



Fort Bragg District Teachers Association

MASTER AGREEMENT

July 1, 2025

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June 30, 2028

FBUSD Board Approved 8/7/2025

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ARTICLE I - AGREEMENT

1.1 ARTICLES AND PROVISIONS

The articles and provisions contained herein constitute a bilateral and binding agreement (“agreement”) by and between the Board of Trustees of the DISTRICT and the FORT BRAGG DISTRICT TEACHERS’ ASSOCIATION, a local chapter of CTA and an affiliate of NEA. This Agreement is authorized by Chapter 10.7, Section 3540-3549 of Government Code (“Rodda Act”).

ARTICLE II – RECOGNITION

2.1 REPRESENTATION

The District recognizes the Association as the exclusive representative for all unit members of the bargaining unit. The bargaining unit consists of all employees holding any of the following positions:

2.1.1 Counselors, Psychologists

2.1.3 Librarians

2.1.3 Teachers, which shall include:

- a. Teachers of Preschool through 12th grade
- b. Teachers of Special Education
- c. Teachers of all Categorical Programs
- d. Teachers of Alternative Education
- e. Teachers on special assignment or extra-curricular activities.

ARTICLE III - DEFINITIONS

- 3.1 “Agreement” means this written contract.
- 3.2 “Unit Member” means any certificated employee whose position is named in ARTICLE II and is therefore covered by the terms and provisions of this Agreement.
- 3.3 “Days” means any day during which the District office is open for business, except as otherwise noted.
- 3.4 “Duty days” means those days of service required by the unit member’s annual contract.
- 3.5 “Board” means the Board of Trustees of the Fort Bragg Unified School District.
- 3.6 “Daily rate of pay” means the unit member’s annual salary divided by the number of his/her duty days.
- 3.7 “Differential pay” means the difference between teachers’ daily rate and the daily rate of a substitute.
- 3.8 “District” means the Fort Bragg Unified School District.
- 3.9 “Immediate family” means:
any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 3.10 “Extended family” means aunts, uncles, nieces, and nephews.
- 3.11 “Association” means the Fort Bragg District Teachers’ Association, a local chapter of CTA and an affiliate of NEA.
- 3.12 “Agreement Year” means from July 1 to June 30 of any year specified.
- 3.13 “School Year” those days in which students are required to be in attendance.
- 3.14 “Duty Year” required days of service for certificated staff as per individual contract.

3.15 “Consensus” shall be defined as being reached when 80% (without rounding) or more of bargaining unit members at the site agree.

ARTICLE IV - DISTRICT RIGHTS

4.1 DISTRICT RIGHTS

All matters subject to negotiation as listed in Educational Employment Relations Act 3543.2, shall be negotiable. All other matters shall be reserved to the Board of Trustees.

ARTICLE V - EMPLOYEE RIGHTS

5.1 EMPLOYEE RIGHTS

All unit members shall have the right to become, or not to become, members of teacher organizations. Participation of non-members in teacher organizational activities is subject to the regulations of Fort Bragg District Teachers Association.

ARTICLE VI - PAYROLL DEDUCTIONS AND ASSOCIATION DUES

6.1 DUES DEDUCTIONS

The Association shall notify the District of any teacher who is a member of FBDDTA/CTA/NEA, or who has applied for membership in the Association, and the Association shall deliver to the District an assignment authorizing deduction of unified membership dues and general assessments in the Association. This authorization shall continue in effect from year to year unless revoked in writing by the Association. Unit member's requests to cancel or change authorizations for dues deduction shall be directed to the Association.

Pursuant to this authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.1.1 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing forty-five (45) days after such submission.

6.1.2 The District will provide this service at no cost as long as there is no charge by the county for this service. If the county charges for this service, a charge equal to the county charge may be charged to each employee.

6.2 HOLD HARMLESS CLAUSE

The Association agrees to indemnify and hold the District harmless from any action related to the provisions of this Article or their implementation, including the payment of attorneys' fees, legal costs, and any damages incurred by the District; provided that, the Association shall have the exclusive right to decide and determine whether any such action shall be resisted, defended, compromised, tried or appealed.

The District and the Association agree to provide to each other such information, as each reasonably may need to meet its responsibilities under this Article.

The District agrees to remit the funds deducted from employees under this Article to an Association agent designated and authorized in writing by the Association. Upon and after such remittance, the Association shall be fully responsible for disposition of remitted funds.

6.3 REMITTANCE OF DUES

With respect to all sums deducted by the District, the District agrees promptly to remit the collected sum to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

6.4 NEW MEMBERS

The names of terminated or newly employed personnel who are members of the bargaining unit shall be furnished to the Association by the District within fifteen (15) duty days of ratification by the Board of employment or termination. The Association agrees promptly to furnish any information needed by the District to fulfill the provisions of this Article.

6.4.1 The following new bargaining unit member information shall be delivered to the Association president in digital Excel format, or in any other mutually-agreed upon digital format, and hard copy, no later than fifteen (15) days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-district) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date

9. Full time Equivalent (FTE status)
10. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e. Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

6.4.2 New Bargaining Unit Member Orientation

- 6.4.2.1 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.

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.

- 6.4.2.2 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 and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar 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.

6.4.2.3 The Association shall be provided no less than thirty (30) 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 shall not be present during Association time, unless the Association requests specific administrators remain present.

6.4.2.3.1 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.

6.4.2.3.2 The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to three (3) bargaining unit members, selected by the Association, if any orientation/onboarding meetings is held during contractual work hours.

6.5 DEDUCTIONS FOR ANNUITIES, SAVINGS, ETC

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities.

6.6 WRITTEN AUTHORIZATION

The written authorization for approved insurance and benefit programs and the amount of dues deducted from the Association members' warrants shall be changed by the District upon timely request of the Association.

6.7 SOLICITATION

Solicitation and/or servicing of association insurance and benefit programs shall not interrupt unit members' duties. The use of District facilities shall be with prior approval of the appropriate administrator.

ARTICLE VII - MAINTENANCE OF BENEFITS

7.1 MAINTENANCE OF AGREEMENT

During the term of this Agreement, unless modified by a written agreement by the parties, the District shall contribute to health and welfare benefits as specified in Exhibit A until a successor Agreement is ratified by both parties. Except for such changes as may be necessary to conform to this Agreement or any subsequent amendments to it, the Board shall make no changes in its written policies as of July 1, 1983, on matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances.

7.2 NO CHANGES IN CERTAIN POLICIES

The Board of Trustees will follow the past practice of reasonable notification of the Association on the Board's written policies regarding the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. If FBDTA wishes to consult with the Board on these matters, they will notify the District in a timely manner.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise affecting the welfare or working conditions of unit members covered by this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate.

Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally prior to Level One, with any appropriate member of the administration, and to have the grievance addressed without intervention by the Association, provided that it is not inconsistent with the terms of this Agreement.

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

8.2 NOT WITHIN SCOPE

Actions to challenge or change the policies of the Board of Education and administrative regulations of the District, or disputes for which a specific appeal procedure is provided by statute, are not within the scope of this grievance procedure.

8.3 DEFINITION OF TERMS

8.3.1 **GRIEVANCE:** A grievance is any complaint arising from an alleged violation, misinterpretation, or inequitable application of the provisions of this Agreement.

8.3.2 **TEACHER:** Any employee whose position is listed in Article II.

8.3.3 **SUPERVISOR, OR RESPONSIBLE PROGRAM MANAGER:** A supervisor or responsible program manager is the administrator having immediate responsibility for the work performed by the grievant.

- 8.3.4 GRIEVANT: A grievant is a teacher or teachers, including the Association, or representatives filing a grievance.
- 8.3.5 PARTIES IN INTEREST: Parties in interest are the teacher or teachers making a claim and any person who might be required to take action, or against whom action might be taken, in order to resolve a grievance. The Association or its representatives becomes a party in interest at Level Three, or at Levels One or Two if requested by the grievant.
- 8.3.6 CONFeree: A conferee is an individual chosen by any party in interest to assist in grievance proceedings, e.g. fellow employee, department head, supervisor, or responsible program manager, administrator, Association, or legal counsel.
- 8.3.7 ARBITRATOR: An arbitrator is a person selected by the two parties. The arbitrator shall be selected within seven (7) duty days of receipt of the appeal provided for by Level Three. If the two parties fail to reach agreement on an arbitrator within the seven (7) duty days, California State Mediation and Conciliation Service shall be requested to supply a list of five qualified arbitrators. Each party shall alternately strike a name from the list until only one remains. The order of striking shall be by lot.
- 8.3.8 GRIEVANCE REPRESENTATIVE: The Building Representatives of the Association are designated as Grievance Representatives to assist in processing grievances.

8.4 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL ONE

- 8.4.1 Within thirty (30) duty days after a teacher knew of the condition upon which the grievance is based, s/he may request a conference with the supervisor, or responsible program manager. With the approval of the Superintendent, the time limit may be waived. The conference shall be held within five (5) duty days of the request and each party in interest may be accompanied by a conferee.
- 8.4.2 If the grievant is not satisfied with the results of this conference, s/he may initiate the Resolution of Grievance procedure by filing with the Supervisor, or responsible

program manager, within five (5) duty days of the conference, the District Statement of Grievance Form which shall contain:

- a) The name and work location of the grievant.
- b) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- c) A listing of the Articles and sections of the Agreement which are alleged to have been violated or misapplied.
- d) A listing of the reason why the resolution of the problem proposed at the conference is unacceptable.
- e) A listing of the specific actions requested of the District which shall remedy the grievance.

8.4.3 The grievant shall, at the time of filing the District Statement of Grievance, notify the Association within 24 hours giving the following information: a) Date of filing.

b) Article of contract allegedly violated or misapplied.

c) Name of grievant.

8.4.4 The Supervisor or responsible program manager shall transmit on the District Supervisor's Response Form, the written decision to the grievant within ten (10) duty days of the receipt of the grievance.

8.4.5 The Supervisor or responsible program manager shall not agree to the resolution of any grievance considered at Level One (Section 2.a.2) until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within fifteen (15) duty days.

8.5 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL TWO

8.5.1 If the grievant is not satisfied with the decision of the Supervisor or responsible program manager at Level One, s/he may, within ten (10) duty days after the receipt of the decision, or if no decision is received when it was due, file an appeal with the Superintendent on the District Grievant Appeal to Superintendent Form. The appeal shall contain:

- a) A copy of her/his original Statement of Grievance Form. (Exhibit F)
 - b) A copy of the Supervisor's Response Forms (if received).
 - c) A copy of the completed Grievant's Appeal to the Superintendent Form (Exhibit F)
 - d) A copy of Association Notification Form (Exhibit F)
- 8.5.2 Notification of the appeal shall be given to the Association by the grievant within 24 hours, using the Association Notification Form.
- 8.5.3 If the grievance arises at a level above the principal or immediate supervisor, or responsible program manager, the grievant shall submit such a grievance on the District Statement of Grievance Form, to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.
- 8.5.4 The Superintendent shall, within eight (8) duty days of receipt of the appeal, meet with the parties in interest, and within seven (7) duty days of the meeting, transmit his/her written decision to the grievant on the District Superintendent's Response to Grievant's Appeal Form.
- 8.5.5 The Superintendent shall not agree to the resolution of any grievance considered at this level (Two) until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within fifteen (15) duty days.

8.6 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL THREE

- 8.6.1 If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
- 8.6.2 The Association shall request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance.
- 8.6.3 At the earliest mutually agreeable time, the mediator shall meet with the Association, the grievant and the District for the purpose of resolving the grievance.

- 8.6.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- 8.6.5 In the event that the grievant, the Association and the Superintendent or her/his 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 Level Three and the grievance may proceed to Level Four.

8.7 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL FOUR

- 8.7.1 If the Association wishes to appeal the decision of the Superintendent, and no settlement agreement has been achieved at Level Three, the Association may proceed to Arbitration. The Association shall file the request, in writing, with the Board and within ten (10) days after the termination of Level Three.
- 8.7.2 The arbitrator shall hold a hearing to determine whether or not there is a grievance, as defined in Section 8.3.1, Definition of Grievance. If the arbitrator determines that there is, in fact, a grievance, it shall proceed as described below:
- 8.7.3 The Arbitrator's hearing shall provide for written and/or oral testimony to be submitted by any person having pertinent information. Documents which the grievant shall submit to the Arbitrator include those filed at Level Two and a copy of the Superintendent's response.
- 8.7.4 The hearing shall be conducted according to the rules and procedures prescribed by the Administrative Procedure Act, as set forth in the California Government Code.
- 8.7.5 The Arbitrator shall consider only those issues which have been properly carried through all prior steps of the grievance procedure.
- 8.7.6 The jurisdiction of the Arbitrator shall be confined to a determination of the facts as they relate to the grievance.

8.7.7 The Arbitrator shall render a decision within thirty (30) days after the closing of the hearing. The decision shall be reduced to writing, recommending such remedies as s/he considers being proper, and transmitted to the parties in interest and the President of the Board of Trustees.

8.7.8 The decision of the Arbitrator shall be final and binding upon the parties.

8.8 RIGHTS OF THE GRIEVANT

8.8.1 No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the Administration or the Board or by the Association or its representatives against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation.

8.8.2 A unit member may be represented at all stages of the grievance procedure.

8.9 GENERAL PROVISIONS FOR RESOLUTION OF GRIEVANCES

8.9.1 At any step in this procedure, the grievant may be heard personally or s/he may be represented by the conferee of his/her choice.

8.9.2 The person against whom the grievance is filed and each party in interest may be represented by a conferee of his/her choice.

