COLLECTIVE BARGAINING AGREEMENT

July 1, 2026 through June 30, 2029

between

FREMONT UNION HIGH SCHOOL DISTRICT
589 West Fremont Avenue
Sunnyvale, California 94087

and

FREMONT EDUCATION ASSOCIATION
525 W. Remington Drive, Suite #114
Sunnyvale, California 94087

TABLE OF CONTENTS

Article 1 Parties, purpose, and recognition of bargaining unit..... 9
I. Parties 9
II. Purpose 9
III. Composition of the bargaining unit 9
IV. Exclusive representation 9
V. Individual contracts 9
Article 2 District powers and rights..... 10
I. General reservation 10
II. Specific reservations..... 10
Article 3 FEA powers and rights..... 10
I. Reserved powers 10
II. Right to collection of dues by the District from FEA members..... 10
III. Provision of Information 11
IV. Hold Harmless and Indemnification. 11
V. Forwarding of collected fees and dues..... 11
VI. Grievance-Arbitration Provisions 11
VII. Determination of courses offered 12
VIII. Accommodations 12
Article 4 The Bargaining Unit Employee rights 12
I. Academic Freedom.....12
II. Personal freedom 12
III. FEA representation 12
IV. Intellectual property 12
V. Student grade changes..... 13
VI. Recording devices..... 14
VII. Classroom para-educators and volunteer assistants 14
VIII. Parental classroom visits 14
IX. Personnel files..... 15
X. Student suspension 16
XI. Response to complaints 17

Article 5 Bargaining Unit Employee duties 17
I. Length of school year 17
II. Length of day 17
III. Full-time status..... 18
IV. Learning Management System 25
V. Advisories 25
VI. ERAP preparation periods 27
VII. Using ERAP for substitute coverage 27
VIII. Adjustment to duty day for late classes and night school 29
IX. Meeting Attendance 30
X. Multi-school assignments 32
XI. Non-paid additional duties..... 32
XII. Paid co-curricular duties..... 34
XIII. Non-standard Duty Assignments 34
XIV. Duties in special programs..... 37
XV: Mandated Trainings 37
Article 6 Staffing..... 38
I. Allocation Formula 38
II. Student: teacher class size ratios by subject area 38
III. Departmental control of class size 39
IV. Timing for determining compliance with class size ratios 40
V. Automatic review of staffing 40
VI. Standards for class size ratio compliance 40
VII. Computations for combined subject classes..... 41
VIII. Effect of Specially Designed Academic Instruction In English (SDAIE) classes 41
IX. Special education 41
X. Residency monitoring 42
XI. Remedy for unintentional breach by the District..... 42
Article 7 Leaves 42
I. Health-related leaves 42
II. Leaves for other purposes..... 48
III. Prorating of leaves for part-time bargaining unit employees..... 53

IV. Return from leaves..... 53
V. Certification, verification, and unauthorized leave 54
VI. Prohibition of other employment while on leave..... 55
VII. Catastrophic Leave Bank……...…55
Article 8 Transfers..... 56
I. District-wide posting of vacancies..... 56
II. Voluntary transfer 57
III. Involuntary transfer..... 57
IV. Criteria for filling vacancies 57
V. Multiple vacancies 59
VI. Notice to affected parties 59
VII. Limit on frequency of transfer..... 59
VIII. Option to leave employment or seek further transfer..... 59
IX. Involuntary transfer for compelling circumstances 59
X. School closure 60
XI. Substitute pool 60
Article 9 Bargaining unit employees not in classroom teaching positions 61
II. Psychologists 62
III. School Nurse Consultant..... 62
IV: Bargaining unit employees within this article 62
Article 10 Part-time bargaining unit employees..... 63
I. In general 63
II. Duties 64
III. Benefits and compensation 64
IV. Notice of Request to Increase FTE 64
V. Part-time employment with full-time retirement benefits *(Willie Brown)*..... 65
Article 11 Curricular leadership positions..... 67
I. Oversight committee, PLATE 67
II. PLCs and Team Leads..... 67
III. Curriculum Leads..... 68
IV. New Teacher Mentors..... 68

V. Department Leads 68

Article 12 Workplace safety 70

I. Compliance with regulations and safety codes..... 70
II. Assault on bargaining unit employees..... 71

III. Unsafe conditions..... 71

IV. CPR program 71

Article 13 Evaluation..... 71

I. General principles 71

II. Timing and calendar considerations..... 71

III. Standards for evaluation 72

IV. Annual conference 75

V. Alternative process..... 75

VI. Standard evaluation details 76

VII. Less than meeting standards evaluations 83

VIII. Summary evaluation 83

IX. Written reports 84

X. Mitigating circumstances 102

XI. Data for evaluation – limits 102

XII. Self assessment – warning of liability 102

XIII. Rating system 102

XIV. Grievability 102
XV. Complaints 102

Article 14 Discipline…….....103

I. Discipline procedures..... 103
Article 15 Compensation..... 104

I. Revenue share allocation process 104

II. Contingency re-opener 113

III. Hourly rate 117
IV. Salary Schedules 117

V. Paid co-curricular duties 127

VI. Per diem rate 131

VII. Summer school rate of pay 131

VIII. Payday 131
IX. Supplemental pay..... 132
X. Additional teaching competency stipend 132
XI. Areas of High Need 132
XII. Mileage and travel stipends 132
XIII. Health and welfare benefits..... 133
XIV. Member property coverage 134
XV. New Teacher Start of Year Stipend……..135
Article 16 Retirement 135
I. Eligibility 135
II. Health benefits..... 136
III. Recruiting and hiring retirees..... 137
Article 17 Grievances 139
I. Level I 139
II. Level II 140
III. Level III..... 140
IV. General provisions 141
Article 18 Negotiations 143
I. Continuing discussions 143
II. Participants for the parties 143
III. Release for FEA President 143
IV. Release time for negotiators 143
V. Summer negotiations..... 143
VI. Schedule for formal steps 144
Article 19 Waivers 144
I. Submission process..... 144
II. Renewals 145
III. Waiver termination 146
IV. Modifications 146
V. Grievances..... 146
VI. Incorporation into and impact on CBA 146

Article 20 Middle College 147
I. Assignment of bargaining unit employees 147
II. Adjustment to duties..... 147
Article 21 Summer school 148
I. Selection process 148
II. Summer calendar 148
III. Class size..... 148
Article 22 Faculty advisory committees 148
Article 23 Staff development days 148
I. Offerings subject to available funding..... 148
II. Compensation 149
III. No impact on evaluation 149
Article 24 Calendars and schedules 149
I. Calendars 149
I. Bell schedules 154
Article 25 School closure..... 155
I. Guiding philosophy 155
II. Procedures 155
Article 26 Glossary of terms 156
Article 27 Summary of consultation obligations. 159
I. Consultation required in general..... 160
II. Consultation required when an issue arises..... 160
III. Consultation required each semester: 160
IV. Consultation required annually 160
V. Consultation required annually, by 40th day 160
VI. Consultation required annually, prior to Jan 1..... 160
VII. Consultation required annually, in the Spring 160
Article 28 Split Site Teachers Appendix……..... 161
Article 29 Effective dates, integration, modification, severability, distribution..... 163
I. Effective dates of this CBA 163

II. Integration 163
III. Modifications 163
IV. No waiver through inaction 163
V. Severability of terms 164
VI. Section titles..... 164
VII. Distribution..... 164
VIII. Archiving and updating..... 164
IX. Execution 164

COLLECTIVE BARGAINING AGREEMENT

Article 1 Parties, purpose, and recognition of bargaining unit

I. Parties

The parties to this collective bargaining agreement ("CBA") are the Board of Trustees of the Fremont Union High School District ("the District") and the Fremont Education Association ("FEA"), an affiliate of the California Teachers Association ("CTA") and the National Education Association ("NEA").

II. Purpose

This CBA is intended to govern the relationship between the District, in its role as employer, and FEA, in its role representing the members of an employee bargaining unit.

III. Composition of the bargaining unit

The bargaining unit represented by FEA shall include all full- and part-time certificated employees who serve during the normal school year as classroom teachers or as allied professionals (including school counselors, library media teachers, speech language pathologists, school nurse consultant, and school psychologists), unless otherwise explicitly excluded by this CBA. Certificated management, confidential, and supervisory personnel are specifically excluded. Employment by the District or any affiliated entity in one of the following roles, by itself, shall not qualify an employee as a bargaining unit employee; however, an employee who otherwise qualifies as a bargaining unit employee does not lose that status by taking on one of these roles as an additional duty: substitute teacher, home teacher, adult education teacher, adult or community education assistant, campus recreation personnel, tutor or tutoring service personnel, summer school teacher, coach, curriculum writer, or workshop participant.

IV. Exclusive representation

The District hereby recognizes FEA as the exclusive representative of the bargaining unit for negotiations and contracting, and for purposes of federal and state labor law, including without limitation California Government Code §§ 3540 - 3549.3.

V. Individual contracts

It is the intent of the parties that employer-employee relations for all bargaining unit employees be governed by this CBA, and not by individual contracts. In the event that an individual contract is or becomes necessary between any bargaining unit employee and the District, such individual contract shall be subordinate to this CBA and fully subject to all terms and conditions in this CBA. If any provision in an individual contract is inconsistent with the terms of this CBA, the terms of this CBA shall be controlling.

Article 2 District powers and rights

I. General reservation

The District reserves and retains all powers, rights, authorities, duties and responsibilities conferred upon or vested in it by law that are not inconsistent with this CBA. In exercising its lawful powers, in adopting policies, rules, regulations, and practices, and in using its judgment and discretion, the District shall be limited only by terms of this CBA and by applicable law.

II. Specific reservations

The District retains specific rights including but not limited to the following:

A. to determine and administer policy;

B. subject to law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote employees;

C. to determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;

D. to determine the curriculum, in consultation with FEA;

E. to build, move or modify the facilities;

F. to develop and administer the budget;

G. to determine the methods of raising revenue;

H. to contract out work consistent with this CBA and legal requirements;

I. to take action on any matter in the event of an emergency; and

J. to delegate to the Superintendent and other legally appointed officers the operation of the schools, the management and administrative control of the school system, its properties and facilities, including, but not limited to innovative and experimental exploration in the field of education, and experimental and pilot investigation of new education programs.

Article 3 FEA powers and rights

I. Reserved powers

Nothing in this CBA shall preclude FEA from pursuing any legal remedies regarding the composition of the bargaining unit. FEA is the sole determiner of its dues and its dues/service fee structure.

II. Right to collection of dues by the District from FEA members

FEA shall submit to the District in writing the full name of employees who have either newly authorized dues deductions or revoked their dues deduction authorization. When providing the above information, FEA will provide it to the District's Human Resources Director. The District shall deduct, in accordance with the FEA dues schedule, dues from the wages of all employees who are members of FEA. The District shall not be obligated to put into effect any new or changed deductions/revocations until the following month's pay period after such submission. based on the information provided by FEA. FEA shall have the sole and exclusive right to receive the payroll deduction for

regular membership dues.

Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the bargaining unit employee each month for ten months. Deductions for bargaining unit employees who become members of FEA sign such authorization after the commencement of the school year shall be appropriately prorated to complete full payment by the end of the school year.

FEA shall not be required to submit to the District a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the District may request that the written authorization be provided to it.

III. Provision of Information

FEA agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this Article.

IV. Hold Harmless and Indemnification.

FEA shall indemnify, defend and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of or in connection with this Article of the Agreement, including, but not limited to, the District's dues deductions made in reliance on the Union's certified list provided to the District pursuant to this Article.

No bargaining unit employee shall commence, maintain, or prosecute any action, or otherwise assert any claim whatsoever against the District, its Board of Trustees, its officers, employees, or agents, individually or collectively, in their official or individual capacities, for damages or loss of any kind, nature, or amount whatsoever, based on, arising out of, or in connection with the provisions contained herein.

V. Forwarding of collected fees and dues

The District agrees to remit promptly to FEA all monies collected in accordance with this Article accompanied by an alphabetical list of bargaining unit employees for whom such deductions have been made, categorizing them as to membership or non- membership in FEA, and indicating any changes in personnel from the list previously furnished.

VI. Grievance-Arbitration Provisions

Sections I through V of this Article is not subject to the grievance-arbitration provisions of the Agreement.

VII. Determination of courses offered

FEA may consult on the determination of the contents of courses and curriculum for the regular school term, with final determination of what courses are offered at each school to be made by the District.

VIII. Accommodations

FEA agrees to furnish any information needed by the District to fulfill the provisions of this Article. FEA shall indemnify and hold harmless the District against any and all loss because of civil or other action resulting from administration and implementation of this Article. Should the District choose to employ its own counsel in addition to that provided by FEA, such counsel shall be at the District's expense.

Article 4 The Bargaining Unit Employee rights

I. Academic freedom

Academic freedom shall be guaranteed to the bargaining unit employees with teaching assignments in the study, investigation, presentation, and interpretation of any facts and/or ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, and the laws of the State of California.

II. Personal freedom

The District is not concerned with the private life of any the bargaining unit employee, unless it prevents the bargaining unit employee from performing assigned duties. With respect to the bargaining unit employee's professional employment, the bargaining unit employee is entitled to full constitutional rights of citizenship, and the bargaining unit employee's religious or political activities are not grounds for discipline or discrimination as long as the bargaining unit employee does not violate any local, state, or federal law.

III. FEA representation

The District recognizes FEA's legal right to have a representative present at the request of the bargaining unit employee in certain circumstances including those specified in this CBA. FEA agrees that it will attempt to accommodate individual bargaining unit employee requests for representation in an expeditious manner. If it is determined that a delay must be requested, such delay shall not exceed twenty-four hours or one full duty day. In addition, the District shall not be required to grant any additional release time pursuant to this section.

IV. Intellectual property

A. Copyrights

The District asserts no claim to works of authorship not directly connected to the bargaining unit employee's employment by the District. Moreover, copyright in any work of authorship in any medium created by the bargaining unit employee during the course of their ordinary duties while employed by the District shall be presumed to belong to the bargaining unit employee, except as specifically set forth in this section. In particular, copyright in any classroom and curriculum materials authored by a teacher shall remain the property of the teacher. In the event that a specific assignment is given to a

the bargaining unit employee or group of the bargaining unit employees for the development of copyrightable materials, where such assignment is under the direct supervision and control of a District administrator, and where the District provides specific funding or resources to support work on that assignment (such as direct funding, access to facilities, materials, or release time from ordinary duties), the District may assert authorship and copyright ownership as a "work for hire" under federal copyright law, provided that before work on such assignment begins the District first obtains a written acknowledgment from the bargaining unit employees involved that the District intends to claim such authorship. Nothing in this section shall obligate a bargaining unit employee to accept such specific assignment.

B. Patents

The District and FEA both hereby acknowledge that bargaining unit employees are not hired for purposes of conducting research and development toward patentable inventions in the course of their ordinary duties. Accordingly, no general obligation to assign patent rights arising from performance of those duties shall be asserted by the District, and in particular, no bargaining unit employee shall be obligated to assign any invention that qualifies fully under Labor Code §§
2870 - 2872. In the event that a potentially patentable invention is made by a bargaining unit employee or employees in the course of work on a specific assignment, outside the ordinary duties of the bargaining unit employee, while under the direct supervision and control of a District administrator, and where the District provides specific funding or resources to support work on that assignment (such as direct funding, access to facilities, materials, or release time from ordinary duties), the District may in its discretion require assignment to it by the inventor(s) of all right, title, and interest in such invention. If after timely disclosure to the District by the inventor(s) of an invention so made, the District elects not to require assignment; it will expeditiously inform the inventor(s) who may apply for patent rights for their own benefit and at their own expense. Nothing in this section shall obligate a bargaining unit employee to accept such specific assignment.

V. Student grade changes

No student's grade shall be changed without the prior approval of the bargaining unit employee who issued the grade unless:

A. The grade is the result of clerical or mechanical mistake, fraud, bad faith, or incompetence. The bargaining unit employee who determined such grade shall, to the extent practicable, be given an opportunity to state orally, in writing, or both, the reasons for which such grade was given and shall be, to the extent practicable, included in all discussions relating to the changing of such grade. A copy of all grade changes shall be returned to the bargaining unit employee who initially issued the grade.

-OR-

B. The District determines that a grade given by a former employee is due to clerical or mechanical mistake, fraud, bad faith, or incompetence. The District may change such grade without regard to Section V.A. above.

VI. Recording devices

No mechanical or electronic device will be used in any classroom to listen to, view, photograph, film, televise, video, or otherwise record or transmit the proceedings in the class without the knowledge and consent of the bargaining unit employee involved, nor shall the District authorize the use of such device. The parties recognize and agree that electronic recording devices may be required and used in order to assist hearing-impaired students or students with perceptual and/or physical disabilities and that the audio security system may be tested at any time. In such cases, the regularly assigned bargaining unit employee involved shall be informed of such uses prior to the implementation of the use of the device as is reasonable and practicable. Such devices shall not be used in the evaluation procedures set forth in this CBA.

VII. Classroom para-educators and volunteer assistants

The District shall not assign a para-educator or volunteer assistant to any classroom without first consulting with the affected bargaining unit employee. Any such assignment shall be in accordance with the following provisions:

A. Within the constraints of the job description of the para-educator or volunteer assistant, the classroom duties to be performed by any para-educator or volunteer assistant shall be developed in conjunction with the bargaining unit employee, the para- educator or volunteer assistant, and Principal/designee.

B. The District shall supply available background data (such as interests, talents, and education) of a para-educator or volunteer assistant to the bargaining unit employee responsible for the classroom.

C. A bargaining unit employee shall be entitled to request the removal of a para- educator or volunteer assistant from that member's classroom if such bargaining unit employee alleges that the para-educator or volunteer assistant is interfering with the bargaining unit employee's performance or is not performing services satisfactorily. The District recognizes an obligation to respond to such a request within reasonable and legal time requirements.

VIII. Parental classroom visits

Parental requests to visit a specific class taught by a bargaining unit employee shall only be granted according to the following provisions:

A. A parent requesting to visit a specific class shall initially report to the Principal or designee prior to visiting the class. At that time, the Principal or designee shall ascertain the purpose of the parent's visit.

B. The Principal or designee shall notify the teacher of the parent's request and the purpose of the visit.

C. Prior to any visit, the parent shall be required to sign a register upon which they shall record the name of the teacher to be visited. Such register shall also include
a citation from Education Code §§ 44811concerning the parent's duty not to disrupt classes.

D. The Principal or designee in consultation with the bargaining unit employee shall schedule the visit so as to minimize the disruption of classroom activities, consistent with the parent's schedule.

E. Consistent with this Article, appropriate rules and regulations for parent visits may be developed by the Principal, and if so developed, shall be available to bargaining unit employees.

F. The procedures described in this section shall not apply to school visits by groups authorized by the Principal (such as accreditation observers, representatives of foreign educational institutions, and the like) conducting general visits not directed at a specific bargaining unit employee's classes, except that the Principal/designee shall attempt to notify the appropriate bargaining unit employees in advance of such group visits.

IX. Personnel files

A. The District Human Resources office shall establish and maintain file(s) for each bargaining unit employee. The file(s) shall be the official district repository for material in the following categories:

1. Materials associated with initial employment, such as applications, transcripts, and/or placement file(s).

2. Materials necessary for and resulting from a bargaining unit employee's employment in the District, such as credentials and payroll, assignment, promotion, transfer, performance evaluation, commendations, and recommendations.

3. Transcripts of training and letters of verification of previous employment shall be made available by each bargaining unit employee for the Human Resources files as soon as possible after employment. Further, it is the responsibility of the bargaining unit employee to keep their file up to date as far as credits for further training after employment in the District are concerned. The District shall take such precautions as necessary to provide for the physical security of these records.

B. Each bargaining unit employee shall possess the following rights with reference to their official personnel file established and maintained in the Human Resources Department at the District Office and any work site file at the local campus:

1. The District shall observe and enforce strict confidentiality of the personnel file(s), whether kept at the District Office or at the work site campus. Access to and use of the contents of the file(s) shall be limited exclusively to those persons with a legitimate administrative need for such data. This obligation of confidentiality shall survive termination of employment and continue for as long as the file is maintained. The District will ensure secure destruction for any file(s) of former bargaining unit employees that it chooses to discard.

2. Each bargaining unit employee has the right to have the file contents disclosed to them, excepting only ineligible contents. Ineligible contents are only those materials received in confidence by the District from outside sources prior to hiring of the bargaining unit employee (which may include, for example, any confidential letters of reference), and those confidential materials generated by the District in the pre-employment interviewing and screening process (such as notes made by District interviewers regarding candidates). Examination of the files shall take place in the presence of an administrator at a time that does not interfere with the bargaining unit employee's assigned duties. The bargaining unit employee has the right to have copies of the examined contents made available to them. A reasonable fee may be charged for more than one copy of materials provided. A bargaining unit employee shall have the right to authorize in writing a representative to examine the bargaining unit employee's file(s) in the Human Resources office at the District Office and the work site file and to obtain copies to the same extent that the bargaining unit employee could do so in person. The bargaining unit employee will hold the District blameless in the case of misrepresentation as to such written authorization.

3. After hiring, information of a derogatory nature shall not be entered or filed, unless or until the bargaining unit employee is given notice and an opportunity to review and comment thereon. A bargaining unit employee shall have the right to enter and have attached to any such derogatory statement their own comments thereon. Such review shall take place during normal business hours, and the bargaining unit employee shall be released from duty for this purpose without salary reduction.

X. Student suspension

Pursuant to Education Code § 48910, a bargaining unit employee may suspend any pupil from their class for any of the acts enumerated in § 48900 for the day of the suspension and the day following. The bargaining unit employee shall immediately report the suspension to the Principal and send the pupil to the Principal/designee for appropriate action. As soon as possible, the bargaining unit employee shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the bargaining unit employee or parent/guardian so requests. The pupil shall not be returned to the class

from which he/she was suspended during the period of the suspension without the concurrence of the member and the Principal.

XI. Response to complaints

Bargaining unit employees are entitled to confront any complainant for any matter that may have an adverse effect on evaluation, as set forth more fully in Article 13 section XV below.

Article 5 Bargaining Unit Employee duties

I. Length of school year

The school year for all bargaining unit employees, except for Lead Resource Specialists, New Teacher Mentors, and School Counselors, shall be one hundred eighty-five (185) duty days, including one hundred eighty teaching days. Lunch will be provided for bargaining unit employees on at least one day during the opening four days, and bargaining unit employees will be assured of at least fifteen (15) hours of duty time within that same week reserved solely for individual classroom preparation, completely free of encroachment by any form of meeting obligation from any district, site, department, professional learning community, or other school entity source. In addition, at least three hours of collaboration time that members shall use for course-alike/PLC collaboration shall be provided over the course of these first four days.

A. Should an emergency condition arise which would reduce the number of teaching days to fewer than one hundred eighty or reduce the number of minutes below the minimum required by the State, bargaining unit employees shall make up the teaching day(s) and/or teaching time missed at no additional cost to the District. The scheduling of such additional day(s) or time shall be agreed to by FEA and the District.

II. Length of day

The duty day for all bargaining unit employees for all schedules shall not exceed a continuous four hundred fifty minutes period of time, or the equivalent when averaged over ten school days. This period of time shall be scheduled by the administration between 7 a.m. and 5 p.m. Classroom teachers are expected to be present during all instructional periods, unless other arrangements have been made as set forth below. The duty day shall include a duty-free lunch of no fewer than forty minutes and a duty-free brunch of no fewer than fifteen minutes unless modified by agreement between the Principal and the site representative.

A. Individual requests for permission to arrive late or leave early may be granted by the Principal/designee with agreement on the scheduling of makeup time.

B. The Principal/designee may release a bargaining unit employee to attend a conference, meeting, or other such activity. Bargaining unit employees may not be required, but may volunteer when requested, to cover assignments of bargaining unit employees who have been released to attend such activities. Such voluntary coverage shall be compensated for in accordance with appropriate provisions of Article 15 and section V below.

C. Individual bargaining unit employees and the Principal/designee may agree to modify the established daily duty schedule of the bargaining unit employee. The Principal/designee shall notify FEA of each such agreement and its terms.

III. Full-time status

The following provisions shall be used to determine whether a duty assignment constitutes full- time service.

A. Bargaining unit employees in general education programs

1. Conventional schedule
   Full-time teachers shall teach five periods per day or five periods per day when averaged over a school year. Regardless of the class schedule in use at a site, a full-time commitment shall not exceed two hundred fifty-five minutes of class time per day or two hundred fifty-five minutes per day averaged over a school year.

2. Six - Four option
   Bargaining unit employees may volunteer to teach six periods during the fall semester without additional compensation and teach four periods during the spring semester without any loss in compensation. Such arrangements must be agreed between the bargaining unit employee and the local site administration. For those bargaining unit employees who work under this option, the practices of Article 10 regarding scheduling, duties, and obligations of part-time teachers shall apply during the spring semester. Should the bargaining unit employee and the administration agree that the bargaining unit employee should teach an additional class in the spring semester, that is, teach five instead of four, the bargaining unit employee shall receive additional compensation at the rate of 1/5 per diem of the bargaining unit employee's rate.

B. Bargaining unit employees in Special Education programs

1. Specialized Academic Instruction

   a. Special Day Class subject matter teacher
      Full time status shall be deemed to be a teaching load of five classes of Specialized Academic Instruction (SAI), assessments for triennials, writing, scheduling and facilitating annual, triennial and amendment IEPs with a special education student case management load not to exceed 16 students.

      A teaching load of four classes of Specialized Academic Instruction, assessments for initials and triennials, writing, scheduling, and facilitating initial, triennial, annual and

amendment IEPs with a special education student case management not to exceed 28 students.

For sites/programs with an IEP Teacher Specialist:

a. A teaching load of five classes of Specialized Academic Instruction, facilitating annual/triennial IEPs, and writing, scheduling and facilitating amendment IEPs with a special education student case management load not to exceed 18 - 20 students.

b. A teaching load of four classes of Specialized Academic Instruction, facilitating initial, annual, triennial IEPs, and writing, scheduling and facilitating amendment IEPs with a special education student case management load not to exceed 28 students.

c. Variations
Any variation from the standards described in sections 1a through 1d above may be permitted only after consultation with and the agreement of FEA. To assist in determining the proper FTE equivalent, the following guidelines are provided for consistency:

- Teach 4 classes with case load 22 - 28, 1.0 FTE
- Teach 5 classes with case load under 17, 1.0 FTE
- Teach 4 classes with case load under 17, 0.8 FTE
- Teach 3 classes with case load 17 - 21, 0.8 FTE
- Teach 3 classes with case load under 17, 0.6 FTE

2. Full time status in the Voyager, Therapeutic Elective, and Academic Communication programs shall be deemed to be a teaching load of four classes, with a special education case management load not to exceed 17. These positions also include assessment for triennials, writing, scheduling, and facilitating annual, triennial, and amendment IEPs.

3. Full time status in Independent Study and Educational Options Resource programs shall include a special education student caseload not to exceed 16 if teaching five sections of Specialized Academic Instruction and 28 if teaching four sections of Specialized Academic Instruction. These positions include assessment for initials, triennials, writing, schedule, and facilitating initial, annual, triennial, and amendment IEPs.

4. Full time status for teachers in Academic Community Transition (ACT) shall include a teaching load of five classes, with a special education student caseload not to exceed 14. These positions include assessment for triennials, writing, scheduling, facilitating initial, annual, triennial, and amendment IEPs. Teachers are also responsible for coordination of related service providers and community based instruction activities. Extended school year duties that are required for ACT programs by law will be paid at the FEA member's per diem rate based on salary schedule placement.

a. Variations
Any variation from the standards described in sections 1a. and 1b. above may be permitted only after consultation with and the agreement of FEA. To assist in determining the proper FTE equivalent, the following guidelines are provided for consistency:

- Teach 4 classes with case load 17 or more, 1.0 FTE
- Teach 5 classes with case load under 17, 1.0 FTE
- Teach 4 classes with case load under 17, 0.8 FTE
- Teach 3 classes with case load 17 or more, 0.8 FTE
- Teach 3 classes with case load under 17, 0.6 FTE

5. Designated program teacher
Full time status in the Voyager and Academic Communication programs shall be deemed to be a teaching load of four classes, with a special education case management load not to exceed 17.

6. Independent study teacher
Full time status in independent study programs (such as Horizons) shall include a special education student case load not to exceed 16.

7. Post-secondary programs
Full time status for teachers in post-secondary programs shall include a special education student case load not to exceed 16. Extended school year duties that are required by law for these programs will be paid at the member's per diem rate based on salary schedule placement.

8. Lead Resource Specialist

a. Site-specific determination

A Lead Resource Specialist must be a full time unit member. However, in light of the wide variation in number of students served, nature of the population served, other conditions unique to a particular site, and a need for equity in duty assignments for all Lead Resource Specialists, variation from site to site is expected as to the number of classes taught and the number of periods provided for other duties. To address these variations, the District shall consult with FEA annually in the Spring regarding the needs anticipated at each site for the coming year for the lead position, and the number of classes to be taught and the number of periods for other duties assigned to each Lead Resource Specialist, with the aim of reaching agreement in time for the creation of site staffing plans and master schedules. Depending upon site characteristics, a typical expectation could be that a Lead Resource Specialist will teach two periods, and will devote three periods to other non-classroom special education duties, including one period for case management of up to 12 students. Variations could include, for example, teaching one therapeutic learning skills class with four periods provided for other duties. If the

needs at any site in any given year appear to require five or more periods for non- classroom teaching duties, appointment of two Lead Resource Specialists to share those duties while each continues to teach at least one class is preferred over an assignment to a sole unit member with no teaching component in the duty assignment. Below is an example of a typical LRS teaching load/release period assignment; however, consideration needs to be given to the needs of the students in classes taught, such as therapeutic elective, and programs and services available at each particular site. This example does not apply to the Voyager Therapeutic Learning Center.

Program Size	**LRS Teaching Periods* One LRS**	**LRS Release Periods One LRS**	**LRS Teaching Periods Two LRS**	**LRS Release Periods Two LRS**
Up to 69	3	2	N/A	N/A
70 - 139	2	3	N/A	N/A
140 - 200	1	4	3	2
201 - 260	1	4	2	3
261+	1	4	1	4

**Examples of teaching periods can include a site-based testing period for initial academic assessments, district literacy support, or other districtwide special projects as agreed upon by Special Services administration.*

b. Restriction on teaching a "sixth" class
Absent consultation and agreement with FEA, Lead Resource Specialists shall not undertake an additional teaching load in accordance with Article 15 IV D or another duty leading to more than 1.0 FTE status. No stipend is provided for service as a Lead Resource Specialist.

c. No supervisory or evaluation duty
While they are responsible for working with administration on the course schedule, teacher assignments and para educator placements, the Lead Resource Specialists shall not evaluate or supervise other bargaining unit employees.

d. Appointment by District
Lead Resource Specialists shall be appointed by and serve at the pleasure of the District, with no fixed term of service or term limits, but each position will be reviewed at least every three years. Review and selection shall follow the procedure set forth for Department Leads in Article 11 below. Positions shall be reviewed according to the following matrix:

School/Program	Posting Year
Cupertino	2028
Fremont	2029
Homestead	2029
Lynbrook	2027
Lynbrook Voyager	2029
Monta Vista	2027

9. IEP Specialist Teacher

    a. A member identified in the Special Education Department as the "IEP Specialist Teacher" will take primary responsibility for the coordination of IEP meeting scheduling, assessment, paperwork, and timeline compliance for students receiving special education services who are not in a specialized program (i.e., AC, TEC, ACT, Voyager). Release time for this position will be allocated based on the number of IEPs anticipated, including initial assessments.

