illness as provided herein, the unit member shall endorse to the District temporary disability indemnity checks received on account of the industrial illness or accident. The District shall issue appropriate salary warrants for the unit member's salary and shall deduct normal retirement and other authorized deductions. When a unit member is absent from duties pursuant to this section, he/she shall be paid.
- 10.6.4 A unit member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.
- 10.6.5 An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of service for the Board and the District.

10.7 Bereavement Leave

- 10.7.1 Each unit member is entitled to a leave of five (5) days for bereavement, four (4) days of which are paid, because of any death in the immediate family. "Immediate family" shall be defined as the mother, father, grandmother, or grandfather of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, or designated person of the unit member, or any relative or dependent person living in the immediate household of the unit member.
- 10.7.2 Upon verification of need, the Superintendent may grant two (2) days of unpaid, out of state travel time to be added to the five (4) days of bereavement leave.

10.8 Jury Leave

- 10.8.1 Unit members called as a witness in any judicial, legislative, or administrative hearing, not as a litigant, or for jury duty may do so with pay up to the amount of the difference between the unit member's regular earnings and any amount he/she receives for jury or witness fees.
- 10.8.2 The unit member shall file with the district any subpoena requiring his/her attendance as a court witness. He/she will turn over to the district the fees received for his/her services, exclusive of transportation expenses.

10.9 Personal Necessity Leave

- 10.9.1 A unit member may elect to take up to seven (7) days of earned sick leave per year as personal necessity leave. Three (3) of the seven (7) days can be requested without reasons stated. Four (4) days are subject to the limitations listed below.



10.9.2 The following reasons for taking personal necessity leave do not require advance permission, although a unit member will be required to inform the Superintendent or his/her designee of the reason for the absence after returning:

10.9.2.1 Death of a member of the unit member's family

10.9.2.2 Accident or emergency illness involving the unit member's person or property of the person or property of a member of the unit member's immediate family, for such emergency nature the immediate presence of the unit member is required during the unit member's workday.

10.9.3 The following reasons for taking personal necessity leave require advance permission from the unit member's supervisor prior to leave:

10.9.3.1 Critical illness and/or surgery in the immediate family

10.9.3.2 Appearance in court as a litigant or as a witness under an official order

10.9.3.3 Religious leave - limited to two (2) days

10.9.3.4 Necessary business leave, limited to two (2) days, for the purpose of conducting personal business which cannot be conducted after the school day or on Saturday. Examples of business leave, which may be authorized, are as follows:

- one-time special occasions for members of the immediate family, such as:
  - o Graduation
  - o Special Honors
  - o Military
  - o Marriage
- births in immediate family, and
- acts of God

10.9.4 The Superintendent, at his/her discretion, may grant necessary business leave, up to three (3) days per year, for reasons other than those specifically enumerated.

The unit member must make an advance request for the necessary business leave to the Superintendent or his/her designee.

## 10.10 Personal Leave – long-term

10.10.1 A leave may be granted for not more than one (1) school year for long term leave. The number of unit members on long term leave may be limited each year

to not more than one (1) certificated unit member. A long-term leave of absence may be granted only to a permanent unit member.

10.10.2 A long-term leave will place no financial burden on the District

#### 10.11 Scholarship, Fellowship, Study and Travel Leaves

10.11.1 A leave for one (1) year only may be granted to any permanent certificated unit member represented by the unit for the purpose of accepting a Fellowship, Fulbright Exchange, Scholarship, or pursuing studies, or travel for his/her academic growth.

10.11.2 A unit member returning to the District, after such leave, may be granted a maximum of one (1) salary step increment.

#### 10.12 Return Rights

10.12.1 If a unit member returns from an approved leave (paid or unpaid) of one school year or less, unless otherwise agreed, he/she shall be placed in the position he/she held prior to the leave.

10.12.2 If the leave extends beyond one (1) school year, and unless otherwise provided in this Article, a certificated unit member on a paid or unpaid leave of absence shall be entitled to return to an assignment which he/she is credentialed to teach.