8.9.3 If, in the judgment of the Association, a grievance affects a group or class of the bargaining unit, the Association may initiate and submit the grievance at the appropriate level provided that the aggrieved persons are named, and they authorize in writing such representation.

8.9.4 If the grievance arises at a level above the principal or immediate Supervisor, or responsible program manager, the grievant shall submit such a grievance on the District Statement of Grievance Form to the Superintendent directly and the processing of such grievance shall commence at Level Two.

8.9.5 No party may be required to discuss any grievance if the conferee is not present.

- 8.9.6 If the Board requires that the unit member process a grievance during the hours of the regular assignment, s/he and one other staff member, whether a conferee or a party in interest, shall be released without loss of pay or benefit.
- 8.9.7 The Board and the grievant shall share equally the payment for the services and expenses of Arbitration.
- 8.9.8 Documents, communications, or records dealing with a grievance shall be filed in a special grievance file maintained in the District Office.
- 8.9.9 All documents, communications, and records dealing with the processing of a grievance below Level Three should be kept confidential.
- 8.9.10 No reprisals of any kind shall be taken by the Superintendent or by any member representative of the Administration or the Board or by the Association or its representatives against any grievant, any party in interest, or any other participant in the grievance procedure.

ARTICLE IX – LEAVES

9.1 AUTHORIZED ABSENCE

Leaves of absence are authorized time away from work and may be with pay, differential pay, or without pay as specified by this Agreement.

9.1.1 Unit members on planned, pre-authorized leave (10 or fewer days) will provide lesson plans for the substitute teacher serving in their absence. Lesson plans will be submitted to the front office, or left in the classroom. Lesson plans may be submitted by email.

9.1.2 Unit members will provide one day of emergency lesson plans to the school front office by September 1 of each school year. In the event emergency lessons are used, the unit member will provide new emergency lessons plans within three weeks of their return from their absence. Emergency for purposes of this paragraph means unexpected, excusable absence due to sudden illness or injury.

9.2 PERSONAL ILLNESS LEAVE

9.2.1 A unit member's absence from work due to his/her illness or injury, not covered by Industrial Accident and Illness Leave (Article 9.9) shall be designated as sick leave and, in accordance with policy, shall be absence with pay.

9.2.2 Sick Leave may be used at the discretion of unit members for illness, either their own or a family member, or any other event that requires their absence from work. Sick Leave may be used for any length of days so long as the unit member has sufficient credited days to cover the requested absence.

9.2.3 Unit members will work diligently to ensure that the District receives the maximum amount of notice for any requests for the use of Sick Leave.

9.2.4 Each unit member shall have a credit of allowable days of sick leave absence, which shall compose the sick leave account. The sick leave account shall be composed of the days of allowable sick leave earned as follows:

- a) The annual number of days earned in the current year, plus the accumulated days of unused sick leave earned in previous years, plus the number of days transferred from other Districts shall be credited to the sick leave account.
- b) All unit members employed on a 185-day standard contract, for five (5) days a week shall be entitled to ten (10) days of leave of absence for illness or injury for each school year of service.
- c) Unit members whose annual duty time is more or less than that specified in 9.2.4 b shall have their annual sick leave allowance prorated according to the ratio that their duty time bears to 9.2.4 b.
- d) Upon employment, unit members who, within the school year preceding the school year in which they were employed by the District, have been employed in a certificated position in a California District, shall have their accumulated sick leave from their previous employer, transferred to their sick leave account according to the procedures of Education Code Section 44979.

9.3 DIFFERENTIAL PAY

9.3.1 DIFFERENTIAL PAY, AS PART OF FMLA AND CFRA, IS:

- a) Differential Pay is a unit member's daily rate less the cost of a substitute teacher, up to a maximum of the long term sub rate.
- b) When a unit member is absent from his/her duties due to an illness or injury for a period of time that exceeds the accumulated Sick Leave, the unit member shall upon exhaustion of accumulated Sick Leave be entitled to differential pay for up to one hundred (100) additional days.
- c) The amount deducted for differential pay shall not exceed the sum that is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the

amount that would have been paid to the substitute had he/she been employed. In no case shall the amount deducted for the cost of the substitute for differential pay exceed that unit member's actual daily rate minus the unit member's daily cost of health benefits. The school district shall make every reasonable effort to secure the services of a substitute employee.

9.3.2 REQUIRED PHYSICIAN STATEMENT:

Unit members returning to work from Sick Leave involving major surgery or major illness shall present, before returning to work, a doctor's release verifying medical permission to return to work.

9.3.3 UPON TERMINATION:

A unit member who has used more sick leave than was earned shall have the amount of money representing this over allowance deducted from his/her final warrant.

9.4 PERSONAL NECESSITY LEAVE

9.4.1 Each year unit members may use up to ten (10) days of accumulated sick leave as personal necessity days. The purpose and use of these ten (10) days will be at the discretion of the unit member. The unit member must submit a request and receive approval prior to taking the days. Additionally, up to three (3) days may be attached to only one of the following without the written approval of the Superintendent: Thanksgiving, Winter Break, Mid-winter Break, and Spring Break.

9.4.1.1 Personal Necessity Leave does not accumulate from year to year, but unused Personal Necessity Leave shall remain as part of accumulated sick leave.

9.4.2 Advance notice shall be given to the site administrator whenever possible so that arrangements may be made for a substitute.

9.4.3 These days may not be used for other employment or for withdrawal of services for concerted employee activity such as a strike.

9.4.4 The use of comp time must be submitted to and approved by the unit member's principal or the superintendent.

9.5 LEAVE WITHOUT PAY/LEAVE OF ABSENCE

- a) Unless compensation is specifically stipulated by law, this Agreement, board policy, or special action of the Governing Board, all other absences shall be of a without pay nature. The unit member shall have the amount of his/her daily rate times the number of days of absence deducted from the salary due him/her for the month in which the absence (s) occurs.
- b) The Board may, at their discretion, grant personal leave, without pay for up to one school year. The Board may extend an approved leave of absence for additional years as they feel is appropriate.

9.6 BEREAVEMENT LEAVE

Each unit member shall be allowed absence with pay for no more than five (5) duty days when absent because of the death of a member of their immediate family as defined in this contract and the California Family Rights Act (CFRA), whichever is more inclusive. Bereavement leave shall also be provided to unit members for miscarriages by the unit member, their spouse, or domestic partner.

9.7 PROFESSIONAL PURPOSE LEAVE

9.7.1 PROFESSIONAL PURPOSES

A paid leave of absence to attend meetings, conventions, school visits out of District, conferences, or to serve on education committees may be granted by the site administrator.

- a) Requests for authorization and related expenses, etc., shall be submitted on the District Request for Authorized Absence from District form and must be approved by the building principal at least five working days prior to the date of the professional leave.
- b) Expenses may be allowed for this purpose within the limits of the budgetary provisions therein applicable. Request for reimbursement of expenses must be

submitted to the Superintendent within twenty (20) working days of the date of the unit member's return to duty. The request shall be on the District Claim for Reimbursement form and shall include completed Report of Conference form for each District sponsored conference. Failure to file the request under the terms of this section shall be considered a waiver of the teacher's claim for reimbursement.

- c) Requests for authorization to be absent for professional purposes which incur an absence from the District in excess of five (5) consecutive working days shall have Superintendent approval.

9.7.2 Paid release time to complete requirements related to the completion of a cleared credential in an area of identified District need within the bargaining unit shall be granted by the superintendent or designee.

Areas of District need include:

- a) Intern, pre-intern, or unit member on emergency credential needing to complete his/her clear credential.
- b) Unit member who volunteers to pursue additional credential and/or training to meet District needs.

9.7.3 Leaves for further education and or training not included in 9.7.1 or 9.7.2 shall be unpaid unless covered by other articles in the agreement.

9.8 PREGNANCY DISABILITY LEAVE, BABY BONDING LEAVE, AND PARENTAL LEAVE

9.8.1 PREGNANCY DISABILITY LEAVE

An eligible unit member who is disabled due to pregnancy or pregnancy-related condition, as determined by the unit member's healthcare provider, shall be entitled to pregnancy disability leave for up to four months in accordance with applicable law and related regulations (Govt. Code sec. 12945; 2 CCR secs. 11035 et seq.). A unit member shall provide advance notice at least 30 days in advance if the need for leave or pregnancy-related accommodation is foreseeable.

9.8.2 BABY BONDING LEAVE

An eligible unit member shall be entitled to baby bonding leave after the birth of the unit member's child, the unit member's adoption of a child, or the placement of a child with the unit member for foster care purposes in accordance with the Family Medical Rights Act (FMLA) and California Family Rights Act (CFRA).

An eligible unit member is entitled to up to 12 workweeks of Baby Bonding Leave in a 12-month period, which is measured backward from the first day of leave.

9.8.3 PARENTAL LEAVE

In accordance with Education Code section 44977.5, an eligible unit member shall be entitled to take Parental Leave after the birth of the unit member's child, the unit member's adoption of a child, or the placement of a child with the unit member for foster care purposes.

As provided by law, the unit member shall receive full compensation during Parental Leave to the extent the unit member has available sick leave. Upon exhaustion of all sick leave, the unit member is entitled to receive the difference between the unit member's regular wages less the wage that is paid to the unit member's substitute, or if no substitute is employed, the amount that would have been paid to the unit member's substitute, but not less than one-half the unit member's regular wages.

A unit member shall give notice as soon as practicable to the Unit Member's supervisor and District Office of the intent to take Parental Leave.

9.8.4 CONTINUATION OF HEALTH AND WELFARE BENEFITS

During any period an eligible unit member takes Pregnancy Disability Leave, Baby Bonding Leave, or Parental Leave, the District shall continue the unit member's health and welfare benefits on the same terms and conditions as when the unit member was reporting for duty. The unit member shall be responsible for timely

payment of any employee contribution toward health and welfare benefits during any such periods of leave.

9.9. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

9.9.1. ILLNESS AND/OR ACCIDENTAL INJURIES:

In cases where illness and/or accidental injuries are deemed to have been job incurred according to the standards and criteria of the Worker's Compensation Fund, there shall be no deductions for authorized absences of days from the unit member's sick leave account for the first sixty days.

9.9.2. ALLOWABLE LEAVE:

Allowable leave granted under this Article shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

9.9.3. COMMENCEMENT OF ABSENCE:

Industrial accident or illness leave shall commence on the first day of absence.

9.9.4. NOTIFICATION OF RECOVERY:

The unit member shall be deemed to have recovered from an industrial illness or accident, and thereby able to return to work, at such time as the attending physician attests in writing, to the recovery.

9.9.5. TEMPORARY DISABILITY INDEMNITY:

- a) A unit member on authorized absence under this Article shall be paid that portion of his/her temporary disability indemnity that shall result in a payment to him/her of not more than his/her full salary.
- b) However, the unit member may endorse to the District the temporary disability indemnity checks received and the District shall in turn issue appropriate salary warrants for the payment of regular salary.

9.9.6 BOARD REPORT:

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

9.10 MANDATORY COURT APPEARANCES

9.10.1 MANDATORY COURT APPEARANCE:

Unit members may be absent from duty, with pay, for mandatory court appearances as hereafter described:

- a) When called for jury duty in the manner prescribed by law.
- b) When responding to a subpoena or an official order from a court or office of governmental jurisdiction to serve as a witness for reasons not brought about through the connivance or misconduct of the unit member, or in which the unit member is not a litigant.

9.10.2 PAYMENT:

These days of absence shall be with full pay. However, in any case in which a fee is payable, such fee shall be collected by the unit member and remitted to the District.

9.11 GROUP SICK LEAVE BANK

A sick leave bank will be established to allow employees who are beset with a catastrophic illness or injury and who have exhausted all of their available sick leave to initiate a voluntary appeal to fellow certificated staff to donate one day of sick leave for their use.

Upon proper documentation of 'catastrophic illness' with the superintendent, the supervisor of the employee will activate a District-wide appeal for the stricken employee. An individual may donate up to ten percent of their annual sick leave account yearly, but only one day per employee incident. An employee who requests sick leave bank relief is entitled to a maximum of 30 days sick leave bank usage per incident. Any unused sick leave to employees who have donated days will be determined as set forth in paragraph 9.11.6. The District will maintain a list of donations so that the number of days donated by each

employee can be equalized. Sick leave will be donated and returned in whole day increments.

9.11.1 EDUCATION CODE 44043.5 APPLIES:

‘Catastrophic illness’ or ‘injury’ means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s immediate family which requires the employee to take time off from work for an extended period of time to care for the immediate family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave.

9.11.2 Sick leave may be donated to an employee suffering from a catastrophic illness or injury if all of the following requirements are met:

- a) The employee is suffering from a catastrophic illness or injury and requests that sick leave be donated and provides verification of catastrophic injury or illness as required by the superintendent and applicable law.
- b) The employee has exhausted all sick leaves.

9.11.3 Sick leave may also be donated to an employee who has a member of the immediate or extended family suffering from a catastrophic illness or injury if all of the following requirements are met:

- a) The employee has exhausted all of their sick leave and personal necessity days.
- b) A member of the employee's immediate or extended family is suffering from a catastrophic illness or injury and requests that sick leave be donated and provides verification of the catastrophic injury or illness as required by the superintendent and applicable law.

9.11.4 If the transfer of sick leave is approved by the superintendent, any certificated employee may voluntarily donate one day of sick leave per employee request

not to exceed a maximum of ten percent annually of their sick leave days accrued.

9.11.5 A total of 30 sick leave days may be transferred to an eligible party per request.

9.11.6 Transfer of sick leave is voluntary and irrevocable. However, unused sick leave will be returned to the donor in a systematic equitable fashion.