2 period release	3 period release	4 period release	5 period release
29-48	49-68	69-88	89 - 99

    b. District IEP specialist teachers shall be appointed by and serve at the pleasure of the District, with no fixed term of service or term limits, but each position will be reviewed at least every three years. There shall be annual consultation with each site's Special Education Department and the District to determine whether the IEP Specialist Teacher will be offered at the site. This annual review will also ensure the position is section neutral at each site.

School/Program	Posting Year
Cupertino	2029
Fremont	2027
Homestead	2027
Lynbrook	2029
Monta Vista	2029

c. IEP Specialist Teacher duties include

- All IEP related duties (i.e., Annuals/Triennials/Initials IEP meetings, documentation, communication, etc.) for a maximum of 99 students, if not teaching one section, or a maximum of 88 students if teaching one section.

- Assist in IEP meetings by summarizing the meeting in IEP Notes, as the Case Manager facilitates the IEP meeting.

- Collaboration with general and special education teachers for annual/triennial goal development and updates.

- School site IEP compliance for students on caseload (responsible for coordinating and finalizing all IEPs). Follow up with the Special Education Secretary for IEP paperwork completion and any follow-up as necessary to complete the signature process before finalization.

- Scheduling and completing all academic assessments for initials and triennials.

- The IEP Teacher may lead the ADR process, as needed for complex cases.

10. Full Time Status, Speech & Language Pathologist

a. Full time status for Speech and Language Pathologists (SLPs) shall be determined by a caseload not to exceed a case count of 50 with a maximum of 60 students with IEPs on a 1.0 FTE caseload. Caseload counts will be calculated with a different between "direct services and "consultation only" services on student IEPs. Students with direct services count as 1 in the case count regardless of the amount of services offered on the IEP either as related or supplemental. Students who have "consultation only" speech services on the IEP identified as supplemental services and also consultation services as supplemental shall count as 1; they shall not be counted as 1.5. AAC services are counted separately as defined below in part b.

Illustrative example: A SLP with a 1.0 FTE could have 35 students receiving direct services (counts as 35) and have 20 students that are consultation only (counts as 10). This would equal a count of 45 and a total of 55 students served.

b. Students with "AAC Consultation" on the IEP identified as supplemental services count as .5 toward the caseload count. AAC consultation is a separate delivery from speech services and shall count separately towards the total SLP caseload without increasing SLP caseload beyond the 60 maximum as defined in section 1 above. AAC consultation includes the following services:

- Site level device maintenance, inventory, ordering, and backup files
- Device customization such as curriculum/vocabulary setup
- Student instruction for newly added vocabulary
- Staff and parent training sessions on the use of the device
- Attend IEP meetings, develop necessary documentation for reports and IEPs including goal updates as needed
- AAC evaluations

Illustrative example: A SLP with a 1.0FTE could have 35 students receiving direct services (counts as 35) and have 20 students that are consultation only (counts as 10). This would equal a count of 45 and a total of 55 students services. If 6 of those students require AAC consultation then the SLP has a caseload equivalent to 48 and a total of 55 students served.

i. The District will allocate .6 FTE of a SLP position toward district coordination and service delivery for students requiring AAC with the title of AAC Advisor. District AAC Advisor responsibilities include

- Equipment purchase, inventory, setup/maintenance and communication with FUHSD technology staff for necessary upgrades to equipment or software
- Interface with device management software to support security and upgrades to devices across the district
- Addresses district needs for new and developing technology, capacity building, and resource distribution as needed
- Support students enrolled in Nonpublic schools, including AAC evaluation as needed

c. Annually, District SLPs will be assigned a school site(s) for service delivery based on student IEP needs and in collaboration with the SLP Team and FEA consultation. Every effort will be made to give school assignments by the last day of school in June for the subsequent school year.

11. Caseload Overage(s)

Caseload is determined in August at the start of the school year. It is understood by both FEA and the District that caseload may fluctuate throughout the year based on eligibility considerations and new enrollments/transfers. Each school's LRS shall monitor the assignment of students to a caseload. As

students are added, the caseload shall be distributed to equalize numbers across the department. If student enrollment changes impact caseload distribution across a school's department that leaves no availability for any teacher within the contracted numbers above, a teacher shall be compensated for being "over caseload" beginning on the day that increase is assigned. This additional pay is immediately approved when a teacher is over the maximum caseload.

Teachers who are "over caseload" will be identified by the LRS to district administration for review and approval. Once approved, that teacher's caseload will be tracked throughout the school year and be given a one-time payment in June for each month counted "over caseload." If an opening is created on another teacher's caseload during the year, the teacher who is "over caseload" shall be consulted to determine if they want to continue support or move the student to another caseload. For continuity of support, it is understood that a teacher could voluntarily remain "over caseload" for multiple months in the school year.

a. 1-2 students over caseload is equivalent to one hour of additional time per month.

b. 3-4 students over caseload is equivalent to two hours of additional time per month.

c. 5-6 students over caseload is equivalent to three hours of additional time per month.

The District shall track payment for "over caseload" during the time period. Additional pay ends when the caseload overage ends. Case managers shall not be required to submit timesheets for this additional workload.

If a teacher is "over caseload" at a school site that does not have an IEP Specialist Teacher, the teacher can submit a timesheet if they are required to hold the annual or triennial IEP in the time period that they are "over caseload" for the student(s) that created the increase in caseload.

IV. Learning Management System

Due to the increased need for students and their families/guardians to have streamlined online access to District course materials and academic progress indicators, all bargaining unit employees shall use the District-provided Learning Management System (LMS) to post a syllabus for each course taught, grades, and maintain a gradebook consisting of the assignments that contribute to the grades Should a bargaining unit employee believe they have a valid reason for *not* using the District-provided LMS, they may raise their concern to their site Principal prior to the start of the student school year calendar. The Principal shall have the sole discretion in determining whether the member's concerns warrant excusal/deferment from the basic minimum LMS requirements.

V. Advisories

Bargaining unit employees who are full-time teachers shall have (3) three (35 minutes on Wednesday and Friday; 25 minutes on Mondays) tutorial periods per week for

student centered educational support activities. Bargaining unit employees are expected to use Tutorial time for student support tasks such as those set forth below unless otherwise agreed by the bargaining unit employee and Principal/designee.

Examples of Student-Centered Support Activities

- Optional student lessons review and/or supplementation.
- Revision and redemption opportunities
- Student technology support
- Stress management/social emotional activities

A. The district shall limit the use of advisory to no more than 8 events where the FEA bargaining unit employee is expected to deliver an activity designed to promote social emotional learning/wellness of our students (as opposed to core subject matter). These Advisories shall not take place in the month of December nor May. Advisory may not take place more than once a month.

    a. There are times in which closed tutorial is used to administer a survey, do Code Red/Run, Hide, Defend activities, administer zero tolerance policy rules to students etc. These activities shall not be counted against the max number of 8. However, an FEA representative shall be consulted prior to engaging such a provision.

    b. If a closed tutorial system is designed where more frequent interaction with students is purported to be more effective as opposed to the "no more than 8" rule, a mutually agreed-upon balloting process between FEA and the Site Administration shall be used to determine whether the "no more than 8" shall be waived.

B. It is recognized that some of the topics surrounding social emotional learning and equity can be unfamiliar and challenging for staff to teach. Instructional support shall be provided in order to boost the competency and comfort level of teachers who desire such assistance. Note: this is ***not*** intended to be an opt out clause. Just because race issues, gender issues, sexuality issues are not necessarily comfortable issues for many of us to raise, that does not make it okay to refuse to engage in them in perpetuity.

C. As a default, students in the above-referenced tutorial sessions shall be connected to one of the other classes that the teacher already teaches. However, should the majority of unit members agree that a different arrangement makes more sense than the will of the majority shall honored. As with Parameter 1, such different arrangement votes shall be subject to FEA consultation and approval of form and process.

Illustrative example: A school site may feel that it is better for all staff as well as more effective for students to have a different environment than one of their

regular classroom environments. So a school site may propose that all bargaining unit employees, even those who have a prep period just prior to the closed tutorial, or bargaining unit employees not in teaching assignments, should be part of this schoolwide endeavor designed to benefit students. Should a majority of bargaining unit employees agree with that permutation, then that will be allowed.

D. The use of these closed tutorials are not designed to create an additional subject matter class for any bargaining unit employee.

Illustrative Example: Suppose there are 15 or 20 students who need to retake Algebra 2 in order to become college eligible. The closed tutorial shall not be used to involuntarily assign a teacher this additional group of students to support their work on ALEKS (computer based math course).

VI. ERAP preparation periods

Bargaining unit employees who are full-time teachers shall have ten units per week (a 45-minute period is equal to one unit or a 90-minute block period as equal to two units) or the equivalent set aside exclusively for Educationally Related Activity Periods (ERAP). Bargaining unit employees are expected to use ERAP time for professional tasks such as those set forth below unless otherwise agreed by the bargaining unit employee and Principal/designee. ERAPs need not be equal in length; however, they shall last the entire time for the scheduled period. Non-teaching bargaining unit employees shall not receive an ERAP. Special schedules, such as state testing schedules, may temporarily shorten the length of ERAPs with FEA consultation.

A. Examples of Educationally Related Activities

- Preparing instructional lessons and assessment
- Grading assignments/tests
- Assisting colleagues who request help
- Developing/monitoring curriculum - team planning
- Meeting with student leaders/activities on an ad hoc basis
- Tutoring on an ad hoc basis
- Advising students on an ad hoc basis
- Holding conferences with parents and students
- Making contacts/conferences with parents
- Working on agreed special projects
- Performing departmental duties
- Completing credential requirements/ professional objectives
- Completing paperwork such as letters of recommendation and referrals
- Academic and Athletic Coaching

VII. Using ERAP for substitute coverage

A. Day to Day Coverage: Bargaining unit employees may be required to provide substitute coverage during their ERAP time in emergency situations. Compensation for such emergencies is the nearest tenth of an hour. Bargaining unit employees shall not be

required to provide coverage during their ERAP time for non-emergency situations (for example, statewide testing and/or co- curricular activities) but may volunteer for such duty at the same compensation as for emergency coverage. When requested by the administration, a bargaining unit employee may agree to use ERAP time to cover a study hall/tutorial, mentor students, or other activities, at the same compensation rate. Bargaining unit employees with a non-classroom assignment may substitute in an equivalent manner as those with a teaching assignment of the same FTE: For 1.0 FTE, no more than 2 block periods in a two days span or no more than 2 45-minute periods in a single day.

B. Long Term Coverage: Bargaining Unit Employees in Long-Term Substitute positions shall be granted an additional 0.2 Full Time Equivalent (FTE) status once they qualify for such designation. The District will compensate such bargaining unit employees by paying them an additional 0.2 FTE units based on their placement on the salary schedule. Compensation shall be accrued per diem and shall be paid retroactively to the first duty day on which the additional section or equivalent work was assigned to the bargaining unit employee. Any compensation already paid to the bargaining unit employee as a Medium-Term Substitute will be deducted from the retroactive pay referenced in this section.

C. Medium Term Coverage: A bargaining unit employee using an ERAP period to plan lessons for, teach, and assess students in a section additional to their original assignment or additional coverage for School Counselors for a period of 3 to 15 consecutive duty days shall be considered a "Medium-Term Substitute" for that section.

Bargaining Unit Employees in Medium-Term Substitute positions shall be compensated at the current hourly rate-for hours actually spent teaching students or counseling students in coordination with their supervisor. Bargaining unit employees shall not be eligible to elect to receive compensatory time in lieu of hourly payment. Medium-Term Substitutes shall also be entitled to additional compensation of no more than three-fifths of an hour per duty day at the current hourly rate for planning lessons and assessing student work. It is the Medium- Term Substitute's responsibility to claim the up to additional three-fifths of an hour on a timesheet. Timesheets for Medium-Term Substitute hourly work must be submitted within 30 calendar days of the completion of the medium-term substitute assignment. Failure to timely submit the timesheet shall constitute forfeiture of this additional three-fifths per hour lesson planning and assessment pay.

D. Option to receive compensatory time in lieu of payment: Subject to the provisions of Article 7 regarding Category P-3 personal necessity leave and subsection (3) below, a bargaining unit employee may elect to receive compensatory time for coverage day-to day during ERAP time as described in section A above. However, at the beginning of each academic year, each bargaining unit employee must elect whether to receive hourly pay or compensatory time as their preferred method of compensation for class coverage, and that choice will be binding for the full academic year.

1. Compensatory time shall be accrued on a one-year basis. Bargaining unit employees may elect to utilize compensatory time off from duty during the semester; however, a full day of accrued compensatory time will not be granted for use on Fridays without prior approval of the Principal.

2. Bargaining unit employees will receive one (1) credit for each single block period assignment (45 minutes),and two (2) credits for each double block period assignment (90 minutes or more), with five (5) credits necessary for a full duty day off. Accrued compensatory time that has not been used within the school year shall be paid at the end of each school year at the current hourly pay rate specified in Article 15 of the CBA applied to the nearest hundredth of an hour. For any accrued compensatory time being paid out at the current hourly pay, the bargaining unit employee will receive 0.75 hours of pay for a single block period and 1.5 hours of pay for a double block period at the specified hourly rate.

   Illustrative example: A bargaining unit employee earns 13 credits of compensatory time during the year. In late May, the member uses 10 of those credits for two personal necessity days. At the end of the school year, the bargaining unit employee would be paid out the remaining 3 credits equal to two hours and fifteen minutes at the current hourly pay.

3. From time to time, third parties may offer to reimburse substitute costs to allow bargaining unit employees to be away from the classroom to participate in sponsored activities. Examples of such third parties include corporate sponsors of technology seminars and student groups requesting a teacher to travel to an off-campus event. Notwithstanding the annual choice described above, any bargaining unit employee covering such an absence must promptly request hourly pay for that substitute service, and may not accrue compensatory time, so that a timely request for reimbursement from the third party may be made by the District.

VIII. Adjustment to duty day for late classes and night school

A. The District has expressed an interest in offering classes outside the normal school day to enhance program offerings. For example, an Advanced Placement course not ordinarily offered at any campus during the normal school day could enable the District to proceed with such offerings, FEA agrees that the duty day of section II for a bargaining unit employee teaching such a class may be adjusted, provided that:

   1. A bargaining unit employee will not be assigned to such a class without his or her express agreement.

   2. The late day class will be counted as a full class in computing the bargaining unit employee's status as full- or part-time.

   3. The bargaining unit employee will be expected to serve 450 minutes per day when averaged over 10 days, but the limitation that those minutes be continuous and be scheduled between 7:00 a.m. and 5:00 p.m. shall not apply.

4. Since students from multiple sites may attend, the bargaining unit employee will be expected to provide a total of one hour per week at the class site, either immediately before or immediately after the late day class, for meeting with students, and that time will count toward the 450 minutes per day requirement.

5. No bargaining unit employee shall become eligible for a travel stipend on the basis of teaching such a class; that is, a bargaining unit employee shall be eligible for a travel stipend only if necessitated by teaching at multiple sites within the regular school day.

B. 8th Block

Teachers may accept an 8th block assignment for one to three quarters of the 8th block calendar as part of their normal academic year duties, with the following options for FTE and hours served.

1. Full time with shifted day. One section may be taught for all three quarters of 8th block to satisfy 0.2 FTE (that is, teaching four sections during the normal school day as 0.8 FTE and 8th block as 0.2 FTE, together to be deemed 1.0 FTE service). For such shifted day work, a late arrival may negotiated with the daytime school Principal, subject to collaboration requirements.

2. Full time day service with additional 8th block service. An additional 0.06 FTE will be credited for one quarter of teaching one section of 8th block, 0.12 FTE for two quarters of 8th block and 0.2 FTE for teaching all three quarters, totaling 1.06, 1.12, and 1.2 FTE respectively. No shifting of the work day applies.

3. Department Leads are eligible for service under option (2) above but may not serve a shifted day as in (1) above, to ensure availability for department business during the regular school day.

IX. Meeting Attendance

A. Bargaining unit employees shall be required to attend up to eight staff meetings per year (either after school or during ERAPs), that shall not exceed 45 minutes in duration.

1. No more than four of the eight staff meetings shall extend beyond the workday

2. No more than four of the eight staff meetings shall be used during ERAPs

3. No more than four of the eight staff meetings shall be used during Collaboration periods

B. Site Administration has the right to cancel and reschedule staff meetings

C. Site Administration shall have the option to replace up to four of the after school/ERAP meetings with meetings during collaboration periods as outlined in part A above. Site Administration shall have the right to choose which collaboration periods are used for such replacement meetings, with exception of the Department Meetings outlined in Section F below.

D. Site Administration can choose to offer a choice of a before-school meeting in addition to an after-school meeting. In such instances, members will have a choice of which one to attend, but attendance at one is mandatory.

E. Site Administration has to right to call emergency staff meetings. Examples of when Site Administration may call an emergency staff meeting include, but are not limited to, a death of a staff member, a code red event that occurred, an arrest, a natural disaster follow-up, in response to a public health emergency, etc. Such emergency meetings shall not count in lieu of the other staff meetings set forth in this Section. FEA president can do an ex post facto consult if they feel the emergency meeting did not merit the term "emergency" in order to achieve further clarity for future uses of this Section.

F. Department Meetings initiated by bargaining unit employees in the department: Each school site shall establish a calendar for collaboration periods that reserves no fewer than six collaboration periods per school year for bargaining unit employees to meet as departments, with no fewer than one collaboration period per grading period. The agenda for these meetings shall be set according to the needs of the department members, for such collaboration purposes as they deem beneficial for the department. On a site-by-site, department-by-department, and meeting-by-meeting basis, the bargaining unit employees may choose to use all, some, or none of the calendared collaboration periods for department meetings and/or follow the agenda items. Any unused time during a department meeting shall be applied to PLC work, WASC efforts, staff development, or such other tasks as the site administration may select. Bargaining unit employee attendance is mandatory at all department meetings. When a department chooses to use reserved time for a department meeting, timely notice of the choice and an identification of the nature of the work to be addressed shall be provided to the Principal.

G. Bargaining unit employees who are unable to attend the staff meetings shall be expected to attend a make-up meeting. Such make-up meetings shall be arranged by each site's principal or designee.

H. Department meetings called by Administration
Site administration may call department meetings during collaboration periods to conduct business or consider matters of administration's choosing, without limitation as to frequency. Bargaining unit employee attendance shall be mandatory.

X. Multi-school assignments

A. General

Teachers may be assigned to no more than two schools in the District during the regular school year. Teaching assignments which place bargaining unit employees at two schools during the duty day shall be made in accordance with the procedures of Article 8 (Transfer) of this CBA. Schedules of bargaining unit employees who are assigned to more than one school shall be arranged so that no such bargaining unit employee shall be required to make more than a one-way trip each day between the schools. See Article 28 for the Split Site Teacher Appendix.

B. Transportation

Bargaining unit employees may be required to provide their own transportation in the performance of their employment-connected and employment-related duties. Bargaining unit employees providing such transportation shall be reimbursed at the mileage rate specified in Article 15 of this CBA. Bargaining unit employees on a multi-school assignment shall receive a travel stipend to compensate for daily traveling between the schools of assignment, as set forth in Article 15, as their only compensation for both travel expense and inconvenience, and shall not receive separate mileage rate compensation. Bargaining unit employees whose assignment is inherently multi-site (as in a District-wide position, such as a Curriculum Lead and New Mentor Teacher) may not claim that travel stipend but shall receive an annual stipend of $900 to defray any and all travel expenses.

XI. Non-paid additional duties

A. Co-curricular activity supervision

Duties are expected of bargaining unit employees for the purposes of providing interaction between bargaining unit employees and students outside of the classroom/professional setting, and to ensure adequate presence of sufficient staff members for supervision of student activities. Each full-time bargaining unit employee in any teaching or non-teaching position assigned to a single school shall be assigned up to four non-paid co- curricular duties per year by the Principal or designee. Full-time released New Teacher Mentors may be excused from such duty, but no other exemptions shall be granted. In particular, service as a coach, Athletic Director, Department Lead, or in any position carrying a stipend shall not satisfy, in whole or in part, this obligation. A bargaining unit employee with a multi-school assignment shall perform four non-paid co-curricular duties at the school where the majority of their work day is assigned unless another location is agreed with the District. (See Article 28 split site teacher appendix.)

1. Qualifying duties

Guidelines for duties that satisfy the requirements of this section are as follows. Each qualifying duty shall be at a student activity and contribute to supervision of students, shall be available for sign-up by every bargaining unit employee at the site with no pre-designated or reserved positions, shall take place outside the regular school day (excepting club advisor or class advisor supervision work as set forth below), and shall be uncompensated

by any stipend. No bargaining unit employee shall be deemed to have satisfied his or her duties in whole or in part through supervision of activities that form a part of the classwork for students in his or her own classes. The District agrees to work with FEA to ensure that equity across sites is maintained in the selection of duties to be performed. Furthermore, the parties agree that the intent of this section is to ensure that adequate supervision coverage of student activities is provided, not to make work for bargaining unit employees, and that additional duties will not be created merely to absorb the available supply of labor available under this section.

2. Assignment procedure
   To ensure equity in assignments, the annual co-curricular supervision duty schedule shall be posted and distributed. Within the first three duty days of the teacher school year, each bargaining unit employee may select two duty assignments. By the end of the fourth duty day of the teacher school year, each bargaining unit employee may select two additional assignments. After the end of the fourth duty day, each bargaining unit employee may select remaining uncovered assignments. Co-curricular assignments, that remain uncovered following the fourth duty day, will be assigned by the Principal's activities designee as follows:

   a. Assignments will be made to those who did not sign up for four assignments, beginning with bargaining unit employees who signed up for the fewest duties.

   b. The opportunity will be offered for bargaining unit employees to volunteer for additional assignments.

3. Consultation with FEA
   To ensure equity and uniform application of these provisions, the Principal/designee shall consult with a bargaining unit employee appointed by FEA prior to each semester regarding the scheduling of all bargaining unit employees' assignments to co-curricular supervision.

4. Events on vacation days or holidays
   Assignments to such duties on legal holidays, vacation days, Thanksgiving weekend, and Sundays shall be on a voluntary basis. All other assignments, which occur in the evening, during the week, and on Saturdays (if not tied to a vacation week or Thanksgiving weekend or an extended weekend), shall be made on an equitable basis at each school.

5. Club and class advisors
   Bargaining unit employees who serve as advisors of one or more ASB sanctioned clubs will be credited with a total of two assignments for all such service, regardless of the number of clubs advised. Class advisors, up to two per class, shall be deemed to have fulfilled their duties by virtue of completing the co-curricular tasks associated with that position.

B. Testing, planning, and the like

Any work required by the District in regard to development, implementation or assessment of school plans, or district wide student testing and program evaluation shall be done during the regular duty day. Any additional work of this nature required shall be subject to extra duty pay at the hourly rate set in Article 15.

C. Back to school night and commencement exercises

Bargaining unit employees with single site teaching assignments shall, as part of their regularly assigned duties without additional compensation, participate in one (if scheduled) back-to- school night per year and one graduation exercise per year. The expectation-if scheduling permits-is that split site teachers shall attend both back to school nights to the extent possible. The teacher will be given hourly pay for the second back to school night. (See Article 28 split site teacher appendix.)

XII. Paid co-curricular duties

A. Policy

The District and FEA agree that it is in their mutual best interest as well as in the best interest of the students and the community to support an extensive co-curricular program. As evidence of this support, FEA pledges itself to take a positive role in encouraging bargaining unit employees to accept paid co-curricular employment
when offered. Paid co-curricular duties shall be assigned only with the consent of the member.

B. Priority in hiring

Bargaining unit employees shall have such priority for extra pay for extra duty employment as may be provided by the California Education Code (for example, preferring certificated persons over non-certificated). Any open paid extra duty position shall be posted with the required qualifications clearly set out. Principals shall set the qualifications for such positions in good faith, based solely upon the requirements of the position, and not with the intent of excluding or retaining any individual, and shall select candidates based upon their merits as judged in accordance with those requirements.

XIII. Non-standard Duty Assignments

The parties recognize that from time to time a need may arise for someone to perform tasks not ordinarily part of a typical bargaining unit employee's assignment. In cases where such needs can best be met by giving a non-standard assignment to a bargaining unit employee, so that a bargaining unit employee's experience and expertise as developed in the course of normal assignments may be exploited, the provisions of this section may be invoked. The guiding philosophy is that the nature of the tasks for these positions should suggest that the work may be best done by a bargaining unit employee with recent appropriate classroom, guidance, or library experience, rather than an administrator or other district employee, and that the assignment to be given does not fundamentally change the bargaining unit employee's connection to and relationship with the bargaining unit. Any position

involving release time, other than those specifically set forth in this CBA (such as Department Leads), shall be subject to the terms of this section.

A. Suitable tasks
Assignments under this section are to be non-management positions for which an administrative credential is not required. In particular, these positions are specifically not intended to replace an administrative position. While mentoring may be a portion of some such assignments, supervision and evaluation of bargaining unit employees is specifically excluded. Examples of the types of assignments anticipated by the parties include a professional development coordinator for a site, a district leader for an Algebra Initiative, a site lead for school accreditation efforts, and a New Teacher Advisor.

B. Position descriptions
When the need for a non-standard duty assignment arises, the District shall prepare a description for the position, to include the following information:

1. the time commitment (full, or part-time, annualized FTE),
2. a specific statement of the anticipated duties,
3. the expected duration of the assignment, with start and end dates,
4. identification of the supervisor to whom the member will report,
5. compensation, if any, such as a stipend or a release period, and funding source, and
6. any specific experience or qualification required

C. Consultation with FEA

The District shall consult with FEA as to any non-standard duty assignment to be created, and will maintain records of all such positions to permit annual review with FEA. Review of each position is intended to ensure equity for bargaining unit employees and compliance with this CBA, as well as monitoring of any funding or financial issues that may arise.

D. Posting of positions
It is the intent of the parties that positions under this section are to be created to satisfy site or district needs, and not to provide positions tailored for specific individuals. To that end, all positions for non-standard duty assignments will be posted internally at site for at least five duty days (if a site-specific assignment) or district-wide for at least five duty days (if a district-wide assignment).

E. Selection of Bargaining unit employee

The District shall only review the qualifications of individuals who are bargaining unit employees at the time of posting, and are expressing interest in such an assignment. Any exceptions must be approved by the FEA in advance of the selection process. The District shall make a good faith selection based on the best fit for the position, subject to the restrictions of paragraph F (immediately below). No bargaining unit employee shall be given such an assignment involuntarily.

F. Term

Except as provided in this paragraph, the duration of any assignment set in accordance with B. 3) above shall ordinarily not exceed one year. If the need for a position continues thereafter, a re-opening and re-posting of the assignment shall be repeated at least annually as may be necessary. No member shall be entitled to re-appointment to any such position by virtue of prior service. The District may, if the nature of the tasks, the anticipated learning curve of the member in the position, or the available funding make it advantageous, define a term of more than one year but not more than three years when the position description is prepared.

G. Term limits

For less than full time positions, an incumbent, if re-selected, may serve consecutive terms. However, to ensure that bargaining unit employees are not serving in de- facto administrative positions and to maintain the connection with students and classrooms that makes bargaining unit employees valuable in these positions, it is agreed that no bargaining unit employee may serve more than three consecutive years in any position or combination of positions involving a full-time release from other duties.

H. Evaluation

If a bargaining unit employee serving in a full-time released non-standard duty assignment serves during a year in which the bargaining unit employee would ordinarily be evaluated under this CBA, the supervisor identified in the position description and the unit- member must reach agreement on an appropriate alternative evaluation process in accordance with Article 13 V below. For all other non-standard duty assignments, the supervisor and the bargaining unit employee shall meet at least annually to discuss informally the unit-member's performance with respect to the assignment. For those bargaining unit employees, the regular evaluation under Article 13 shall not be adversely affected by the assignment or performance of such duties.

I. Compensation

It is expected that non-standard duty assignments will ordinary be compensated by one and only one of the following: release time, stipend, or hourly pay. The choice of type of compensation shall be determined by the scope and nature of the tasks, including consideration of whether the work requires tasks to be done during the school day or availability to communicate with others during instructional periods.

J. Modification
The District may, if conditions so warrant, modify or terminate a non-standard duty assignment, after consultation with FEA, but in no event shall such termination or modification result in an involuntary reduction in the FTE status of a bargaining unit employee.

K. Assignment upon return from non-standard duties
A bargaining unit employee with a part-time release for non-standard duties under this section has the right to return, insofar as possible, to the bargaining unit employee's previous assignment upon completion of the term of the non-standard duties. A bargaining unit employee with a full time release under this section, upon completion of one term of the non-standard duties, has a right to return to the bargaining unit employee's last assigned school. A bargaining unit employee returning from full-time release for non-standard duty after multiple consecutive terms shall be assigned at the discretion of the District. The parties recognize that establishing such return rights may necessitate the hiring of a temporary employee to replace a member who is serving in a non- standard duty assignment. To avoid unduly prolonged temporary status for such replacements, the parties agree that any replacement who is fully credentialed shall not be kept in temporary status for more than one year.

XIV. Duties in special programs

The parties recognize that establishing programs to serve special populations can result in substantial savings to the District, for example, through avoiding the expense of out-of- district residential programs. However, the provisions of this Article may not always be practical for implementation in such programs, as a consequence of the special requirements of the student population involved. To address this situation, the parties agree that the duties and expectations placed upon bargaining unit employees serving in those programs may deviate from the provisions above, subject to the following terms.

A. Each year, the District will consult with FEA, identifying all programs subject to this section, the bargaining unit employees serving in those programs, and the particular deviations from the duties under this Article. In particular, the parties shall examine the duty hours and FTE status of such bargaining unit employees to ensure equity across the bargaining unit.

B. It is expected that some such programs may render it impossible to provide a duty free lunch to a bargaining unit employee. When a bargaining unit employee is required by the nature of the program and the bargaining unit employee's mandatory duties to go without a duty free lunch daily throughout the academic year, an annual stipend of $8,000 shall be paid to the member.

XV: Mandated Trainings

Both parties recognize that there are certain state mandated trainings that employees must complete on an annual basis. Currently these trainings are completed by employees through a series of online modules provided by a state approved vendor (Keenan). Employees will receive notification of the legislatively mandated annual trainings they are required to complete and the deadline to complete these trainings at the beginning of the school year. Every bargaining unit employee who successfully

completes each required training module within 30 calendar days from the first duty day of the school year shall receive a $240 stipend. Employees who do not complete the legislatively mandated annual trainings within the 30-calendar day time period as described above, will not be eligible to be paid the $240 stipend, but will still be required to complete these trainings as soon as possible.

The District shall make every effort to provide the links to the requisite training prior to the first duty day for teachers to report in August. If the links are not made available by the first day of service, the 30-day window to receive compensation shall be extended by each day the link distribution is delayed.

Article 6 Staffing

I. Allocation Formula

The District employs a Section Allocation Formula to plan initial section allocations for school sites, based upon enrollment projections. The District agrees to consult with FEA annually and to review with FEA any changes or refinements in the Formula deemed appropriate for continued reliance upon it. If any changes are made to the initial allocations made according to the Formula for a given school year, the District will promptly inform FEA of the changes and the specific reasons underlying them.