#### 10.13 Miscellaneous

10.13.1 As a condition of being granted Maternity Leave, Emergency Family Leave, Extended Illness Leave, Industrial Accident or Illness Leave, or any other special leave not specifically provided above, unit members shall submit a signed agreement indicating that the District will be given written notice of the unit member's intended return no less than fifteen (15) days before the expiration of the leave, or before March 15, whichever is earlier.

10.13.2 The District shall design a form to be used for unit member leave reporting, to account for types of leaves. The District shall maintain the right to verify the use of leaves, should suspected abuse occur.

10.13.3 Persons returning from extended leave will be assigned by the Superintendent or his designee according to the needs of the District.

### ARTICLE XI: CATASTROPHIC LEAVE BANK

All unit members will be allowed to participate in a Certificated catastrophic leave program. FTA will appoint two certificated representatives to any and all committees currently operating or

which may be formed to oversee the program. The current program allows a unit member to request donations of sick leave in the event of a catastrophic illness and the imminent exhaustion of all other paid leave. Notice is sent to all unit members of the district and donations may be made within a specific donation period.

Catastrophic leave bank will be available to specifically named unit members as eligible leave credits when a member or that unit member's family member suffers from a catastrophic illness or injury. Open contribution time will annually occur in September. If the Catastrophic Leave Bank of the individual member is depleted of sick leave, contributions may be donated as needed during the school year.

The FUSD HR Department in cooperation with the California School Employees' Association, with the permission of the requesting member, will make known to all certificated employees the need for donations. The donation and receipt of such credits are subject to the following conditions.

11.1 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an member or a member of an member's family for an extended period of time, which incapacity requires the member to take time off from work to care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the member because they have exhausted all of their sick leave.

11.2 Member's may donate up to five days of sick leave.

11.3 In order to be eligible to use the bank, members must have donated at least one day to the bank during the school year they are requesting.

11.4 Family member is defined as follows: The following relatives, or the spouse of the member: mother, father, step-mother, step-father, children, step-children, foster children, grandparent, sibling, son/daughter in law, aunt uncle; or any relative living in the household of the member.

11.5 The member who is, or whose family is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated must:

11.5.1 Submit completed form and provide medical verification to the Personnel Office (or a family member if the employee is unable to make a written request because of the catastrophic illness or injury).

11.5.2 Exhaust all accrued paid leave credits.

11.6 The HR Department will refer eligible members under the Catastrophic Leave provisions to the Catastrophic Leave Committee, which will consist of 2 members of the California Teachers Association and one representative of the district. To approve an employee's request for catastrophic leave, there must be 2 affirmative votes.

11.7 A member who chooses to donate eligible leave credits:

11.7.1 Must submit a completed form to the personnel office of the intent to transfer the eligible leave credits.

11.7.2 Acknowledges that all transfers of eligible leave credits are irrevocable and binding.

11.7.3 Must donate eligible leave credits in a minimum of one day.

11.7.4 Additional leave credits may be donated up to five days.

11.8 Eligible credits donated into a "pool" will be distributed by the Catastrophic Leave Committee.

11.8.1 The Catastrophic Leave Committee will determine the number of days eligible members will receive.

11.8.2 One member shall not exceed 30 days of Catastrophic Leave per school year.

11.8.3 The committee's decision to deny the members request to receive donated leave credits is final and is not subject to review or appeal under the grievance or any other procedure.

11.8.4 If the Catastrophic Leave Bank exhausts all available sick leave, there is no obligation to provide sick leave to any eligible members.

11.8.5 If the Catastrophic Leave Bank is negotiated out of the contract, then the District and FTA agree to negotiate how the remaining sick leave days will be utilized.

11.8.6 The FTA will not be held responsible for the District's determination of eligibility. The District will not be held responsible for FTA's distribution of sick leave days in the Catastrophic Leave Bank.

### ARTICLE XIII: SAVINGS PROVISION

13.1 If any provision of this Agreement, or any application thereof to any member, 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. Should a provision be deemed invalid, the District shall reinstated any benefit reduced or eliminated up to the extent provided in the contract, so long as the reinstatement is allowable under law or the court decision.

### ARTICLE XIV: NEGOTIATIONS PROCEDURE

14.1 The District and Association bargaining teams shall consist of up to four (4) members each, with the members of each team selected by the respective party.