9.11.7 An employee who receives sick leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving sick leave pursuant to this section.

ARTICLE X - BLANK

ARTICLE XI - CLASS SIZE

11.1 CLASS SIZE AVERAGE

The District shall have discretion to determine class size for all unit members subject to the following:

11.1.1 In the first semester and first trimester, class size for classroom teachers beginning with the 20th teaching day shall not exceed the indicated maximum students per class or students assigned per classroom teacher for the grades listed below.

11.1.1.1 Any student on a teacher's roll sheet for whom the teacher is responsible for grades and parent communication, including any mainstreamed special education students but not including any student who is in the class as an assistant, shall count toward class size maximums. Students in a two-period academic section will be counted as one student toward class size maximums. A teacher shall assign one academic grade for each student in a two-period academic section.

11.1.2 In the second semester and second and third trimesters, (as well as when any student arrives mid-semester) classroom teachers beginning with the 6th teaching day, shall not exceed the indicated maximum students per class or students assigned per classroom teacher for the grades listed below.

11.1.3 Transitional Kindergarten – 3rd Grade: 24 students per classroom maximum

11.1.3.1 Transitional Kindergarten shall maintain an adult-to-student ratio of 1:10 if the class size is 20 students or fewer, or 1:8 if the class size is 21-24 students.

11.1.3.1.1 Transitional Kindergarten shall consist of one certificated teacher and at least one instructional aide depending on the class sizes as described in 11.1.3.1.

11.1.4 Grades 4th – 5th: 28 students per classroom maximum.

11.1.5 Grades 6th – 12th:

- 11.1.5.1 Band and Chorus: 50 students maximum per class.
- 11.1.5.2 Physical Education at Fort Bragg Middle School and Fort Bragg High School: 38 students maximum per class and daily limit of 36 times the number of PE periods taught each day.
- 11.1.5.3 Alternative Education for grades 5-8: 12 students maximum per class.
- 11.1.5.4 Alternative Education for grades 9-12: 55 students maximum per three teachers to be distributed within the program and with no more than 22 students per class.
- 11.1.5.5 All other classroom teachers (including advisory classes, if any, which shall be considered a “period”) 30 students maximum per class and a daily limit of 150 for a full time employee (160 for a seven period day: 170 for an eight period day) prorated for part time.
 - 11.1.5.5.a For purposes of this subsection, a seven period day at the high school is defined as including an advisory period, and an eight period day at the middle school is defined as including an advisory period.
 - 11.1.5.5.b Enrollment in any class with specific work stations (such as shop classes and culinary) shall be limited to the number of work stations available.
- 11.1.6 Class sizes may exceed the maximums set forth in 11.1.3, 11.1.4, and 11.1.5 by one student without the mutual written consent of the individual unit member, the District and the association. Class sizes may not exceed the maximums set forth in 11.1.3, 11.1.4, and 11.1.5 by two or more students without consultation with and written approval of the individual unit member, the District and the Association.
- 11.1.7 The number of RSP, SDC, and SH students in regular education classes shall be as evenly distributed as possible.

11.2 RELIEF

After the time frames established in 11.1.1 and 11.1.2 above and with consent as established per 11.1.6, relief shall be paid as follows:

1. Transitional K – 5: 3.5% of Range E, Step 4 prorated daily per student.
2. 6-12: 3.5% of Range E, Step 4 prorated daily per student divided by the number of periods in a regular day (i.e., a two-period academic section would count as one period). Payment will be made for a class in excess of 30 or for students in excess of the daily limit but not both for the same day.
3. When students in classes in grades TK – 5 are divided up and assigned to one or more unit members' classes due to substitute unavailability, the current maximum daily sub rate will be divided evenly among those unit members whose classes received additional students.
4. Unit members who are assigned a combination class for any grades TK – 5 shall receive a stipend as listed on Exhibit D, which will be prorated and paid in equal installments at the time regular pay warrants are issued.

11.2.1 Payment for relief will be made each month, and shall be based on enrollment data provided by either the teacher or the site.

11.2.2 Payment will be retroactive to the first day of overage.

11.2.3 At the request of the teacher, a meeting may be held with the teacher, Association President and District Superintendent to explore alternatives to the relief provided in this section. Should all parties come to agreement, the alternative shall be delineated in a Memorandum of Understanding and signed by all parties.

11.3 SPECIAL EDUCATION

Nothing in the article is designed to or will be construed in ways which would require the District to violate requirements in federal or state law to provide for students' needs in the least restrictive educational environment.

- 11.3.1 RSP maximum caseload is 28:1; SDC/LH maximum caseload is 12:1; SDC/SH maximum caseload is 10:1. When a teacher's caseload includes a combination of students from different education programs, the above ratios shall be maintained. (Caseload shall be defined to include any student receiving services.)

- 11.3.2 IEP team shall include a designated administrator, a general education teacher, an educational specialist, a parent, a student (when appropriate), and any related service providers, and will determine the placement of the student into special education services, general education services, and any related services as appropriate.
 - 11.3.2.1 When Special Education students are enrolled in a regular education classroom, the classroom teacher or teachers, shall be given reasonable release time when necessary for all required conferences concerning the Special Education student.
 - 11.3.2.2 When special needs students are integrated in the regular education program the regular education teacher will be provided with all necessary resources and training which are necessary to enable that student's success.
 - 11.3.2.2.1 Certificated nurses and paraeducators shall be the primary staff to provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, and gavage feeding and draining). Other bargaining unit members may be requested or required to perform medical procedures on an emergency basis. Bargaining unit members may be required to receive training on said procedures in order to be prepared in an emergency situation. Training shall be during the bargaining until member's duty day, or for training during non-duty time, the bargaining until member shall receive appropriate DCEC credit, comp time, or be compensated at their per diem daily rate of pay.

11.3.3 In the event that a Special Education teacher's caseload is exceeded for more than five (5) days at any time, the teacher will be compensated at the Special Education Salary Schedule Range E, Step 4 prorated daily per student. In the event that a teacher's caseload is exceeded by two students for more than five (5) days, a meeting with the affected teacher, the Association President (or designee) the Superintendent (or designee) and/or the Director of Special Programs will be held to negotiate mutually agreeable relief

11.4 SPEECH & LANGUAGE PATHOLOGIST

The caseload (includes any student receiving services) for SLPs shall be no greater than 55 students per 1.0 FTE or 40 Pre-K per 1.0 FTE.

11.5 TEACHER NOTIFICATION OF NEW OR TRANSFERRED STUDENT

Whenever possible, teachers shall be notified at least one day prior to any new student being placed in their class or any current student being transferred into their class, including changing periods with the same teacher. For the purpose of this article, one day prior will include any time during the previous school day before the end of the contract day.

11.6 SUMMER SCHOOL/EXTENDED SCHOOL YEAR (ESY)/MIGRANT EDUCATION

Summer school class size/caseload shall be the same as above; however, relief per Article 11.2 and 11.3.3 shall be prorated for the hours of service.

ARTICLE XII TRANSFERS

12.1 DEFINITION

“Transfer,” means a change in school assignment, but maintaining the same classification held by the teacher under ARTICLE II.

12.2 NOTIFICATION OF VACANCIES

12.2.1 When a position listed in Article II is to be filled, the administration shall give first consideration to those unit members at the school site or who have pre-filed voluntary transfer requests on file and are currently under contract in the District, whose qualifications are equal to, or better than the qualifications of applications from outside the District.

12.2.2 Once the site has completed all internal/requested transfers, a list of all vacancies or new positions within the District shall in all cases be emailed to all unit members and shall be posted in a folder within the District Google Drive linked to "Employee Resources" on the District website. The notices shall clearly set forth a description and the qualifications for each position.

12.2.3 Openings known by March 15 will be announced to in-house employees via email, site posting and/or letter notification (as per transfer request survey) and will be open for two weeks prior to posting the position.

12.2.4 Such notices shall be posted and emailed as far in advance as possible, ordinarily at least 30 days before the final date when applications must be submitted, and in no event less than two (2) weeks before such date except in event of an emergency situation, or during opening of school or the sudden departure of a unit member.

12.2.5 Unit members who desire to apply for such positions shall submit their intent within the time limit specified in the notice.

12.3 EMPLOYEE INITIATED REQUEST OF TRANSFER (VOLUNTARY)

12.3.1 When a vacancy or new position is to be filled, first consideration shall be given to unit members within the District who applied for transfer.

- 12.3.2 Rationale for voluntary transfer shall be based on the following prioritized criteria: credentialing, grade level/subject matter experience, most seniority in the District.
- 12.3.3 If a transfer has been denied, the unit member shall be given, upon request, written rationale for the denial. Copies of the Board Policy, Administrative Regulation 4114, and FBDTA Contract regarding Transfer Policy, shall be stapled to the transfer notice.
- 12.3.4 The filing of a request for transfer is without prejudice to the unit member.
- 12.3.5 Unit members may file a request for consideration at any time.

12.4 ADMINISTRATION INITIATED TRANSFER (INVOLUNTARY):

- 12.4.1 Administration initiated transfers may be made for any of the following reasons:
 - a) When another position in the District would better utilize the particular qualifications and certification of a unit member than does the present assignment.
 - b) When the enrollment of a school decreases to the extent that the number of assigned unit members must be reduced.
 - c) When the enrollment of a school increases to the extent that the number of assigned unit members must be increased.
 - d) When a new school is opened.
 - e) When the Superintendent considers that such a transfer is in the best interest of the District.
- 12.4.2 Notice of an administrative transfer shall be given unit members as soon as practical and, under normal circumstances, not later than June 15th. The District shall make every effort to provide such information by May 1st. Copies of the Board Policy, Administrative Regulation 4314, and FBDTA Contract regarding Transfer Policy, shall be stapled to the transfer notice.
- 12.4.3 Should a transfer be contemplated, the unit member shall be notified and given the opportunity to meet with the appropriate administrator to discuss the proposed transfer.
- 12.4.4 Should the unit member object to the proposed transfer, the administrator shall make a good faith effort to find other solutions.

- 12.4.5 The unit member shall have the right to request and shall receive written reason when he/she is being transferred.
- 12.4.6 When an administrative transfer is necessary, volunteers from those affected shall be considered.
- 12.4.7 Administrative transfers are to be made in accordance with Education Code Section 44830, which reads as follows: “A Governing Board of a school District shall employ for positions requiring certification qualifications, only persons who possess the qualifications therefore prescribed by law”.
- 12.4.8 It shall be the responsibility of the superintendent to seek to effect transfers of unit members in cooperation with all parties concerned. No transfer shall be made arbitrarily or vindictively.

12.5 CHANGE IN ROOM /LOCATION

- 12.5.1 Any teacher who is involuntarily moved from one classroom to another at a given site shall receive compensation of \$135.00 per day for two days of moving work.
- 12.5.2 Involuntary moving of classrooms is defined as when the District determines that a classroom move within the site is necessary and in the best interest of the overall educational program.
- 12.5.3 Requests to voluntarily move classrooms within the site does not constitute an involuntary move of classrooms.
- 12.5.4 Transfers from one site to another and transfers from one grade level or department to another within a site, that requires the move of classrooms within a site will be consider an involuntary move of classrooms for the purpose of this agreement.

ARTICLE XIII
EVALUATION PROCEDURE

13.1 EVALUATION PROCEDURE

Certificated personnel will be evaluated by following the procedures specified in the School Board Evaluation Policy and accompanying Administrative Regulations, Exhibit and Certificate Employee Evaluation Form (See Exhibit E).

Dates:

- Administration will notify certificated staff of evaluation year – September 1.
- Administration will hold initial evaluation meeting and choose four elements from California Teaching Standards – October 1.
- Administration will complete first observation and hold observation follow-up meeting – December 15.
- Administration will complete second observation and hold observation follow-up meeting – May 15.
- Administration will complete final evaluation meeting and complete all forms – May 15.

13.2 REVIEW

Certificated personnel desiring a review of their evaluation may make their request to the Superintendent within fifteen (15) days of the formal evaluation conference. The Superintendent shall review the evaluation jointly with the principal or designee and employee within ten (10) duty days. (All references to “principal” hereinafter shall be read as “principal or designee”).

13.3 PROCEDURE FOR REFERRED PARTICIPATION IN PEER ASSISTANCE

The procedure may be initiated by the Administration, as it deems appropriate.

13.3.1 Definition of unsatisfactory evaluation: Failure to meet 50% of the listed expectations (“Unsatisfactory”) in the Overall Evaluation of the Certificated Employee Evaluation Form.

- 13.3.2 When a principal intends to notify an employee that his/her performance rating is potentially unsatisfactory, the principal shall do so at least sixty (60) calendar days prior to the last day of school.
- 13.3.3 The sixty-day notification shall consist of a conference with the principal in which the specific deficiencies are discussed and stated in writing to the employee. Also, specific written suggestions for improvement are discussed including ways the employee could improve through such methods as study, observation and counseling.
- 13.3.4 During the period between the first notification conference and the final evaluation, the principal shall make two additional (or more if mutually agreed upon) classroom observations of the employee. After each observation, the principal shall make a written report of recommendations and conclusions concerning the employee's performance. The principal shall meet with the employee after each observation to discuss the findings.
- 13.3.5 Certificated evaluations will be completed no later than May 15th before the end of the school year. A written copy of the conclusions, derived from the observation(s), including recommendations, shall be given to the employee.
- 13.3.6 If, at this summary evaluation, the employee receives an unsatisfactory rating from the principal, the principal shall forward this recommendation to the Superintendent for his/her concurrence and referral to PA for participation. At this point, the employee may request a review conference with the consulting teacher, principal and Superintendent. When an employee receives an unsatisfactory evaluation, they shall be evaluated the following year, in accordance with this Article.