II. Student: teacher class size ratios by subject area

A. Common ratio

The following common ratio school departments shall be staffed at a ratio of 32.5:1: Art, Business, Driver Education, Mathematics, World Languages, Living Skills, Industrial Technology, Science, and Social Studies.

B. English

English departments shall be staffed at a ratio of 28:1. English Language Development classes shall not be subject to a specific ratio, but shall be determined by the district, with consultation with the FEA exclusive representative.

C. Algebra 1: Algebra 1 shall be staffed at a ratio of 20:1

D. Temporary exceptions for 9th grade English 23:1 courses

In light of the elimination of state funding specifically provided for and restricted to reducing class sizes, the parties agree the following interim staffing provision. Each school year, unless otherwise negotiated, the District shall select a freshman (9th grade) English course, , at each site, which shall be staffed at a ratio of 23:1 The parties agree to examine this provision at either party's request to ensure that the resources allocated for supporting students are efficiently utilized.

E. Work experience

Work Experience classes shall be staffed according to Education Code requirements. Student count for ratio purposes in Work Experience shall consist

of the actual number of students enrolled, so that any student who signs up for more than one period of Work Experience shall be counted as only one student .

F. Music
Music shall be staffed at a school department ratio of 36 students to 1 teacher.

G. Physical Education
Physical Education classes shall be staffed at a school department ratio of 40 students to 1 teacher. Each school may be allocated one section of PE Team Athletics as to which the 40:1 staffing ratio shall not apply. Students enrolled in this section shall receive PE credit for full participation on a school sponsored athletic team.

H. Sheltered/SDAIE classes shall be staffed at a ratio of 23:1

I. ELD Classes shall be staffed with the following ratios:
a. ELD1 with a ratio of 15:1
b. ELD 2 with a ratio of 20:1
c. ELD 3 with a ratio of 23:1

J. AVID shall be staffed at a ratio of 28:1

K. School Counselors shall be staffed at a ratio of no fewer than 4 counselors to 1 school. For the purpose of this article, the schools shall be defined as Cupertino, Fremont, Homestead, Lynbrook and Monta Vista.

L. Other courses not within a department
All non-departmental classes at each site not listed above shall be staffed at a ratio of 32.5:1 at that site, except that (a) no ratio shall apply to Student Clerks/Assistants and (b) the number of students assigned to any Study Halls shall be limited by the capacity of the facility. This CBA intentionally does not address staffing for Regional Occupational Program/ Career and Technical Education (ROP/ CTE) classes that may be taught by bargaining unit employees, and does not purport to set any specific student-teacher ratio for such classes.

M. Academic support classes may run at a lower ratio than the department stipulation provided there is FEA consultation.

III. Departmental control of class size

To provide flexibility in meeting program needs, the class size ratios of this Article apply to departments as a whole, and not to individual classes. Each department shall determine its individual class sizes within the constraints of the sections allocated to that department. In the event of disagreement within the department on individual class sizes, the matter shall be resolved by the Principal/designee. A teacher in a single bargaining unit employee person department may voluntarily waive the student-teacher ratio.

IV. Timing for determining compliance with class size ratios

Each department shall be staffed appropriately, according to the class size ratios set in this Article, by the 40th day of the school year. The intention behind the choice of date in this section is to set a time immediately after the "drop date" for students following issuance of the first progress reports. As soon as practical following the 40th day, FEA and the District shall meet to review staffing of each department at each school.

V. Automatic review of staffing

The District and FEA will automatically conduct a review of the staffing and class ratio when any of the following takes place at any site:

A. The number of students in a laboratory science class exceeds the number of lab stations provided in the classroom.

B. A class subject to the 32.5 to 1 departmental ratio has fewer than 25 or more than 40 students, or the teacher has more than 180 total students in five classes.

C. A class subject to the 28 to 1 departmental ratio has fewer than 21 or more than 35 students, or the teacher has more than 160 total students in five classes.

D. A class subject to the 36 to 1 departmental ratio has fewer than 29 or more than 43 students, or the teacher has more than 200 total students in five classes.

E. A class subject to the 40 to 1 departmental ratio has fewer than 33 or more than 47 students, or the teacher has more than 220 total students in five classes.

Students serving as teaching assistants, lab assistants, and student tutors are not counted in these computations. For staff with part-time teaching assignments of fewer than five classes, the total student count necessary to trigger automatic review shall be reduced proportionally

VI. Standards for class size ratio compliance

A department shall be deemed to be properly staffed if one or both of the following are true:

A. The average class size of the department, rounded to the nearest tenth, is within 0.5 of the ratio set forth for that department in section II of this Article.

-OR-

B. The allocated sections equals the total number of students taking courses in the department, divided by the departmental ratio in section II of this Article, subject to rounding of fractional parts as follows:

- .01 to .39, round downward
- .61 to .99, round upward

- .40 to .60, round either up or down depending upon practicality in the particular circumstances, according to the considerations set forth below.

Considerations for rounding up or down to accommodate particular circumstances shall include availability of classrooms and necessary facilities for an appropriate period on the bell schedule, ability to find qualified staff in accordance with Article 8 IV regarding vacancies, whether disruption in the
schedules of large numbers of students would be required, and the impact on the teaching schedule of other department members of opening or closing a section.

VII. Computations for combined subject classes

The ratio to be used for a combined class of subjects with different class size ratios shall be computed as twice the number of students divided by the total number of sections had sections been calculated separately for each component department based on their representative specified ratios. For example, assume Course A with 320 students would ordinarily use a 32.5:1 ratio, yielding 10 sections; Course B with 320 students would ordinarily be staffed at 28:1, or 11 sections. For a combined Course A and B with 320 students, the appropriate ratio would be 2 times 320, divided by the sum of 10 and 11, or 640 divided by 21 = 30.5 students per section. In no event shall the number of sections resulting from combined classes with different class size ratios be fewer than the sum of sections which would result had the sections from each department been calculated separately.

A. Notice to FEA of combined classes
The Principal shall notify FEA of any intent to establish combined classes with different class size ratios pursuant to this Article. Upon the request of FEA, the parties shall consult on a site-level basis through the Faculty Advisory Committee (within the meaning of Article 22) regarding the combining of classes from different departments with different class size ratios pursuant to this Article. Such consultation shall occur prior to implementation, and shall be completed to allow for implementation of such classes in a timely and educationally sound manner.

VIII. Effect of Specially Designed Academic Instruction In English (SDAIE) classes

SDAIE sections shall be removed from department averages for the purpose of calculating sections. If this method of calculation generates any additional section(s), there shall be a limit of one section to be added to each school. If this method does not generate additional sections, then SDAIE shall not be backed out when calculating department sections.

IX. Special education

Special education staffing shall be in accordance with the provisions of the appropriate section(s) of the Education Code and the Special Education Local Plan Area-II (SELPA- II).

X. Residency monitoring

The parties have discovered that parents outside the geographic area served by the District will nevertheless attempt to enroll students whose true residence address does not permit attendance at District schools. Because funding for a Basic Aid district does not increase with attendance, this burdens the District but does not provide any additional resources. The District agrees to continue its vigilance in ensuring that no student becomes or continues to be enrolled through misrepresentation as to residence address, guardianship, custodial responsibility, family relationship, or living arrangements, and further agrees to inform FEA annually as to its efforts and level of success achieved.

XI. Remedy for unintentional breach by the District

If, despite good faith recruiting efforts, the District is unable to find qualified staff to permit compliance with the required staffing ratios for a given department, the remedy shall be as follows. The sum of $10,000 shall be made available to the understaffed department to fund professional development for bargaining unit employees in that department. The department in question shall determine how the funds are to be apportioned; however, to ensure that such funds shall be used only for professional development each proposed use must be approved by the site Principal in advance. The funds will be available through the academic year in which the understaffing occurred, and if not yet exhausted, through the following year; any funds unused at the end of that following year shall revert to the District. It is expected that any professional development activity undertaken in accordance with this section shall be wholly funded by the funds described above and shall not require use of any other or additional District monies.

Article 7 Leaves

The purpose of this Article is to record the bargained and agreed upon terms that govern leaves for bargaining unit employees and provide sufficient context that those terms can be clearly expressed. It is not intended as a comprehensive guide to benefits that may be available to bargaining unit employees, nor is it intended to compile or replicate all relevant sections of California or Federal law that may be pertinent to any given bargaining unit employee's personal situation.

I. Health-related leaves

A. Industrial accident and illness leave

1. Bargaining unit employees who suffer an industrial accident or illness shall be granted leave of absence for up to sixty duty days. Duration of industrial accident or illness leave shall be counted from the first day of absence, and shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.

2. Such leave shall not accumulate from year to year. When an industrial accident or illness occurs at a time when the full sixty duty days will overlap into the

next fiscal year, the bargaining unit employee shall be entitled only to that amount remaining at the end of the fiscal year in which the injury or illness occurred.

3. When added to an award granted the bargaining unit employee under Workers' Compensation laws of the State, payment of wages lost on any day shall not exceed the normal wages for the day.

4. A bargaining unit employee may be deemed to be recovered from an industrial accident or illness and thereby able to return to work at such time as the bargaining unit employee and the bargaining unit employee's physician agree that there has been such a recovery. However, the District reserves the right to require a corroborative medical opinion at the District's expense and to deny the return, if such opinion is not in agreement with that of the bargaining unit employee's physician.

B. Sick leave, when used for bargaining unit employee's own illness

1. At the beginning of each school year, every full-time bargaining unit employee shall be credited with 50 hours of paid sick leave. Unused sick leave shall accrue from school year to school year without limit. When beginning the school year with a 1.2FTE assignment due to allocation, bargaining unit employees shall be credited with 60 hours of paid sick leave.

At any point of the school year, when FTE increase is granted due to an increase in section allocation the bargaining unit employee shall be credited with 10 additional hours of sick leave for the year for each .2FTE increase (no more than 1.2FTE in total). For FTE increases that are covering for a leave of known or unspecified time then the bargaining unit employee shall be credited with 5 additional hours per semester in which the additional FTE is worked.

Illustrative Example: If a 1.0FTE teacher covers an additional class for a limited but long-term assignment to increase their FTE assignment to 1.2 in first semester only, they shall be credited 5 additional sick hours for first semester. If the long-term coverage extends into the second semester they are credited with 5 additional hours for the second semester.

Illustrative Example: If a teacher with a 1.2FTE is out for the whole school day 6 hours of sick leave are deducted from their sick leave hours. If a teacher with a 1.2FTE is absent for only part of the day their sick leave hours deducted are for the missed class time only.

2. It is expected that sick leave will be taken in full days except as provided in paragraph 4 below. However, should a unit member be unable to complete a full day due to onset or relapse of illness, a partial-day use of sick leave shall be charged at a rate of one-fifth of a teaching day for each teaching period that requires a paid substitute.

3. Extended sick leave

a. Notice required, where practical

Whenever a the bargaining unit employee has reason to believe that they will require an extended leave of absence due to a physical disability, including disability due to illness, injury, pregnancy, or a pregnancy-related condition, the bargaining unit employee shall promptly notify the Human Resources Office, in writing, of the reasons for the leave and the expected duration of the leave

b. Entitlement

When a bargaining unit employee has exhausted all accrued sick leave yet continues to be unable to return to work due to extended illness or injury convalescence, the bargaining unit employee shall be entitled to use up to 100 days of extended sick leave (to run concurrently with FMLA or California Family Rights Act leave when it is used for purposes of the bargaining unit employee's own illness, other than pregnancy disability).

c. Limitation of one period per illness or injury

Only one 100-day extended sick leave period shall be provided per illness or injury. If a school year ends before the 100-day period is exhausted, and the bargaining unit employee is still suffering from the same illness or injury and unable to work, the bargaining unit employee shall be entitled to take the subsequent years' sick leave credit followed by the balance of the 100 days of extended sick leave. Use of an extended sick leave for a first illness or injury shall not count against any days that may be available for a subsequent illness or injury.

d. Adjustments to and sources of compensation

Bargaining unit employees are generally provided with an income protection plan as set forth in Article 15 XIII.A.4. below, which may provide payments to a bargaining unit employee on an extended sick leave. If that plan provides 75% of the bargaining unit employees' per diem salary rate for the extended sick leave period, the District shall adjust the bargaining unit employee's salary payments by deducting the *greater* of 50% of salary or the actual cost of a substitute. If the plan does *not* provide 75% of the the bargaining unit employees' per diem salary, the District shall adjust salary payments by deducting the *lesser* of 50% of salary or the actual cost of a substitute.

e. Fitness to return to work

A bargaining unit employee shall be eligible to return to work after an extended sick leave upon submission of a written physician's statement of fitness to resume regular duties. If deemed necessary, the District may require that the bargaining unit employee be examined by a physician selected and paid for by the District to evaluate the bargaining unit employee's ability to resume regular duties. In the event of conflicting opinions of the District's and bargaining unit employee's selected physicians, the District and bargaining unit employee shall together select

a physician to evaluate the bargaining unit employee's ability to resume regular duties.

f. Re-employment list
When a bargaining unit employee has exhausted all available sick leave, including regular accrued sick leave, the 100 days of extended sick leave and any industrial accident or illness leave, and the bargaining unit employee is not medically able to resume the duties of their position, the bargaining unit employee shall be placed on a re-employment list for a period of 24 months (if the bargaining unit employee is on probationary status) or for 39 months (if the bargaining unit employee is on permanent status). The re-employment list period begins at the end of the 100 days extended sick leave. If the bargaining unit employee becomes medically returned to employment in a position for which they are credentialed and qualified.

4. Extended partial day sick leave
A bargaining unit employee may be granted an extended partial-day sick leave due to physical disability, including disability due to illness, injury, or pregnancy-related conditions. During an extended partial-day sick leave, partial-day absences shall be charged against sick leave at the rate of one- fifth of a teaching day for each teaching period missed.

a. A bargaining unit employee must submit a written request to the District for an extended partial-day sick leave that specifies the reasons for the request and the expected duration of the leave. The request must be accompanied by a statement from a physician who has examined the bargaining unit employee that verifies the bargaining unit employee's inability to work a full day.

b. The District shall have the right to require the bargaining unit employee to submit to a further physical examination, by a physician selected by the District, to confirm the bargaining unit employee's need for the extended partial-day sick leave. Should the bargaining unit employee challenge the findings of that examination, a third and final physical examination may be requested by the bargaining unit employee. The doctor shall be chosen by the bargaining unit employee from a list of at least five physicians provided by the District.

c. An extended partial-day sick leave shall not be granted unless the District can obtain a qualified replacement suitable to its needs or unless no replacement is necessary.

d. If the partial-day sick leave is granted, the District shall have the sole discretion to determine the bargaining unit employee's reduced work schedule, based upon the requirements of the District and consistent with the medical needs of the bargaining unit employee.

e. An extended partial-day sick leave must be taken for a term not less than one full semester unless otherwise agreed. Renewal of extended partial-day sick leave beyond one year shall require agreement.

C. Sick leave, when used as a care-giver
Bargaining unit employees have the right to use up to six days of previously accrued sick. If the illness is such that the bargaining unit employee fully qualifies under FMLA, then the six day limit shall not apply.

D. Sick leave, when used for personal necessity

1. Personal necessity leaves
Personal necessity leave shall be limited to circumstances significant in nature that the bargaining unit employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the bargaining unit employee's immediate physical presence elsewhere and involve matters that cannot be accomplished at any other time. Accrued sick leave may be used for personal necessity reasons that qualify under the categories specifically set out below. Appeals from decisions involving the non- allowance of such leaves may be taken through regular administrative channels or the grievance procedure.

a. No advance permission required (Category P-1) Bargaining unit employees shall not be required to secure advance permission for leave, but shall notify the Principal of the circumstances as soon as possible for any of the following situations:

i. Serious illness in the immediate family.

ii. An accident involving the person or property of the bargaining unit employee or immediate family.

iii. Imminent danger to the home of a bargaining unit employee, occasioned by an event such as flood or fire serious in nature, which under the circumstances the bargaining unit employee cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit employee during the bargaining unit employee's assigned hours of service.

iv. Circumstances beyond the control of the bargaining unit employee that prevent the bargaining unit employee from being on duty.

b. Prior approval required (Category P-2)
Bargaining unit employees wishing to use sick leave for purposes in this category must obtain prior approval by submitting a

request in writing to the Principal at least two working days prior to the requested commencement of the leave, stating the reasons for the request. Once P-2 leave is granted, the request is irrevocable if the District has obligated itself for a substitute teacher and cannot cancel or reassign the substitute. This category comprises:

i. Appearance in court as a litigant or as a witness under an official order or subpoena, or

ii. Bereavement beyond the number of days specified for the bereavement leave in this Article, or

iii. Examination for advanced degree, or

iv. Attendance at graduation ceremonies involving a member of the immediate family, or

v. Marriage of a member of the immediate family.

c. Prior notification required (Category P-3)
Each bargaining unit employee shall be allowed, upon prior notification to the Principal, up to seven days in any school year for reasons of personal necessity not covered in Categories P-1 and P-2 above, subject to the following limitations. A bargaining unit employee shall notify their Principal as soon as possible in advance of the absence. No reason for the absence need be stated and no verification shall be required. The granting of requests by the Principal for such leave will be on a "first-come, first-served" basis up to, but not exceeding, ten percent of the bargaining unit employees on that campus. Bargaining unit employees may not take Category P-3 leave during the first and last five teaching days of each semester. Once Category P-3 leave is granted, the request is irrevocable if the District has obligated itself for a substitute teacher and cannot cancel or reassign the substitute.

E. Sick leave, when used as parental leave for a new child
Bargaining unit employees with accrued sick leave may use up to twenty days of that accrued sick leave as a parental leave for the purpose of caring for a new child, subject to the conditions of this section. Such parental leave must be begun within 180 days of birth or, in the case of adoption, of receiving custody of the child. To permit the District to plan for absences, any such leave must be taken as a single consecutive block of school days. A bargaining unit employee must provide at least thirty days notice of intention to take such leave, unless unable to do so owing to an emergency, in which case the bargaining unit employee shall provide as much notice as is reasonably possible under the circumstances. The benefits of this paragraph are intended to apply to an adoptive parent or a bargaining unit employee spouse of a birth mother, but not to supplement or expand the pregnancy disability or childcare leave benefits available to a birth mother under this Article.

F. Pregnancy disability

1. Bargaining unit employees are entitled to sick leave as set forth in Section I.B. above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

2. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the bargaining unit employee and the bargaining unit employee's attending health care professional; however, the District may require the bargaining unit employee to have a physical examination by a physician selected by the bargaining unit employee and approved by the District, and a certification by that physician of the bargaining unit employee's physical fitness to return and continue the duties requisite to employment. Cost of this examination and certification will be paid by the District.

3. Bargaining unit employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section I.B. has been exhausted.

4. Service time may be accrued toward permanent status during a school year in which pregnancy disability leave is used, so long as the bargaining unit employee works three-fourths of the teaching days of the school year.

II. Leaves for other purposes

A. Bereavement leave

1. Each bargaining unit employee shall be entitled to a paid leave of absence, not to exceed five days, in the event of the death of a bargaining unit employee's immediate family as defined by the glossary.

2. A bargaining unit employee may utilize available category P-2 personal necessity days to augment this bereavement leave consistent with the requirements in section I.D.1.b.ii above.

B. Childcare leave, unpaid

1. Upon request, a bargaining unit employee shall be granted a childcare leave of absence without pay for the remainder of the school year in which the birth of their child occurs or, in the case of adoption, of receiving the custody of the child (see number 7 below). In the case of a bargaining unit employee who has been absent on pregnancy disability

leave in connection with the birth, for purposes of computing the duration of such leave, the year of birth shall be deemed to be the academic year in which pregnancy disability ends and the bargaining unit employee is fit to return to work.

2. If timely requested, the childcare leave may be extended to encompass the subsequent school year as well, provided that the bargaining unit employee has worked as a bargaining unit employee at least one year (either part- or full-time) since the last time that bargaining unit employee was granted a subsequent year childcare leave.

3. Although childcare leave under this section is an unpaid leave, the bargaining unit employee may simultaneously use any available leave under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) for up to a maximum of 12 weeks, during which time the health benefits provided under this CBA will be continued. Following the exhaustion of the 12 weeks of FMLA/CFRA leave, the bargaining unit employee shall be responsible for paying for his or her health benefits for the rest of the childcare leave.

4. While on childcare leave, a bargaining unit employee shall have the option to remain an active participant in the FEA health plan by paying the amount that would have been contributed by the District on the bargaining unit employee's behalf during active employment, subject to carrier requirements.

5. Service time may be accrued toward permanent status during the school year in which childcare leave commences, so long as the bargaining unit employee works three-fourths of the teaching days of the school year.

6. Bargaining unit employees may serve as substitutes in this District while on an unpaid childcare leave of absence.

7. A bargaining unit employee adopting a child in accordance with applicable provisions of the California Civil Code shall be entitled, upon written request, to an adoption leave upon the same terms and conditions as a childcare leave, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill requirements for adoption.

C. Child-bonding leave with differential pay

A bargaining unit employee who has exhausted their sick leave may elect to take up to 12 weeks of child-bonding leave (to run concurrently with parental leave under CFRA as described above in (B) 3.) reduced by any period of sick leave taken during a period of parental leave, and receive differential pay for that time, subject to the requirements of this paragraph. It is expected that such leave shall be taken in increments of two weeks or longer, prior to the first anniversary of birth or adoption. However, a member may bank up to five days of the 12 weeks, to be used on a day-by-day basis after return to work, used in lieu of sick leave, to attend to the medical

needs of a parent or child. Differential pay for purposes of this paragraph shall be computed per day as the bargaining unit employee's per diem rate less the then applicable long term substitute daily pay rate.

D. Political leave

1. A permanent bargaining unit employee who is elected or appointed to a statewide or national public office or legislature shall upon request be granted an unpaid leave of absence for the term of office.

2. During the term of such leave of absence, the bargaining unit employee may be employed by the District in a part-time capacity under such terms and conditions consistent with this CBA as may be agreed upon.

3. Time spent on political leave shall not apply toward advancement on the salary schedule.

4. A bargaining unit employee elected to a school board in another district or to a town or city council position may use up to ten days of unpaid leave per school year as may be reasonably necessary to attend to the required duties of that elected position.

E. Jury duty

1. FEA and the District acknowledge that jury duty is a civic responsibility that supersedes obligations under this CBA. Bargaining unit employees who have been notified that they may be called to jury duty shall so inform site administration and provide timely status updates to enable planning for substitutes as may be required. If called to appear in person for a venire or to serve as juror, a bargaining unit employee shall be relieved of all duties and responsibilities to the District that are inconsistent with his or her obligations to the court.

2. Bargaining unit employee s serving on jury duty will receive full pay from the District as if present at work, provided that the bargaining unit employee tenders to the District any amount paid by the court for jury service (except travel expenses) within seven days of receipt such funds from the court.

F. Military leave

1. Bargaining unit employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, who are inducted, enlisted, or otherwise ordered to active military duty, shall be granted such leave and military leave pay as is provided in the Military and Veterans Code.

2. Bargaining unit employees on military leave shall retain those rights and privileges as required by law.

G. Professional leaves
The District and FEA recognize their responsibility to foster professional growth, to encourage bargaining unit employees to participate in professional conferences and conventions, and to serve on professional boards, commissions, and accreditation teams.

1. A permanent bargaining unit employee who is an officer of a state or national educational organization may attend the organization's convention or conference without loss of salary and benefits if done at no other expense to the District. The bargaining unit employee shall submit a request to attend the convention or conference within thirty calendar days of the convention or conference. The District shall apply the following criteria for granting such leave.

    a. The District must be able to obtain a substitute.

    b. The organization and convention or conference shall be related to the bargaining unit employee's current assignment(s) or assignment(s) within the past two school years.

    c. The applicant shall not receive more than five days of such leave within any one school year.

2. A bargaining unit employee who is selected to serve on a Commission on Professional Competence pursuant to Education Code § 44944, or a state, regional or national accreditation commission/team shall be granted fully paid leave during the time the bargaining unit employee serves on such commission/team. Service on a commission/team shall be limited to twenty-five teaching periods per year unless otherwise authorized by statute.

H. District service leave
Upon authorization from the District, bargaining unit employees who take part in student trips that are overnight and at least a one hundred mile radius from the school shall be provided release time by the District.

I. FEA leave

1. Officer's leave
An unpaid leave of absence of up to two years may be granted to any bargaining unit employee, upon application, for the purpose of serving as an officer of FEA, or as a staff member of the California Teachers Association or the National Educational Association.

2. FEA business leave
Leave shall be granted upon request by FEA for absences at no expense to the District for officers and/or representatives of FEA, not to exceed one hundred person-days per school year, to attend to organizational business.

J. Other unpaid leaves: Leaves of absence may be granted for purposes other than those specified in this CBA in accordance with the conditions stated in this section. For planning

purposes, applications for leaves under this section received by February 1st will be given preference and priority in the leave process. Application for leave under this section shall be submitted on forms provided by the District and shall include a detailed outline of the purpose of such leave. Requests will be accepted and considered after February 1st; however these requests cannot be guaranteed due to the start and timing of the hiring season.

1. The following considerations shall be applied consistently for the granting of unpaid full-time leaves of absence:

    a. Demonstrated benefit to the District and the applicant.

    b. Purpose of the leave including: further study, health, travel, professional enrichment, renewal, circumstances in the immediate family or the like.

    c. The District's ability to obtain a qualified replacement suitable to the District's needs.

    d. Whether the applicant has already received the equivalent of a full year leave within the past four years.

    e. Requested duration (leaves requests are more likely to be granted if requested for a whole semester or year).

2. A bargaining unit employee may request an unpaid partial-day leave of absence from their assignment, which shall be granted if the District has a qualified replacement suitable to the District's needs.

    a. If a partial-day leave is granted, the remaining services shall be rendered on a daily basis (for example, a bargaining unit employee granted a two-period leave shall render the remaining three-fifths service on a daily basis for the duration of the leave). bargaining unit employees who are granted partial-day leaves shall be compensated in accordance with Article 14 for part-time service.

3. While on leave under this section, bargaining unit employees may elect to continue health and insurance coverage by arranging premium payment with the District, subject to carrier requirements and the provisions of Article 10. III.

4. Notification of a bargaining unit employee's intent to return following a full-time leave under this section shall be on file with the District no later than February 1st. Bargaining unit employees failing to notify the District by February 1 shall have waived the rights granted under Section IV.B. of this Article and shall be placed at the discretion of the District. While on leave, the bargaining unit employee shall keep his or her current address on file in Human Resources. At the discretion of the District, bargaining unit employees may also be deemed to have

resigned in accordance with Section IV. E. of this Article if appropriate notice is not provided.

III. Prorating of leaves for part-time bargaining unit employees

A. Part-time members at 0.5 annualized FTE who work full-time for half the year shall receive a fifty percent share of all leave benefits a full-time member receives, except that bereavement leave shall be the same as a full-time bargaining unit employee (that is, three or five days off).

B. Bargaining unit employees teaching fewer than five periods per day shall receive the same number of part-time days for leave as a full-time member has full-time days; for example, sick leave equals ten part-time days for the part-time member.

C. Bargaining unit employees teaching fifty percent of each week (that is, two and one- half days per week) shall receive fifty percent or the number of days a full-time member would have received; for example, five full days for sick leave or ten half days. A nominal five-day bereavement leave would entitle such a bargaining unit employee to a single two and one-half day leave.

IV. Return from leaves

A. Leave modification

A bargaining unit employee on an unpaid leave of absence may request to abridge their leave to return at the beginning of a semester. Such request will be approved provided the District determines that an appropriate vacant position is available.

B. Mandatory/statutory

Except as otherwise provided in this Article, bargaining unit employees absent because of the following leaves shall have the right to return to their last assigned school and, insofar as possible, to their previous assignment:

- Sick leave
- Personal necessity leave
- Industrial accident and illness leave
- Pregnancy disability leave
- Military leave Jury duty leave Bereavement leave FEA leave
- Political leave Childcare leave Family leave

C. Other

1. Bargaining unit employees returning from other unpaid leaves of absence of one school year or less in duration shall be entitled to return to their school of last assignment, except that no probationary or permanent bargaining unit employee shall be forced to transfer in order to create a vacancy for the returning bargaining unit employee.

2. In the event that no vacancy is available to the returning bargaining unit employee as defined herein, the returning bargaining unit employee shall be placed at the discretion of the District. Such placement shall take into account the preferences of the returning bargaining unit employee. Bargaining unit employees returning from leaves longer than one school

year in duration shall be placed in vacant positions at the discretion of the District.

D. Dues following return
Upon return from a leave during which a former unit member did not pay dues, unit membership shall automatically be reinstated and automatic deduction of dues shall resume immediately, unless the former unit member elects to pay dues in a lump sum or to become an agency fee payer and so indicates in writing to the District and to FEA.

E. Notice of intentions
This section shall apply to any full-time unpaid leave that the District has the discretion to grant or deny under this Article. As to any such leave, the District may require, as a condition for granting the leave, that the bargaining unit employee in the application for the leave acknowledge an obligation to inform the District by February 1 of the then current school year of his or her intent to return to active service at the completion of the leave, and that failure to so inform the District shall be construed as a resignation effective at the end of the then current school.

V. Certification, verification, and unauthorized leave

A. A bargaining unit employee shall certify on the monthly absence report the cause(s) for all absences.

B. If a bargaining unit employee has been absent on sick leave (not in P-3 status) for more than three consecutive duty days and the District believes that there are no valid grounds for the absences, the bargaining unit employee may be required to verify the reason(s) for the absences by submitting a physician's statement or other verification. Such verification shall be requested within ten days following the last day of
absence, and such verification shall be submitted within ten days following the receipt of the request.

C. If a bargaining unit employee has a pattern of sick leave absences (not in P-3 status) involving more than three absences (not necessarily consecutive) and the District believes that there are no valid grounds for the absences, the bargaining unit employee may be required to verify the reason(s) for the absences by submitting a physician's statement or other verification. Such verification shall be requested within ten days following the last absence in question, and such verification shall be submitted within ten days following the receipt of the request.

D. For any unauthorized leave, the bargaining unit employee's rate of pay shall be reduced in proration to the amount of time missed for all unapproved personal absences. Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any bargaining unit employee who has not faithfully performed all duties prescribed. A bargaining unit employee shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves bears to the required days of service.

VI. Prohibition of other employment while on leave

Leaves as defined in this Article are for the purposes stated, and no full- or partial-day paid leaves shall be utilized to gain economic advancement or for employment elsewhere. Furthermore, bargaining unit employees on a full-time unpaid leave may not undertake employment outside the District to provide credentialed service; doing so shall be deemed an immediate resignation and termination of the leave. Exceptions to these requirements under exigent circumstances may be made only with the approval of the District in consultation with FEA.

VII. Catastrophic Leave Bank

A. Contributions: Participation in the Catastrophic Leave Bank, herein referred to as the "Bank," is voluntary. Unit members in the first five years of service in the state of California who are contributing to the leave bank for the first time shall give one (1) day to participate in the Bank. Unit members after the first five years of service shall initially contribute two (2) days to participate in the Bank. After the first year, to continue to participate members shall contribute one (1) day each year to the leave bank. Contributions to the Bank are irrevocable. Unused days in the Bank carry over from year to year.