- 14.2 Each party shall present its Sunshine letter for inclusion in the January board meeting. Negotiations for a successor contract shall begin in February the year the entire contract is due to expire.

#### ARTICLE XV: ANNIVERSARY INCREMENT

- 15.1 The Foresthill Union School District shall provide anniversary increments at the following rates:
- 15.1.1 Two (2%) percent (of the unit member's base salary) for 5 years of completed service in the District.
  - 15.1.2 Four (4%) percent (of the unit member's base salary) for 15 years of completed service in the District. (The 4% includes the 5-year increment)
  - 15.1.3 Six (6%) percent (of the unit member's base salary) for 25 years of completed service in the District. (The 6% includes the 5-year and 15-year increments)
  - 15.1.4 Eight (8%) percent (of the unit member's base salary) for 30 years of completed service in the District. (The 8% includes the 5-year, 15-year, and 25-year increments)
- 15.2 These anniversary increments shall be based upon years of completed service for unit members actively employed in the Foresthill Union School District.
- 15.3 The criteria for entitlement shall be as follows:
- 15.3.1 Service must have been performed in paid status as a regular unit member of the District.
  - 15.3.2 The unit member must have worked 135 days of a school year in order to receive credit for that year.
  - 15.3.3 Service shall include assignments in component districts prior to unification.
  - 15.3.4 Service need not have been continuous.
  - 15.3.5 Time served on paid sabbatical leave will be considered creditable service.
  - 15.3.6 Time served on regular leave of absence (other than paid sabbatical) shall not be considered as being in paid status.
  - 15.3.7 Service as a substitute or temporary member will not be counted unless such time is incorporated into the regular service by law.

- 15.3.8 The anniversary increment percentage shall be applied to the unit members base salary from the certificated salary schedule. The increment shall not apply to service performed under the extra assignment provisions.
- 15.3.9 The effective date of longevity pay shall commence with the beginning of the 6th, 16th, 26th and 31st year of completed service. Each year must be consistent with the fiscal year, as stipulated under District contract.

## ARTICLE XVI: PEER COACHING AND REVIEW PROGRAM

### 16.1 Introduction

- 16.1.1 The Foresthill Teachers Association and the Foresthill Union School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, unit members must succeed in teaching. Therefore, subject to California State PAR Funding (AB1X), 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. Unit members referred to 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.
- 16.1.2 The Peer Coaching and Review Program is defined as follows: The PEER COACHING PROGRAM is to provide professional support for all unit members. The PEER REVIEW PROGRAM is to provide assistance to permanent unit members employed by the District, whose most recent performance evaluation contained an overall unsatisfactory evaluation in areas of subject matter, teaching strategies or teaching methods and instruction as specifically designated by Appendix B5 of the Agreement.
- 16.1.3 The Peer Review Program is strictly confidential. All proceedings and materials related to evaluation, reports and other personnel matters shall be confidential. Therefore, Par Panel Members and Consulting Teacher(s) may disclose information only as necessary to administer this Article.

### 16.2 PAR Panel

- 16.2.1 The Peer Review Program will be administered by a PAR Panel. The PAR Panel shall consist of five (5) members, two (2) of whom are selected by the District, and three (3) of whom are elected by the Association.
- 16.2.2 The term of PAR Panel members is two (2) years with the option of extending one year. PAR panel member must resign if applying for Consulting Teacher position.



- 16.2.3 The PAR Panel shall meet as often as necessary.
- 16.2.4 All actions of the PAR Panel shall be taken by a quorum of at least five (5) members. Action taken by a simple majority.
- 16.2.5 When the meetings and activities of the PAR Panel are during the school day, unit members shall be afforded release time. Times for outside the school day are compensated at an hourly rate.
- 16.2.6 The responsibilities of the PAR Panel for Peer Review Program shall include the following:
  - 16.2.6.1 Select Consulting Teacher(s). District teachers may apply for a consulting teaching position by way of application on a supplementary form prepared by the Panel. Based on a review of the application and the PAR Panel will select candidates for an interview. Part of the interview process shall include the observation of finalist candidates at least once by at least one Teacher PAR Panel member;
  - 16.2.6.2 Review reports prepared by Consulting Teacher(s);
  - 16.2.6.3 Forward the final report of the Consulting Teacher to the Governing Board of the District concerning Participating Teachers;
  - 16.2.6.4 Forward the names of individuals to the Governing Board who, after sustained assistance, are not able to demonstrate satisfactory improvement;
  - 16.2.6.5 Prepare an annual review of the impact of the Peer Review Program, including recommendations for improvement;
  - 16.2.6.6 Using a range of \$500 - \$3500, set stipend for Consulting Teacher;
  - 16.2.6.7 Develop a pool of potential Consulting Teachers.
- 16.2.7 The responsibility of the PAR Panel for Peer Coaching Program shall include the following:
  - 16.2.7.1 Set objectives for upcoming year;
  - 16.2.7.2 Select Coach;
  - 16.2.7.3 Outline primary duties to Coach, if needed;
  - 16.2.7.4 Review of program at end of year and report to governing board.