13.4 EVALUATION OF PERMANENT STAFF

- 13.4.1 Any permanent unit member scheduled for evaluation may, with the agreement of the evaluator, use the District's self-evaluation process for a maximum of two times during each five-year cycle. The following requirements must be met as part of the self-evaluation process:

- a) The unit member, in consultation and agreement with the evaluator, shall select four elements with one to four standards on the evaluation form. If four elements cannot be mutually agreed upon then two elements each may be selected by the teacher and by the administrator.
- b) The project/standards shall be indicated on the form and both the unit member and the evaluator must sign the form by October 1st.
- c) The unit member and the evaluator will complete page one and two of the self-evaluation form by May 15th. The unit member shall provide a summary of his or her performance.
- d) The evaluator shall review the unit member's summary and may at his or her discretion, add comments.
- e) Both unit member and the evaluator must sign the form by May 15th.

13.4.2 Unit members with permanent status, who have been a certificated employee at least 10 years with the school district and whose previous evaluation rated the employee as meeting or exceeding standards, shall have the opportunity to have evaluation waived for up to three years, but must be evaluated at least every five years. Waiver from the normal two-year cycle must be a mutual, annual agreement between said teacher and current supervising administrator, made at the annual pre-evaluation conference. (per Ed. Code 44644).

ARTICLE XIV PEER ASSISTANCE

14.1 PEER ASSISTANCE

(PA) refers to the program previously known as the Peer Assistance and Review (PAR) Program and may be accessed through any of the following avenues:

- 1) Referred Participating Teacher may be either mandatory due to Evaluation as per Article 14.3 or by agreement of the teacher if recommended by the District.
- 2) Volunteer Participating Teacher is a teacher who requests participation of their own accord.
- 3) A teacher holding a provisional credential (Provisional Intern Permit, Short Term Staff Permit) will be required to participate until that unit member is eligible for the teacher induction program.

14.1.1 Teachers have the right to be represented throughout these procedures by the Association representative of his or her choice.

14.2 THE GOAL OF THE PEER ASSISTANCE (PA) PROGRAM

In the Fort Bragg Unified School District will be to allow exemplary teachers to assist participating teachers in developing subject matter knowledge and improving assessment and instructional practices.

14.3 CONSULTING TEACHERS

14.3.1 The qualifications of a Consulting Teacher:

- a) Must be a credentialed classroom teacher with permanent status.
- b) Have substantial recent experience in classroom instruction.
- c) Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills (oral and written), subject matter, knowledge, and mastery of a range of teaching strategies necessary to meet the learning needs of the District's diverse student population.

- d) Possess knowledge and understanding of District/State-adopted academic content strands, frameworks, and District direction and goals for curriculum instruction.
- e) Work effectively and cooperatively with colleagues.
- f) Have demonstrated the ability to work within established timelines.
- g) Provide assistance and not evaluation.

14.3.2 The Responsibilities of the Consulting Teacher with a Referred Participating Teacher:

- a) Meet with Referred Participating Teacher and site principal to discuss the Program to establish written performance goals in specifically identified areas, and to develop an assistance plan and a process for determining successful completion in the Program.
- b) Provide peer assistance and coaching to Participating Teachers in content area and curriculum alignment, teaching methodologies, teaching strategies, and the development, collection and analysis of assessment information if needed.
- c) Conduct multiple observations of Participating Teachers during classroom instruction.
- d) Document and record all observations/discussions.
- e) Meet with the Participating Teacher to provide feedback in a timely manner following observations and discussions.
- f) Write an anecdotal record of observations, discussions/meetings with the Participating Teacher.
 - 1) A copy of the anecdotal record will be viewed and discussed with the Participating Teacher. Following the review, the Participating Teacher shall sign the report to indicate that it has been reviewed, and that the Participating Teacher has received a copy. The Participating Teacher's signature does not necessarily signify agreement with the report.
 - 2) A copy of the anecdotal record will be placed in the personnel file.

- 3) The results of a teacher's participation in the Program shall be made available to the evaluator.
- g) Participate in collaborative meetings with other Consulting Teachers in the Fort Bragg Unified School District.
- h) The Consulting Teacher shall continue to provide assistance to the Referred Participating or Volunteer Teacher for the time period agreed upon by the District and Association not to exceed six (6) months.
- i) The caseload will be one Participating or Volunteer Teacher per Consulting Teacher at any given time.
- j) The Consulting Teacher may submit individualized professional development proposals for the Referred Participating Teacher to the individual's evaluator.

14.3.3 The selection process for Consulting Teachers:

- a) The District will determine need and announce the opening(s) that will be posted by the District as outlined in Article XI Transfers.
- b) Candidates may be asked to submit an application with at least three references, one of which must be from the principal and two from teachers, of which one is a teacher from a teacher at a site where the candidate has worked.
- c) The Consulting Teachers shall be selected by the District.
- d) When working with a Volunteer Participating Teacher, the Consulting Teacher shall:
 - 1) provide peer assistance and coaching to a Volunteer Participating Teacher in content area and curriculum alignment, teaching methodologies, teaching strategies, and the development, collection and analysis of assessment information if needed;
 - 2) be released to conduct multiple observations of the Volunteer Participating Teacher during classroom instruction;

- 3) meet with the Volunteer Participating Teacher following observations to provide feedback in a timely manner;
- 4) over the course of the school year, the Consulting Teacher will document time worked with the Voluntary Participating Teacher at a minimum of 1.5-2 hours per week or at least 6 hours per month. An electronic log of hours shall be jointly maintained by the Consulting Teacher and Voluntary Participating Teacher, using this spreadsheet ([click here](#)), and submitted to the site administrator by the last work day of each month by the Consulting Teacher.

14.3.4 Volunteer Participating Teacher

- a) A Volunteer Participating Teacher is a teacher who volunteers to participate in the PA program and works in concert with the Consulting Teacher to identify a plan to fulfill the needs of the Volunteer.
- b) Priority will be given to teachers with permanent status.
- c) The purpose of participation in the PA program for the Volunteer Participating Teacher is for peer assistance only.
- d) The Consulting Teacher shall not participate in a performance review of a Volunteer Participating Teacher.
- e) The Volunteer Participating Teacher may terminate his/her participation in the PA program at any time.
- f) All communications between the Consulting Teacher and the Volunteer Participating Teacher shall be confidential, and without the written consent of the volunteer, shall not be shared with others.

14.4 BUDGET

14.4.1 Consulting Teachers will receive a stipend of \$2,000 each per Participating or Volunteer Teacher prorated for months of actual service with six (6) months being a complete term of service. Consulting teachers assisting unit members holding

PIP or STSP permits will receive a stipend of \$3,500 per each Participating or Volunteer Teacher prorated for months of actual service with ten (10) months being a complete term of service, Consulting teachers assisting unit members teaching special education and holding PIP or STSP permits will receive a stipend of \$3500 per each Participating or Volunteer Teacher prorated for months of actual service with ten (10) months being a complete term of service for each of the following services (may be two different Consulting Teachers):

- a) IEP development
- b) general peer assistance as per 13.3.3.d above

14.5 CONFIDENTIALITY

14.5.1 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Consulting Teachers may disclose such information only as necessary to administer the Program as defined in this article.

14.6 INDEMNIFICATION

14.6.1 The District shall defend and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program.

ARTICLE XV - EMPLOYEE BENEFITS

15.1 ELIGIBILITY/DISTRICT CONTRIBUTIONS

15.1.1. Eligibility for medical benefits (excluding dental and vision) will follow the guidelines stipulated in the Staywell JPA Bylaws.

15.1.2. Eligibility for other health benefits, i.e. vision and dental, and life insurance will be determined as follows:

If % of Duty Time Is:	% of Benefit Paid by District Is:
1 - 49.99%	0%
50 - 74.99%	75%
75 - 100%	100%

EXAMPLE: For a unit member working 60% of full time (.6 FTE) the District would pay 75% of the amount specified in Proposed Exhibit "A" and the unit member would pay the remaining 25%.

15.2 RATES OF PAY

15.2.1. The District contribution to employee benefits as specified in Exhibit A shall be considered as part of the total compensation a unit member receives for services.

15.2.2 Unit members new to the District shall receive benefits beginning with their first month of eligibility.

15.2.3 Unit members returning from an unpaid authorized leave of absence shall receive benefits beginning with the first month of their return duty.

15.3 ABSENCE DUE TO ILLNESS

The District shall continue to pay its contribution toward benefits for unit members who are absent due to illness and have exhausted their accumulated paid leaves. These payments will continue until their current contract terminates. If a new contract is issued, the District shall continue to pay its contribution.

15.4 UNPAID LEAVES OF ABSENCE

Unit members on Board approved unpaid leaves of absence shall be eligible to receive employee benefits as specified in Exhibit A. These benefits are to be paid by the unit members.

15.5 TERMINATION OF EMPLOYMENT

Should a unit member's employment terminate, the unit member shall be notified of the termination, of coverage of employee benefits and his/her right of conversion. The unit members shall pay the premiums if conversion is made.

ARTICLE XVI - PAY AND ALLOWANCE

16.1 CLASSIFICATION OF THE SALARY SCHEDULE

Unit members shall be placed on the appropriate class of the salary schedule (Exhibit C) according to their degree and the number of semester units beyond their degree. Units beyond their degree shall be in accordance with Article XVIII, Section 18.2, 18.3 and 18.4, DCEC.

16.1.1 Any unit member with ten (10) years of service in the District and 105 units (Range G) will be placed on Range H in any given year by providing evidence by August 15th of completing at least three units acceptable for salary credit (see Article 18) in the prior year. Anyone not qualifying in a subsequent year will revert to Column G.

16.2 RECLASSIFICATION

Reclassification (advancement) may occur only between July 1st and October 15th. Units to verify eligibility for reclassification shall be presented to the District Superintendent prior to October 16th.

16.2.1 The advancement on, and as limited by, the salary schedule shall be at the rate of one step for each year of teaching experience. If a unit member serves at least 75% of the duty days of a school year, that member shall be given credit for that years' experience for salary schedule advancement purposes.

16.2.2 Annual vertical reclassification shall not exceed one step past that of the previous year.

16.3 SALARY SCHEDULE ON A FACTOR BASIS

The salary/salary schedule for the following positions shall be based on the listed factor as associated to the regular teacher salary schedule:

- a) School Counselor, daily factor: 1.1281
- b) Librarian/Media Specialist, daily factor: 1.0342
- c) District Psychologist, daily factor: 1.1732

- d) Speech & Language Pathologist, daily factor: 1.1732
- e) Special Education Teacher, daily factor: 1.0800 (except interns and pre-interns)

16.4 QUARTER UNITS

Quarter units shall be converted to semester units by multiplying the quarter units by 2/3 (two-thirds).

16.5 PAYROLL, SALARY PAYMENTS, AND SUPPLEMENTAL PAYROLL

The payroll shall be defined as monthly beginning with those years that unit members have started work prior to August 16. The payroll may be distributed on an eleven month (August through June) basis. Salary payments will be available on the last business day of the month worked.

Salary payments for the services compensated on the supplemental payroll shall be made not later than one calendar month after the last day of the payroll period in which the service was performed.

16.6 PROCESSING THE PAYROLL

Payrolls are processed by the Mendocino County Office of Education. The District shall not be held responsible for a failure to meet the established payroll dates if the failure to do so is the result of actions or inactions on the part of the County Office of Education. Unit members are responsible for submitting timesheets to the site secretary or District Office by the 19th day of each month for payroll to be processed. Timesheets received by the 19th day of the month will be paid to the unit member by the 10th day of the following month.

16.7 ADDITIONAL SALARY

Unit members who have received written approval of the Superintendent to serve more than the required number of days as set forth in their Annual Service, Article XVII of this Agreement, except for services covered by the extra pay schedule (Exhibit D), shall

receive additional salary equivalent to their daily rate of pay. Regular employed unit members who serve less than one full school semester shall receive their daily rate of pay according to their placement on the salary schedule for the number of days worked.

16.8 MUTUAL CONSENT

The School Board may adjust the salary schedule and contractual agreements by mutual consent of the board and bargaining unit at any time during the agreement year.

16.9 ADVANCED DEGREES

Beginning July 1, 2019, certificated employees shall receive a salary increase for master's degrees, National Board Certification, or doctorate degrees as indicated on the Salary Schedule. These amounts shall increase proportionally at the same rate as any salary schedule increase, and shall be automatically granted when the degree is in the field of education or the unit member's field of instructional assignment. The salary increase for any of these will be prorated for the initial year if the district office receives all the appropriate documents after October 15.

ARTICLE XVII - ANNUAL SERVICE

17.1 CLASSROOM TEACHER GRADES PRESCHOOL - 12

17.1.1 The number of duty days per year shall not be more than 185, of which no fewer than 180 days shall be instructional days (141 regular and 39 early release). The daily rate of pay for this purpose will be computed using 185 duty days. It is the intent of the parties to allow school sites as much autonomy as possible to design the school day to meet the needs of students. The parties recognize that needs of students, program requirements, and the developmental age of students require variation on how the instructional day is organized. Each site, through the building of consensus and in compliance with the requirements of this Article, shall establish and recommend to the Superintendent a daily schedule that best meets the specific needs of the students served. Consensus shall be defined as being reached when 80% (without rounding) or more of bargaining unit members at the site agree.