   Full-Time Members: One (1) day is equivalent to five (5) hours.

   Part-Time Members: One (1) day is equivalent to the unit member's FTE. *Illustrative example: A member with 0.6 FTE would contribute 3 hours as the equivalent to one day in the Bank.*

B. Enrollment in the Bank: Members enrolling in the Catastrophic Leave Bank shall do so by September 30th or within 30 days of hire if hired after September 30th. Once enrolled in the Bank the day(s) shall be automatically pulled each year for contribution to the Bank.

C. Cancellation of Enrollment: Members must notify FEA president and director of Human Resources (certificated) for cancellation. Days shall not be returned upon cancellation of enrollment in the Bank. Members shall no longer be eligible to participate in the leave bank as of the date of notification of their cancellation. Members must wait until the next school year if they wish to re-enroll in the Catastrophic Leave Bank.

D. Eligibility of Use: To qualify for use of the Catastrophic Leave Bank members must meet all of the following conditions:

   1. Have a documented and verified catastrophic illness or injury to themselves or to immediate family members requiring their presence. Immediate family as defined in the CBA Article 26.
   2. Have exhausted all other accrued paid leave credits as confirmed by Human Resources
   3. The leave is not eligible for worker's compensation coverage as confirmed by Human Resources
   4. The member must currently participate in the Bank

E. Withdrawal from the Bank: A unit member who wishes to use Catastrophic Leave shall submit a request to the director of Human Resources (certificated) stating the facts that support their need for catastrophic leave and include medical verification for the catastrophic leave. The District shall consult with FEA leadership for withdrawal of the Bank. Withdrawal from the Bank shall be granted in units of no more than twenty (20) days. Unit members may submit requests for extension of up to an additional twenty (20) days prior to their previous grant expiration. Requests for extension of a withdrawal from the Bank must be accompanied by medical verification of the need for the leave. Any leave days granted but not used by the recipient shall be returned to the Bank.

F. Excessive Days in Bank: The catastrophic leave bank shall not exceed 600 days. If the bank exceeds 600 days by the end of the school year (last contract day), then days shall not be pulled the following year from members who are currently enrolled. Members who wish to join the bank shall still be required to donate days as defined above in "Contributions."

G. Depleted Days in Bank: If the Bank is depleted of days before the end of the contract year no further withdrawals will be granted for the remainder of that year. FEA will be notified when the Bank has 20 or fewer days remaining.

H. Voluntary Donation to the Bank: Staff who wish to donate one or more days to the bank may do so during the open window between January 1 and February 28. This donation does not give that staff member inclusion in the bank nor does it allow that staff member to withdraw days for their own use. The donated days are non-retractable nor are they to be designated for another individual staff member *(for example, a spouse may donate days but cannot require that those days only go to the other spouse).*

Article 8 Transfers

I. District-wide posting of vacancies

All vacancies or new openings that arise or become known during the school year, whether for classroom teaching positions, non-teaching positions, or any co-curricular position involving release time or a stipend, shall be posted at each school for no fewer than five duty days and advertised, insofar as possible, for five duty days in each school's daily bulletin. Copies of all vacancy posting notices shall be transmitted to FEA at the same time they are transmitted to the schools for posting. The deadline for submitting applications shall be at the end of the fifth day. Vacancies that arise during the summer recess period need not be posted. Bargaining unit employees with applications/transfer requests on file shall be notified and offered an interview for the positions in which they have indicated an interest.

Bargaining unit employees who apply for vacant positions shall, upon request, be granted an interview. Appointments will be arranged by the Principal or District official/designee for all such bargaining unit employees along with other candidates for the position(s).

All transfer applicants requesting an interview will be interviewed before the position is filled. All transfer applicants who were interviewed will be notified of the results of the interview.

II. Voluntary transfer

A bargaining unit employee may request a transfer from one school site to another school site. All transfer requests shall be made in writing and submitted to Human Resources prior to February 1st-to enhance the likelihood of favorable action on a transfer request. Requests made before February 1st will help to ensure that the bargaining unit employee's desires can be considered before planning for the recruiting season and commitments to others are made. Transfer requests shall be valid for the current school year from the date of receipt throughout the next school year. Copies of requests for transfer will be forwarded by Human Resources to the Principal and appropriate Department Leads at both the current school and the requested destination school, so that due consideration can be given by those to be affected. A conference shall be held if either the bargaining unit employee or Human Resources so desires.

III. Involuntary transfer

If the transfer of a bargaining unit employee becomes necessary, volunteers will be sought from among those bargaining unit employees who are qualified. If no qualified volunteer is forthcoming, an involuntary transfer may be effected in accordance with this section. Examples of reasons that a transfer may be deemed necessary include:

A. Declining enrollment

B. Filling a vacancy(s).

C. Accommodating the special staffing needs and/or requirements of any school(s) or department(s).

D. Reduction or termination of a program(s).

E. Initiation or expansion of program(s).

F. Staffing shortages or surpluses routinely encountered in the administration of schools.

G. Such transfer shall be initiated by the Superintendent/designee and shall be based on legitimate educationally-related needs of the District.

IV. Criteria for filling vacancies

The following criteria shall be reviewed when considering applications for a posted vacancy:

A. The qualifications of the bargaining unit employee applying for the vacancy compared to those of other candidates for both the position to be filled and the position to be vacated. Qualifications include: credential, recent training, experience in the subject area, special curricular expertise, certification requirements, and seniority.

B. FEA and the District have a shared goal to:

1. Minimize the number of bargaining unit employees with split site assignments because multiple bargaining unit employees with split assignments is not cost effective, nor beneficial to the departments impacted.

2. Limit bargaining unit employees from being split between more than two sites even if a bargaining unit employee is involuntarily partially transferred resulting in a split assignment.

C. No bargaining unit employee shall be involuntarily transferred to fill a vacancy if there is another bargaining unit employee with less District seniority who is qualified to fill the vacancy, unless a qualified bargaining unit employee is available at a school site with an overage. To protect against disruption of programs, if the least senior bargaining unit employee has special curricular expertise, and if a transfer would curtail or eliminate a curricular program, that bargaining unit employee shall not be involuntarily transferred. The next least senior bargaining unit employee without such special expertise shall be transferred. If the least senior bargaining unit employee does not possess sufficient curricular expertise to fill the vacancy, the next least senior member with the appropriate expertise shall be transferred. If two or more bargaining unit employees have the same seniority date, the tie(s) shall be broken by lottery.

D. If a bargaining unit employee is transferred out of their home school due to declining enrollment, either partially or fully, and their home school has an opening that is not temporary in nature prior to July 1 of the subsequent year, and would enable the member to have a full-time position at their home school, the bargaining unit employee shall have the right to return to their home school. Home school is defined as the school where the bargaining unit employee was most recently assigned for the majority of their duty assignment, prior to any transfer. If two or more bargaining unit employees have the same date of transfer and seniority date and both are qualified and credentialed to fill the opening, the tie(s) shall be broken by lottery. The bargaining unit employee is responsible for submitting this request to return to their home school in writing to Human Resources prior to July 1. This right of return expires after the first year that the transfer has been in effect.

Consistent with the shared goal above, in a situation in which there is need to transfer 1.0 FTE from one site to another; parties agree that any variables that would cause there to be more than one certificated employee to transfer resulting in more than one split position will be avoided, if at all possible.

Illustrative example: In year 1, due to declining enrollment at School A, a bargaining unit employee is involuntarily transferred for part of his assignment to School B, resulting in a split assignment of .6 FTE School A, and .4 FTE School B. In year 2, the declining enrollment at School A continues, necessitating a further involuntary transfer. If at all possible, the same bargaining unit employee will be transferred out of School A as opposed to creating a situation where multiple people in the same department end up having multi-school assignments/split positions. Article 8 Section VII "Limit on Frequency of transfer" shall not apply in this situation.

V. Multiple vacancies

In the event there is more than one vacancy, a bargaining unit employee to be involuntarily transferred shall have the right to indicate preferences from a list of said vacancies, and the District shall honor such requests on the basis of district wide seniority. If two or more members have the same date of hire, the tie(s) shall be broken by lottery.

VI. Notice to affected parties

All bargaining unit employees who are involved in involuntary transfers, and FEA, shall be informed of the reason(s) for this action by the Superintendent/designee. In addition, if the bargaining unit employee desires, a conference shall be held with the Superintendent/designee.

VII. Limit on frequency of transfer

Any bargaining unit employee involuntarily transferred shall not be similarly transferred for a minimum of two years without the consent of the bargaining unit employee unless the initial involuntary transfer was caused by the closing of a school.

VIII. Option to leave employment or seek further transfer

Any bargaining unit employee affected by an involuntary transfer shall be informed of this action as early as possible and shall be released from employment by the District if the bargaining unit employee so requests. A member so transferred may apply for any subsequent vacancy in the District for which he/she is qualified.

IX. Involuntary transfer for compelling circumstances

In the event that compelling circumstances require that a bargaining unit employee be transferred on an involuntary basis for the bargaining unit employee welfare and/or the welfare of the District, the Superintendent/designee shall inform the bargaining unit employee and FEA of the reason(s) for this action.

A. The conclusion that the circumstances compel transfer must be based upon observations, complaints, or other issues pursuant to and consistent with the articles of this CBA. However, if in the exclusive judgment of the Superintendent or designee, there is a safety risk to employees or students, or to the educational environment of the school, the involuntary transfer can take place as appropriate or necessary. Issues within the scope of and addressable through the provisions of the

discipline procedures set forth in Article 14 shall not be deemed to be compelling circumstances for purposes of this section. Furthermore, those transfers that may be deemed necessary under section III above shall proceed under that section, and shall not be deemed to arise to compelling circumstances for purpose of this section.

B. It is the intent of the parties that the District shall have the exclusive and final decision making power with respect to a transfer for compelling circumstances, and that the bargaining unit employee and FEA shall be fully informed of the reasons for the transfer, except where the District is prohibited from divulging the reason under the law.

C. Any overage at a school resulting from an involuntary transfer for compelling circumstances shall be reconciled in accordance with the involuntary transfer provisions of Section III above.

X. School closure

In the event that a decision is made to close a school, Article 8 of this CBA shall be suspended in the semester immediately preceding the actual closure of a school and the transfer procedures in Article 25 shall apply and be implemented. Article 8 shall be reinstated following the conclusion of the school closure process under Article 25.

XI. Substitute pool

In the event there are more bargaining unit employees district wide than called for in this CBA for one or more curricular areas, the District may establish a pool of substitutes formed of bargaining unit employees who will do day-to-day substituting in lieu of having a regular class assignment.

A. Once it is clear that there is an overage of bargaining unit employees in a particular curricular area, volunteers shall be sought from among the bargaining unit employees district wide who would be willing to become substitutes in lieu of having a regular class assignment and whose assignment as a substitute would diminish the overage. If an insufficient number of volunteers come forward to cure the overage, assignments shall be made in accordance with applicable portions of Section III above. Section VI above shall not apply to substitute pool transfers.

B. Unless otherwise agreed, bargaining unit employees who are in the pool of substitutes shall be assigned substitute duties in accordance with the following preference guidelines:

First: The bargaining unit employee's regularly assigned school in their curricular area of expertise for a long-term assignment.

Second: A different school in the bargaining unit employee's area of curricular expertise for a long-term assignment.

Third: The member's regularly assigned school in the bargaining unit employee's curricular area of expertise for a short-term assignment.

Fourth: A different school in the bargaining unit employee's area of expertise for a short-term assignment.

Fifth: The bargaining unit employee's regularly assigned school in a curricular area not within the bargaining unit employee professional expertise on a short-term assignment only.

Sixth: A different school in a curricular area not within the bargaining unit employee's professional expertise on a short-term assignment only.

C. A bargaining unit employee in the substitute pool who serves in a Category A position shall have the option to substitute only at the school in which he/she performs Category A duties.

D. If a substitute pool bargaining unit employee is incorrectly assigned, it shall be corrected on the next assignment or sooner, if possible. Such mis-assignments are not subject to the grievance procedure of this CBA; however, individual substitute pool bargaining unit employees may, by agreement, alter the above sequence or otherwise agree on a substitute assignment.

E. There shall be no reduction of salary, benefits or movement on the salary schedule or other terms and conditions of employment that normally accrue to bargaining unit employees because of the bargaining unit employee's participation in the pool of substitutes.

F. If it becomes necessary to develop evaluation procedures to address the special circumstances of the substitute pool, such language shall be mutually developed and agreed to between FEA and the District.

G. The process of establishing a pool of substitutes will be repeated as necessary on a semester basis.

Article 9 Bargaining unit employees not in classroom teaching positions

The work year calendar for School Counselors, Lead Resource Specialists, and New Teacher Mentors shall be 193 days, commencing five days prior to the first date for other certificated staff members, and ending three days after the last date for other certificated staff members.

School Counselors may be asked and required to do no more than 4 evenings of work that are related to the job duties e.g. Parent information nights. There shall be no additional compensation for this evening work. Note: Back to school night and

graduation shall not be included in the "no more than 4", as those are required of all bargaining unit employees already.

A. School Counselors are required to attend the Back to School Night for their assigned site along with other bargaining unit employees.

B. One member from the School Counselor team at each school site shall be required to attend that site's Department Lead Meetings as a representative of the team.

C. School Counselors shall have the same opportunities to participate in and be compensated for staff development days under Article 23 as other bargaining unit employees.

II. Psychologists

During the summer whenever there is a need for a consultant psychologist for psychological testing and follow-up on such testing, bargaining unit employee psychologists, if available, shall have the first right of acceptance or refusal for assignments for which they are qualified. Compensation for full days worked beyond the number of actual duty days shall be at the bargaining unit employee's per diem rate.

III. School Nurse Consultant

The School Nurse Consultant may be called upon to work up to 20 additional days per year, for a total of 205 days. Compensation for these additional days shall be at the per diem rate determined from the then-effective salary schedule. For each such duty day up to 205, the School Nurse Consultant may be asked to be available by phone for up to two (2) hours per day in excess of the normal duty hours for purposes of communication with medical professionals and parents in connection with individual student health issues. Compensation for such additional hours as documented by time sheets shall be at the prevailing hourly rate in accordance with Article 15 III. An additional ten days of on-call duty per year, as document by time sheets, may be compensated according to the full- time summer school pay scale.

IV: Bargaining unit employees within this article (which also includes Speech Language Pathologists, Library Media Teachers, and Psychologists in addition to the above referenced 193- day calendar people) shall have the same opportunity to substitute teach for compensation in the same manner as bargaining unit employees in classroom teaching positions, with the following limitations:

No more than two 90-minute blocks of subbing over any two days.

No more than two 45-minute periods in any one 7-period "skinny" day.

The philosophy behind the above limitations is to mirror the opportunity that a 5-period full time teacher would have.

Article 10 Part-time bargaining unit employees

I. In general

Bargaining unit employees may submit a written request for part-time employment status. All requests for part-time employment shall be considered before any reduction(s) in staff occur due to declining enrollment. If the request is denied, the Superintendent or the bargaining unit employee designee shall notify the requesting bargaining unit employee of the reasons for denial. Once granted, part-time status can be revoked by the District only with the consent of the bargaining unit employee. A bargaining unit employee may seek to revoke that status through the procedures in section IV below.

A. Options for part-time scheduling
In all cases, scheduling of part-time employment shall be agreed upon by the bargaining unit employee and the District. Part-time service shall be either:

1. Part-time all year during the regular school term, or

2. Full-time during the fall semester with the spring semester off or full-time during the spring semester with the fall semester off, only if the bargaining unit employee is involved in sharing the same full-time job with another bargaining unit employee who has chosen to work part time in accordance with this section. If one of the participants in a shared full-time job returns to full-time employment or resigns, the other participant shall return to full-time service unless or until another qualified bargaining unit employee is willing to share the same full-time position and subject to the following:

3. Restrictions on scheduling
Part-Time Collaboration Flexibility
No part-time schedule shall take effect until the first day of student attendance each school year; all bargaining unit employees shall provide full-time service for the teacher work days that precede the beginning of student attendance, and shall be compensated accordingly at a full-time rate for those days.

The District may only approve a bargaining unit employee's assignment to a part-time schedule greater than 0.6 FTE if the bargaining unit employee agrees to full participation in weekly bell schedule designated collaboration time as part of the duty day.

Bargaining unit employees assigned to 0.6 FTE (or fewer) may be excused from one collaboration per week. If the part-time member teaches a course that has regular collaboration periods during the day they are not assigned to teach, the part-time bargaining unit employee is required to keep apprised of the team's agreements regarding curriculum and student expectations. Each situation when a bargaining unit employee is assigned to 0.6 FTE or less is assessed and reviewed with

the site's FEA representative to review variables including, but not limited to: the impact on master schedule for students, which preps are taught, how various permutations would affect the part-time bargaining unit employee, and how various permutations would affect the rest of the site staff.

II. Duties

A. Meeting attendance

Part-time bargaining unit employees shall be required to attend no more than one staff meeting a month provided that such meetings are immediately adjacent to or within one hour of the beginning or ending of the bargaining unit employee's teaching assignment. If alternative meetings are provided by the administration which meet
the time constraints, the bargaining unit employee shall attend them in lieu of the regularly scheduled meetings. However, part-time bargaining unit employees may be required to attend emergency meetings or professional growth meetings essential to the member's assignment at any time.

B. Duty day

The duty day for part-time bargaining unit employees shall be determined by their annualized FTE and the number of days taught. For example, a 0.6 annualized FTE, who teaches the full academic year, shall have a duty day that is 60% of 450 minutes or 270 minutes when averaged over ten school days. A 0.5 annualized FTE, who teaches for one-half the days in the academic year, shall have a duty day that is 450 minutes when averaged over ten school days.

C. Non-paid co-curricular duties

Bargaining unit employees on a part-time assignment shall be assigned a pro rata share of the average of the non-paid co-curricular supervision duties for the school to which they are assigned. The decision as to the type and time of these activities will be made by the Principal or the bargaining unit employee designee after consultation with the bargaining unit employee. In making the decision as to the type and time of these activities, the Principal or the bargaining unit employee designee shall consider other commitments the member may have.

III. Benefits and compensation

A bargaining unit employee in part-time status at .5 FTE or greater shall ~~receive~~ be eligible to receive the same health and welfare benefits as a full-time bargaining unit employee. ~~if~~ The part-time bargaining unit employee shall be responsible to pay the difference between the bargaining unit employee's pro rata share and the District's costs of the health and welfare benefits. Part-time bargaining unit employees who choose not to enroll in benefits shall receive neither benefits nor compensation in lieu of benefits. Part-time bargaining unit employees who change to or are hired at less than .5 shall not be eligible for benefits or for compensation in lieu of benefits under this CBA for the duration of employment at less than .5 FTE

IV. Notice of Request to Increase FTE

To encourage early identification during the staffing process, current bargaining unit employee requests to increase FTE that are received by February 1st will be

given preference and priority over the hiring process. Fulfilling these requests is contingent upon open and available sections. Requests will be accepted and considered after February 1st; however, these requests cannot be guaranteed due to the start and timing of the hiring season. After February 1st a staff member requesting an increase in FTE that coincides with a posted opening will be considered along with all hiring applicants.

A bargaining unit employee on a part-time assignment shall have a priority ranking for re-entry into full-time status over a new full-time applicant for requests received by February 1st, and over bargaining unit employees on a part-time assignment of any kind with less seniority in the District. In cases where bargaining unit employees have equal seniority in the District, but differing numbers of periods in their assignment, and a full-time position is available for which both are equally qualified, a lottery will be employed to determine which bargaining unit employee receives the full-time position. Whenever possible, a part-time bargaining unit employee shall be permitted to increase his or her assigned duties by one or more periods to fill open permanent or temporary
section(s), subject to the conditions that follow:

A. the proposed increase in duties will not affect the full-time status of other bargaining unit employees

B. the proposed increase in duties will not result in a multi-school assignment

C. for a teacher, an opening exists for a course that the bargaining unit employee is properly credentialed to teach or for a non-teaching position for which the bargaining unit employee is fully qualified

D. for a psychologist, an opening exists for a psychologist, or for a course that the bargaining unit employee is properly credentialed to teach

E. for a School Counselor, an opening exists for a guidance position, or for a course that the bargaining unit employee is properly credentialed to teach

F. for a Library Media Teacher, an opening exists for a library position, or for a course that the bargaining unit employee is properly credentialed to teach

V. Part-time employment with full-time retirement benefits *(Willie Brown)*

A. Eligibility
Eligible bargaining unit employees may reduce their workload from full-time to part- time duties while retaining entitlement to receive retirement benefits as if employed full-time. To qualify, a bargaining unit employee must:

1. have reached the age of fifty-five or have completed 30 years of service as required by STRS or PERS, and

2. have been employed full-time in positions requiring certification for at least ten years, of which the immediately preceding five years were in full- time employment in the District.

B. Application

Eligible bargaining unit employees may submit a written request for part-time employment status. All requests for part-time employment shall be considered before any reduction(s) in staff occur due to declining enrollment. If the request is denied, the Superintendent or the bargaining unit employee designee shall notify the requesting bargaining unit employee of the reasons for denial. Once granted, part-time status can be revoked only with mutual consent of the District and the bargaining unit employee, and subject to any restrictions imposed by STRS or by law.

C. Minimum workload

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required of the bargaining unit employee during their final year of service in a full-time position. Such part-time service shall be either:

1. Part-time for a minimum of three periods or 50% of the contractual workday all year during the regular school year, or

2. Full-time for a minimum of one half of the service days in a school year, with the balance of the school year off, provided that the District's staffing needs can be met. If the bargaining unit employee is involved in sharing the same full- time job with another member who has also chosen to work part time and one of the participants in a shared full-time job returns to full-time employment or resigns, the other participant shall return to full-time service unless or until another qualified bargaining unit employee is willing to share the same full-time position.

D. Retirement fund contributions

The District and the bargaining unit employee shall make the contribution required of full-time bargaining unit employees to the State Teachers' Retirement System. Such contribution shall be based on the amount that the bargaining unit employee would be earning should the bargaining unit employee be employed full time.

E. Benefits and sick leave

Bargaining unit employees in this status shall receive the same health and welfare benefits provided to full-time bargaining unit employees. For computation of sick leave, the bargaining unit employee shall be entitled to that portion of the paid sick leave per year provided in Article 7 corresponding to the member's annualized FTE service. For example, a member providing full-time service for one half of the service days under section V.C.2 immediately above (0.5 annualized FTE) shall be entitled to 50% of the paid sick leave provided in Article 7. All other rights and benefits shall be retained provided that the part-time bargaining unit employee makes the same payments (if any) that would be required if still in full-time status.

Article 11 Curricular leadership positions

I. Oversight committee, PLATE

The Professional Learning Advisory Team of Educators ("PLATE") shall have oversight with respect the activities and positions described in this Article, and shall also serve as a channel through which unit members may influence the development of District teaching and learning goals and priorities. Eleven voting members are to be elected annually by FEA from the unit membership, with two from each school site and one to represent off- site unit members. Each shall be elected by site constituents to a one-year term, without limitation on the number of terms served. The District may select up to three administrators to serve, who shall also be voting members. PLATE shall set monthly meetings (or more frequently as may be necessary), and shall develop policies and practices for reporting to the unit membership and for soliciting information from them. Each elected FEA PLATE member shall receive an annual stipend of $1500 for his or her service in this capacity.

Due to decreasing funds available for PLATE and like positions, the District and FEA commit to a substantial review of PLATE's makeup, role, and purpose during the 2026-2027 school year with the understanding of reworking the committee and its parameters.

II. PLCs and Team Leads

Each bargaining unit employee shall participate in one or more Professional Learning Communities ("PLC") in furtherance of the aims of the District belief statements. PLCs may be structured as course-alike teaching teams at a site, or across sites, or be formed on the basis of a common cross-departmental interest (for example, improving student research skills), or based upon such other shared goals toward which the bargaining unit employees may contribute and through which their instruction may benefit, subject to site Principal approval. Each such PLC may, if desired, designate a member as a Team Lead. The Team Lead shall facilitate planning and meetings, coordinate with other curricular leaders and groups, and seek such support as the team may find helpful. No compensation shall be provided if a PLC does not choose a Team Lead; if a PLC desires but is unable to agree on a Team Lead, the site Principal shall resolve the issue.

A. PLC members who desire to continue their work during the summer recess may meet as a team to advance the work of the PLC and each participating team member shall be compensated for up to 20 hours at the current hourly rate. This shall be an off-the-top cost rather than a bargaining unit cost.

III. Curriculum Leads

The District may designate one or more Curriculum Leads, as deemed prudent by the District, to serve in coaching Team Leads, preparation of professional development activities, sharing of resources across sites, and calibrating of expectations and standards. It is expected that a Curriculum Lead will be expert in the subject matter within the bargaining unit employee purview, will typically serve all corresponding departments across sites, and shall be granted release time for these duties. This position shall be subject to the provisions of Article 5 XI above for Non-Standard

Duty Assignments. Curriculum Leads may be paid at per diem rate for summer work, as approved by PLATE. Funding for these positions shall be off-the-top for the duration of this CBA with a sunset of June 30, 2029.

IV. New Teacher Mentors

A. To assist in the induction and development of new and other participating teachers, PLATE shall establish a process for the selection of New Teacher Mentors and determine the necessary qualifications. New Teacher Mentor positions shall be established and maintained in compliance with Article 5 XI above, as Non-standard Duty Assignments, and will be subject to all provisions of that section.

V. Department Leads

A. Selection process

The selection process for Department Leads is intended serve to several goals: provide qualified staff for each position, permit unit members to participate in the process, provide for periodic review of each position, and maintain overall school stability by limiting the number of changes made in any one year. Department Leads shall be selected by the Principal, in consultation with the faculty, as set forth below. Department Leads shall be subject to review and re-application on a three year cycle, as set forth in the rotation matrix provided below. No Department Lead has any entitlement to re-appointment, regardless of length of time served in the position. To ensure accessibility to departmental colleagues and to the administration, all Department Leads must be full-time teachers. Any full-time member of the department may apply.

1. Interview process

An interview panel shall be formed for each Department Lead position under review, even if only one candidate applies, and even if that one candidate is the incumbent. The interview panel shall include a representative from each of the English, Mathematics, Science, Social Studies, Special Education, and World Language departments. Representatives from all other departments shall be invited, but their attendance is not mandatory. The FEA site President shall communicate with the unit members to solicit department representatives. The unit members of each department, not the site administrators or Department Lead, shall select their representative. Any unit member of the department who is not a candidate for the position may be selected by the department as the representative.

B. Out-of-sequence review

The parties recognize that from time to time performance issues might arise. In that event, the Principal may, for good cause, re-open the application process before the time set in the rotation matrix. However, it is expected that this will be done sparingly and only as necessary, to minimize disruption, and that the position will be remain subject to re-application on the original schedule in the rotation matrix. Similarly, if a Department Lead voluntarily leaves the position, any replacement will serve until the next regular rotation date.

C. Duties

Department Leads will emphasize working cooperatively with staff members to develop curriculum that will stimulate the appropriate learning and support state standards and Board adopted policies.

D. Release time

Department Leads for the English, Mathematics, Social Studies, World Language, and Science departments shall be granted one period of release time for the purpose of performing Department Lead duties. To ensure that this release period is available for use for departmental purposes, Leads for the above named departments are not eligible to take on an additional teaching section. Thus, Department Leads for these departments are expected to teach four sections and have 2 ERAPs over an academic year, with one departmental release period. No stipend is provided.

E. Stipends

Department Leads for the following departments shall receive an annual stipend based upon the number of total sections in the department, but no departmental release period:

- Art
- Business
- Industrial Technology
- Living Skills
- Music
- Physical Education

Annual stipend amounts are as follows: 1 – 10 sections, $3000; 11-20 sections, $3500; 21 or more sections, $4500.

F. EL Coordinators

1. An EL Coordinator must be a full-time bargaining unit employee. However, in light of the wide variation in number of students served, nature of the population served, or other conditions unique to a particular site, and the need for equity in duty assignments for all EL coordinators, variation from site to site is expected in the duties and compensation for the position. To address these variations, the District shall consult with FEA annually in the Spring regarding the needs anticipated at each site for the coming year for the EL Coordinator position in the number of classes to be taught, and what compensation (release period(s) or stipend) is appropriate. The aim would be to reach agreement in time for the creation of site staffing plans and master schedules. Depending upon site characteristics, the EL Coordinator at a site with relatively few EL students would receive a stipend, while schools with more comprehensive and involved EL program would allocate one or more release periods. Stipend amounts shall not exceed the maximum stipend set above for Department Leads. Criteria to be considered each year shall include the total number of English learners, ratio of newcomer English learners to long-term English learners, quantity and

nature of support provided by administrators, Guidance Counselors, and/or para-educators, and the volume and nature of responsibilities performed.

2. Additional duty days
In accordance with Article 5 I above, EL Coordinators may be required to work up to seven additional days in the summer, at the request of local site administration, who will determine the need for, schedule, and extent of such services. The additional duty will be set within the 5 days immediately after end of school and/or five days before beginning of school. Compensation for the additional services will be computed from the bargaining unit employee's per diem rate derived from salary schedule placement.

G. Review cycle matrix:

	CHS	FHS	HHS	LHS	MVHS
English	1	2	1	3	2
Mathematics	3	3	2	1	1
Social Studies	2	1	3	2	3
Science	1	2	1	3	2

	CHS	FHS	HHS	LHS	MVHS
Art	3	3	2	1	1
Business	2	1	3	2	3
Industrial Technology	1	2	1	3	2
EL Coordinator	3	3	2	1	1
Living Skills	2	1	3	2	3
World Languages	1	2	1	3	2
Music	3	3	2	1	1
Physical Education	2	1	3	2	3

Notes: Schools review NO MORE than four Leads in any single year.

Leads with a (1) in the matrix will be reviewed during the 2027-2028 academic year. Leads with a (2) in the matrix will be reviewed during the 2028-2029 academic year. Leads with a (3) in the matrix will be reviewed during the 2029-2030 academic year.

Article 12 Workplace safety

I. Compliance with regulations and safety codes

Neither the District nor any bargaining unit employee shall knowingly violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA), or the California Fire Code.

II. Assault on bargaining unit employees

Bargaining unit employees shall immediately report any threats, assault, and/or battery suffered in connection with their employment to their site Principal or designee who shall immediately take appropriate action and report the incident to the police and notify the District Superintendent.

III. Unsafe conditions

The District shall not knowingly require bargaining unit employees to perform tasks that present a clear and present danger to the health or safety of the bargaining unit employee. Any unsafe condition noted by a bargaining unit employee shall be reported to the site Principal or designee. The Principal or designee shall investigate the condition and report to the bargaining unit employee the findings of the investigation, any repairs needed, and the timeline for correction of the unsafe condition.

IV. CPR program

The District shall provide one or more opportunities per year for bargaining unit employees to participate in a cardiopulmonary resuscitation (CPR) course. Participation shall be voluntary. At least one opportunity shall be offered on a duty day or as an alternative for eligible bargaining unit employees during a scheduled teacher work day.

Article 13 Evaluation

I. General principles

The principal objective of evaluation is to maintain or improve the quality of education in the District and provide for the performance accountability of bargaining unit employees. Each bargaining unit employee shall be held accountable for only the aspects of the educational program over which the member has authority and control.