16.3 Consulting Teacher

16.3.1 The qualifications for the Consulting Teacher are:

16.3.1.1 A credentialed classroom teacher with permanent status and at least five years of recent teaching experience;

16.3.1.2 Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to the District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;

16.3.1.3 Ability to work cooperatively and effectively with other teachers and administrators, demonstrate effective leadership skills, and experience in working on school or District committees.

16.3.2 Conditions of employment for Consulting Teacher are:

16.3.2.1 Term is to be one year;

16.3.2.2 Release time will be provided as necessary;

16.3.2.3 Compensation to be determined by PAR Panel;

16.3.2.4 Within the first six weeks of the implementation of the program either the Consulting Teacher or Participating Teacher may petition PAR Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year;

16.3.2.5 Consulting Teacher will be supervised by the Superintendent or designee.

16.3.3 Duties of the Consulting Teacher are:

16.3.3.1 After assignment, Consulting Teacher will arrange a meeting including site principal, and Participating Teacher (PT) to discuss the Peer Review Program, to establish mutually agreed upon goals, develop the improvement plan and develop a process for determining successful completion of the Peer Review Program;

16.3.3.2 Conducting one or more observations of Participating Teacher during classroom instruction and monitor progress, and provide support as needed;

16.3.3.3 Preparing a Final Report, which will state the amount of progress to the PAR Panel.

16.3.4 Participating Teacher(s)

- 16.3.4.1 Permanent Teachers are referred to the Peer Review Program by receiving an unsatisfactory performance evaluation per Article IX of the Agreement.
  - 16.3.4.2 As soon as practicable after referral to the Program, the Participating Teacher will be assigned a Consulting Teacher.
  - 16.3.4.3 The Participating Teacher shall have the right of reply to all Progress Reports as well as the Final Report and said reply shall be appended to the report. The Final Report may be used by the district in any personnel decisions or proceedings regarding the Participating Teacher.
  - 16.3.4.4 Within the first six weeks of the implementation of the program either the Consulting Teacher or Participating Teacher may petition PAR Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year.
  - 16.3.4.5 When the meetings and activities of the Participating Teacher are during the school day, he/she shall be afforded release time. Times outside school day are compensated at daily rate.
- 16.3.5 The qualifications for the Coach are:
- 16.3.5.1 A credentialed classroom teacher with permanent status and at least five years of recent teaching experience;
  - 16.3.5.2 Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to the District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
  - 16.3.5.3 Ability to work cooperatively and effectively with other unit members and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.
- 16.3.6 Conditions of employment for the Coach are:
- 16.3.6.1 Term is to be determined by PAR Panel;
  - 16.3.6.2 Compensation shall be the regular placement on salary schedule;
  - 16.3.6.3 When desirable, the Coach will be a Consulting Teacher;
  - 16.3.6.4 Coach will be supervised by the Superintendent or designee.

16.3.7 Duties of the Coach shall include but are not limited to:

- 16.3.7.1 Meet with PAR Panel to discuss primary duties related to curriculum needs, if needed;
- 16.3.7.2 Review K-8 curriculum;
- 16.3.7.3 Set goals and objectives and review with site administrators;
- 16.3.7.4 Meet with staff, i.e. buy-out day, grade level meetings, faculty meetings and demonstration lessons;
- 16.3.7.5 Implement Goals and Objectives.

16.4 Unit Members who perform functions as Consulting Teacher, Coach or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.