17.2 SCHOOL DUTY HOURS

17.2.1 The regular work day for all certificated staff shall be seven (7) hours exclusive of a duty free lunch of at least thirty (30) minutes. Duty-free lunch does not include passing periods. The regular work day for all certificated staff shall begin at least fifteen (15) minutes before the start of the school day, but may begin earlier to accommodate the needs of the school site. All duty days shall be full work days for certificated staff.

17.2.1.1 The maximum number of student instructional minutes for each site will be as follows:

	<i>Regular Day</i>	<i>Early Release</i>
Redwood	315	220
Dana Gray	330	230
FBMS	345	240

	<i>Regular Day</i>	<i>Early Release</i>
FBHS	385	270
Alt Ed	As required by program	

17.2.1.2 Preparation (Prep) Time

In the event consensus cannot be reached about a configuration of the school day which incorporates a minimum of 480 minutes of prep time every 10 instructional days, then the default for prep time shall be as follows:

- 17.2.1.2.1 Secondary Prep time shall be equivalent to one (1) regular (non-advisory) period daily.
- 17.2.1.2.2 Elementary Prep time shall be at least fifty (50) consecutive minutes per regular day and at least forty (40) consecutive minutes per Early Release day. Additionally, teachers shall not be required to be present if another credentialed staff member is providing instructional activities.
- 17.2.1.2.3 Additionally, Intern and Pre-intern Special Education Teachers shall have five (5) days, for which a sub shall be provided, specifically for completing required paperwork, prorated for Special Education Teachers working less than full-time.
- 17.2.1.2.4 If an after-school program (i.e. Kudos) is assigned to a classroom such that it interferes with a teacher's ability to use the room for preparation, the teacher may flex their start/end time with approval from the site administrator in order to utilize the space efficiently.
- 17.2.1.2.5 In the event a teacher agrees to an admin request to cover a class during an assigned prep time, that teacher shall be compensated at their per diem hourly rate or Step 4 of Column E hourly rate,

whichever is higher, or the teacher may choose to be compensated with comp time at 100%.

17.2.1.2.6 In the event a Teacher on Special Assignment (TOSA), counselor, or an intervention teacher is assigned to cover a class outside of their normal duties during their workday, they will be compensated similarly to the relief outlined in Article 11.2. Relief shall be calculated as such:

Grades TK-5 – TOSA, counselor, or an intervention teacher: The current maximum daily sub rate divided by the instructional minutes in a full school day, multiplied by number of minutes covered.

Grades 6-12 – TOSA, counselor, or an intervention teacher: The current maximum daily sub rate divided by the number of periods in a full school day, multiplied by the number of periods of coverage. Block periods will count as two periods.

Members will be required to submit Supplemental Timesheets.

17.2.1.3 Notwithstanding Article 17.2.1.2 regarding Prep Time, should the District provide an on-site, full-day staff training session for any or all schools, affected unit members will receive at least 45 minutes of consecutive prep time on those days if possible and at least 40 minutes regardless. This prep time will occur either at the beginning of the work day, before the training, or after the training but before the end of the work day. Additionally, it is understood that a thirty-minute, duty-free lunch as per Article 17.2.1. will be honored on these days.

Further, the administration may, as needed, adjust the workday hours to 8:00 a.m. – 3:30 p.m. on Professional Development (PD) days to accommodate the on-site training.

17.2.2 Administrator-called staff meetings shall be limited to occur within their admin ER days (17.2.3.1c). Special Education staff members will be provided relief to attend staff meeting if they fall outside of these parameters. District-wide staff meetings are limited to four times annually to be held from 3:40-5:00. Unit members will be notified at least two weeks prior to any District-wide staff meeting.

17.2.3 Early Release days for students shall be regular work days for certificated staff.

17.2.3.1 Each site, through the building of consensus and in compliance with the requirements of this Article, shall establish and recommend to the Superintendent an Early Release Day schedule that includes:

- a) 4 ER days to be used on the last four days of the year to work in classrooms at teacher discretion, including but not limited to grading, room prep, and collaboration.
- b) 7 ER days to be used for grading and parent conferences
- c) 8 ER days to be used for administrative purposes which may include but is not limited to professional development, district training, and administrative site needs.
- d) The eighth Admin ER day shall occur in May, as determined by each site, and shall be specifically devoted to school-wide planning for the following school year.
- e) 20 ER days to be used for teacher collaboration as determined by consensus of teachers at a grade level or department.
- f) The first 17 days of school will be ER days for kindergarten and Transitional Kindergarten

17.2.3.2 On parent conferencing days the seven (7) hour duty day may be modified to compensate for scheduling parent conferences outside of regular contract hours. The schedule shall be shared with the site administrator in advance. Should the work week exceed the 35 contract hours during conferences then members will

be compensated at their per diem hourly rate of pay or Step 4 of Comun E hourly rate, whichever is higher.

17.2.4 Building principals and faculty shall confer in determination of arrival and split shifts, excluding zero periods, without mutual agreement.

17.2.5 Every unit member shall be entitled to one (1) thirty-minute, duty free, uninterrupted lunch period not including passing time.

17.2.6 Non-student Day Time

17.2.6.1 The time before instruction begins will be used at teacher discretion for activities related to their position; however, a teacher may voluntarily substitute up to ten (10) minutes of before-school duty in lieu of other supervisory duty during the instructional day.

17.2.6.2 Except for High School Registration Night, Back-to-School Night, Open House, and High School/Middle School Parent Conferences, all activities requiring teacher attendance are to begin within fifteen (15) minutes of the end of the work day as per 17.2.2. Except for meetings called to respond to an emergency situation, unit members will be given seven (7) days prior notice of the meeting.

17.2.6.3 Extra Duty

17.2.6.3.1 Site-specific extra-curricular duties shall be voluntary.

17.2.6.3.2 As much as possible, IEPs, SSTs, 504s, and any requested administrator-called meetings or trainings shall be scheduled within the regular work day: however, in addition to the activities in 17.2.6.2, all unit members may be asked to attend IEPs, SSTs, 504, and/or any requested administrator-called meetings or trainings outside the regular work day with additional compensation. Unit members shall receive their per diem hourly rate or Step 4

of Column E hourly rate, whichever is higher or may elect to receive comp time at 100%.

17.2.6.3.3 The District shall include unit members along with other District staff when it solicits coverage for extra-curricular duties not noted in 17.2.6.3.1 (such as sporting events and dances). The District shall determine the number of people required and solicit coverage districtwide. Any unit member performing such duties shall receive 50% of the Hourly Extra Duty rate or for every five (5) hours served, the unit member may elect to earn one-half compensation (comp) day [or ten (10) hours for a full day] to be used prior to the end of the school year in which the time is earned. Compensation time may be used at the complete discretion of the unit member. Any compensation days earned that are not used prior to the end of the school year will be forfeited and the time paid at 50% of the Hourly Extra Duty rate as above.

17.2.7 The regular duty rosters shall be emailed to all unit members at the start of the school year and maintained in a site Google Folder showing the types and approximate length of said duties and indicating unit members assigned to perform said duties. The principal shall assign supervision duties to certificated staff on an equal distribution basis when students are on the school grounds because of bus schedules, rainy day sessions, etc.

17.2.8 Unit members shall be paid Extra Duty Hourly Rate *or* receive DCEC units to prepare and deliver District-approved professional development activities as follows:

- 1) Two (2) hours for preparation of a 1 to 1 ½ hour presentation, and an extra hour for any single presentation the unit member must present more than twice in one day.
- 2) Whatever time is allowed for presentation(s) if the presentation(s) occurs outside the normal work hours.

17.3 LESS THAN FULL TIME REGULAR SCHOOL YEAR CONTRACTS

17.3.1 Those employees with contracts for less than a full school year shall be paid an annual salary prorated based on the percentage of a 185-day work year.

17.3.2 Those employees contracted for less than a full time seven (7) hour day shall be paid an annual salary prorated on the percentage of the seven-hour work day.

17.4 COUNSELORS AND PSYCHOLOGISTS

17.4.1 Number of days per year:

Psychologist = 205 days

Counselor I = 200 days

Counselor II = 185 days

17.5 LIBRARIAN/MEDIA SPECIALIST

17.5.1 Number of days per year: Ten (10) days in addition to the number of days required for unit members.

17.6 ANNUAL CALENDAR

The District shall establish the yearly calendar at their discretion within the following mandatory parameters no later than November 1st one year prior to implementation:

Perpetual Calendar:

- Four days prior to the first day of instruction shall be used for district-wide PD days, two of which shall be devoted to teacher preparation time with no principal-called meetings scheduled. The fifth PD day shall occur on the first

workday in November. (This provision is effective beginning in the 2021-22 school year).

- First duty day for teachers shall be no earlier than August 1, and there shall be at least three teacher work days with at least two of those days to work in classrooms prior to the first student day.
- An October Break commencing in the first two full weeks of October which shall include between two (2) to five (5) weekdays attached to a weekend.
- A one-week Thanksgiving break shall occur the week of Thanksgiving.
- Whenever possible, Winter Break commences two Mondays prior to January 1 and ends the Monday after January 1 unless January 1 falls on a Sunday or Monday, at which time school will re-commence the Tuesday immediately following. Any variation to the start of Winter Break will be discussed and agreed upon each year prior to the Board approval of the annual calendar.
- A one-week President's Break shall occur the week that includes President's Day.
- A one-week (five consecutive school days) Spring Break commences nine Mondays prior to the last day of instruction.
- Any variation to these dates will be discussed and mutually agreed upon by FBUSD and FBDTA prior to Board approval of the annual calendar.

17.7 TEACHER-IN-CHARGE

When a site administrator is gone for all or part of a day such that a "substitute" is required, the following shall be the process for selection of the replacement:

- 1) Another administrator shall be brought in if possible.
- 2) A unit member shall be offered the position of Teacher-in-Charge on a rotating basis from a list of unit members at the site (or unit members working on an administrative credential from anywhere in the District) who have expressed a written interest in doing so.

- a) A unit member working on an administrative credential and needing time for experience shall be paid a stipend of \$100 per day (in no less than a half-day increment) in addition to their regular salary.
- b) A unit member not working on an administrative credential or who already has an administrative credential shall be paid a stipend of \$150 per day (in no less than a half-day increment) in addition to their regular salary.
- c) It is understood that for student disciplinary issues, the Teacher-in-Charge may call another District administrator to administer said discipline.
- d) If no substitute is available for the Teacher-in- Charge, either an administrator from another site must cover the duty or the teacher(s) to whom the students of the Teacher-in-Charge are sent shall receive overage pay as per Article 11.2 – Relief.

ARTICLE XVIII - UNITS ACCEPTABLE FOR SALARY CREDIT: (DCEC)

Units earned for reclassification (advancement) which meet the requirements of either 18.1 or 18.2 below are acceptable for salary credit:

18.1 UNITS ACCEPTABLE FOR SALARY CREDIT WITHOUT DCEC APPROVAL

Upper division or graduate credits in classes, institutes, or workshops sponsored by accredited colleges or universities taken in the unit members undergraduate/graduate major or minor fields of study in general education, educational administration or current teaching assignment, provided that:

- a) The unit member has a valid credential to teach in that field of study, Preschool and TK-12, and
- b) The field of study is taught in the Fort Bragg Unified Schools, Preschool and TK-12.

18.2 UNITS ACCEPTABLE FOR SALARY CREDIT WITH DCEC APPROVAL

Units or activities defined under 1, 2, 3, 4, below must have approval from the DCEC. As some may not be acceptable, it is recommended that approval be obtained prior to undertaking the activity. For the purposes of this article, twelve (12) hours of class/course time will be equivalent to one (1) unit of DCEC credit.

18.2.1 Courses, institutes or workshops pertaining to an administratively assigned or approved extracurricular responsibility, i.e. Student Government, extra assignment \ athletics, student publications, etc.

18.2.2 Courses, institutes or workshops that would aid the unit member in understanding, dealing with, and being of service to school age youth, i.e. courses related to behavior, discipline, counseling, etc.

18.2.3 Online courses.

18.2.4 Unit members may choose to earn DCEC in lieu of payment for attending District approved conferences outside of regular contract hours.

18.3 DEFINITION

The District Committee for the Evaluation of Credit shall be responsible for upholding the standards of the teaching profession within the District, and shall act as the committee for the evaluation of work completed for DCEC credit. This committee shall be composed of the following:

- 18.3.1 The President of FBDTA shall appoint one person from each school site, one of whom shall be the chairperson.
- 18.3.2 An Administrator, appointed by the Superintendent.
- 18.3.3 If, in the opinion of the petitioner, there is no committee member familiar with and knowledgeable in the area being petitioned, he or she shall have the option of requesting the DCEC chairperson appoint such a person.
- 18.3.4 Member (s) of the FBDTA, appointed by the chairperson of the DCEC.
- 18.3.5 The committee shall be comprised of no less than six (6) persons. Decisions shall be by a majority vote. Four (4) members present shall constitute a quorum.

18.4 RESTRICTIONS TO DCEC APPROVAL

- 18.4.1 No more than five (5) semester units may be of approved lower division correspondence courses and no more than ten (10) semester units may be of lower division courses in each consecutive block of fifteen (15) semester units.
- 18.4.2 No more than five (5) semester units of each consecutive block of fifteen (15) semester units may be in course work related to non-teaching assignments.
- 18.4.3 Unit members can move a maximum of one column per year unless they are required to get more units in one year for credentialing purposes. In such a case, all units shall be credited for salary increase.