II. Timing and calendar considerations

The evaluation period shall commence on the first duty day of the school year and shall continue until the final summary evaluation conference is concluded in the spring. The basic sequence of events in the standard evaluation of a bargaining unit employee shall be as follows:

Reflective conversation / professional dialog
Observation
- Pre-observation conference(s) (optional)
- Observation(s)
- Written observation report(s) given to bargaining unit employee
- Post observation conference(s)

Written summary evaluation/conference
- Pre-summary evaluation conference
- Summary evaluation report

Post-summary evaluation report conference (if requested by bargaining unit employee)

Provisions for an alternate evaluation process are also set forth below.

III. Standards for evaluation

A. Classroom teachers

The fundamental basis for evaluation, and the foundation for summary evaluation, is the California Standards for the Teaching Profession (CSTP). These standards are to be applied in light of the duties and responsibilities contained in this CBA, job descriptions, school and district regulations specifically related to the bargaining unit employee's assignment, and specific responsibilities set forth in the School Plan, if applicable.

B. The CSTP

The standards are as follows:

2024 California Standards for the Teaching Profession

CSTP 1: Engaging and Supporting all Students in Learning
1A Focus on Student Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore their identities and extend their learning. **1B Knowledge of Students** Teachers elicit and solicit knowledge of each student's assets and needs including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in service of increasing active engagement in learning. **1C Student Backgrounds and Family Engagement** Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well- being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning. **1D Diversity and Equity** Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths and needs, and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.
CSTP 2: Creating and Maintaining Effective Environments for Student Learning
2A Learning Environment Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic, and social-emotional growth. **2B Student Behavior** Teachers communicate, model, practice and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity and productive interactions to maximize opportunities for each student to learn and thrive. **2C Organizational and Resource Management** Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. **2D Inclusive Environment** Teachers build on students' assets — students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.
CSTP 3: Understanding and Organizing Subject Matter for Student Learning
3A Knowledge of Subject Matter and Pedagogy Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development. **3B Connecting Subject Matter to Real-World Contexts** Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. **3C Curriculum and Resources for Specific Students and Student Groups** Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.

3D Content and Skills Across Subjects Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.
3E Curriculum Materials and Resources Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social-emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students

4A Planning Instruction for Student Learning Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.
4B Designing and Developing Instruction for Student Learning Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.
4C Facilitating Instruction for Student Learning Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.
4D Adapting Instruction for Student Learning Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.

CSTP 5: Assessing Students for Learning

5A Understanding and Using Assessments Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.
5B Interpreting and Using Assessment Data to Inform Student Learning Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.
5C Communication of Assessment and Data
Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals
and student progress.
5D Assessment for Continuous Improvement Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.

CSTP 6: Developing as a Professional Educator

6A Reflection on Practice Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.
6B Focused Professional Learning Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction, and assessment, social-emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.
6C Collaboration with Colleagues Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.
6D Collaboration with Families, Guardians, and the Community Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.
6E Ethical Conduct and Professional Responsibilities Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision- making as they conduct their responsibilities with a focus on each student's learning and well-being.
6F Activating Access and Equity Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.
6G Personal Growth and Well-Being Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

C. Non-teaching members
The basis for the summary evaluation for non-teaching members shall be the same elements as for teaching members when they are appropriate, viewed in light of the different job responsibilities for such positions.

D. Aids to meeting standards
The District provides electronic communication facilities that may assist bargaining unit employees who are classroom teachers in meeting the standards. In particular, teachers are encouraged (although not required) to post class assignments on-line or otherwise make them accessible to students and families off-site.

IV. Annual conference

By October 1 of each year, each bargaining unit employee will meet with the evaluating administrator for a reflective conversation/professional dialogue that might include, but is not limited, to the bargaining unit employee's intended emphasis from the CSTP shown above. At the Annual Conference a determination shall be made regarding the evaluation process to be followed for that school year, whether the standard process or alternative process. Nothing discussed in the Annual Conference shall preclude the administrator from evaluating the teacher on all elements as outlined in section III above.

V. Alternative process

Each permanent certificated bargaining unit employee who has received a satisfactory rating on their last evaluation is entitled to opt for an alternative evaluation process.

This alternative process will be developed collaboratively and agreed upon by the evaluator and the bargaining unit employee and shall include a mid-year process review. One purpose of this option is to allow an evaluation that is customized to the bargaining unit employee's situation, interests, and needs, and to permit the value of the evaluation process to the bargaining unit employee to be maximized. Proposals for the particular process to be used may be suggested by either the bargaining unit employee or the evaluator. If no agreement on the particular process to be used is reached between the bargaining unit employee and the evaluator, the bargaining unit employee will be evaluated according to the standard process. If the alternative process is selected, it shall remain in effect for the entire evaluation period, unless there is agreement to return to the standard process.

VI. Standard evaluation details

A. Observation – Classroom Teacher

1. Pre-observation conference

A pre-observation conference is required unless waived by the FEA Member and with agreement from the Administrator. The pre-observation conference is an opportunity for the bargaining unit employee to demonstrate evidence of meeting CSTPs 4 and 5 which describe plans the teacher makes and assessment strategies they plan to use.

2. Duration of observation

For both probationary/temporary and permanent bargaining unit employees, the observation report shall be based upon a full period or block, unless the observer and member agree to a different time period. The observer may make additional observations for less than a full class period. In the event the observer intends to use information gathered during the additional observation period as part of the observation report and/or in the summative evaluation, such information shall be conveyed to the bargaining unit employee in the form of a written email. A copy of the email shall be provided to the member within fifteen days of the shorter observation.

3. Post-observation report

The full-period observation shall be followed by a post- observation report conference in which the observer and member shall review the written observation(s). In the event the evaluator chooses to write a memorandum following a shorter observation as described in part VI.2. above, an observation conference shall be held if requested by either the bargaining unit employee or the evaluator. The form for the post-observation report shall be as follows:

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated Employee Classroom Observation Report

Name:		School:		Date:	
Position:		Class Observed:		Observation Length:	

Employment Status: Probationary 0 ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐

Engaging and supporting all students in learning	**Comments**
1A Focus on Student Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore their identities and extend their learning. **1B Knowledge of Students** Teachers elicit and solicit knowledge of each student's assets and needs including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in service of increasing active engagement in learning. **1C Student Backgrounds and Family Engagement** Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well- being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning. **1D Diversity and Equity** Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths and needs, and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and	

positive outcomes for each student.	

Creating and maintaining effective environments for student learning	Comments
2A Learning Environment Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic, and social-emotional growth. **2B Student Behavior** Teachers communicate, model, practice and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity and productive interactions to maximize opportunities for each student to learn and thrive. **2C Organizational and Resource Management** Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. **2D Inclusive Environment** Teachers build on students' assets — students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.	

Understanding and organizing subject matter for student learning	Comments
3A Knowledge of Subject Matter and Pedagogy Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development. **3B Connecting Subject Matter to Real-World**	

Contexts Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. **3C Curriculum and Resources for Specific Students and Student Groups** Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth. **3D Content and Skills Across Subjects** Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter. **3E Curriculum Materials and Resources** Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social-emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	

Planning Instruction and designing learning experiences for all students	**Comments**
4A Planning Instruction for Student Learning Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests. **4B Designing and Developing Instruction for Student Learning** Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach. **4C Facilitating Instruction for Student Learning**	

Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy. **4D Adapting Instruction for Student Learning** Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	

Assessing student learning	**Comments**
5A Understanding and Using Assessments Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. **5B Interpreting and Using Assessment Data to Inform Student Learning** Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning. **5C Communication of Assessment and Data** Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress. **5D Assessment for Continuous Improvement** Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	

Developing as a professional educator	Comments
6A Reflection on Practice Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness. **6B Focused Professional Learning** Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction, and assessment, social-emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals. **6C Collaboration with Colleagues** Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs. **6D Collaboration with Families, Guardians, and the Community** Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being. **6E Ethical Conduct and Professional Responsibilities** Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision- making as they conduct their responsibilities with a focus on each student's learning and well-being. **6F Activating Access and Equity** Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive. **6G Personal Growth and Well-Being** Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.	

Employee Strengths:

-
-
-
-
-

Opportunities for growth

-
-
-

Additional evidence needed to complete all six standards:

Overall Rating:	Meeting Standards	☐	Approaching Standards	☐	Unsatisfactory	☐

Evaluator's Signature: _____ Printed Name: _____ Date: _____

Evaluatee's Signature: _____ Printed Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within 10 days)

4. Use of the report in summary evaluations
For bargaining unit employees on a two-year evaluation cycle, observations conducted in either of the preceding two years may be used in preparing summary evaluations. However, if material of a negative nature is to be included in the summary evaluation, such material can only come from observation reports from the year in which the summary evaluation takes place.

B. Observation – non-teaching bargaining unit employees
The terms and conditions specified for classroom teachers in Sections 1 - 4 above shall also apply for probationary/temporary and permanent bargaining unit employees who are not in classroom teaching assignments. The bargaining unit employee has the responsibility to inform the observer of the nature of confidentiality, if appropriate, while observing the bargaining unit employee perform their specialized duties.

C. Observation Report: After any observation, but prior to the post observation conference, the bargaining unit employee shall have the right to receive a copy of the observation report and shall have the right to have FEA representation at the observation conference. Any bargaining unit employee who receives a less than "Meeting Standards" observation report shall, upon request, be entitled to one subsequent observation of a different class, post-observation conference, and written observation report for the requested observation. Nothing shall preclude the District from conducting additional observations of any class. Subsequent observations shall include observations of class period(s) other than that class observed in the initial observation, and where possible a different course taught by the bargaining unit employee.

a. The bargaining unit employee's immediate supervisor, Principal/designee, or, in the case of District Office personnel, the Superintendent/designee, shall identify and promptly notify the bargaining unit employee of deficiencies following the observation and shall assist in a timely manner with positive action to correct any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendation.

b. If a bargaining unit employee receives an unsatisfactory observation report, they may select an alternate observer from that school site's management team, and subsequent observation(s) shall be conducted by the newly selected observer. Only one such change may occur during an evaluation cycle. Nothing contained herein shall preclude the District from assigning additional observers.

VII. Less than "Meeting Standards" evaluations:
No bargaining unit employee shall receive an "Approaching Standards" or "Unsatisfactory" summary evaluation unless the evaluation procedures of this Article have been followed.

VIII. Summary evaluation

A. Permanent bargaining unit employees
Except as provided in section 1 below, each permanent bargaining unit employee shall be formally evaluated in writing at least once every two years of service (time spent away from the district on a leave of absence of a year or more need not be counted for this purpose). A bargaining unit employee may be evaluated annually at the option of the evaluator. Each evaluation shall be completed no later than May 1 of the year in which the evaluation takes place.

1. Lengthened cycle

For eligible permanent members, the evaluation cycle may be lengthened to at least once every five years, in accordance with Education Code § 44664(a). To be eligible, a member must:

a. have been employed by the District for at least 10 years;

b. be designated as highly qualified within the meaning of 20 U.S.C.§ 7801; and

c. have been rated as "MEETING STANDARDS" on the bargaining unit employee's most recent previous evaluation.

The lengthened cycle provided by this section requires the mutual consent of the evaluator and the bargaining unit employee. Such consent may be withdrawn by either at any time.

B. Probationary/temporary

Each probationary/temporary bargaining unit employee shall be observed at least two times per year. Each probationary/temporary bargaining unit employee shall be formally evaluated in writing at least once per year, no later than May 1.

IX. Written reports

Following the pre-summary evaluation conference, the evaluator shall prepare a written evaluation and assessment report of the bargaining unit employee's performance. The written evaluation report shall be transmitted to the bargaining unit employee not later than May 1 for the school year during which the evaluation is taking place. If an alternative process has been followed, a report regarding the level of success attained by the bargaining unit employee as a result of the alternative evaluation process shall be prepared by the evaluator as the summary evaluation and signed by the evaluator.

A. Within five days following the receipt of the written evaluation report, the teacher shall sign and return the original copy of the report to the administrator/evaluator. A post-summary evaluation conference shall be held, if requested by the bargaining unit employee, no later than the last working day of May.

B. Comments in the Commendations/Suggestions section of the summary evaluation for bargaining unit employees shall be referenced to the appropriate standards. No comments in this section of the summary evaluation shall be included which are not referenced to the standards.

C. If negative evaluative comments are to be included by the evaluator as an addendum to the written summary evaluation, such inclusion shall be accompanied by a statement written by the bargaining unit employee, if the bargaining unit employee so desires. However, a bargaining unit employee shall not receive a lesser rating than that given at the final evaluation conference.

D. If the evaluator chooses to include positive narrative comments as an addendum to the written summary evaluation after the transmission of the evaluation report, the evaluator may change a rating to a higher rating (e.g. "Unsatisfactory" rating to an "Approaching" rating or higher).

E. A member may attach written comments to the written summary evaluation, which shall be included in the bargaining unit employee personnel file subject to the following procedure:

1. The information shall be submitted in writing to the evaluator and a conference may be held to discuss the inclusion. If the evaluator does not wish to amend the summary evaluation, the member may have his written comments attached to the summary evaluation and included in the bargaining unit employee personnel file.

F. The forms for the written summary evaluation shall be as reproduced below (separate forms are provided for bargaining unit employees in non-classroom teaching positions).

Certificated School Psychologist Observation Assessment Tool

Name:	**Employment Status:**
Assignment Location(s):	**Date of Initial Conference:**
Date of Observation(s):	
Evaluator:	**Date of Final Conference:**

Protocol:

- At the initial collaborative conference, the evaluator and school psychologist check-off the domains relevant to the current assignment. The school psychologist will develop up to three domain specific goals.
- At the final conference, the administrator will present the completed Evaluation form.

1. Unsatisfactory- Skill not evidenced
2. Approaching Standards- Skills minimally evidenced
3. Meeting Standards- Skill evidenced

Domains Applicable to Assignment	Domain	1	2	3
	1. Data-based Decision Making and Accountability School psychologists utilize their knowledge of data-based decision making and accountability, diversity in development and learning, as well as research and program evaluation to assist staff with designing, implementing, and evaluating services and programs.	1	2	3
	Uses a problem-solving framework as the basis for all professional activities.			
	Collects and uses assessment data to understand students' needs/challenges.			
	Conducts comprehensive and legally defensible assessments to identify students' eligibility for special education and other educational services.			
	Designs, implements, and uses data collection procedures for the evaluation of the effectiveness of school-based interventions and programs.			

Evidence:

	2. Consultation and Collaboration School psychologists consult, collaborate, and communicate with others during design, implementation, and evaluation of services and programs to promote effective services.	1	2	3
	Uses a consultative problem-solving process to plan, implement, and evaluate academic and mental health services.			
	Collaborates with members of the educational team to synthesize information from an evaluation regarding the presence of a disability, impact on learning, and/or eligibility and recommendations.			
	Consults and collaborates at the individual, family, group, and systems levels to facilitate systems changes to benefit the school community.			

Evidence:

	3. Interventions and Instructional Support to Develop Academic Skills School psychologists, in collaboration with others, use assessment and data-collection methods to implement and evaluate services that support cognitive and academic skills.	1	2	3
	Utilizes all available student information including individual characteristics to inform evidence-based instruction, intervention, service delivery decisions. This may include referral to district and community resources.			
	Participate on the Student Assistance Team (SAT). Help to screen students, recommend appropriate short and long-term interventions, and assist in the implementation and monitoring of the interventions.			

Evidence:

	4. Interventions and Mental Health Services to Develop Social and Life Skills School psychologists use assessment and data collection methods to implement and evaluate services that support behavior, socialization, learning, and mental health.	1	2	3
	Integrates developmentally appropriate behavioral and mental health services with academic and social/emotional learning goals for students.			
	Facilitates in the development and implementation of curriculum and programs at individual, group, classroom and school-wide levels for student behaviors.			
	Considers the antecedents, consequences, functions, and potential causes of behavioral difficulties that may impede learning or socialization.			

Evidence:

	5. School-Wide Practices to Promote Learning School psychologists, in collaboration with others, provide training, develop and implement practices and strategies to create and maintain effective and supportive learning environments for children and others.	1	2	3
	Works collaboratively with school staff to enhance and support school-wide instructional practices for academic, social/emotional, and behavioral skills.			
	Promotes the development and maintenance of supportive learning environments (trauma informed care, restorative justice, PBIS, attendance).			
	Assists with the development and/or delivery of staff professional development.			

Evidence:

	6. Preventive and Responsive Services School psychologists promote services that enhance learning, mental health, safety, and physical wellbeing through protective and adaptive factors and to implement effective crisis preparation, response, and recovery.	1	2	3
	Promotes recognition of risk and protective factors.			
	Participates in school crisis teams.			
	Provides direct counseling, behavioral coaching, and indirect interventions through consultation for students who experience mental health problems.			
	Develop, promote, and evaluate wellness & resilience programs.			

Evidence:

	7. Family–School Collaboration Services School psychologists communicate clearly and design, implement, and evaluate services that facilitate family and school partnerships and interactions with community agencies for enhancement of students' behavior, socialization, learning, and mental health.	1	2	3
	Reports and interprets evaluation results and other student data in ways that can be understood by parents and other non-specialists.			
	Promote strategies for safe, nurturing, and dependable parenting and home interventions.			
	Help create linkages between schools, families, and community providers, help coordinate services when programming.			

Evidence:

	8. Diversity in Development and Learning School psychologists promote effective functioning for individuals, families, and schools with diverse characteristics, cultures, and backgrounds, and across multiple contexts.	1	2	3
	Applies understanding of the influence of culture, background, and individual learning characteristics.			
	Utilizes a problem-solving framework for addressing the needs of students with diverse characteristics.			
	Promote fairness and social justice and provide culturally competent and effective practices.			

Evidence:

	9. Research and Program Evaluation School psychologists evaluate and apply research as a foundation for service delivery and, in collaboration with others, use various techniques and technology resources for data collection, measurement, analysis, and program evaluation to support effective practices at the individual, group, and/or systems levels.	1	2	3
	Incorporates techniques for data collection, analysis, and accountability in evaluation of services.			
	Engages in professional reading of current research and practice.			

Evidence:

	10. Legal, Ethical, and Professional Practice School psychologists provide services consistent with ethical, legal, and professional standards, and develop and sustain professional involvement and leadership to ensure continued learning for effective school psychological services.	1	2	3
	Practices in ways and engages in collaborative relationships that are consistent with ethical, professional, and legal standards and regulations.			
	Assists school personnel and parents in understanding and adhering to legislation and regulations.			
	Seeks professional growth and learning opportunities to advance own knowledge and skills.			
	Uses efficient and effective methods for meeting job roles and responsibilities including timely record keeping and communication with others.			

Evidence:

Adjunct Duties and/or activities that support student progress:

Commendations:

Professional Growth Activities:

Suggestions to enhance professional development:

Overall Rating: Meeting Standards ☐ Approaching Standards ☐ Unsatisfactory ☐

Evaluator's Printed Name:_____ Date:_____

Evaluator's Signature:_____ Date:_____

Evaluatee's Printed Name::_____ Date:_____

Evaluatee's Signature:_____ Date:_____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

Certificated Speech-Language Pathologist Observation Assessment Tool

Name:	**Employment Status:**
Assignment Location(s):	**Date of Initial Conference:**
Date of Observation(s):	**Date of Final Conference:**
Evaluator:	

Protocol:
At the initial collaborative conference, the evaluator and Speech-Language Pathologist will collaborate to check off the domains applicable to the current assignment.

1. **Unsatisfactory** – Skill not evidenced
2. **Approaching Standards**– Skill minimally evidenced
3. **Meeting Standards** – Skill evidenced

Domains Applicable to Assignment	Domain	1	2	3
	1. Professional Skills and Responsibilities • *Content Knowledge* (CSTP #3: Understanding & organizing subject matter for student learning) • *Instructional Planning for Student Growth* (CSTP #4: Planning Instruction & designing learning experiences for all students)			
	Demonstrates knowledge of content and expertise for students' language and communication growth			
	Organizes and facilitates assessment to support and target student progress and emotional wellness			
	Exhibits and maintains professionalism during interaction with parents, students, and colleagues			
	Meets school district's requirements for timely record keeping			

Evidence:

	2. *Communication Skills* • *Student Engagement* (CSTP #1: Engaging and supporting all student learning)	1	2	3
	Recognizes and respects the cultural and social identities of others when having professional conversations with all students, staff, and parents			
	Communicates with students, families, and other stakeholders about student progress			
	Maintains and communicates high expectations for every student, regardless of cultural, social, or economic background			

Evidence:

	3. Evaluation & Assessment • *Student Data & Self-Assessment* (CSTP #5: Assessing student learning)	1	2	3
	Uses students' prior knowledge, life experience and interests to make meaningful decisions for language/communication goals			
	Uses a variety of resources and technologies to meet and to respond to students' diverse needs			
	Facilitates conversations promoting autonomy of choice, leading to pride and confidence in making decisions appropriate to the students' language/communication needs and social-emotional health			
	Collects and uses multiple sources of data and appropriate tools to assess student language/communication needs and social-emotional health			
	Integrates all results from the evaluation process to develop diagnostic impressions			
	Collaborates with members of the educational team to synthesize information from the evaluation to determine presence of disability, level of severity, impact on language/communication, and/or eligibility/recommendations			

Evidence:

	4. Student Support and Interventions • *Classroom Environment* (CSTP #2: Creating and maintaining effective environments for student learning)	1	2	3
	Collaborates with the educational team to create treatment plans that are functional and educationally/ developmentally relevant			
	Prepares for treatment sessions by incorporating instruction/curriculum into treatment strategies to make progress towards language/communication goals			
	Identifies appropriate treatment methods and implements goals including evidence-based practice to support student growth			
	Uses a variety of materials and methods and incorporates advancing technology into administrative and therapeutic tasks			

Evidence:

	5. Professional Development (CSTP #6: Developing as a professional educator)	1	2	3
	Collaborates with colleagues to improve professional practice, analyze data, and share instructional strategies			

	Reflects on professional practice and planning professional development			
	Establishes professional goals and pursues opportunities to grow professionally			

Evidence:

Adjunct Duties and/or activities that support student progress:

Commendations:

Professional Growth Activities:

Suggestions to enhance professional development:

Overall Rating:	Meeting Standards	☐	Approaching Standards	☐	Unsatisfactory	☐

Evaluator's Printed Name:_____ Date:_____

Evaluator's Signature:_____ Date:_____

SLP's Printed Name:_____ Date:_____

SLP's Signature:_____ Date:_____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated Teacher Librarian Observation Report

Name:		School:		Date:	
Position:	(subject) **Teacher Librarian**	Class Observed:		Observation Length:	
	Employment Status:				

Standard #1: ***Student Engagement & Environment*** **(CSTP #1: Engaging and supporting all student learning)** **(CSTP #2: Creating and maintaining effective environments for student learning)**	**Comments**
• Creates a physical environment that includes and engages all students • Establishes a climate that promotes fairness and respect • Establishes and maintains standards for student behavior • Plans and implements library procedures and routines that support student learning • Uses instructional time effectively	

Standard #2: *Content Knowledge* (CSTP #3: Understanding & organizing subject matter for student learning)	**Comments**
• Oversees the computer and computer based resources in the library to ensure access to students and teachers • Collaborates with all staff in a variety of ways to support student learning • Establishes site procedures and rules for the library and ensures their implementation • Manages the library budget and interfaces with district personnel to ensure appropriate purchases are made for the library collection • Maintains current and accurate library records • Assesses future needs of the library and the students and staff with regard to library materials and technology • Provides leadership for use of technology at the school • Demonstrates strong computer and library information skills • Curates the library collections including collaboration with teachersDemonstrates knowledge of Model School Library Standards for California Public Schools • Organizes library materials and curriculum to support student understanding of subject matter across the curriculum • Interrelates ideas and information within and across subject matter areas • Develops student understanding through instructional strategies that are appropriate to the subject matter across the curriculum • Curates and uses materials, resources, and technologies to make subject matter accessible to students	

Employee Strengths:

Opportunities for growth?

Additional evidence needed to complete all six standards:

Overall Rating: Meeting Standards ☐ Approaching Standards ☐ Unsatisfactory ☐

Evaluator's Signature: _____ Printed Name: _____ Date: _____

Evaluatee's Signature: _____ Printed Name: _____ Date: _____

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

FREMONT UNION HIGH SCHOOL DISTRICT
Certificated School Counselor Evaluation Report

Name:	Employment Status:
Assignment Location:	Date of Initial Conference:
Dates/Observation events:	
Evaluator:	Date of Final Conference:

STANDARD 1 **Professional School Counselor Development**	Comments Meeting Standards | Approaching Standards | Unsatisfactory
• ELEMENT 1A: LEADERSHIP - Effective school counselors emphasize leadership in the creation of comprehensive school counseling programs. School counselors exhibit leadership qualities through collaboration, advocacy, utilizing measurable student outcomes, and a dedication to social justice and equity. • ELEMENT 1B: REFLECTIVE & ETHICAL PRACTICE - Effective school counselors emphasize the importance of upholding ethical mandates and developing a critical reflective practice. • ELEMENT 1C: PROFESSIONAL DEVELOPMENT - Effective school counselors continuously refine their skills, expand their knowledge base, and enhance their effectiveness in supporting the academic, personal, and social growth of their students through ongoing professional development. • ELEMENT 1D: CULTURALLY AND LINGUISTICALLY RESPONSIVE SCHOOL COUNSELING - Effective school counselors recognize and leverage the cultural assets and resources students of diverse backgrounds, rejecting biased or stereotypical materials and enhancing the curriculum to embrace their heritage. *Examples include:*	Claim: Evidence: Impact:

• Developing action plans to yield measurable student outcomes that demonstrate intentionality within the scope of services delivered to all students. • Assesses and develops a plan for areas of professional growth through self-reflective practice • Stays current on innovations in the field of school counseling and education, by reviewing relevant literature, staying up-to-date with research and is informed on best practices. • Integrates students' diverse cultural backgrounds and life experiences into school counseling practices.	

STANDARD 2 **School-Based Mental Health**	Comments Meeting Standards | Approaching Standards | Unsatisfactory
• ELEMENT 2A: SCHOOL-WIDE MENTAL AND BEHAVIORAL HEALTH PROMOTION - Effective school counselors focus on preventive care rather than reactive. Activities associated with this standard include preventing academic and/ or social problems by building a healthy learning environment for students. This includes building systems and addressing policies where mental and behavioral health are valued and prioritized and by employing inclusive and culturally responsive strategies that reduce stigma and remove systemic barriers. • ELEMENT 2B: COMPREHENSIVE MENTAL HEALTH SERVICES FOR IDENTIFIED STUDENTS - Effective school counselors play a vital role in early identification of students or subgroups who display early signs and symptoms of mental health problems through specialized support services. • ELEMENT 2C: ADDRESSING ACUTE AND CHRONIC MENTAL HEALTH NEEDS - Effective school counselors are at the intersection of education with intensive support systems to address acute and chronic mental health needs of students. This includes conducting suicide assessments and working as a conduit for therapeutic treatment of students. *Examples include:*	Claim: Evidence: Impact:

• Collaborate within educational systems to foster a robust, welcoming, and encouraging school environment • Design and monitor systems for early identification of students needing additional mental health support. • Participate in interdisciplinary teams to provide care coordination including identifying, referring, monitoring, and evaluating progress.	

STANDARD 3 **School Counseling Domains: Academic, Postsecondary, and Social Emotional Development**	Comments Meeting Standards | Approaching Standards | Unsatisfactory
• ELEMENT 3A: ACADEMIC DEVELOPMENT - Effective school counselors foster academic excellence and success for all students by considering individual strengths, needs, and challenges. School counselors collaborate with various educational partners to provide appropriate support, eliminate barriers, and guide students on their educational pathways, contributing to a positive and empowering learning experience for all students within the school community. • ELEMENT 3B: POSTSECONDARY DEVELOPMENT - Effective school counselors work within a cradle to career support system. In a scope and sequence frame, they educate students at all grade levels and prepare students to access various postsecondary options and provide comprehensive information regarding career pathways and financial aid to support informed decision making. Additionally, they educate students and caregivers on the sequential steps needed to prepare for admission into postsecondary institutions and workforce opportunities. • ELEMENT 3C: TRANSFORMATIVE SOCIAL EMOTIONAL DEVELOPMENT - Effective school counselors provide grade-level appropriate Social Emotional Learning (SEL) lessons, fostering emotional intelligence and well-being in students. This comprehensive approach integrates SEL principles into a schoolwide skill-building system, aligned with grade-level standards and SEL benchmarks, ensuring a positive and	Claim: Evidence: Impact:

lasting impact on students' lives both inside and outside the school environment. *Examples include:* ● Collaborate with students to develop academic plans and equitably address academic needs by implementing an ongoing review system that includes, but is not limited to credit recovery, tutoring, skill-based interventions toward meeting promotion and graduation requirements. ● Guide and advise students about the various post-secondary eligibility criteria and options available to them, such as 2-year colleges, 4-year colleges, technical colleges, the military, apprenticeships, and direct employment opportunities. ● Provide self management and relationship skills to help students understand the impact of their actions on themselves and others	

STANDARD 4 **Multi-Tiered Systems of Support (MTSS)**	Comments Meeting Standards | Approaching Standards | Unsatisfactory
● ELEMENT 4A: CA MTSS FRAMEWORK - Effective school counselors design and deliver programs and services aligned with the California MTSS framework. ● ELEMENT 4B: DATA INFORMED DECISION MAKING - Effective school counselors utilize data to inform decision-making and drive improvements in student outcomes. ● ELEMENT 4C: SYSTEMS - Effective school counselors foster a school-wide approach aimed at enhancing and refining MTSS to better meet the needs of all students through establishing collaborative partnerships. *Examples include:* ● Design and deliver Tier 1 universal interventions ● Use data to identify and improve student outcomes including setting measurable goals and monitoring the impact of implementation. ● Gather input from community partners, including staff, families, and the community to ensure a comprehensive and inclusive approach to MTSS decision-making.	Claim: Evidence: Impact:

STANDARD 5 **Indirect Services: Coordination, Collaboration and Consultation**	Comments Meeting Standards | Approaching Standards | Unsatisfactory
• ELEMENT 5A: COORDINATION & COLLABORATION - Effective school counselors emphasize working together with various partners within the school and the broader community to enhance school-based services. • Indicator 5B-1: provide consultative support to teachers and other school staff to effectively address student-related issues and foster academic success. • ELEMENT 5C: SUPERVISION - Effective school counselors take on the responsibility of overseeing and guiding various professionals, agencies, volunteers, paraprofessionals and pre-service school counselors who provide pupil personnel related services within the school setting as required in law (80049.1(c)). *Examples include:* • Coordinate school counseling professional learning communities (PLCs) to facilitate the implementation of comprehensive school counseling programs and services. • Provide consultative support to teachers and other school staff to effectively address student-related issues and foster academic success.	Claim: Evidence: Impact:

STANDARD 6 **Creating and Maintaining Safe, Supportive, and Inclusive Environments for Student Well-being**	Comments Meeting Standards | Approaching Standards | Unsatisfactory
• ELEMENT 6A: SCHOOL CLIMATE - Effective school counselors foster a positive school climate promoting inclusivity, empathy,	Claim:

and respectful interactions among students and staff in order to reduce conflict. ● ELEMENT 6B: SCHOOL SAFETY - Effective school counselors contribute to a safe and secure learning environment by being accessible for reporting threats, intervening with students involved in unsafe behaviors and incorporating substance abuse prevention measures. ● ELEMENT 6C: SCHOOL ENGAGEMENT - Effective school counselors foster academic, social, and personal engagement through strategies that promote involvement, collaboration, and a sense of belonging within the school community. *Examples include:* ● Conduct suicide, threat and risk assessments to identify potential safety concerns and collaborate with relevant educational partners to develop appropriate interventions. ● Empower students to identify personal interests, set goals, and explore extracurricular activities or projects that foster personal engagement and a sense of purpose. ● Continue to examine barriers to success for students from historically marginalized backgrounds, including those from low socioeconomic backgrounds, ethnicity subgroups, English learners, youth in foster care, youth experiencing homelessness, students with special needs and students who identify as LGBTQIA+.	Evidence: Impact:

Employee's Strengths:

Areas of Concern:

Opportunities for Growth:

Additional Comments, if needed:

Overall Rating:	Meeting Standards		Approaching Standards		Unsatisfactory	

Evaluator's Signature:		Printed Name:		Date:	
Evaluatee's Signature:		Printed Name:		Date:	

(Signature does not indicate agreement. Employee may attach a written response within ten days of receipt of evaluation.)