16.5 This article shall be reviewed and ratified annually.

## ARTICLE XVII: LEGAL COMPLIANCE

17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be null and void except to the extent permitted by law, but all other provisions will continue in full force and effect.

### SIGNATURES:

Foresthill Union School District

By:   
Casey Peoples, President,  
Board of Trustees

Foresthill Teachers Association

By:   
Lori Johnson, Co-President

By:   
Mira Wordelman, Co-President

APPENDIX A: SALARY SCHEDULE

**2024/25 CERTIFICATED SALARY SCHEDULE**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Intern/TPSL</b>	<b>BA</b>	<b>BA + 30 units</b>	<b>BA + 45 units</b>	<b>BA + 60 units</b>	<b>BA + 75 units</b>
1	\$52,780.00	\$54,627.30	\$56,539.26	\$58,518.13	\$60,566.26	\$62,686.08
2		\$55,992.98	\$57,952.74	\$59,981.08	\$62,080.42	\$64,253.24
3		\$57,392.81	\$59,401.56	\$61,480.61	\$63,632.43	\$65,859.57
4		\$58,827.63	\$60,886.59	\$63,017.62	\$65,223.24	\$67,506.06
5		\$60,298.32	\$62,408.76	\$64,593.07	\$66,853.82	\$69,193.71
6		\$61,805.78	\$63,968.98	\$66,207.89	\$68,525.17	\$70,923.55
7			\$65,568.20	\$67,863.09	\$70,238.30	\$72,696.64
8			\$67,207.41	\$69,559.67	\$71,994.26	\$74,514.05
9			\$68,887.59	\$71,298.66	\$73,794.11	\$76,376.91
10				\$73,081.12	\$75,638.96	\$78,286.33
11				\$74,908.15	\$77,529.94	\$80,243.49
12					\$79,468.19	\$82,249.57
13					\$81,454.89	\$84,305.81
14					\$83,491.26	\$86,413.46
15					\$85,578.55	\$88,573.79
16					\$87,718.01	\$90,788.14
17						\$93,057.84
	<b>Increase</b>		<b>Health Cap</b>			
	2024/25	1.5%	\$10,000.00			
	2023/24	5.0%	\$10,000.00			
	2022/23	10.0%	\$7,467.00		<b>Longevity</b>	
	2021/22	2.0%	\$7,467.00		5 - 15 Years	2% of base
	2020/21	2.0%	\$7,467.00		16 - 25 Years	4% of base
	2019/20	3.0%	\$7,467.00	<b>Masters Stipend</b>	26 - 29 Years	6% of base
	2018/19	3.0%	\$7,467.00	\$1,000.00	30 + Years	10% of base

Board approved 3/11/2025

APPENDIX B: EVALUATION

RJM

APPENDIX C: STIPENDS

**APPENDIX "C"**  
**STIPENDS FOR INSTRUCTIONS PROGRAM COORDINATORS**

POSITION	DURATION OF TERM	STIPEND	PREREQUISITE
Athletic Director (see AR6145.2)	2 year	\$1,200.00	2 years teaching experience
Special Education Coordinator	4 years	\$4,000.00	Apprenticeship
CAASPP Test Site Coordinator	1 year	\$1,000.00	--
Teacher In-Charge	1 year	\$1,000.00	--

NOTES:

- Apprenticeship is served during the last year of the individual's term. The incumbent can re-apply for the position.
- Definitions:  
 Apprenticeship: an adjunct duty that provides job-specific training for a stipend position.  
 Duration: the length of the term of a given position.  
 Prerequisite: conditions of eligibility required for a specific stipend position.  
 Stipend: monetary compensation for a position as determined by Board Policy.

2022/23 Proposed Revision to Appendix C:

POSITION	DURATION OF TERM	STIPEND	PREREQUISITE
Athletic Director (AR 6145.2)	2 year	\$2,400	2 years teaching experience
Special Education Coordinator	4 years	\$4,000	apprenticeship
CAASPP Test Site Coordinator	1 year	\$1,000	—
Teacher In Charge	1 year	\$1,000	5 years teaching experience
Teacher-In-Charge	1 year	\$1,000	5 years teaching experience

*LS MW*