18.5 PROCEDURE

The petitioner shall submit the DCEC form to the Human Resources Department by October 15th. The DCEC committee will meet annually between October 16th and October 26th to review applications. The committee will accept or decline each application. The DCEC Chair will notify the Human Resources Department of the committee decisions

prior to October 31st. The Human Resources Department will notify the petitioner (s) of the committee decision five (5) days of receipt. If advancement on the Salary Schedule is approved, the unit members shall receive retroactive payment at the new rate and the new rate shall begin with the December paycheck for that year.

“Note: see article 16.1.1 regarding maintaining placement on Column H of the salary schedule”

18.6 DCEC HANDBOOK

The DCEC Chair and the Superintendent will review the DCEC handbook annually and make any necessary changes in June of each school year. Proposed changes will be presented to the FBDTA executive board for approval. Final approval of all changes to the DCEC Handbook will be signed off by the DCEC Chair and the Superintendent. The DCEC handbook shall be maintained in the District Google Drive and posted on the FBUSD Employee Resources website.

18.6.1 DCEC Book List: Unit members may submit suggestions of books to be added to the DCEC Book List. The DCEC Committee will review and update the book list at the regular October meeting and one subsequent meeting in April if requested. The decision of the DCEC Committee will be final. Books will be added to the DCEC Book List at these times only.

ARTICLE XIX - PHYSICAL EXAMINATIONS

19.1 EXAMINATIONS

Pursuant to E.C. 49406, examinations and/or risk assessment for tuberculosis shall be required every four (4) years, or more often if directed by the Board upon recommendation from the health officer. These examinations shall be paid for by the District, as a rate not to exceed that of the District's service provider.

ARTICLE XX - SEVERABILITY

- 20.1** If any provision of this agreement or any application thereof to any unit member is held by the highest court of the State or by a Federal Court to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 20.2** Should a provision or application be deemed invalid, as described in paragraph 20.1 above, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE XXI - TRANSFER OF BARGAINING UNIT WORK

- 21.1** If a class or a related class which meets the same graduation requirement has been taught in the preceding year by a FBUSD employee to FBUSD students, then prior to the teaching of that class at Fort Bragg High School by any Mendocino College instructor who is not a member of this bargaining unit, the FBUSD employee who formerly taught the class must agree that it may be taught by the non-bargaining unit member.
- 21.2** If the addition or continuation of a Mendocino College class would result in the loss of a certificated FTE at the affected site, the FBDDTA executive board and the District shall meet and confer on the effect with agreement of both parties being necessary for the class to occur.
- 21.3** In addition, the District agrees to use its best efforts to have more Mendocino College classes taught by members of this bargaining unit who are appropriately credentialed and qualified.

ARTICLE XXII - EARLY RETIREMENT PROGRAM

An Early Retirement Program will provide for District paid medical benefits (excluding dental, vision, life or such other benefits as may be added in subsequent years) until Medicare eligible. The District contribution to medical benefits will be on the same terms and conditions as apply to other employees and subject to the same changes. The Early Retirement Program shall be available to all certificated staff according to the following criteria:

- 22.1** If the employee notifies the District prior to June 1st of the year prior to his/her last year, a stipend equivalent to one step shall be granted for the year preceding retirement.
- 22.2** For the term of this contract, the employee must have completed 15 years of service, the last 10 years preceding retirement are in the District before an employee may retire within the five-year window which begins no earlier than ten (10) years prior to reaching Medicare eligibility, and receive District paid medical benefits until Medicare eligible if he/she provides 20 days of service as a substitute teacher annually until five years prior to Medicare eligibility. Alternative methods of service may be mutually agreed upon to meet the service requirement. An employee may choose to reimburse the District for an equivalent dollar amount to 20 days service in lieu of actual service.

ARTICLE XXIII - EFFECTS OF LAYOFF

- 23.1** When a bargaining unit member receives a layoff notice from the District and all other leave possibilities have been exhausted an additional two (2) paid release days will be available to the bargaining unit member for the purpose of a job search.
- 23.2** Laid-off teachers' health benefits will be maintained by the District until August 31st.

ARTICLE XXIV - COMPLETION OR CHANGE OF THE AGREEMENT

- 24.1** This document comprises the entire Agreement between the Board and the Association on matters within the lawful scope of negotiations.
- 24.2** Except as provided in Section 24.3 and 24.4 of this Article, the Board and the Association shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not the subject is covered by this Agreement, even though such subject was not known nor considered at the time of negotiations leading to the execution of this Agreement.
- 24.3** Improvements in or reduction of unit member benefits within the lawful scope of negotiations which are required by amendment, addition, or notification of statutory guarantees now provided in California or Federal law shall obligate the parties, upon the request of either party, within ten (10) days of the effective date of such legislation to negotiate for the improvement or maintenance of such benefits in the Agreement.
- 24.4** We believe that interest based bargaining offers the District and all of its bargaining units the best possibility to develop collaborative arrangements, which would benefit everyone. The following should be included in the negotiation process: FBDTA designated negotiating teams, the Superintendent, other site and District administrators designated by the Board of Trustees.
- 24.5** The Association and the District will jointly proofread the final draft of the bargaining agreement within thirty (30) days of ratification and prior to its publication.
- 24.6** Within thirty (30) days of ratification of this agreement by both parties herein, the Board shall have an electronic copy of the Master Agreement prepared and emailed to the FBDTA President

and available online for all unit members. A version in Microsoft Word or similar editable platform shall be available to the Association.

24.7 The Board agrees to meet and negotiate with the Association each year this contract is in effect with annual re-openers as per Article 25 Terms.

ARTICLE XXV - TERMS

The term of this AGREEMENT shall be from July 1, 2024 through June 30, 2025.

Unless DISTRICT or ASSOCIATION notifies the other party in writing no later than April 15, 2025 of its desire to terminate or amend this AGREEMENT, it shall continue in effect for additional one-year periods.

If the state adopted COLA is eight percent (8%) or more, negotiations regarding salary will be reopened, but only if the District’s enrollment is 1,700 or more on the CBEDS Information Day for 2024-2025.

The Agreement will close negotiations for the 2024-25 school years.

IN WITNESS WHEREOF, the parties *hereto* have executed this AGREEMENT on this date.

ASSOCIATION
Fort Bragg District Teachers Association
Signed by _____
President
Date

BOARD
Fort Bragg Unified School District
Signed by _____
Secretary
Date

ARTICLE XXVI SAFETY

26.1 SAFE WORKING CONDITIONS

26.1.1 Bargaining unit members are not expected to work in unsafe conditions or to perform tasks that endanger their health or safety. When mold is reported in writing to our maintenance, custodial, or administrative teams, the following procedures will be followed in the order presented below:

1. After mold is reported, district maintenance and/or custodial staff will visually verify or order the air testing service within 24 hours. The classroom or space will be vacated by the end of the business day following verification. The district will find an available space to hold class until remediation is completed.
2. The district will immediately investigate to determine the source of any moisture causing mold. The cause of the moisture will be remediated.
3. The size of the affected area and the system or item affected with mold will determine the response for remediation (see the EPA guidelines). The mold will be remediated according to the EPA and OSHA recommendations. Maintenance staff will perform the levels of remediation for which they are qualified. If additional remediation is warranted, an outside contractor will be used.
4. The space will be cleaned. Surfaces will be dried.
5. Follow up testing will occur if the level of mold intrusion is Level 3 or Level 4 per the EPA guidelines to ensure the problem has been remediated.
6. The classroom or space will be reoccupied once the remediation is verified.
7. Any supplies and furniture lost due to damage will be replaced by the district.

26.1.2 The District shall undertake reasonable efforts to ensure all classroom doors can be locked from the inside, have a first aid kit, vision-blocking curtains or shades as determined by the district, and that telephone contact between classrooms and the site and District offices is available. Perimeter locks shall be keyless systems to allow all staff members the ability to enter or exit campus, especially in case of emergency.

- 26.1.3 The District shall ensure that all staff will be trained annually for active shooter scenarios. The district shall undertake reasonable efforts to conduct drills in conjunction with local authorities.
- 26.1.4 Unit members whose personal property (e.g. hearing aid, prescription eyeglasses) is damaged due to unsafe conditions shall be eligible for reasonable reimbursement by the District.
- 26.1.5 Cameras and Monitoring Equipment
- a) All unit members will be notified by September 1 of each school year where all cameras are located throughout the campus.
 - b) No unit member shall be recorded in their classroom/teaching environment using any visual or auditory recording device without their knowledge and consent, and no unit member shall be pressured by administration to give consent.
 - c) Any visual or auditory recording device will not be used to gather information for the purpose of evaluation and /or discipline; however, if a surveillance or approved classroom camera records a unit member in the commission of a crime, the District may use that video evidence in disciplinary proceedings.
 - d) The need to review footage of any camera must be triggered by a written or verbal report of an incident.
 - e) Without prior notice and agreement of all parties, there will be no reviewing of video recordings or monitoring of Association activities on school grounds.
 - f) No concealed cameras will be installed.
- 26.1.5.1 Notwithstanding the above, a unit member may submit a written request to have a camera or monitoring equipment placed in their classroom/teaching environment. A response to the request will be provided within two weeks. If that request is denied, the District shall provide written rationale for the denial, and the unit member may appeal the denied request to the School Board.

26.1.6 ***SECTION HAS BEEN DELETED***

26.1.7 Classroom Suspension By Teacher (Ed Code 48910)

- 26.1.7.1 A unit member may temporarily suspend a student from their classroom for the day of the suspension and the day following for any acts enumerated in Education Code 48900.
- 26.1.7.2 As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
- 26.1.7.3 The unit member shall immediately report the suspension to the principal or designee and send the student to the administrator or designee for appropriate action.
- 26.1.7.4 The student shall not be placed in another regular class during the period of suspension. If the student is assigned to one or more classes per day, the suspension shall apply only to other regular classes scheduled at the same time as the class from which the student was suspended.
- 26.1.7.5 The student shall not be returned to the class from which they were suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

26.1.8 Assault, Attack, or Threat Against a Unit Member by Students

- 26.1.8.1 The unit member shall report the incident immediately to the administrator in charge or designee, who shall notify the student's parent, guardian or other responsible adult immediately. In addition, the unit member retains the right to notify the police directly.

- 26.1.8.2 The unit member shall prepare a written statement concerning the incident and present it to the site administrator who will then add their remarks, if any, to the statement. The unit member and site administrator will explore restorative practices, where consistent with the school site's safety plan and Education Code.
- 26.1.8.3 A unit member who is the victim of an assault, attack or threat, verbal or physical, and who so requests, shall be immediately granted the remainder of the day of the assault, attack or threat released from duty. These release days shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article IX: Leaves.
- 26.1.8.4 Students involved in a physical assault, attack or verbal threat, against a unit member, shall not be returned to the unit member's class(as) until a meeting between the unit member and an administrator is held, and the consequences to the student(s) for the misconduct has been determined.
- 26.1.9 California Emergency Services
- 26.1.9.1 In the event unit members have been pressed into service as disaster service workers, unit members shall be paid at their per diem hourly rate, rounded to the nearest half hour, for all time worked as a disaster service worker beyond their contractual workday.
- 26.1.9.2 In the event of an emergency school closure, including but not limited to a natural disaster, quarantine or government order, unit members shall receive their daily rate of pay and benefits. If makeup days are required by law, the District shall negotiate the dates of said days with the Association.

EXHIBIT A

INSURANCE

It is agreed by the District and the Association that the District shall pay for each unit member covered by this Agreement, and enrolled in the following plans, the amount specified below into the District's Medical, Dental and Vision Trust Fund. FBUSD shall maintain the composite rate with Staywell.

MEDICAL COVERAGE

80% of annual cost

DENTAL COVERAGE

100% of annual cost

VISION COVERAGE

100% of annual cost

In addition, the District agrees to pay \$105 annually for each member covered by this Agreement for life insurance.

EXHIBIT B

B.1 DISTRICT GENERAL FUNDS

The District agrees not to spend any District general funds on the construction of the High School Stadium Project.