X. Mitigating circumstances

The bargaining unit's employee summative performance will be evaluated on both the formal observations as well as upon observed behavior and performance throughout the year. During the course of the evaluation period, mitigating circumstances may arise which require the modification of the evaluation parameters. The necessity for review of the evaluation criteria shall be determined by the bargaining unit employee and the evaluator. The determination of new evaluation elements shall be arrived at in accordance with section III above, with the waiver of time limitation.

XI. Data for evaluation – limits

Any data which are deemed to be of such a negative nature as to be included in the summary evaluation shall be committed to writing and discussed with the member within thirty days of any event in the pattern, unless extended by agreement. Hearsay is expressly excluded from the evaluation process. In relation to Standard 6 "Developing as a Professional Educator" of the CSTP's, all comments and evaluations must be seen and observed by the evaluator to be included in the written report. Results of state-adopted criterion-referenced assessments to measure student progress toward state-adopted academic content standards, where available and where applicable to a bargaining unit employee's teaching assignment, may be used to the extent required by Ed Code section 44662 (b) (1), but only to that extent. Results of any other standardized tests or district wide criterion-referenced tests shall not be used in the performance evaluation of a bargaining unit employee, unless by agreement with the bargaining unit employee. Material in the work site file not considered during a previous evaluation and/or addendum shall not be considered during a subsequent evaluation.

XII. Self assessment – warning of liability

Should a bargaining unit employee choose to assess their own performance, such member shall be notified before revealing the substance of such self-assessment that the matter contained therein may adversely affect their job security and that the bargaining unit employee is not required to reveal such self-assessment.

XIII. Rating system

Bargaining unit employees' evaluations will be based on a 3-point scale of "Unsatisfactory", "Approaching Standards", and "Meeting Standards". The evaluator must include narrative comments in all ratings.

XIV. Grievability

The evaluation of bargaining unit employees, except for alleged violations of procedural matters, shall not be subject to the grievance procedure.

XV. Complaints

A complaint regarding a bargaining unit employee made to an administrator by any parent, student, or other person which, in the opinion of the administration, does or may influence the evaluation of the bargaining unit employee shall be discussed with the bargaining unit employee. Should the Principal/designee or involved bargaining unit employee deem it appropriate, a meeting shall be scheduled with the complainant, member, and Principal/designee to review the stated concern. An FEA representative may be present at said meeting if so requested by a unit member.

Article 14 Discipline

I. Discipline procedures

The following procedures shall be used in the event that the alleged behavior of a bargaining unit employee is, in the opinion of an administrator, a breach of the CBA and/or Board Policy(s), District Administrative Regulations and/or established rules and regulations. This section does not address the termination of any bargaining unit employee and does not include the implementation of Education Code §§ 44929.21, 44939, 44940, 44941, and 44942.

For purposes of this article, discipline refers to reprimands (verbal or written) and notices of unprofessional conduct (45 day notices under Education code § 44938 but not 90 day notices).

A. Progressive discipline

Progressive discipline shall be utilized in all responses to bargaining unit employee misconduct, except when this conduct is of a serious nature. Verbal reprimands shall normally precede written reprimands. If the offense is significant and the District determines that the health and/or safety of students or employees is at issue, the District may skip steps in the progressive discipline process.

1. Verbal reprimands

The bargaining unit employee will be clearly informed that he/she will receive a verbal reprimand. The verbal reprimand will then take place without a written reprimand to the file. If the offense is not of particular severity, the administrator(s) may choose to have several verbal discussions/ reprimands, and/or several entries into the bargaining unit employee's work site file without ever entering anything into the bargaining unit employee's permanent personnel file at the district office.

2. Written reprimands

A written reprimand may follow when there is additional misconduct within a short period of time. If there is subsequent misconduct within the same semester, or the subsequent two semesters of the first violation, the bargaining unit employee may receive a written reprimand. The written reprimand may be placed in the bargaining unit employee's District personnel file. The bargaining unit employee shall be permitted a reasonable amount of time, (up to ten working days) to receive assistance in preparing a rebuttal or reply that will be placed in the personnel file. Written reprimands or notices of unprofessional conduct should be reasonably imposed as they relate to the seriousness of the misconduct and of the number and frequency of prior incidents of misconduct.

B. Serious misconduct

Serious misconduct is defined as an offense that would initiate charges under Education Code § 44932. Serious misconduct may be described in writing and placed in the member's personnel file on the first offense. The bargaining unit

employee may attach their comments to the written reprimand and/or notice of unprofessional conduct within ten working days.

C. General provisions

1. Initially, the Principal or immediate supervisor shall investigate the alleged acts or omissions. A fair and objective investigation establishing the necessity for disciplinary action should precede any such action. No bargaining unit employee shall be disciplined without just cause.

2. The investigating administrator shall review those findings with the bargaining unit employee, and the bargaining unit employee shall be informed of the consequences of their conduct.

3. Disciplinary action should be appropriate and reasonably related to the nature of the offense. Rules, orders, and penalties should be applied fairly and equitably. Hearsay testimony shall not be relied upon in a written reprimand.

4. Upon request of the unit member, an FEA representative may be present at any stage of the discipline process involving a meeting with the unit member.

5. Under no circumstances shall these provisions be construed as anything other than a reprimand or notice of unprofessional conduct procedure nor shall these provisions be interpreted as placing any requirement on the District (even procedural) which would prevent otherwise appropriate actions to ensure compliance with the CBA and/or Board Policy(s), District Administrative Regulations, and/or established rules and regulations not in conflict with this CBA.

Article 15 Compensation

I. Revenue share allocation process

The parties agree that the revenue share allocation process shall serve as a basis for working together to determine bargaining unit employees' fair share of District revenues, and as a means for ensuring the continuing fiscal integrity of the District. The District and FEA acknowledge the value and need to give consideration to compensation paid to comparable school districts, as well as the criteria set forth in Government Code section 3548.2. The parties further agree that revenue share allocation is subject to the grievance procedure of Article 17.

A. Reserves

The parties have negotiated a reserve for economic uncertainty of 10% of General Fund expenditures, based on the data in the audited financial statement for each fiscal year.

1. The parties agree that a reserve that is not used in times of hardship serves no purpose. Accordingly, the District agrees to commit all reserve funds

in excess of the legally mandated minimum when and as may be needed to forestall any furlough days, salary rollbacks, or general reductions in force, and that the contingency re-opener provisions of this Article shall not be invoked while legally available reserves remain unused.

2. Maintaining reserves with lease revenue.
The parties recognize that as expenditures rise from year to year, the reserve requirements set forth in this section will rise as well. Further, following any expenditure of reserve funds, replenishing reserves will become necessary. To offset some or all of this expense, the District shall make available funds derived from current year lease revenue from District property leased to third parties, as follows. Lease revenue in excess of the amount reasonably and in good faith currently necessary to withhold to provide for the District's short term and long term obligations as a landlord shall be applied as necessary to maintain or replenish the reserve, up to a maximum contribution of $1.5 million. To the extent that reserve needs remain unmet after application of lease revenue funds, FEA's share of the deficit shall be treated as a unit cost in accordance with the process set forth below.

3. Replenishing used reserves
Should economic difficulties make use of reserve funds necessary, the parties agree to confer to plan for replenishing the reserve on such schedule and using such funding sources as will avoid undue hardship for the parties yet timely reestablish protection against future economic distress.

B. Ending fund balance

1. The District shall perform an annual General Fund unrestricted ending balance reconciliation. Any ending balance shall result in a one-time, off salary schedule payment made to the current bargaining unit employees. The amount available for distribution shall be sixty-six cents (.66) of each dollar in the ending balance. These one-time off-schedule payments shall be paid to the current members in a manner to be decided by FEA, but payments shall be issued no later than the end of February, unless otherwise agreed, of the school year in which the calculations are taking place.

2. Exclusions. The following revenue shall not be included in the ending balance:
   - Revolving cash
   - Prepaid Expenses
   - Site carry-overs up to the cap described in (3) below
   - Voter approved funding measures and federal, state, or local apportionments that are subject to expenditure restrictions or are of limited duration

3. Site carry-over cap
The parties commit to revisit this sub-section during the term of this agreement with the aim of updating it to cope more effectively with recent

conditions and trends. In the interim, the following provisions shall apply. The annual aggregate school site carry-overs (unrestricted General Fund) shall not exceed the single highest level over the prior five years. Any surplus that exceeds this amount will be considered excess and distributed according to the procedure in section B. immediately above. For each dollar in excess, 66 cents will be made available for one-time, off- schedule bargaining unit compensation.

C. Transfers
Any unrestricted revenues (or any other unrestricted funds) transferred out of the General Fund into any restricted funds must not be carried over into the next school year as restricted reserves, excepting only state mandated 3% annual transfer into Fund 050 Routine Repair and Maintenance.

D. New reserves
The District shall not establish any new reserve funds without the approval of the Association, except as required by law.

E. Revenue comparisons
For comparison purposes, revenues available to FEA for share allocation shall include all Unrestricted General Fund Property Tax Revenue as reported by the Santa Clara County Controller in accordance with Education Code 41760.2. However, revenues for comparison purposes shall be reduced by off-the-top General Fund contributions toward expenses for the following matters:

- Adult Education Contribution
- Back Fill Reduction in ROP Funding
- Deferred Maintenance Contribution
- Special Ed. Support from General Fund
- Utilities Costs
- Transportation/Bus Passes
- Cafeteria Costs
- Property and Liability Insurance
- Audit & Actuary
- Legal
- County Financial System (QSS)
- Student Information System
- Election Costs
- School Safety & Violence Prevention
- Interventions/Educational Options
- EL Master Plan
- Teacher Induction Program
- Coaching stipends per V. G below
- Charter Schools
- Student Residency Monitoring
- Site Budget Allocations
- Student Health
- Cost of Enrollment changes (calculated at average total cost per section)
- ASB/Leadership Teacher stipend ($15,000)
- Curriculum Leads (sunsets with the CBA June 30, 2029)
- Wellness Center Staff (sunsets with the CBA June 30, 2029)
- Summer PLC work hours

a. additions to or deletions from the list above of off-the-top items shall be made by agreement, so that the list reflects necessary, unpredictable, and/or difficult to control costs or unfunded mandates, not attributable to any one bargaining unit.

F. Bargaining unit expense

The bargaining unit expense shall be based upon the data used for the District's second interim budget report as mandated by the state. Off-the-top expenses shall be excluded. All other unrestricted General Fund payroll costs paid to or on behalf of bargaining unit employees shall be included, such as base salary, career increments, Advanced Degree Stipends, insurance of all types, District contributions to retirement plans, Medicare, unemployment insurance, workers compensation insurance and transfers to the Retiree Benefits Fund for prior years' bargaining unit retirees. However, if FEA chooses to change pay items other than those reflected in the above, then the cost of the change in such compensation will be included in the cost of the bargaining unit.

1. One time, off schedule payments shall not be included as bargaining unit expense for comparison purposes.

2. Expenses created by the assignment of administrative duties to bargaining unit employees shall not be included as a bargaining unit expense.

3. An actuarial average of the retirement burden, a five year moving average, or another smoothing algorithm, as may be agreed, shall be used for transfers to the Retiree Benefits Fund for prior years' bargaining unit retirees.

G. Comparison calculations

Using the audited actual financial statements from the previous year and the County Controllers Estimates, as of December for the current year, year to year comparisons shall be made of the unrestricted revenues as defined above. Bargaining unit comparisons shall be based on staffing as prescribed by this CBA unless otherwise agreed. Using the data from the previous year's calculations and the most recent data for the current year, year-to-year comparisons shall be made of the bargaining unit expenses defined above. These comparisons shall be made between the past school year and the current school year to determine if unrestricted revenues and/or bargaining unit expenses have increased or decreased. Any annual increase in unrestricted revenues (as defined above and at a ratio of 66 cents for each dollar of new revenues) and/or any year to year increase or decrease in bargaining unit expenses (as defined above) resulting from these comparisons shall determine any changes in the current salary schedule in the following manner:

H. Changes in bargaining unit expense

Any increase in bargaining unit expenses resulting from the above comparison will be offset (at a ratio of 66 cents for each dollar of revenues) by any increase in unrestricted revenues. If the increase in bargaining unit expenses is greater than the total sum of the increase in unrestricted revenues available to FEA, then FEA will decide the manner to be used to make up the shortfall. FEA will inform the District of their decision by the end of February, unless otherwise agreed. The total sum of any

decrease in bargaining unit expenses resulting from the above comparison will be made available to bargaining unit employees as ongoing, on- schedule increases to the salary schedule or at the option of the FEA to be used in any manner they see fit.

I. Changes in unrestricted revenues

Any increase in unrestricted revenues resulting from the above comparison (reduced by the total cost of additional FTE's as defined above) shall (1) become available for any increased bargaining unit compensation at a rate of 66 cents for every dollar of increased revenue and (2) be applied to bargaining unit compensation in the following manner:

First: to offset any increase in bargaining unit expense as described above, and

Second: to provide that any remaining dollars ("distributable funds") shall become ongoing compensation increases to bargaining unit employees, in a manner as determined by FEA, subject to the provisions of section K. below.

Any compensation increase generated from a decrease in bargaining unit expenses and/or increase in unrestricted revenues (as described above) shall be paid out no later than the end of February, unless otherwise agreed, of the school year in which the calculations are taking place. The current salary schedule shall also be adjusted accordingly at that time.

J. Look-ahead provisions

The parties recognize that the financial fortunes of the District are subject to external factors such as national economic downturns, fluctuation of value in the local property tax base, health care cost trends, federal and state legislative action, and other matters wholly outside the control of the parties. Thus, computations based solely upon current year data and comparisons with the past may not adequately take into account readily foreseeable future difficulties, and may produce results that would appear short-sighted or unwise when viewed from a longer-term perspective. In particular, the parties wish to avoid situations in
which backward-only-looking computations would produce a current increase in bargaining unit cost when it is already apparent that such higher cost will not be sustainable in the immediately following years. For example, salary increases in the current year that can be anticipated to yield a need for salary rollbacks, reductions in force, or other such measures in the following year would be contrary to District's interest in providing stable staffing and to the bargaining unit employees' interests in steady employment and predictable compensation.

The parties wish to implement procedures that will leave substantially unchanged the current process in good economic times, but will permit reduction in the likelihood and/or severity of adverse effects when the outlook for the future is less favorable. To that end, the look-ahead process described below will be implemented each year in which net positive distributable funds are available,
with the intent of avoiding improvident increases in unit cost that might force adverse effects in near-term future. This will be accomplished by always paying out all current year distributable funds to current bargaining unit employees, but apportioning such payments as partly on-going raises and partly one-time payments in years when this process suggests that it is prudent to do so.

1. When the comparison calculations of section G above are performed, comparing current and prior year data, two additional comparison calculations of the same type shall be performed to predict the result of such comparisons for one and two years in the future. To prepare for these additional comparisons, the District, in consultation with FEA, shall rely upon its best good faith estimates of all necessary data, including anticipated changes in property tax, enrollment, health care costs, and other revenue and cost changes, based upon the best information sources then available. Each such predictive comparison will be used to compute a predicted net amount (indicating distributable funds if positive or a shortfall if negative), for that future year.

2. If the predicted net amount is positive in both the one year and two year future comparisons, the entire current year distributable funds shall be added to the current salary schedule as on-going raises as set forth in section I above, without any change arising from this look-ahead process.

3. If either or both predicted net amount is negative, a sum shall be computed, weighted to reflect the expectation that predictions become more uncertain for longer periods into the future. The predicted net amount for the one year future comparison shall be weighted by 0.75, and the predicted net amount for the two year future shall be weighted by 0.25, and the two figures summed. If the weighted sum is positive, the entire current year distributable funds shall be added to the current salary schedule as on-going raises as set forth in section J above, without any change arising from this look-ahead process.

4. If the weighted sum is negative but less in size than the current year distributable amount, that portion of the distributable amount which exceeds the size of the weighted sum shall be added to the salary schedule and the remaining portion shall be paid as one-time money, each in a manner to be determined by FEA. If the weighted sum is negative and equals or exceeds in size the current year distributable amount, the entire current year distributable amount shall be paid as one-time money in a manner to be determined by FEA. In any case, all of the current year distributable amount will be paid in the current year, but it will be apportioned between on-going raises and one-time payments if the conditions of this paragraph apply.

5. Illustrative examples.
    a. *assume current year distributable amount of $2 million one year predicted net amount positive $1.4 million two year predicted net amount positive $1.7 million All $2 million of the distributable amount will be added to the salary schedule in the current year.*

    b. *current year distributable amount $2 million*
    one year predicted net amount positive $1 million two year predicted net amount shortfall $500,000
    .75 of positive $1 million plus

.25 of ($500,000) yields positive $875,000 All $2 million of the distributable amount will be added to the salary schedule in the current year.

c. *current year distributable amount $2 million*
one year predicted net amount shortfall $500,000 two year predicted net amount shortfall $300,000
.75 of (500,000) plus .25 of (300,000) yields (450,000) Then $1.55 million will added to the salary schedule and
$450,00 will be paid as one-time money, thus distributing all $2 million in the current year but increasing unit cost for the future by only $1.55 million

K. Annual salary schedule adjustments
In the event that the actual revenue data (finally known as of December following the close of the fiscal year) is different from the estimates used to establish the salary schedule for the previous year, then the base salary schedule for the prior year will be corrected (at a rate of 66 cents for each dollar) to reflect actual data before the next round of adjustments for the current year. Additionally, if the actual revenues are greater than the Controllers Estimate, an off schedule payment will be made to the bargaining unit employees reflecting this change at a rate of 66 cents for each additional dollar. These one-time off-schedule payments shall be paid to the current members in a manner to be decided by FEA. Under no circumstances shall such an adjustment result in any obligation by bargaining unit employees to return moneys paid to them.

L. Revenue Share Allocation data and computation
The data below is for use in the comparison computations set forth in this Article.

FREMONT UNION HIGH SCHOOL DISTRICT

REVENUE DISTRIBUTION: ALL UNITS

REVENUE SHARING PROCESS

FISCAL YEAR 2025-26

REVENUE CHANGE			
	2024-25	**2025-26**	**CHANGE**
Secured Roll Property Taxes & RDA	189,841,208	196,894,495	$ 7,053,287
Unsecured Roll Property Taxes	9,833,000	10,357,000	$ 524,000
Total Revenue	**$ 199,674,208**	**$ 207,251,495**	**$ 7,577,287**

RESERVE CHANGE			
	2024-25	**2025-26**	**CHANGE**
GF Expenditures & Transfers Out	$ 246,178,078	$ 254,411,456	$ 8,233,378
10% Reserve Increase	**$ 24,617,808**	**$ 25,441,146**	**$ 823,338**
		Article 14 I.A.2 - up to $1.5M	***$ 823,338***

REVENUE DISTRIBUTION		
Fremont Education Association (FEA)	66%	**$ 5,001,009**
California School Employee Association (CSEA)	19%	**$ 1,439,685**
Unrepresented Employees (FMA)	15%	**$ 1,136,593**
Total Distributed		**$ 7,577,287**

FREMONT UNION HIGH SCHOOL DISTRICT

OFF THE TOP CHANGE: ALL UNITS

REVENUE SHARING PROCESS

FISCAL YEAR 2025-26

OFF THE TOP CHANGES			
ITEM DESCRIPTION	**2024-25**	**2025-26**	**CHANGE**
Deferred Maintenance Contribution	1,135,000	1,283,333	*148,333*
Special Ed. Support from General Fund incl Trar	43,958,078	48,285,943	*4,327,865*
Utilities Costs	6,562,723	6,559,020	*(3,703)*
Transportation/Bus Passes	-	-	-
Cafeteria Costs	-	576,597	*576,597*
Property and Liability Insurance	1,136,712	1,153,835	*17,123*
Audit	70,924	79,615	*8,691*
Legal	481,254	700,000	*218,746*
County Financial System	235,556	254,679	*19,123*
Student Information System	233,462	315,776	*82,314*
Election Costs	172,673	-	*(172,673)*
School Safety & Violence Prevention	1,726,718	1,701,214	*(25,504)*
Educational Options	3,327,803	3,184,995	*(142,808)*
Interventions	1,530,811	1,565,569	*34,758*
EL Master Plan	4,204,575	4,485,324	*280,749*
Teacher Induction Program / PAR	863,960	758,309	*(105,651)*
Coaching Stipends	1,742,929	1,751,943	*9,014*
Charter Schools	114,235	57,316	*(56,919)*
Student Residency Monitoring	752,644	750,901	*(1,743)*
Site & Department Budget Allocations	5,388,366	4,836,301	*(552,065)*
Student Health	873,163	852,858	*(20,305)*
Cost of Enrollment Changes	-	(630,000)	*(630,000)*
Total	**$ 74,511,586**	**$ 77,629,120**	**$ 4,011,942**

OFF THE TOP EXPENSE DISTRIBUTION		
Fremont Education Association (FEA)	66%	**$ 2,647,882**
California School Employee Association (CSEA)	19%	**$ 762,269**
Unrepresented Employees (FMA)	15%	**$ 601,791**
Total Distributed		**$ 4,011,942**

II. Contingency re-opener

To permit the District to cope with fiscal emergencies, the parties agree to the provisions that follow to allow for compensation adjustments under certain defined circumstances.

A. Triggering events

The contingency re-opener of this article may be invoked by the District at any time during the year if:

1. the District loses its status as a "basic aid" (non-revenue limit) district, and such loss of status is not caused by any deliberate action, omission, or intentional manipulation by the District to cause such a result,

2. the District receives less income (excepting one-time income) from revenue limit sources than it received during the prior fiscal year,

3. categorical funding for currently mandated programs (as listed immediately below) is reduced from the prior fiscal year to a level less than that reasonably necessary to comply with the mandate,

    a. English Language Learner Program

    b. Title III LEP

    c. Title III Immigrant

    d. Economic Impact Aid

    e. Beginning Teacher Credentialing Requirements (SB 2042)

    f. Title II Teacher Quality $200,000

    g. Special Education and Special Education Transportation

    h. Instructional Materials

4. the District is newly required by action of the Federal or State government to provide a mandated program, not previously provided by the District, for which sufficient funding is not also provided, or

5. it appears that State-imposed reserve requirements cannot be met; that is, the sum of the ending balances from Fund 10 (General Fund), as projected, is not equal to at least 3% of General Fund expenditures (after projected costs of all salary and health and welfare increases are calculated and included), and the failure to achieve at least 3% reserve is not caused by any deliberate action, omission, or intentional manipulation by the District to cause such a result.

B. Notification

If the District determines that a triggering event has occurred and elects to invoke the contingency re-opener, it shall promptly notify FEA in writing, and specify the category of triggering event. If the District determines that more than one category of triggering event has occurred, the District may elect any one of those events as the basis for invoking the re-opener, making its election as the District finds most advantageous under the procedures set forth below.

C. Immediate consequences of invoking the re-opener, triggering event 1.

If the re-opener is invoked for triggering event 1. above (loss of basic aid status), the parties will negotiate toward an agreeable solution to the financial difficulties resulting from loss of basic aid status.

D. Immediate consequences of invoking the re-opener, triggering event 2, 3, or 4.

If the re-opener is invoked for triggering event 2, 3, or 4. (loss of revenue limit source income, loss of necessary categorical funding, newly mandated programs), the parties agree to negotiate in good faith toward a mutually acceptable solution to the financial difficulties that result. If the parties are unable to reach agreement within thirty calendar days of the notice provided section B. above, then the District must look to its reserves to compensate for the decrease in income or funding or the cost of new mandated programs. If this in turn causes the reserve to fall below the statutorily required 3% minimum, then the District shall have as its sole remedy under this CBA the rollback option set forth in section F below.

E. Immediate consequences of invoking the re-opener, triggering event 5.

If the re-opener is invoked for triggering event 5. (inadequate reserves), the parties agree to negotiate in good faith toward a mutually acceptable solution to the financial difficulties that give rise to the inadequate reserves. If the parties are unable to reach agreement within thirty calendar days of the notice provided under section B. above, then the District shall have as its sole remedy under this CBA the rollback option set forth in section F below.

F. Compensation rollback option

If the conditions of sections D. or E. above have been fully met, the District may resort to the following actions. A temporary rollback in total compensation shall be applied to all employee groups, including all bargaining units and all unrepresented employees, for the purpose of reducing by 90% the shortfall of total unrestricted reserves available to meet State reserve requirements related to fiscal solvency. The contribution of each employee group to the reduction of the shortfall shall be in the same proportion that each group's total compensation bears to the sum of total compensation for all groups. Total compensation, for purposes of the re-opener, shall include all compensation components applicable

to the employee group in question as of the date of notice under section B., including, for example, salary, bonuses, health and other insurance premiums paid on the employee's behalf, employee contributions to retirement plans if the cost of such contributions are absorbed by the District, and any other form of compensation whether taxable to the employee or not, but excluding costs not ordinarily deemed compensation, such as required employer contributions to retirement plans and workman's compensation premiums. If this remedy is elected, it shall be effective as of the date of notice under section B. Upon invoking this remedy, the District shall give written notice to FEA that a rollback has been invoked, and shall specify in that written notice the precise size of the rollback, in dollars, that is applicable to FEA as its share. FEA reserves the right to determine how the rollback in total compensation is to be applied to its various compensation components, and will inform the District of its decision in a timely fashion. If FEA has not so informed the District within thirty days of receipt of the written notice of rollback and size of the rollback, the District may proceed as if FEA had chosen to have the reduction in total compensation be taken as a uniform percentage reduction in all salary schedule cells, without reduction in any other compensation components.

1. Sample computations
   Assume for illustration purposes that general fund expenditures total $80,000,000, and that the legally required reserves are 3% of that total, or $2,400,000, but that the District projects a reserve of only $2,000,000. This yields a shortfall of $400,000. A rollback may be used to cover 90%, or $360,000, of that shortfall. Assume further that FEA's total compensation is $30,000,000, and the grand total compensation for all groups is $50,000,000, so that FEA's share of compensation is 3/5^{ths}. FEA will determine how to adjust its total compensation so that the net effect, including any salary cuts, reduced employer burdens on reduced salary, changes in retirement funding, and/or benefit reductions, and so forth, shall yield 3/5^{ths} of $360,000, or $216,000 for reducing the shortfall.

G. Effect on other bargaining units
   The parties do not intend by this Article to constrain other employee groups in choosing how to allocate total compensation among benefits, retirement funding, salary, or other compensation components. The parties intend that any employee group may achieve the overall effect of the rollback in total compensation through any combination of reductions in the compensation components applicable to that group. It is expressly understood and agreed that rollbacks shall be achieved only through reductions in compensation components, and that reductions in staff or other changes in bargaining unit costs shall not offset any portion of the required rollback. However, nothing in this Article shall prevent any employee group from establishing a fund with the District in which compensation that would otherwise have been distributed to members is held in reserve for use in offsetting the impact on that employee group of a future rollback.

H. Limitation on size of compensation rollback
   Regardless of the magnitude of any revenue limit source decrease, loss of categorical funding, cost of newly mandated programs, or reserve shortfall, any

compensation rollback in accordance with F. shall not exceed 5% of the sum of total compensation for all employee groups, unless otherwise specifically agreed in writing at the time the rollback is implemented. The sole exception to this limitation shall be those situations in which the need for the rollback arises from an increase in enrollment that could not reasonably have been anticipated, in which case this limitation shall not apply.

I. Review of rollback

Recognizing that any rollback will be based at least in part upon projections, the parties agree that during the course of the year, the financial condition of the District and the size of the rollback will be re-evaluated by the parties, acting in good faith, as information becomes available, with the intention of restoring as much of the rollback as is prudent and as soon as practical. To that effect, reviews will be conducted in January (First Interim) and March (Second Interim), with the intent of restoring compensation from the date of review forward.

J. Duration of rollback

Inasmuch as reserve requirements are statutory, the parties intend and expect that reserve requirements will be met by the end of the fiscal year, to comply with law. Consequently, any rollback shall result in a temporary salary schedule, applicable no longer than the end of the fiscal year in which the re-opener is invoked. The parties expect that during the year in which the rollback is applied, the District shall take such fiscally responsible action as is appropriate, through program reductions, expense reductions, reductions in force, acquiring new sources of revenue, or such other steps as are within the power of the District, based upon best available data and projections, to ensure that the conditions leading to the shortfall in reserves are alleviated for the subsequent year.

K. Computation of revenue share allocation in a re-opener year

The parties recognize the mutual benefits afforded by performing the calculations necessary for executing the revenue share allocation process, including improved visibility of the true financial status of the District, opportunities for correction of errors, enhancing mutual trust, and affording opportunities for creative solutions to financial issues. Accordingly, revenue share allocation computations shall proceed regardless of whether a contingency re-opener has been invoked or a rollback has taken place.

L. Impact of re-opener on revenue share computation for subsequent years

Any rollback in accordance with section F. shall serve to produce a temporary salary schedule during the academic year in which the rollback is applied. In the subsequent year, a new baseline shall be established for compensation and for use in making the comparisons required for future revenue share allocation computations. The new baseline shall be computed as follows:

The prior total compensation structure (including the salary schedule cells and health and welfare premiums) in effect immediately prior to the rollback shall be increased to adjust for any increase in the cost of living as reflected in the Bay Area Consumer Price Index (“CPI”), such adjustment being measured and applied from the first effective date of the prior total compensation structure to the last day the rollback is in effect.

The new baseline established by this section shall be factored into the planning of the District in accordance with section J above when taking action to ensure adequate reserves for the year following a rollback.

Illustrative example
In January of academic year 1, the revenue share allocation process is calculated and executed. As a result of that process, the salary of a teacher at step A/column B is raised retroactively to August of academic year 1. Including the raise, that teacher's total compensation for academic year 1 is $60,000, comprising $50,000 in salary items and $10,000 in health benefit premiums, with a first effective date in August of academic year 1. On the first day of academic year 2, a re-opener rollback reduces total compensation for step A/column B by $2,000. Total compensation for teachers at step A/column B during academic year 2 is $58,000. Inflation over the course of academic year 1 and academic year 2, as measured by the CPI, has a net effect of 3%. In academic year 3, the total compensation for teachers then at step A/column B shall be the pre-rollback compensation ($50,000 + $10,000) increased by 3%, or a total of $61,800. All teachers at step A/column B during academic year 3 receive that total compensation, regardless of any increase or decrease in staffing for academic year 3. In academic year 4, the revenue share allocation process is executed, using the bargaining unit expenses of academic year 3 including costs all for bargaining unit employees as the baseline for comparison.