EXHIBIT C

**CERTIFICATED
SALARY
SCHEDULES**

2025/2026 ADMINISTRATIVE SALARY SCHEDULES

Approved 06/12/2025 (added steps 11-20)

Certificated Administration

(G13)

A

Steps	DAYS RATIO	Alt/Adult Ed			Asst		High School			Elementary			Middle School		High School		DW		
		Principal			Principal MS		Asst Principal			Principal			Principal		Principal		Director		
		Gde 6 - 12 +Masters			Gde 6 - 8 +Masters		Gde 9 - 12 +Masters +Doctorate			Gde K - 5 +Masters +Doctorate			Gde 6 - 8 +Masters		Gde 9 - 12 +Masters		Spec Pgms +Masters +Doctorate		
		215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
		1.22	1.22	1.22	1.17	1.17	1.20	1.20	1.20	1.22	1.22	1.22	1.24	1.24	1.27	1.27	1.25	1.25	1.25
		I	I+	I++	II	II+	III	III+	III+D	IV	IV+	IV+D	V	V+	VI	VI+	VII	VII+	VII+D
1.0		113,445	115,249	115,851	108,795	110,600	111,585	113,389	113,991	113,445	115,249	115,851	115,305	117,109	118,094	119,899	116,234	118,038	118,640
2.0		115,713	117,517	118,119	110,971	112,775	113,817	115,621	116,223	115,713	117,517	118,118	117,610	119,413	120,456	122,260	118,560	120,365	120,966
3.0		118,028	119,833	120,434	113,191	114,995	116,093	117,898	118,500	118,028	119,833	120,433	119,963	121,768	122,865	124,670	120,931	122,736	123,337
4.0		120,389	122,193	122,795	115,455	117,259	118,415	120,219	120,821	120,389	122,193	122,795	122,361	124,166	125,322	127,126	123,350	125,154	125,756
5.0		122,795	124,599	125,202	117,763	119,566	120,783	122,588	123,189	122,795	124,599	125,201	124,809	126,614	127,828	129,632	125,817	127,621	128,223
6.0		125,252	127,056	127,658	120,119	121,924	123,198	125,002	125,604	125,252	127,056	127,658	127,306	129,110	130,385	132,189	128,333	130,138	130,740
7.0		127,757	129,561	130,163	122,521	124,326	125,663	127,467	128,069	127,757	129,561	130,163	129,852	131,655	132,993	134,797	130,900	132,704	133,306
8.0		130,312	132,117	132,718	124,972	126,776	128,176	129,981	130,582	130,312	132,117	132,718	132,449	134,253	135,653	137,457	133,518	135,322	135,924
9.0		132,919	134,723	135,324	127,471	129,276	130,740	132,544	133,146	132,919	134,723	135,324	135,098	136,902	138,365	140,169	136,187	137,992	138,594
10.0		135,577	137,382	137,984	130,021	131,825	133,354	135,157	135,760	135,577	137,382	137,983	137,800	139,604	141,133	142,938	138,912	140,716	141,318
11.0		138,289	140,093	140,695	132,621	134,426	136,020	137,823	138,426	138,289	140,093	140,695	140,556	142,360	143,957	145,762	141,691	143,496	144,097
12.0		141,054	142,858	143,461	135,273	137,078	138,739	140,543	141,146	141,054	142,858	143,460	143,367	145,172	146,837	148,642	144,526	146,331	146,932
13.0		143,875	145,679	146,281	137,979	139,783	141,513	143,316	143,919	143,875	145,679	146,281	146,234	148,039	149,775	151,580	147,418	149,223	149,825
14.0		146,753	148,557	149,159	140,739	142,543	144,342	146,146	146,748	146,753	148,557	149,159	149,159	150,963	152,772	154,577	150,367	152,173	152,774
15.0		149,688	151,492	152,094	143,553	145,357	147,228	149,031	149,634	149,688	151,492	152,093	152,142	153,947	155,828	157,633	153,375	155,181	155,783
16.0		152,682	154,486	155,088	146,424	148,228	150,172	151,976	152,578	152,682	154,486	155,088	155,185	156,989	158,945	160,749	156,443	158,247	158,849
17.0		155,735	157,539	158,141	149,353	151,157	153,176	154,980	155,582	155,735	157,539	158,141	158,288	160,092	162,123	163,927	159,572	161,376	161,978
18.0		158,850	160,654	161,256	152,340	154,144	156,239	158,043	158,645	158,850	160,654	161,256	161,454	163,258	165,366	167,170	162,763	164,567	165,169
19.0		162,027	163,831	164,433	155,387	157,191	159,364	161,168	161,770	162,027	163,831	164,433	164,683	166,487	168,673	170,477	166,018	167,822	168,424
20.0		165,268	167,072	167,674	158,494	160,298	162,551	164,355	164,957	165,268	167,072	167,674	167,977	169,781	172,047	173,851	169,339	171,143	171,745

Certificated COUNSELORS
2025-26 Salary Schedule 200 Days
Board Approved 06/13/2024

Steps	A BA	B BA or Plus	B+ Plus PhD	B++ Plus PhD	C BA or Plus	C+ Plus PhD	C++ Plus PhD	D BA or Plus	D+ Plus PhD	D++ Plus PhD	E BA or Plus	E+ Plus PhD	E++ Plus PhD	F BA or Plus	F+ Plus PhD	F++ Plus PhD	G BA or Plus	G+ Plus PhD	G++ Plus PhD	H 10 yrs in Plus	H+ Plus PhD	H++ Plus PhD
1	69,151	70,955	71,557	70,824	72,628	73,230	72,496	74,300	74,902	74,168	75,972	76,574	75,841	77,645	78,247	77,513	79,317	79,919	79,185	-	-	-
2	70,824	72,628	73,230	72,496	74,300	74,902	74,168	75,972	76,574	75,841	77,645	78,247	77,513	79,317	79,919	79,185	80,989	81,591	80,858	-	-	-
3	72,496	74,300	74,902	74,168	75,972	76,574	75,841	77,645	78,247	77,513	79,317	79,919	79,185	80,989	81,591	80,858	82,662	83,264	82,530	-	-	-
4	74,168	75,972	76,574	75,841	77,645	78,247	77,513	79,317	79,919	79,185	80,989	81,591	80,858	82,662	83,264	82,530	84,334	84,936	84,202	-	-	-
5	75,841	77,645	78,247	77,513	79,317	79,919	79,185	80,989	81,591	80,858	82,662	83,264	82,530	84,334	84,936	84,202	86,006	86,608	85,875	-	-	-
6	75,841	77,645	78,247	77,513	79,317	79,919	80,858	82,662	83,264	82,530	84,334	84,936	84,202	86,006	86,608	85,875	87,678	88,280	87,678	-	-	-
7	75,841	77,645	78,247	77,513	79,317	79,919	82,530	84,334	84,936	84,202	86,006	86,608	85,875	87,678	88,280	87,547	89,351	89,953	-	-	-	
8	75,841	77,645	78,247	77,513	79,317	79,919	84,202	86,006	86,608	85,875	87,678	88,280	87,547	89,351	89,953	89,219	91,023	91,625	-	-	-	
9	75,841	77,645	78,247	77,513	79,317	79,919	85,875	87,678	88,280	87,547	89,351	89,953	89,219	91,023	91,625	90,892	92,695	93,297	-	-	-	
10	75,841	77,645	78,247	77,513	79,317	79,919	87,547	89,351	89,953	89,219	91,023	91,625	90,892	92,695	93,297	92,564	94,368	94,970	-	-	-	
11	75,841	77,645	78,247	77,513	79,317	79,919	89,219	91,023	91,625	90,892	92,695	93,297	92,564	94,368	94,970	94,236	96,040	96,642	97,581	99,385	99,987	-
12	75,841	77,645	78,247	77,513	79,317	79,919	90,892	92,695	93,297	92,564	94,368	94,970	94,236	96,040	96,642	95,908	97,712	98,314	99,253	101,057	101,659	101,659
13	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	94,236	96,040	96,642	95,908	97,712	98,314	97,581	99,385	99,987	100,925	102,729	103,331	103,331
14	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	95,908	97,712	98,314	97,581	99,385	99,987	99,253	101,057	101,659	102,598	104,402	105,004	105,004
15	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	97,581	99,385	99,987	99,253	101,057	101,659	100,925	102,729	103,331	104,270	105,875	106,477	106,477
16	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	99,253	101,057	101,659	100,925	102,729	103,331	102,598	104,402	105,004	105,942	107,746	108,348	108,348
17	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	102,598	104,402	105,004	104,270	106,074	106,676	107,615	109,418	110,020	110,020
18	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	104,270	106,074	106,676	105,942	107,746	108,348	109,287	111,091	111,693	111,693
19	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	107,615	109,418	110,020	110,959	112,763	113,365	113,365
20	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	109,287	111,091	111,693	112,632	114,435	115,037	115,037
21	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	110,959	112,763	113,365	114,304	116,108	116,710	116,710
22	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	112,632	114,435	115,037	115,976	117,780	118,382	118,382
23	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	114,304	116,108	116,710	117,648	119,452	120,054	120,054
24	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	115,976	117,780	118,382	119,321	121,125	121,727	121,727
25	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	117,648	119,452	120,054	120,993	122,797	123,399	123,399
26	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	119,321	121,125	121,727	122,665	124,469	125,071	125,071
27	75,841	77,645	78,247	77,513	79,317	79,919	92,564	94,368	94,970	100,925	102,729	103,331	105,942	107,746	108,348	120,993	122,797	123,399	124,338	126,143	126,744	126,744

Certificated PSYCHOLOGISTS
 2025-26 Salary Schedule 200 Days
 Board Approved 06/13/2024

Steps	A BA	B BA or Plus	B+ Plus PhD	B++ Plus PhD	C BA or Plus	C+ Plus PhD	C++ Plus PhD	D BA or Plus	D+ Plus PhD	D++ Plus PhD	E BA or Plus	E+ Plus PhD	E++ Plus PhD	F BA or Plus	F+ Plus PhD	F++ Plus PhD	G BA or Plus	G+ Plus PhD	G++ Plus PhD	H 10 yrs in Plus	H+ Plus PhD	H++ Plus PhD	
1	73,714	75,518	76,120	75,497	77,301	77,902	77,279	79,084	79,685	79,062	80,866	81,468	80,845	82,649	83,250	82,627	84,431	85,033	84,410	86,214	86,816	-	-
2	75,497	77,301	77,902	77,279	79,084	79,685	79,062	80,866	81,468	80,845	82,649	83,250	82,627	84,431	85,033	84,410	86,214	86,816	86,192	87,997	88,598	-	-
3	77,279	79,084	79,685	79,062	80,866	81,468	80,845	82,649	83,250	82,627	84,431	85,033	84,410	86,214	86,816	86,192	87,997	88,598	87,975	89,779	90,381	-	-
4	79,062	80,866	81,468	80,845	82,649	83,250	82,627	84,431	85,033	84,410	86,214	86,816	86,192	87,997	88,598	87,975	89,779	90,381	89,758	91,562	92,163	-	-
5	80,845	82,649	83,250	82,627	84,431	85,033	84,410	86,214	86,816	86,192	87,997	88,598	87,975	89,779	90,381	89,758	91,562	92,163	91,540	93,345	93,946	-	-
6	80,845	82,649	83,250	82,627	84,431	85,033	86,192	87,997	88,598	87,975	89,779	90,381	89,758	91,562	92,163	91,540	93,345	93,946	93,323	95,127	95,729	-	-
7	80,845	82,649	83,250	82,627	84,431	85,033	87,975	89,779	90,381	89,758	91,562	92,163	91,540	93,345	93,946	93,323	95,127	95,729	95,106	96,910	97,511	-	-
8	80,845	82,649	83,250	82,627	84,431	85,033	89,758	91,562	92,163	91,540	93,345	93,946	93,323	95,127	95,729	95,106	96,910	97,511	96,888	98,693	99,294	-	-
9	80,845	82,649	83,250	82,627	84,431	85,033	91,540	93,345	93,946	93,323	95,127	95,729	95,106	96,910	97,511	96,888	98,693	99,294	98,671	100,475	101,077	-	-
10	80,845	82,649	83,250	82,627	84,431	85,033	93,323	95,127	95,729	95,106	96,910	97,511	96,888	98,693	99,294	98,671	100,475	101,077	100,454	102,258	102,859	-	-
11	80,845	82,649	83,250	82,627	84,431	85,033	95,106	96,910	97,511	96,888	98,693	99,294	98,671	100,475	101,077	100,454	102,258	102,859	102,236	104,041	104,642	104,019	105,823
12	80,845	82,649	83,250	82,627	84,431	85,033	96,888	98,693	99,294	98,671	100,475	101,077	100,454	102,258	102,859	102,236	104,041	104,642	104,019	105,823	106,425	105,802	107,606
13	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	100,454	102,258	102,859	102,236	104,041	104,642	104,019	105,823	106,425	105,802	107,606	108,207	109,367	111,171
14	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	102,236	104,041	104,642	104,019	105,823	106,425	105,802	107,606	108,207	107,584	109,388	109,990	111,150	112,954
15	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	104,019	105,823	106,425	105,802	107,606	108,207	107,584	109,388	109,990	109,990	111,171	111,773	112,932	114,736
16	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	105,802	107,606	108,207	107,584	109,388	109,990	109,367	111,171	111,773	111,150	112,954	113,555	114,715	116,519
17	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	109,367	111,171	111,773	111,150	112,954	113,555	114,715	116,519	117,121	118,280	120,084
18	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	111,150	112,954	113,555	112,932	114,736	115,338	114,715	116,519	117,121	118,280	120,084
19	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	114,715	116,519	117,121	118,280	120,084	120,686	121,845	123,650
20	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	116,497	118,302	118,903	120,063	121,867	122,468	123,628	125,432
21	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	120,063	121,867	122,468	123,628	125,432	126,034	127,193	128,998
22	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	120,063	121,867	122,468	123,628	125,432	126,034	127,193	128,998
23	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	121,845	123,650	124,251	125,411	127,215	127,816	128,976	130,780
24	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	123,628	125,432	126,034	127,193	128,998	129,599	130,759	132,563
25	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	125,411	127,215	127,816	128,976	130,780	131,382	132,541	134,346
26	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	127,193	128,998	129,599	130,759	132,563	133,164	134,346	136,169
27	80,845	82,649	83,250	82,627	84,431	85,033	98,671	100,475	101,077	107,584	109,388	109,990	112,932	114,736	115,338	128,976	130,780	131,382	132,541	134,346	134,947	136,169	137,981