III. Hourly rate

Regardless of the outcome of the revenue share allocation process, the hourly rate for bargaining unit employees shall be as follows:

- 2026-2027: $68 per hour
- 2027-2028: $70 per hour
- 2028-2029: $72 per hour

These rates become effective on the first day of required paid service of the specified school calendar year and shall apply to curriculum writers, workshop participants, and bargaining unit employees providing substitute coverage, computed to the nearest tenth of an hour.

IV. Salary schedules

A. Column headings have the following significance:

Group I - bargaining unit employees initially placed and providing services based on an Emergency Permit, or Internship authorization, regardless of the number of units earned after a Bachelor's Degree; or based on a Preliminary, Clear or Life Credential, and having earned fewer than forty-five (45) semester units after the Bachelor's Degree.

Group II - Bachelor's Plus 45 Units - bargaining unit employees providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned forty-five (45) or more but fewer than sixty (60) semester units after the Bachelor's Degree.

Group III - Bachelor's Plus 60 Units - bargaining unit employees providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned sixty (60) or more but fewer than seventy-five (75) semester units after the Bachelor's Degree.

Group IV - Bachelor's Plus 75 Units - bargaining unit employees providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned seventy-five (75) or more semester units after the Bachelor's degree.

B. Placement and movement on the regular salary schedule

1. A bargaining unit employee will be placed on the group and step according to their verified training and experience. The standards used for measuring training and experience for purposes of initial placement on the salary schedule shall be the same as the standards used for purposes of movement on the salary schedule. No bargaining unit employee shall lose the benefit of his or her position on the salary schedule by virtue of a change in duty requiring service under an Emergency Permit. A written notice of placement on the salary schedule shall be sent to the bargaining unit employee annually by December 10 and will include group, step, advanced degree, and Career Increment so that the members may verify the dollar amount of their salary.

2. Prior public-school certificated experience, under contract, shall be granted year-for-year. Prior private school certificated experience in a comparable high school shall be granted year-for-year provided the bargaining unit employee was credentialed while engaged in such service. Bargaining unit employees new to the District shall receive such experience credit upon their employment or upon receipt by the District of proper written verification. Responsibility for reporting and providing proper verification of such experience shall rest with the bargaining unit employee. Such credit shall be included in the bargaining unit employee's September paycheck for any experience verified prior to September 1. Experience verified from September 2 through November 1 will be reflected in the November paycheck, with retroactive payment to the date of first paid service in current contract year. For experience verified after November 1, the District shall use reasonable efforts to adjust salary and provide retroactive payment within the next three paycheck cycles following receipt of the verification. Bargaining unit employees who are not new to the District but discover that full prior experience credit has not previously been granted may, upon submission of proper verification, be given credit for such experience prospectively and for the current academic year, but in no event shall retroactive payments be made for any prior academic years.

3. Vertical movement on the salary schedule shall be based on years of experience. One vertical increment shall be granted for each year of service until the bargaining unit employee reaches the maximum of the group.

4. Bargaining unit employees (including those on a part-time assignment) who are employed for seventy-five percent (75%) of the teaching days required to

complete the year's course shall have that year count as a year of experience for salary purposes.

5. Proper horizontal placement on the salary schedule shall be made once official and original transcripts verifying academic units have been filed with the district office. Bargaining unit employees new to the District shall receive credit for prior academic units upon their employment. For new and not new members, if verified units are sufficient to cause movement to the next column, a salary adjustment shall be included in the bargaining unit employee's September paycheck for any academic units verified prior to September 1, with retroactive payment to the date of first paid service for the current contract year in a separate paycheck. Units verified from September 2 through November 1 will be reflected in the November paycheck, with retroactive payment to the date of first paid service for the current contract year in a separate paycheck. For academic units verified after November 1, a salary adjustment shall be included in the bargaining unit employee's March paycheck with retroactive payment to the first day of second semester in a separate paycheck. Responsibility for reporting and providing transcripts showing such academic units shall rest with the bargaining unit employee. Bargaining unit employees who are not new to the District but discover that full academic credit has not previously been granted may, upon submission of proper documentation, be given credit for such academic work in accordance with the above horizontal movement timelines.

6. Horizontal placement and movement on the salary schedule shall be based upon academic semester units earned (quarter units taken shall be multiplied by two-thirds to arrive at the equivalent number of semester units, and fractions shall be rounded off to the nearest whole number when rounding will allow for movement to the next column). To be credited for salary purposes, all units must be in the bargaining unit employee's current credential field, enhance classroom instruction, be applicable to the bargaining unit employee's current assignment, or apply towards a new credential field. Credit will not be granted for duplication of prior course work unless specifically approved in advance. All units must be verified by original and official transcripts from an accredited university. In addition, units must qualify under one of the following categories:

    a. Degree-eligible, graduate level, university-granted units, following award of a bachelor's level degree. A bargaining unit employee need not be applying for a graduate degree to count units toward salary schedule movement, but the units must be of a type that could be counted toward such a degree. No pre-approval shall be required and no limit shall apply to such units.

    b. Undergraduate lower and upper division degree-eligible units, following award of a bachelor's level degree, but only as may be pre-approved by the District for the particular bargaining unit employee in question.

c. Units awarded for courses, programs, or workshops taken in a pre-designated “District Sponsored” course, as may be offered by the District, County, or other organizations, without limitation and without pre-approval. The District shall maintain a list of such courses within Human Resources.

d. Course work that provides Continuing Education Units or professional growth/development units, that are not degree eligible but nonetheless contribute to improved practice, skills, and knowledge, provided that no more than two units will be credited for any single conference course, that all units are awarded by an accredited university, and subject to a limit of no more than 15 such semester units total for any bargaining unit employee. Professional Development or Conference hours or certificates will not be accepted.

e. The parties recognize that it may be impossible for a newly hired bargaining unit employee who has already completed course work while previously employed elsewhere to obtain pre-approval for that work from this District. Thus, pre-approval requirements according to sub-section 6. b. above will be waived for the initial placement of any newly hired member who can provide the documentation required by that sub-section; all other limitations and requirements for course content, verification, etc., still apply.

7. The District agrees to cooperate with FEA to continue development of definitive and objective criteria and pre-approval processes for all course work requiring pre-approval, with the aim of making the standards and their application both visible and uniform. Any special, unique circumstances not provided for in this Article may be approved by the District after consultation and agreement with FEA.

8. Units earned before the granting of the Bachelor's Degree which are given graduate status by the accredited institution of higher learning issuing the Bachelor's Degree will be accepted for salary purposes as units earned beyond the degree if:

a. Granting of graduate status for these units is the result of petitioning the institution;

b. The transcript clearly indicates that the units were granted graduate status before the Bachelor's Degree was received;

c. The member was within six units of graduation when the petition was granted; and

d. The units given graduate status are applicable for a Master's Degree or a credential.

9. A bargaining unit employee may move more than one group and/or step providing he/she has satisfied requirements pursuant to sections 2 and 5 above.

10. Each bargaining unit employee shall ensure that each credential that he/she currently holds and has on file with the County Office, the State, and the District Human Resources Office shall be maintained in a current state with the County and that any new credential(s) received shall be expeditiously registered with the County, the State, and the District Human Resources Office.

C. Wages for part-time teachers

A bargaining unit employee on a part-time teaching assignment shall be compensated on a pro rata basis for what she or he would have earned had she or he been full time including Advanced Degree Stipends and Career Increments. This pro rata amount shall be determined on the basis of one-fifth (1/5) of that bargaining unit employee's full-time salary for each period taught.

D. Teaching a sixth class

The parties agree that as a matter of policy, increasing a bargaining unit employee's work assignment above 1.0 FTE is not a preferred solution to a staffing problem if any other reasonable solution is available. This is particularly true if the result of increasing a bargaining unit employee's FTE above 1.0 would result in the bargaining unit employee having more than one assignment within the same department at the same time. With consultation with FEA, there may be instances that a reasonable solution is determined as early as the May of the previous school. Furthermore, absent extraordinary circumstances as agreed to after consultation with FEA, no bargaining unit employee shall be assigned to duties greater than 1.2 FTE. Nothing in this section shall prevent a bargaining unit employee from assuming co-curricular duties compensated by stipend as provided elsewhere in this CBA.

When requested by the Administration, a bargaining unit employee may agree to teach a sixth class and shall be compensated at 1/5th the bargaining unit employee's per diem rate for such an assignment. Any such agreement is subject to fluctuations in enrollment and the staffing ratio computations of Article 6, and may be terminated by the District if those computations no longer justify maintaining the sixth class. To qualify for the 1/5th per diem, the bargaining unit employee must already be teaching five classes. Bargaining unit employees who are released from classroom assignments to perform other work shall be compensated at the hourly rate for greater than 1.0 FTE assignments within the duty year. For example, if a 1.0 FTE bargaining unit employee's assignment involves teaching four periods, and getting a release period for being a Department Lead, then taking on an additional class would be compensated hourly.

The criteria for selecting bargaining unit employees to teach a sixth class is the same criteria utilized in Article 8 I, above, which applies the following criteria: bargaining unit employee qualifications, experience, availability, presence in the same

department (or presence/experience in the same department for the last five years), and minimizing disruption to student schedules.

E. Wages for interns

A beginning full-time intern will receive the same salary as a beginning bargaining unit employee in Group I of the regular salary schedule. This salary will be prorated if the intern serves part-time. If the intern is hired upon completion of the internship, one year of service as an intern counts as one year of experience and seniority in the District.

F. Wages for psychologists

For those bargaining unit employees who have been continuously serving as psychologists in this District since August 2004 or before, the annual salary shall be determined by the appropriate placement on the regular salary schedule plus ten percent. All others shall have their salary determined by the salary schedule alone. bargaining unit employees on a part-time psychologist assignment shall be compensated on a prorated basis.

G. Advanced degree stipends

Stipends for advanced degrees (for example, M.A., M.S., Ed.D., Ph.D., J.D., M.D.) shall be the amounts reflected on the current compensation schedule. A member may receive no more that one (1) master's stipend and one (1) doctoral stipend for a maximum of two advanced degree stipends total. Bargaining unit employees on a part-time assignment shall qualify for the advanced degree stipends on a pro rata basis.

H. Salary schedule exemplar

Reproduced below is the salary schedule effective as of July 1 2026 school year. Computation of salaries for 2027-2028 school year according to the revenue allocation shall be based upon this schedule as a starting point.

FREMONT UNION HIGH SCHOOL DISTRICT
TEACHERS / FEA 185 - SALARY SCHEDULE - JULY 1, 2026
2.28% INCREASE - DRAFT for CBA & Board Meeting

COLUMN	I	II	III	IV
	AB	AB + 45*	AB + 60*	AB + 75*
STEP		* Approved Semester Units		
1	$107,798	$109,339	$111,647	$114,728
2	$109,954	$111,647	$114,113	$117,346
3	$112,153	$114,001	$117,081	$121,700
4	$114,396	$116,397	$121,019	$127,178
5	$116,683	$118,840	$125,000	$132,699
6	$118,801	$124,620	$130,440	$136,267
7	$124,620	$130,440	$136,266	$142,075
8	$130,440	$136,267	$142,075	$147,886
9	$136,267	$142,075	$147,886	$153,721
10	$142,075	$147,886	$153,721	$159,530
11	$142,075	$153,721	$159,530	$165,349
12	$142,075	$159,530	$165,349	$171,170
13	$142,075	$159,530	$165,349	$171,170
14	$142,075	$159,530	$165,349	$171,170
15	$142,075	$159,530	$165,349	$171,170
16	$144,959	$162,414	$168,233	$174,054
17	$144,959	$162,414	$168,233	$174,054
18	$144,959	$162,414	$168,233	$174,054
19	$144,959	$162,414	$168,233	$174,054
20	$147,371	$164,826	$170,645	$176,466
21	$147,371	$164,826	$170,645	$176,466
22	$147,371	$164,826	$170,645	$176,466
23	$147,371	$164,826	$170,645	$176,466
24	$149,781	$167,236	$173,055	$178,876
25	$149,781	$167,236	$173,055	$178,876
26	$149,781	$167,236	$173,055	$178,876
27	$149,781	$167,236	$173,055	$178,876
28	$152,192	$169,647	$175,466	$181,287

DEGREE STIPENDS	
Type	**Amount**
Masters	$2,352
Doctorate	$3,342

FREMONT UNION HIGH SCHOOL DISTRICT
FEA 193 - SALARY SCHEDULE - JULY 1, 2026
2.28% INCREASE

COLUMN	I	II	III	IV
STEP	AB	AB + 45*	AB + 60*	AB + 75*
		* Approved Semester Units		
1	$112,460	$114,067	$116,475	$119,689
2	$114,709	$116,475	$119,048	$122,420
3	$117,003	$118,931	$122,144	$126,963
4	$119,343	$121,430	$126,252	$132,678
5	$121,729	$123,979	$130,405	$138,437
6	$123,938	$130,009	$136,081	$142,160
7	$130,009	$136,081	$142,159	$148,219
8	$136,081	$142,160	$148,219	$154,281
9	$142,160	$148,219	$154,281	$160,368
10	$148,219	$154,281	$160,368	$166,429
11	$148,219	$160,368	$166,429	$172,499
12	$148,219	$166,429	$172,499	$178,572
13	$148,219	$166,429	$172,499	$178,572
14	$148,219	$166,429	$172,499	$178,572
15	$148,219	$166,429	$172,499	$178,572
16	$151,103	$169,313	$175,383	$181,456
17	$151,103	$169,313	$175,383	$181,456
18	$151,103	$169,313	$175,383	$181,456
19	$151,103	$169,313	$175,383	$181,456
20	$153,515	$171,725	$177,795	$183,868
21	$153,515	$171,725	$177,795	$183,868
22	$153,515	$171,725	$177,795	$183,868
23	$153,515	$171,725	$177,795	$183,868
24	$155,925	$174,135	$180,205	$186,278
25	$155,925	$174,135	$180,205	$186,278
26	$155,925	$174,135	$180,205	$186,278
27	$155,925	$174,135	$180,205	$186,278
28	$158,336	$176,546	$182,616	$188,689

DEGREE STIPENDS	
Type	Amount
Masters	$2,352
Doctorate	$3,342

J. Augmented Salary Schedule for Recruitment/Staffing Emergencies

1. In the event of a Recruitment/Staffing emergency, the District may enact the Augmented salary schedule, called "X+3" due to the fact that it is derived from adding three steps to each of the steps in the regular certificated schedule. In order for the Augmented Salary Schedule to be enacted, the following conditions must be met:

    a. Ten percent (10%) of the positions are unfilled, unless mutually agreed otherwise by FEA/District.

    b. A specific position is identified (e.g. psychologists, mod/severe SPED teacher, physics)

    c. Properly credentialed current staff is considered for reassignment to fill the vacancies

    d. Timely, adequate job postings have been made to attempt to fill the position(s)

    e. Appropriate hiring standards are considered given the shortage of qualified candidates

    f. The implementation of the Augmented Salary Schedule is approved by the FEA president

    g. FEA and the District conduct periodic reviews to determine the duration of the recruitment/staffing emergency

2. Implementation:

    a. Once the above conditions are met, all new staff hired for designated position will be placed on the Augmented Salary Schedule.

    b. All members currently in that position shall also be placed on the same schedule. The intent is to retain the current members in that position.

    c. A member can only be elevated on time during their tenure with the District, and only salary is affected; years of service are not affected.

3. Duration:

a. Through the periodic review described above, both parties may agree that the recruitment staffing emergency has come to an end. When that emergency ends, no current bargaining unit employee shall have their steps reduced, nor frozen; such bargaining unit employees shall continue to move along the Augmented Salary Schedule for the duration of their tenure with the district.

b. Costs of the additional salary expense above and beyond the regular salary schedule shall be considered an off-the-top expense.

FREMONT UNION HIGH SCHOOL DISTRICT
FEA X+3 - SALARY SCHEDULE - JULY 1, 2026
2.28% INCREASE - DRAFT for CBA & Board Meeting

COLUMN	I	II	III	IV
STEP	AB	AB + 45*	AB + 60*	AB + 75*
		* Approved Semester Units		
1	$114,396	$116,397	$121,019	$127,178
2	$116,683	$118,840	$125,000	$132,699
3	$118,801	$124,620	$130,440	$136,267
4	$124,620	$130,440	$136,266	$142,075
5	$130,440	$136,267	$142,075	$147,886
6	$136,267	$142,075	$147,886	$153,721
7	$142,075	$147,886	$153,721	$159,530
8	$142,075	$153,721	$159,530	$165,349
9	$142,075	$159,530	$165,349	$171,170
10	$142,075	$159,530	$165,349	$171,170
11	$142,075	$159,530	$165,349	$171,170
12	$142,075	$159,530	$165,349	$171,170
13	$144,959	$162,414	$168,233	$174,054
14	$144,959	$162,414	$168,233	$174,054
15	$144,959	$162,414	$168,233	$174,054
16	$144,959	$162,414	$168,233	$174,054
17	$147,371	$164,826	$170,645	$176,466
18	$147,371	$164,826	$170,645	$176,466
19	$147,371	$164,826	$170,645	$176,466
20	$147,371	$164,826	$170,645	$176,466
21	$149,781	$167,236	$173,055	$178,876
22	$149,781	$167,236	$173,055	$178,876
23	$149,781	$167,236	$173,055	$178,876
24	$149,781	$167,236	$173,055	$178,876
25	$152,192	$169,647	$175,466	$181,287
26	$152,192	$169,647	$175,466	$181,287
27	$152,192	$169,647	$175,466	$181,287
28	$152,192	$169,647	$175,466	$181,287

DEGREE STIPENDS	
Type	Amount
Masters	$2,352
Doctorate	$3,342

V. Paid co-curricular duties

A. Athletic Directors (AD)

1. AD's shall teach one class, and be released the rest of the day for AD duties.

2. There shall be one AD per each of the five comprehensive high school sites

3. AD's duty day shall be flexed, based on a mutually agreed-upon schedule between the AD and the Principal/Designee that meets the contractual criteria (450 minutes per day average).

4. The AD shall receive a $15,000 annual stipend. This stipend is in recognition that the AD needs to be available at times outside of the duty day described above. A specific example involves the Fall Athletics season where the season begins a couple of weeks prior to the start of the school calendar. Athletic events also occur late into the evenings and sometimes on Saturdays. The AD and the Principal/designee shall meet to discuss the extent of such duties for the AD.

5. The AD may be required to attend periodic trainings (within the duty day) designed to improve the skills of coach mentoring and other responsibilities consistent with the AD job.

B. Activity and sport advisor/coach stipends

The following table includes all approved stipends arranged by category, available uniformly at each site, subject to the provisions below. The site Principal shall be solely responsible for appointing each stipend recipient, following posting of each position and interviewing of candidates. Stipend recipients serve at the pleasure of the site Principal, and may be replaced at any time as the Principal sees fit. Stipend recipients shall have no expectation of continued tenure regardless of time already served in a position.

Position	Category	Season
Band Director/ Orchestra Director	A	All Year
Choir Director	A	All Year
Drama Director	A	All Year
School Newspaper	A	All Year
Yearbook Advisor	A	All Year
Football, Head Varsity	A	Fall
Swimming, Head Varsity	A	Spring
Track, Head Varsity	A	Spring
Robotics Lead	A	All Year
Speech and Debate Advisor	A	All Year
Dance Team Advisor	A	All Year
FBLA/ DECA Advisor	A	All Year
Spirit Advisor	A	All Year
Cross Country, Head Varsity	A	Fall
Field Hockey, Head Varsity	A	Fall
Volleyball, Head Varsity girls'	A	Fall
Volleyball, Head Varsity boys'	A	Spring
Water polo, Head Varsity boys'	A	Fall
Water polo, Head Varsity girls'	A	Fall
Basketball, Head Varsity girls'	A	Winter
Basketball, Head Varsity boys'	A	Winter
Wrestling, Head Varsity boys' and girls'	A	Winter
Soccer, Head Varsity girls'	A	Winter
Soccer, Head Varsity boys'	A	Winter
Badminton, Head Varsity boys' and girls'	A	Spring
Baseball, Head Varsity	A	Spring
Softball, Head Varsity	A	Spring
Gymnastics, Head Varsity (CHS only)	A	Spring
Tennis, Head Varsity girls'	A	Fall
Tennis, Head Varsity boys'	A	Spring
Principal Discretionary	A	Depends on assignment
Flag Football, Head Varsity girls'	A	Fall
Golf, Head Varsity girls'	A	Fall
Golf, Head Varsity boys'	A	Spring
Competitive Cheer	A	Winter

Position	Category	Season
Tech Support Specialist	B	All Year
Winter Guard Advisor	B	Paid with winter athletic coaches
Volleyball, F/S Head boys'	B	Spring
Volleyball, JV Head girls'	B	Fall
Field Hockey, JV Head	B	Fall
Basketball, Head F/S boys'	B	Winter
Basketball, Head JV girls'	B	Winter
Wrestling Asst.	B	Winter
Girls Wrestling Asst. (If appropriate and needed)	B	Winter
Baseball, Head F/S	B	Spring
Softball, Head JV	B	Spring
Football Asst.	B	Fall
Football Asst.	B	Fall
Football, Head F/S	B	Fall
Soccer, Head F/S boys'	B	Winter
Soccer, Head JV girls'	B	Winter
Swimming Asst.	B	Spring
Track Asst.	B	Spring
Track Asst.	B	Spring
Gymnastics, Head JV (CHS only)	B	Spring
Water polo, Head F/S boys'	B	Fall
Water polo, Head JV girls'	B	Fall
Principal Discretionary	B	Depends on assignment
Principal Discretionary	B	Depends on assignment
Flag Football, Head JV girls'	B	Fall

Position	Category	Season
Stagecraft	C	All Year
Flags Advisor	C	All Year
Speech Asst.	C	All Year
Cross Country Asst.	C	Fall
Football Asst.	C	Fall
Football Asst.	C	Fall
Track Asst.	C	Spring
Track Asst.	C	Spring
Diving Coach	C	Spring
Robotics Asst.	C	All Year
JV Tennis boys'	C	Spring
JV Tennis girls'	C	Fall
Badminton JV boys' and girls'	C	Spring
Strength and Conditioning sem1	C	Fall
Strength and Conditioning sem2	C	Spring
Principal Discretionary	C	Depends on assignment
Principal Discretionary	C	Depends on assignment
Principal Discretionary	C	Depends on assignment

Position	Category	Season
Principal's Discretionary, Activity	D	Depends on assignment
Principal's Discretionary, Activity	D	Depends on assignment
Principal's Discretionary, Activity	D	Depends on assignment

C. Discretionary positions; no substitutions
A total of eight discretionary positions are indicated in the table above (four in Category C, two in Category B, and two in Category A) which may be used as the site Principal chooses. However, no substitution of non-discretionary stipends for any other purposes shall be permitted. If a particular sport or activity stipend is not needed at any given site during any particular season, it must go unused, and may not be applied to any other sport or activity at that site.

D. Compensation for coaching two teams
Whenever a bargaining unit employee is authorized in advance to coach simultaneously two distinct teams from existing positions in Category A, B, or C, the member shall receive both stipends.

E. Compensation for extended season

A coach whose season is extended to regional, sectional, State or national competition shall be compensated at five percent of the competitive season stipend for each additional week of service required, but not to exceed four weeks.

F. Stipend amounts

Category A, B, and C stipend amounts shall be set, and modified when deemed appropriate, by the District, subject to the provisions of this section. The stipend for each position in a category shall be the same, regardless of the years of experience as a coach, teacher, or athletic director of the person holding the position. No distinction will be made between FEA members and non-members ("walk-ons") in determining the amount of the stipend. Inasmuch as the District retains control of stipend amounts, outside the control of FEA, Category A, B, and C stipend costs will be deemed an off-the-top expense for purposes of computing revenue share allocations. Creation of new stipended positions remains subject to negotiation and the waiver and/or modification provisions of this CBA.

VI. Per diem rate

The daily rate is determined by dividing the annual salary by the total number of duty days of the bargaining unit employee. This daily rate is for deduction purposes when the bargaining unit employee is absent in situations not covered by paid leaves and/or to compute prorated contracts when a bargaining unit employee starts after the beginning of a school year or terminates before the end of the school year. For the purposes of this section, annual salary for the regular school year means placement on the salary schedule plus advanced degree stipends and Career Increment and supplemental pay according to section IX of this Article.

VII. Summer school rate of pay

Summer school teaching shall be compensated at the rate of $80 per hour for five hours per day, consisting of four hours of classroom time and one hour of ERAP. Optional collaboration work shall be compensated at the currently applicable hourly rate.

The District may establish a separate salary scale for summer school teachers who are not bargaining unit employees and who are hired in accordance with Article 21 I, provided that no non- member shall receive more compensation than would be offered under this section to a bargaining unit employee with comparable qualifications.

VIII. Payday

If a regular payday during the school term falls on a day when school is not in session, bargaining unit employees shall receive their checks on the last workday of the month as defined by the Santa Clara County Department of Education. Bargaining unit employees may have their summer check(s) mailed to the address of their choice if by June 10 they

have provided a stamped, self-addressed envelope(s) to their site secretary.

IX. Supplemental pay

Bargaining unit employees having a supplemental pay assignment lasting the full regular school year (such as Department Leads, band, choir, speech, drill team advisor, and drama) shall have the stipend added to their base salary. All others having a seasonal assignment shall be paid on the tenth of the month following the end of their assignment.

X. Additional teaching competency stipend

A one-time, non-recurring stipend shall be given to bargaining unit employees for each additional teaching competency not previously registered with the District or listed on their credentials. The stipend will be $3,000 (three thousand dollars).

Certification of an additional competency shall consist of a credential from the Commission on Teacher Credentialing listing the additional teaching authorization. The teaching authorization must authorize the bargaining unit employee to teach a course that is currently taught, or will be taught in the subsequent school year. Emergency/temporary permits to teach a particular course do not qualify for this stipend. Additional Teaching Competency stipends, unless otherwise indicated i.e. Areas of High Need, shall be considered an FEA Bargaining Unit expense.

XI. Areas of High Need

The District may choose to designate a particular subject area as "High Need". The District has the right to determine what qualifies as High Need, and may set a time frame in which the High Need designation applies. Such designations shall involve consultation with FEA. Bargaining Unit Employees who complete high need credential authorizations shall receive a $6,000 (six thousand dollar) stipend instead of the $3,000 stipend (not both). High Need Additional Teaching Competency Stipend costs shall *not* be considered an FEA bargaining unit expense.

XII. Mileage and travel stipends

With the advance approval of the District, bargaining unit employees who use their own automobiles in the performance of their regular employment-related/employment-connected duties shall be reimbursed for all such travel at the I.R.S. rate per mile. This reimbursement shall not apply to paid and/or non-paid co-curricular duties. The rate shall be adjusted during the contract period to coincide with the mileage rate allowed by the United States Internal Revenue Service for income tax purpose. Bargaining unit employees with multi-school classroom teaching assignments at sites separated by one mile or more requiring their presence at multiple sites within the same day shall receive an annual travel stipend of $8,000 as compensation for the resulting inconvenience, but no mileage reimbursement.

XIII. Health and welfare benefits

The District shall provide each eligible bargaining unit employee, their spouse, and their dependents with health and welfare benefits as provided hereinafter, subject to any measures taken by FEA under section F. below. While on an unpaid leave of absence, a bargaining unit employee may participate at their expense in any of the health and welfare benefits available to bargaining unit employees, to the extent permitted by the coverage carriers, and subject to the following provision: it is the expectation of the parties that all leaves will be of limited and well-defined duration, and in no event shall any member on an unpaid leave be permitted to participate in the health and welfare benefits for more than 39 months.

A. Coverages provided

1. Health Insurance: (1) Anthem Blue Cross Prudent Buyer Plan or equivalent [choice of HDHP, traditional, or legacy plan], plus prescriptions; or (2) the Kaiser Permanente Traditional Plan [choice of HDHP or legacy plan], plus prescriptions.

2. Dental Insurance: A group dental care program with an orthodontia program for dependents equal to that provided by the Delta Dental Service Plan #6382 or equivalent.

3. Vision Care Plan: A vision care program as provided, at the member's option, by either (1) the California Vision Service Plan "Plan C" or equivalent; or (2) Kaiser Permanente Traditional Plan "Optical Services" or equivalent (for Kaiser Permanente members only).

4. Income Protection Plan: The District shall provide all bargaining unit employees with a salary protection program as provided by the Standard Insurance Income Protection/Disability Policy# CT 503052 0002, or equivalent.

5. Employee Assistance Plan: The District shall provide all covered bargaining unit employees with fully paid premiums for a licensed employee assistance plan as provided by Optum Health, or equivalent.

6. Term Life Insurance: The District shall provide all covered bargaining unit employees with fully paid premiums for term life insurance. The bargaining unit employee may purchase supplemental coverage at his or her own expense.

B. Bargaining unit employees on a part-time assignment may participate in the benefit plans in accordance with the provisions of Article 10. Such participation shall be contingent upon the requirements and limitations of the carriers.

C. If a bargaining unit employee not yet eligible for retirement under Article 16 I dies during the year, their spouse and dependents who are covered under the current program(s) may maintain that coverage for 18 months from the date of death of the member on the same terms applicable to

the spouse and dependents of active bargaining unit employees, such as payment of fees for spousal or dependent coverage and subject to any plan changes. If a bargaining unit employee is eligible for retirement under Article 16 I but not yet retired at the time of death, their spouse and dependents who are covered under the current program(s) may maintain that coverage for five years from the date of death of the member on the same terms applicable to the spouse and dependents of active bargaining unit employees, such as payment of fees for spousal or dependent coverage and subject to any plan changes.

D. During the term of this CBA, FEA reserves the right to place the Health and Welfare benefit costs on the salary schedule, at the full expense of the bargaining unit.

E. Bargaining unit employees newly hired for the beginning of an academic year shall be entitled to Health and Welfare benefits effective as of the date of the first mandatory workday for permanent members of that academic year.

F. Health and welfare coverage changes and cost containment
The parties agree that FEA may choose its own broker for health care benefits, and that FEA retains control of the content of the plans. If, at any time during the term of this contract, FEA wishes to modify its coverage for bargaining unit employees, and/or decrease costs (for example, increasing co-payments, changing carriers, or eliminating certain coverage), FEA will recommend that these changes be made and the District shall implement these recommendations as soon as practicable.

G. Carrier change
Should a change in carrier requirements cause a substantive change in benefits, the parties shall meet and agree upon alternative coverage. Nothing in this provision shall limit the process outlined in section F. above.

XIV. Member property coverage

Bargaining unit employees shall be reimbursed by the District for damaged or destroyed personal equipment being used for the benefit of the District, subject to the following limitations.

A. Personal items (such as clothing, eyeglasses, etc.) that have been damaged or destroyed in the performance of duty may be paid for by the District to a maximum of $150.00 per occurrence. This limit may be exceeded with the approval of the Superintendent or the bargaining unit employee designee. Proof of loss/damage shall be required. A bargaining unit employee is entitled to reimbursement for only the actual net out- of-pocket loss suffered not covered by insurance and then only to the stated limit of $150.00 per occurrence.