Certificate SPECIAL EDUCATION
 25/26 Salary Schedule
 Approved 06/13/2024

Steps	A	B	B+	B++	C	C+	C++	D	D+	D++	E	E+	E++	F	F+	F++	G	G+	G++	H	H+	H++			
	BA	BA +30 or credential	Plus Masters	Plus Ph.D	BA +45	Plus Masters	Plus Ph.D	BA +60	Plus Masters	Plus Ph.D	BA +75	Plus Masters	Plus Ph.D	BA +90	Plus Masters	Plus Ph.D	BA +105	Plus Masters	Plus Ph.D	10 yrs in district +105 and 3 units/yr	Plus Masters	Plus Ph.D			
1		61,238	63,042	63,643	62,719	64,522	65,124	64,200	66,004	66,606	65,681	67,485	68,086	67,161	68,966	69,567	68,642	70,446	71,048	-	-	-			
2		62,719	64,522	65,124	64,200	66,004	66,606	65,681	67,485	68,086	67,161	68,966	69,567	68,642	70,446	71,048	70,123	71,927	72,529	71,604	73,409	74,010	-	-	-
3		64,200	66,004	66,606	65,681	67,485	68,086	67,161	68,966	69,567	68,642	70,446	71,048	70,123	71,927	72,529	71,604	73,409	74,010	73,085	74,890	75,491	-	-	-
4		65,681	67,485	68,086	67,161	68,966	69,567	68,642	70,446	71,048	70,123	71,927	72,529	71,604	73,409	74,010	73,085	74,890	75,491	74,566	76,370	76,972	-	-	-
5		67,161	68,966	69,567	68,642	70,446	71,048	70,123	71,927	72,529	71,604	73,409	74,010	73,085	74,890	75,491	74,566	76,370	76,972	76,047	77,851	78,453	-	-	-
6		67,161	68,966	69,567	68,642	70,446	71,048	71,604	73,409	74,010	73,085	74,890	75,491	74,566	76,370	76,972	76,047	77,851	78,453	77,528	79,332	79,933	-	-	-
7		67,161	68,966	69,567	68,642	70,446	71,048	73,085	74,890	75,491	74,566	76,370	76,972	76,047	77,851	78,453	77,528	79,332	79,933	79,009	80,814	81,415	-	-	-
8		67,161	68,966	69,567	68,642	70,446	71,048	74,566	76,370	76,972	76,047	77,851	78,453	77,528	79,332	79,933	79,009	80,814	81,415	-	-	-	-	-	-
9		67,161	68,966	69,567	68,642	70,446	71,048	76,047	77,851	78,453	77,528	79,332	79,933	79,009	80,814	81,415	80,490	82,294	82,896	81,971	83,775	84,376	-	-	-
10		67,161	68,966	69,567	68,642	70,446	71,048	77,528	79,332	79,933	79,009	80,814	81,415	80,490	82,294	82,896	81,971	83,775	84,376	-	-	-	-	-	-
11		67,161	68,966	69,567	68,642	70,446	71,048	79,009	80,814	81,415	80,490	82,294	82,896	81,971	83,775	84,376	83,452	85,256	85,857	84,933	86,736	87,338	87,895	89,699	90,300
12		67,161	68,966	69,567	68,642	70,446	71,048	80,490	82,294	82,896	81,971	83,775	84,376	83,452	85,256	85,857	84,933	86,736	87,338	86,414	88,218	88,820	89,375	91,180	91,781
13		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	83,452	85,256	85,857	84,933	86,736	87,338	86,414	88,218	88,820	87,895	89,699	90,300	90,856	92,660	93,262
14		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	84,933	86,736	87,338	86,414	88,218	88,820	87,895	89,699	90,300	89,375	91,180	91,781	92,337	94,141	94,743
15		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	86,414	88,218	88,820	87,895	89,699	90,300	89,375	91,180	91,781	90,856	92,660	93,262	93,818	95,623	96,224
16		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	87,895	89,699	90,300	89,375	91,180	91,781	90,856	92,660	93,262	92,337	94,141	94,743	95,299	97,104	97,705
17		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	90,856	92,660	93,262	92,337	94,141	94,743	93,818	95,623	96,224	96,780	98,584	99,186
18		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	92,337	94,141	94,743	93,818	95,623	96,224	95,299	97,104	97,705	98,261	100,065	100,666
19		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	95,299	97,104	97,705	96,780	98,584	99,186	99,742	101,546	102,147
20		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	96,780	98,584	99,186	98,261	100,065	100,666	101,223	103,028	103,629
21		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	98,261	100,065	100,666	101,223	103,028	103,629	104,185	105,989	106,590
22		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	99,742	101,546	102,147	102,704	104,508	105,110	105,666	107,470	108,071
23		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	101,223	103,028	103,629	104,185	105,989	106,590	107,147	108,950	109,552
24		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	104,185	105,989	106,590	107,147	108,950	109,552	110,432	111,034	111,635
25		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	105,666	107,470	108,071	108,628	110,432	111,034	111,635	112,236	112,837
26		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	107,147	108,950	109,552	110,108	111,913	112,514	113,115	113,716	114,317
27		67,161	68,966	69,567	68,642	70,446	71,048	81,971	83,775	84,376	89,375	91,180	91,781	93,818	95,623	96,224	108,628	110,432	111,034	111,635	112,236	112,837	113,438	114,039	114,640

Board approved 6/13/2024

SPEECH & LANGUAGE PATHOLOGISTS
 2025-26 Salary Schedule 205 Days
 Approved 06/13/2024

	A BA	B BA or Plus	B+ Plus PhD	B++ Plus PhD	C BA or Plus	C+ Plus PhD	C++ Plus PhD	D BA or Plus	D+ Plus PhD	D++ Plus PhD	E BA or Plus	E+ Plus PhD	E++ Plus PhD	F BA or Plus	F+ Plus PhD	F++ Plus PhD	G BA or Plus	G+ Plus PhD	G++ Plus PhD	H 10 yrs in Plus	H+ Plus PhD	H++ Plus PhD
1		66,522	68,327	68,928	68,131	69,935	70,537	69,740	71,545	72,146	71,349	73,153	73,754	72,957	74,761	75,362	74,566	76,370	76,972	-	-	-
2		68,131	69,935	70,537	69,740	71,545	72,146	71,349	73,153	73,754	72,957	74,761	75,362	74,566	76,370	76,972	76,175	77,979	78,580	-	-	-
3		69,740	71,545	72,146	71,349	73,153	73,754	72,957	74,761	75,362	74,566	76,370	76,972	76,175	77,979	78,580	77,783	79,588	80,189	-	-	-
4		71,349	73,153	73,754	72,957	74,761	75,362	74,566	76,370	76,972	76,175	77,979	78,580	77,783	79,588	80,189	79,392	81,196	81,798	-	-	-
5		72,957	74,761	75,362	74,566	76,370	76,972	76,175	77,979	78,580	77,783	79,588	80,189	79,392	81,196	81,798	81,001	82,806	83,407	-	-	-
6		72,957	74,761	75,362	74,566	76,370	76,972	77,783	79,588	80,189	79,392	81,196	81,798	81,001	82,806	83,407	82,610	84,414	85,015	-	-	-
7		72,957	74,761	75,362	74,566	76,370	76,972	79,392	81,196	81,798	81,001	82,806	83,407	82,610	84,414	85,015	84,218	86,023	86,625	-	-	-
8		72,957	74,761	75,362	74,566	76,370	76,972	81,001	82,806	83,407	82,610	84,414	85,015	84,218	86,023	86,625	85,827	87,631	88,233	-	-	-
9		72,957	74,761	75,362	74,566	76,370	76,972	82,610	84,414	85,015	84,218	86,023	86,625	85,827	87,631	88,233	87,436	89,240	89,841	-	-	-
10		72,957	74,761	75,362	74,566	76,370	76,972	84,218	86,023	86,625	85,827	87,631	88,233	87,436	89,240	89,841	89,045	90,849	91,450	-	-	-
11		72,957	74,761	75,362	74,566	76,370	76,972	85,827	87,631	88,233	87,436	89,240	89,841	89,045	90,849	91,450	90,653	92,457	93,059	93,871	95,675	96,276
12		72,957	74,761	75,362	74,566	76,370	76,972	87,436	89,240	89,841	89,045	90,849	91,450	90,653	92,457	93,059	92,262	94,067	94,668	95,479	97,284	97,886
13		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	90,653	92,457	93,059	92,262	94,067	94,668	93,871	95,675	96,276	97,088	98,892	99,494
14		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	92,262	94,067	94,668	93,871	95,675	96,276	95,479	97,284	97,886	98,697	100,502	101,103
15		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	93,871	95,675	96,276	95,479	97,284	97,886	97,088	98,892	99,494	100,306	102,110	102,711
16		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	95,479	97,284	97,886	97,088	98,892	99,494	98,697	100,502	101,103	101,914	103,719	104,321
17		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	98,697	100,502	101,103	100,306	102,110	102,711	103,523	105,327	105,929
18		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	100,306	102,110	102,711	101,914	103,719	104,321	105,132	106,936	107,537
19		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	103,523	105,327	105,929	106,741	108,545	109,146
20		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	105,132	106,936	107,537	108,349	110,153	110,755
21		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	106,741	108,545	109,146	109,958	111,763	112,364
22		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	108,349	110,153	110,755	111,567	113,371	113,972
23		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	109,958	111,763	112,364	113,176	114,980	115,582
24		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	111,567	113,371	113,972	114,784	116,588	117,190
25		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	113,176	114,980	115,582	116,393	118,198	118,799
26		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	114,784	116,588	117,190	118,002	119,806	120,407
27		72,957	74,761	75,362	74,566	76,370	76,972	89,045	90,849	91,450	97,088	98,892	99,494	101,914	103,719	104,321	116,393	118,198	118,799	119,610	121,414	122,016

EXHIBIT D
EXTRA PAY SALARY SCHEDULE

Updated May 6, 2025

Band Director \$3,000

Choral Director \$3,000

Drama Coach \$2,600

Musical Director \$1,800

Orchestra Director \$1,800

High School Student Council \$4,000 (\$1000 deduction if release time provided)

Middle School Student Council \$3,000 (\$1000 deduction if release time provided)

Senior Project Coordinator \$3,000

WEB/Link Crew Advisors \$3,000 annual stipend (*contingent on completion* of Boomerang Project training)

Grade Level/Department Chair \$1,500

The number of Grade Level/Department Chair stipends per school site shall be determined annually in consultation with site administration.

Leadership Team Member (Teacher on Special Assignment (TOSA), Counselor, etc.) \$1,000

The number of Leadership Team Member stipends per school site shall be determined annually in consultation with site administration.

FFA Advisor 20% of regular salary (includes extended contract—summer hours, after school, and weekend activities)

Career Technical Education (CTE) Project Experience \$20/hour: 1-6 students Extra Duty Hourly rate:
7+ students (All activities must be approved by site administration)

Combination Class Assignment (any grades TK-5): \$3,000 prorated and paid in equal installments at the time regular pay warrants are issued

Intern Support Provider - As paid to the district by provider agency

Induction Mentor stipends will be \$3,500 annually.

Dual Enrollment Teachers 40% of per unit payment made by Mendocino College, plus out-of-pocket expenses (Current rate under MOU is \$200 per unit taught.) FBUSD will cover the cost of the application for the early completion of the induction program.

Extra Duty Hourly Rate: \$50.13

Based on Range E, Step 4 of the Credentialed Teacher Salary Schedule.

For example: Home Hospital, Summer School, and Saturday School.

2024-25 Calculation: \$64,929 divided by /185 days divided by /7 hours = \$50.14

Similarly, the Extra Duty Hourly Rate for Counselors, Psychologists and Speech & Language Pathologists, shall be based on Range E, Step 4 of the appropriate Salary Schedule.

Interscholastic Sports

	1st Year	2nd / 3rd Year	4+ Years
Head Coach Varsity (All sports, if Board authorized)	\$3,580	\$3,800	\$4,020
Assistant Coach Varsity (All sports, if Board authorized)	\$2,700	\$2,920	\$3,140
Head Coach JV or 9 th Grade (All sports, if Board authorized)	\$2,700	\$2,920	\$3,140
Assistant Coach JV or 9 th Grade (All sports, if Board authorized)	\$1,930	\$2,150	\$2,370
		3+ Years	
Middle School Coaches (All sports, if Board authorized)	\$2,370	\$2,590	

All stipend positions are voluntary except when part of a job description. All positions with the exception of Athletic Director are unit member positions and will only be offered to a person outside of the unit if no qualified unit member is interested.

All stipend positions shall be prorated based on days served in the year for any shared positions or as otherwise agreed between the parties and the District.

EXHIBIT E

EXHIBIT F
GRIEVANCE PROCESSING FORM - LEVEL 1

Grievant's Name: _____ Date: _____

Work Location: _____

State the nature of the grievance:

Date of alleged violation/misinterpretation: _____

By whom was the alleged violation committed? _____

Relevant contract articles(s) / sections(s): _____

Remedy Proposed at Conference

Remedy requested:

Grievant's Signature

Date

Decision of Supervisor/Manager Level 1: _____

Administrator's Signature

Date

Copy sent to Association ____ Yes ____ No

**LEVEL 2
GRIEVANT APPEAL TO SUPERINTENDENT**

The attached grievance has not been satisfactorily resolved for the following reasons:

Grievant's Signature

Date

Decision of the Superintendent or designee (level 2):

Superintendent or Designee's Signature

Date

Copy sent to Association ____ Yes ____ No

**LEVEL 3
MEDIATION**

MEDIATION AGREEMENT (IF ANY)

ASSOCIATION
Fort Bragg District Teachers Association

BOARD OF TRUSTEES
Fort Bragg Unified School District

President

Secretary

Date: _____

Date: _____

**LEVEL 4
ARBITRATION**

IF THERE IS NO MEDIATION AGREEMENT, THE ASSOCIATION HAS TEN (10) DAYS AFTER THE TERMINATION OF LEVEL THREE TO FILE A REQUEST TO PROCEED TO ARBITRATION WITH THE BOARD OF TRUSTEES.

The below signature by the FBDDTA authorized representative shall serve as notice of the Association's intent to proceed to arbitration

Association Representative Signature

Date