B. Losses due to willful damage of automobiles or articles left in locked automobiles which are on campus or at the location of an off-campus school-related activity will be reimbursed up to $500.00 per occurrence. Proof of loss/damage shall be required including proof that the loss/damage occurred while the car was on campus or at an off-campus school-related activity. A bargaining unit employee is

entitled to reimbursement for only the actual net out-of-pocket loss suffered not covered by insurance and then only to the stated limit of $500.00 per occurrence.

C. Personal equipment, in order to be covered, requires prior registration with the Principal. The Principal must attest that the equipment is essential to the instructional program and that it cannot be provided through normal school resources. The bargaining unit employee must have taken proper precautions to safeguard the equipment from loss or damage. Items valued at more than $50.00 must be kept under lock and key after school hours. Proof of loss shall be required. Loss under this section is limited to $250.00 per occurrence. This limit may be exceeded with the approval of the Superintendent or the bargaining unit employee designee. Reimbursement is limited to the actual net out-of-pocket loss suffered not covered by insurance and to the previously stated limit. Items that are lost or damaged through the negligence of the bargaining unit employee are not covered under this section.

XV. New Teacher Start of Year Stipend

A. To fully integrate newly hired staff to our district and our sites, new certificated staff can earn stipends based on their participation in activities such as New Teacher Orientation, Summer Curriculum Work, collaboration meetings, and site related work. Staff must be present for either a full or half day, and participate to the best of their abilities. This work is voluntary and not required, but the district recognizes the importance of training and orienting our new staff so that they can start the year off well. New staff can earn the following stipends for this work:

Full Day Participation - 7 hours at current teacher hourly pay (for example, 7 hours at $66 = $462)

Half Day Participation -- 3.5 hours at current teacher hourly pay (for example, 3.5 hours at $66 = $231)

Staff will be invited by their relevant site or district administrators to participate in these group activities, and will be informed of the stipends before they agree to participate.

Article 16 Retirement

I. Eligibility

A. In-district Service

A candidate for participation for retirement under this CBA must be a bargaining unit employee having a minimum of ten years of service in this District in a certificated position. A year of service is defined as providing service in a paid position for at least seventy five percent (75%) of the teaching days required to complete a year's course. Should a bargaining unit employee meet the minimum of ten years of service as well as the age requirements as a full-time member, and then move to part-time status prior to

retirement, their retirement benefits shall be computed as if the member retired in full-time status. Nothing in this section shall supersede the Reduced Workload Program (Willie Brown) language provisions articulated in Article 10 section V.

B. Age
A Candidate shall be at least fifty-five years of aged or shall have completed thirty years of service as required by STRS or PERS

D. STRS or PERS participation
Persons participating in this [retirement benefit] program shall be designated Retired Program Employees of the District and must be eligible to receive a retirement allowance from STRS or PERS.

E. Application and resignation
To participate in the program, a bargaining unit employee must file an application with the Human Resources office and must submit a resignation to the District no later than May 1 of the final school year of pre-retirement status. Exceptions to this requirement may be made at the discretion of the Superintendent/designee.

1. Incentive for early notification of intent to retire
To encourage early notification for planning purposes, if the resignation is received prior to February 1, a bonus of $1000 will be paid to the member in the final paycheck. A bargaining unit employee resigning in anticipation of retirement may request that the District not disclose his or her identity to the public prior to the first Board meeting in June. A bargaining unit employee who chooses to retire when eligible for benefits under STRS or PERS, even if not eligible for FEA retirement benefits under the provisions of this Article (for example, a teacher at age 55, with 30 years service but only seven years in this district) shall be eligible for the $1000 bonus of this section provided that notice is timely given.

II. Health benefits

Retirees shall be eligible to enroll in District health insurance programs for five years subject to the provisions that follow.

A. Enrollment and premiums
Retirees and spouses who remain within the geographic service area of FEA's health plan providers may enroll in the same medical, dental, and vision plans as provided for active bargaining unit employees for five years following their retirement. Coverage for dependent children, if any, shall be provided to the same extent as provided for active members. Premiums shall be paid by the District to the same extent that premiums are paid for active bargaining unit employees. Such participation shall be contingent upon insurance carrier requirements and continuous coverage under such plans. Orthodontia, life insurance, employee

assistance programs, and income protection shall not be provided. Out-of-area retirees and spouses may elect to have the District pay premiums for five years for the closest equivalent coverage available in their region at a cost not exceeding that paid for local retirees.

B. Medicare requirements

All retirees and spouses, regardless of location, are obliged to participate in Medicare Part B when first eligible, with fees to be paid by the retired bargaining unit employee or spouse, to offset the costs to FEA of providing the benefits under this paragraph. Furthermore, all retirees and spouses are obligated to assign their Medicare benefits to their FEA health plan provider. Failure to participate in Medicare Part B or to assign benefits shall constitute forfeiture of all benefits under this Article.

C. Surviving spouse

If a retiree dies during the five year period in which he/she is receiving benefits, the surviving spouse, if covered at the death of the retiree, will continue to receive benefits through the remainder of the five-year period, subject to the same terms applicable to spouses of active members, such as spousal coverage payments and plan changes.

D. Communication with retirees

To enable FEA and the District to communicate with retirees regarding benefits matters, retiree addresses and related information must be kept up to date. To that end, each retiree shall be sent an annual survey by the District, directed to the most current address in the District records. Retirees are obligated to respond within 60 days of receipt; failure to respond will result in termination of benefits.

III. Recruiting and hiring retirees

Current California law permits the hiring under certain specified circumstances of retirees who may be receiving STRS or PERS benefits, for the purpose of increasing the pool of qualified certificated staff available to districts. This section shall apply to the hiring of certificated retirees into positions that would ordinarily be filled by bargaining unit employees, whether those retirees retired from this District or from another District.

A. Hiring Priority

The first preference of the parties is for the District to hire bargaining unit employees to fill openings and vacant positions. If the District is unable to meet its certificated staffing needs by hiring bargaining unit employees, then the District may hire a retiree. To ensure that candidates for bargaining unit employeeship are given ample opportunity to be considered, and that current bargaining unit employees are considered for possible 6th class assignments before any retirees are approached, the District shall not offer any contract to a retiree for a given school year prior to 15 days immediately preceding the opening of school. All such contracts shall expire on or before the end of the school year. The District has

discretion to hire retirees who best meet the needs of programs and students, but no retiree has any right to be hired or rehired.

B. One year sit-out requirement

To prevent the provisions of paragraph A above from being circumvented by a bargaining unit employee who during the last year of service before retirement may have influence over scheduling or recruiting for the next academic year, a retiree must have spent at least one year in retirement, not serving in a certificated position, before being hired to fill any opening that is posted prior to the beginning of school for the academic year in which the opening is to be filled. For any unexpected opening that was not posted prior to the beginning of the academic year, such as one created by serious illness of a bargaining unit employee arising after the academic year has begun, this restriction shall not apply.

C. No FEA membership or benefits

A retiree hired in accordance with this section may do work ordinarily performed by a bargaining unit employee. However, a retiree shall not be a unit member, shall not be required to pay dues to FEA, and shall not receive FEA health and welfare benefits (unless separately entitled under sections I and II of this Article above). Sick leave may be accrued at the rate of one day per month served, prorated for the retiree's FTE status, but the retiree shall not be entitled to personal necessity leave, or other paid leaves by virtue of being hired under this section. The District shall provide worker's compensation and unemployment insurance for any hired retiree, and such driven costs will be considered bargaining unit costs for revenue share allocation computations. No STRS or PERS contributions shall be made by the retiree or by the District for the retiree.

D. Compensation

The parties intend that staffing with retirees shall be on a revenue share allocation-neutral basis insofar as possible. To minimize the impact on the revenue share allocation, the parties agree that the rate of pay for a retiree shall be set such that the net bargaining unit cost to FEA (including salary and burdens) shall not exceed that which would be paid to a bargaining unit employee at the level of column 1, step 1 of the then current salary schedule. If there is a need for the retiree to return a second year, they will not advance on the schedule (no step, column, or career increment increases). The cost of such compensation will be applied to the revenue share allocation computation.

E. Duties

Hired retirees shall be assigned co-curricular duties in the same manner as bargaining unit employees. A retiree shall be required to attend faculty meetings, collaboration and curriculum meetings, Back-to-School Night, and mandatory staff development days. A retiree must be reasonably available for conferences with students and/or parents.

F. Special provision for retirement incentive

To permit the district to respond to anomalous situations that may arise in anticipation of staffing needs for the subsequent school year, for the purposes of saving costs and avoiding a need for involuntary transfers of bargaining unit employees, the parties agree as follows. After consultation and approval by FEA, during the spring term District Human Resources may approach veteran teachers in departments for which an overstaffing situation is expected, to determine their interest in choosing to retire at the end of the current school year if assured a .4 or lesser FTE position as a retiree for the following school year. Any bargaining unit employee so approached may decline the opportunity, and no pressure will be brought to bear on any such bargaining unit employee to influence his or her decision. If a bargaining unit employee accepts the opportunity, they may be hired immediately after retirement in accordance with paragraphs C, D, and E above (membership, compensation, and duties), but the restrictions of paragraphs A and B (hiring priority and sit-out requirement) shall not apply.

Article 17 Grievances

In consideration of the terms and conditions of this CBA, the parties agree that for the duration of this CBA FEA will not engage in or sanction a strike or withholding of the services to the District required by this CBA, and the District will not lock out FEA. Conflicts between FEA and the District are to be addressed through negotiation or through the provisions of this Article. The parties agree that the purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may from time to time arise affecting the welfare or working conditions of bargaining unit employees. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

I. Level I

A grievance shall first be discussed with the aggrieved bargaining unit employee's Principal with the objective of resolving the matter informally. The aggrieved may have a representative(s) present with the bargaining unit employee at this informal meeting. If it is agreeable, more than one meeting may be scheduled for the purpose of resolving the grievance at the informal stage. If the aggrieved is not satisfied with the disposition of the grievance, the bargaining unit employee may submit to the Principal the official grievance form. If the aggrieved has not filed a claim within ten days following the last meeting with the Principal in an attempt to resolve the matter informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, the aggrieved may:

A. Present and discuss the grievance personally with the Principal, or

B. Request that a representative(s) accompany the bargaining unit employee to present and discuss the grievance with the Principal, or

C. Request that a representative(s) act on the bargaining unit employee's behalf in presenting and discussing the grievance with the Principal. If the Principal determines additional information is needed, the Principal may schedule a meeting at which the aggrieved member and a FEA representative shall be present.

Within ten days after receipt of the written grievance by the Principal, the Principal or the bargaining unit employee's designee shall meet with the aggrieved and/or representative(s) in an effort to resolve the matter. Within ten days after the last Level I meeting, the Principal shall render a proposed resolution to the aggrieved, and to FEA, regardless of whether the aggrieved is represented by FEA.

Within ten days after receipt of a copy of the grievance and the Principal's proposed resolution, FEA shall transmit to the Principal its written response. Such response shall indicate agreement or disagreement with the Principal's proposed resolution. Supporting written rationale shall accompany a position of disagreement.

Within ten days after receipt of FEA's response, the Principal shall render a written decision to the aggrieved and to FEA.

II. Level II

If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if the Principal fails to meet any of the deadlines set forth in section I. above, the aggrieved or the bargaining unit employee's representative(s) may forward the official grievance form to the Superintendent. Submission to the Superintendent shall be timely if made within five days after the decision at Level I was received, or five days after the first deadline missed by the Principal, whichever is sooner.

Within ten days after receipt of the written grievance by the Superintendent, the Superintendent or the bargaining unit employee designee shall meet with the aggrieved and/or representative(s) in an effort to resolve the matter. Within ten days after the Level II meeting, the Superintendent shall provide a written proposed resolution to the aggrieved and to FEA, regardless of whether the aggrieved is represented by FEA.

Within ten days after receipt Superintendent's proposed resolution, FEA shall transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution.

Within ten days after receipt of FEA's response the Superintendent shall render a written decision to the aggrieved and send a copy to FEA

III. Level III

If the aggrieved is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of a Superintendent's written reply, FEA may within twenty days submit the grievance to arbitration. In such case, the parties shall request a list

of seven arbitrators who have been certified by the California State Conciliation Service (CSCS) or the American Arbitration Association (AAA).

No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and of the CSCS or AAA shall be divided equally between the District and FEA. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties request a transcript, the total cost of the transcripts shall be divided equally between the District and FEA.

A. Selection of arbitrators
An arbitrator shall be selected by the following procedures. Representatives of FEA and the District shall select the arbitrator from the CSCS or AAA list by eliminating names until one name remains. All grievances reaching the arbitration level shall be numbered. The odd-numbered grievance will give the District first elimination; even-numbered grievances will give FEA first elimination. The last remaining name shall be the arbitrator. The process of striking names shall occur within ten days of receipt of the list from CSCS or AAA by both parties.

B. Procedure
Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The arbitrator shall conduct the proceedings in accordance with the standards common to the field of arbitration including the exercise of the standards of equity. However, the arbitrator shall not have the authority to amend or modify the written terms and conditions of this CBA. Within thirty days after conclusion of the hearing, the arbitrator shall render a binding award in writing to the parties in interest.

IV. General provisions

A. Timing
Since it is important that grievances shall be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent. In the event a grievance is filed at such time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.

B. Change of representative
The aggrieved may change the designation of a representative(s) at Level I and II during the grievance process. Such change(s) shall be communicated in writing to all parties in interest.

C. Level skipping
If, in the judgment of FEA, a grievance affects a group or class of bargaining unit employees, the processing of such grievance may commence at Level II by mutual written consent of the parties.

D. Bargaining unit employees not supervised by a Principal
Aggrieved bargaining unit employees not under the supervision of a Principal may submit their claim to the appropriate District level administrator for processing at Level I.

E. Disclosure
The parties in interest agree to make available to each other all pertinent information not privileged under law or board policies in their possession or control and which is relevant to the issues raised by the grievance.

F. Stale complaints
No grievance shall be valid unless it shall have been presented at the appropriate level within twenty days after the aggrieved knew or should have known of the act or condition and its aggrieving nature that formed the basis of the grievance, and if not so presented, the grievance will be considered as waived.

G. Finality
A decision rendered at any level shall be considered final unless an appeal to the next level is made within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.

H. No reprisals
No party in interest shall take reprisals affecting the employment status of any bargaining unit employee, party in interest, any FEA representative, or any other participant in the grievance procedure by reason of such participation.

I. Separate records
Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved bargaining unit employee's official District personnel file.

J. Release time for grievance processing
At Level III, FEA shall be allowed release time for a grievance representative to attend all grievance sessions. Should the processing of any grievance require that the

aggrieved be released from their regular assignment, the aggrieved shall be released without loss of pay or benefits. In the event substitute coverage is necessary, the substitutes shall be secured through the regular substitute procedures.

Article 18 Negotiations

I. Continuing discussions

The parties intend and expect that continuing discussions will be held between FEA and the District throughout the term of this CBA for a variety of purposes, including ensuring implementation of, compliance with, and consistent application of the terms of this CBA, considering matters needing clarification, coping with changed or unanticipated circumstances through possible modification of this CBA, improving District, school, and FEA operations under this CBA, anticipating future needs, and preparing for an eventual successor CBA. Where possible, the parties intend that open, candid, and informal communication will precede any formal steps required by this Article.

II. Participants for the parties

Each party shall select its own negotiating representatives, provided that the District shall not select a bargaining unit employee as its representative and FEA shall not select as its representative a District employee who is not a unit member. Either party may utilize the services of outside consultants to assist in negotiations if desired.

III. Release for FEA President

To enhance the ability of FEA to participate in candid communications with the District, the FEA President shall be allotted 0.6 FTE of release time. Their teaching assignment shall be set as early in the morning as possible, that is, the first three periods, so that the maximum possible continuous block of time is available for addressing matters relating to this CBA.

IV. Release time for negotiators

Up to six unit members shall be eligible to receive up to ten days release time for negotiation of the successor to this CBA, to a maximum of sixty person-days. The parties may agree to additional days as may be necessary; however, for each additional person-day beyond sixty, an equal number shall be deducted from the fifty-four available during the summer pursuant to section V. below. Any extension of negotiating sessions beyond the workday shall be by mutual consent.

V. Summer negotiations

Unit members who participate in negotiating sessions during the summer vacation shall be eligible to receive pay at the daily substitute rate for each day of participation, provided that the total pay liability of the District shall not exceed fifty-four person-days. If the number of person-days worked exceeds fifty-four, the daily rate of pay shall decrease on a pro rata basis. FEA may utilize new representatives to substitute for those unable to attend. FEA shall keep an accurate record of the negotiating days worked during the summer by unit

members and submit a complete list of names and days worked to the District upon completion of summer negotiations.

VI. Schedule for formal steps

A. No later than the third Tuesday in March in the final year of this CBA, unless otherwise agreed, FEA shall present its initial proposal for a successor CBA to the District and to the public at a regular or special Board meeting. Within ten working days the District shall then make public its initial proposal. Thereafter, FEA may amend its initial proposal consistent with public notice requirements. Negotiations will begin by April 1st or thirty days following the public disclosure of the District's initial proposal, and/or any public disclosure of any amendments made to the initial proposals submitted by either party, which ever is later. If necessary, public hearing and Board adoption of initial proposals may take place at special Board meetings.

B. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

C. When the District and FEA have reached tentative agreement on all matters being negotiated, prior to implementation of the complete proposed successor CBA shall be submitted to and approved by the District and submitted to and approved by FEA in accordance with its by-laws.

D. If the District and FEA are unable to reach tentative agreement on all matters being negotiated, the impasse procedure prescribed by law shall be implemented after determination by PERB that impasse exists. However, nothing shall prevent the parties from attempting to resolve their differences through continued meetings and negotiations subsequent to the implementation of the impasse procedure.

Article 19 Waivers

To encourage initiative and innovation at the work site, the parties have provided a waiver process to permit deviations from the terms of this CBA under circumstances where additional flexibility may be advantageous. Since CBA breaches may not be apparent, originators of proposals that deviate from standard practice are strongly advised to consult with both the District and FEA so that the potential need for a waiver may be fully evaluated. Any proposal/project which breaches the CBA may be grieved for failure to submit a waiver application.

I. Submission process

If a waiver appears to be necessary, the proponents of the proposal shall submit it for approval by both parties.

A. Unit member originated proposals
In the case of unit member-originated proposals, FEA approval must be obtained in accordance with FEA's by-laws and internal procedures before submission to the District. Once FEA approval has been obtained, the proposal then may be presented to the District for its consideration. District evaluation of the proposal will be eased if the following information is included in the information and materials submitted to the District: purpose and description of the proposal; identification of the specific sites or departments to be affected; timelines for implementation and/or completion and duration of waiver; anticipated means of evaluating the results; and CBA language to be waived.

1. District approval process
Within fifteen duty days of submission of the proposal to the District for review, the originators will be notified of the status of their proposal. The District may request additional information about the proposal to aid in its deliberations. The goal shall be to complete this process within 45 duty days of submission or as soon thereafter as practicable. The District shall give written notice to FEA, the originators of a proposal, and the affected site Principal regarding whether a waiver has been approved.

B. District originated proposals
The District may request waiver of any of the terms of the CBA by FEA by submission of a proposal, accompanied by sufficient information to permit evaluation. FEA may request additional information as may be necessary to assist in its consideration. FEA will evaluate such proposals in accordance with its by-laws and internal procedures, with the goal of responding to the District within 45 days, or as soon thereafter as practical. FEA will provide a written response to the District if so requested.

II. Renewals

Waivers will not ordinarily be approved for more than one school year in duration, and will expire if not renewed. A renewal may be requested, following the same procedure used for the original submission. Any renewal request should include a rationale for continuing the project or proposal, and an indication of the results of the project or proposal to date.

A. Single renewal option
If so designated at the time of the original proposal, a waiver may be set to require only one annual renewal. After the first renewal, a waiver for such a proposal will automatically become the norm for the school sites operating under the waiver, unless and until there is a school site decision to modify the waiver or return to the original CBA language provision by terminating the waiver.

III. Waiver termination

A waiver shall terminate if:

A. the terms of the waiver itself require it;

B. the waiver expires and is not renewed;

C. any predetermined event or condition to terminate the waiver as set forth in the proposal comes to pass;

D. there is a joint determination by FEA and the District to terminate the waiver, independent of any specific event or predetermined condition; or

E. a petition by the originators of the proposal and/or any affected unit member requesting termination is presented to and approved by FEA and thereafter by the District.

IV. Modifications

A request to modify an existing waiver shall submitted and considered following the same process used for new proposals.

V. Grievances

The following shall be subject to the grievance process under this CBA:

A. the waiver application process; and

B. any misapplication of waiver provisions of specific CBA language.

The failure of FEA or the District to identify a restructuring proposal as requiring a waiver shall not preclude the filing of a grievance for an alleged breach of this CBA.

Implementation of the any proposal project terms and conditions not within the scope of this CBA and that did not require CBA language to be waived shall not be grievable.

VI. Incorporation into and impact on CBA

Upon approval of any waiver, a modification of this CBA in accordance with Article 29 shall be made to incorporate the effective terms of the waiver, so that no other document need be consulted to ascertain all the currently binding terms. The wording of the modification used to reflect the waiver shall clearly specify all appropriate limitations of the waiver as to scope, effect, and duration. It is understood that approved waivers are not precedent setting, and that any waiver is applicable only to the specific site or sites for which the waiver is granted and only for the specified duration, and that the unmodified language of this CBA shall continue to be binding for all other sites.

Article 20 Middle College

The District has determined to operate a Middle College program for students of the school district and may at some later date choose to discontinue the program.

I. Assignment of bargaining unit employees

Only bargaining unit employees who have volunteered to teach in the Middle College shall be assigned to teach in the program. No bargaining unit employee shall be involuntarily transferred to the Middle College program. A bargaining unit employee on partial or full-time assignment at the Middle College site may request a voluntary transfer to a comprehensive high school under Article 8. If a voluntary transfer is not available, the bargaining unit employee may demand that the District invoke the involuntary transfer provisions of Article 8 to effect a transfer no later than the beginning of the fall semester of the next school year.

II. Adjustment to duties

A. Bargaining unit employees who volunteer for and are assigned to the Middle College shall perform services according to the community college academic calendar with the addition of days necessary to bring the total workdays to the one hundred eighty-four days normally required of bargaining unit employees. bargaining unit employees shall be compensated on a per diem basis for any days up to a maximum of ten days worked beyond the one hundred eighty-four days required of bargaining unit employees on the regular school calendar. Scheduling of the additional days shall be coordinated by the bargaining unit employees subject to the approval of the administrator in charge of the determined and assigned by the District shall be reimbursed at the per diem rate. Verification of the additional and assigned days worked is the responsibility of the bargaining unit employee who shall submit a list of the days to the administrator in charge.

B. The daily schedule shall be subject to the same 450 minute per day limit as for other bargaining unit employees.

C. Bargaining unit employees involved in the Middle College program may be assigned to the District and/or De Anza staff for coordination meetings, other planning meetings, and recruitment programs in lieu of the twenty (20) hours of co-curricular duties time and normal staff meeting requirements of Article 5, but the time shall not exceed the total time required of regular teachers.

D. The Middle College program shall be staffed at a program average ratio of 1 FTE for every 32.5 students.

Article 21 Summer school

I. Selection process

The District shall post all summer school positions in accordance with the paid co-curricular duties section stipulated in Article 5 X.

II. Summer calendar

A. The summer school calendar for the subsequent school year shall be determined through the consultation process by the District and FEA prior to January 1 of each year of this CBA.

B. The number of days for the regular summer school session shall be no more than thirty. The length of the workday for bargaining unit employees shall be five hours, consisting of four hours of classroom teaching and one hour of ERAP.

III. Class size

A. Summer School class size shall not exceed the student to staff ratios outlined in Article 6, Section II.

Article 22 Faculty advisory committees

All bargaining unit employees at each site are expected to be involved in the development and improvement of the instructional program. To this end, Faculty Advisory Committees (FAC) may be formed to take an active role in participative decision making. The method for selection and at each site shall be determined by FEA membership balloting. Faculty Advisory Committees shall have a minimum of five elected certificated participants and a maximum of ten elected participants. The site president shall sit in on the Faculty Advisory Committee. The Faculty Advisory Committee shall meet with the Principal to review and discuss non-contractual local school issues, practices and budget. The Faculty Advisory Committee shall play an active role in the revision, development or improvement of site practices and shall provide the opportunity for the staff to exchange ideas and engage in planning.

Article 23 Staff development days

I. Offerings subject to available funding

To the extent that funding is available, the District may establish one or more optional staff development days, to be held on dates consistent with those provided for that purpose in the calendars shown in Article 24 below (indicated as “non-duty day”). Bargaining unit employees choosing not to participate shall have no duties on those dates. If no such optional program is offered on one or more of those dates, that date shall be deemed a non-duty day for all bargaining unit employees.

II. Compensation

Bargaining unit employees who attend the full program offered on one of the optional staff development days under this Article shall be compensated at the rate of $260 for each full day program and $130 for each half day program. Members who do not attend or who attend for less than the full program on a given day are not entitled to compensation for that day. However, a bargaining unit employee engaged in school/district related activities that prevent the bargaining unit employee from attending all or part of an optional staff development day shall be excused by the District and shall receive the appropriate compensation as if he/she had attended providing he/she receives prior approval from the District.

III. No impact on evaluation

A bargaining unit employee's attendance or non-attendance shall not be a factor in the bargaining unit employee's evaluation under Article 13.

Article 24 Calendars and schedules

I. Calendars

The academic calendars for 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years are shown below. Dates for periodic reporting of grades are included, and shall apply to all sites. (The fall reporting date is computed as the second Tuesday in January on which students are in attendance; the spring reporting date is computed as the Tuesday following graduation.) Two graduation dates are provided to accommodate site choices for Thursday evening or Friday morning commencement exercises.

2026

JUL

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUG

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	**4**	5	**6**	**7**	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

4 - Counselors Begin
6-7 - New Teacher Orientation
11-14 Teacher Work Days
17 - First Day of School

11 days / 11 Total Sem. 1

SEP

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	**25**	26
27	28	29	30			

7 - Labor Day

25 - End of 1st Progress Report Pd.

21 days / 32 Total Sem. 1

OCT

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 - Indigenous Peoples Day

21 days / 53 Total Sem. 1

NOV

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	**6**	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 - End of 2nd Progress Report Pd.
11 - Veterans Day

25-27 - Thanksgiving Break

17 days / 68 Total Sem. 1

DEC

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	**18**	19
20	21	22	23	24	25	26
27	28	29	30	31		

18 - End of Semester 1
21-31 - Holiday Break (until Jan. 4)

14 days / 84 Total Sem. 1

2027

JAN

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	**4**	5	6	7	8	9
10	11	**12**	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 - Holiday Break Continued
4 - Semester 2 Begins
12 - Sem 1 Grades Due
18 - Martin Luther King Day

19 days / 19 Total Sem. 2

FEB

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	**26**	27
28						

15-19 - Winter Break
26 - End of 4th Progress Report Pd.

15 days / 34 Total Sem. 2

MAR

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15 - Non Duty Day - No Students

22 days / 56 Total Sem. 2

APR

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	**23**	24
25	26	27	28	29	30	

12-16 - Spring Break
23 - End of 5th Progress Report Pd.

17 days / 73 Total Sem. 2

MAY

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 - Memorial Day

20 days / 93 Total Sem. 2

JUN

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	**3**	4	5
6	7	**8**	**9**	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

3 - Last Day of School, 3-4 Graduation
4 - Teacher Work Day - No Students
8 - Semester 2 Grades Due
9 - Counselors Last Day

4 days / 96 Total Sem. 2

2027

JUL

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUG

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

3-9 - Counselor Work Days
10 - Teacher Work Day
11-13 Teacher Work Days
16 - First Day of School

12 days / 12 Total Sem. 1

SEP

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 - Labor Day
24 - Sem. 1 Progress Grading Period 1 Ends
28 - Grades Due
30 - Grading Comments Due

21 days / 33 Total Sem. 1

OCT

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11 - Ind. Peoples Day

20 days / 53 Total Sem. 1

NOV

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

5 - Sem. 1 Progress Grading Period 2 Ends
9 - Grades Due
11 - Veterans Day
12 - Grading Comments Due
24 - non-student, non-FEA work day
25-26 - Thanksgiving

18 days / 71 Total Sem. 1

DEC

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

17- Final Schedule Day/Semester 1 Ends
20-31 - Holiday Break

13 days / 84 Total Sem. 1

2028

JAN

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1-2 Holiday Break Continued
3 - Semester 2 Begins
11 - Semester 1 Grades Due
13 - Semester 1 Comments Due
17 - MLK Day

20 days / 20 Total Sem. 2

FEB

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

18 - Sem. 2 Progress Grading Period 1 Ends
21-25 - Winter Break
29 - Grades Due

16 days / 36 Total Sem. 2

MAR

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2 - Grading Comments Due
13 - Non Duty Day

22 days / 58 Total Sem. 2

APR

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

10-14 - Spring Break
21 - Sem. 2 Progress Grading Period 2 Ends
25 - Grades Due
27 - Grading Comments Due

15 days / 73 Total Sem. 2

MAY

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29 - Memorial Day

22 days / 95 Total Sem. 2

JUN

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1 - Last Day of School/Semester 2 Ends
2 - Teacher Work Day
5-7 - Counselor Work Days
6 - Semester 2 Grades Due
8 - Semester 2 Grading Comments Due

1 day / 96 Total Sem. 2

2028

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUL

AUG

8-14 Counselor Work Days
15- Teacher Work Day
16-18 Teacher Work Days
21 - First Day of School

9 days / 9 Total Sem. 1

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEP

4 - Labor Day

29 - Sem. 1 Progress Grading Period 1 Ends
20 days / 29 Total Sem. 1

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCT

3 - Grades Due
5 - Grading Comments Due
9 - Ind. Peoples Day

21 days / 50 Total Sem. 1

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NOV

9 - Sem. 1 Progress Grading Period 2 Ends
10 - Veterans Day (Observed)
14 - Grades Due
16 - Grading Comments Due
22-non-student, non-FEA work day
22-24 - Thanksgiving
18 days / 68 Total Sem. 1

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DEC

22-Final Schedule Day/Sem. 1 Ends
25-29 - Holiday Break
16 days / 84 Total Sem. 1

2029

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JAN

1-5 Holiday Break Continued
8 - Semester 2 Begins
15 - MLK Day
16 - Sem. 1 Grades Due
18 - Sem. 1 Grading Comments Due
17 days / 17 Total Sem. 2

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

FEB

19-23 - Winter Break

15 days / 32 Total Sem. 2

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAR

2 - Sem. 2 Progress Grading Period 1 Ends
6 - Grades Due
8 - Grading Comments Due
19 - Non Duty Day

21 days / 53 Total Sem. 2

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

APR

16-20 - Spring Break
27 - Sem. 2 Progress Grading Period 2 Ends

16 days / 69 Total Sem. 2

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MAY

1 - Grades Due
3 - Grading Comments Due

28 - Memorial Day
22 days / 91 Total Sem. 2

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUN

7 - Last Day of School/Sem. 2 Ends
8 - Teacher Work Day
11-13 Counselor Work Days
12 - Grades Due
14 - Grading Comments Due
5 days / 96 Total Sem. 2

2029

JUL

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUG

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

7 - 13 Counselor Work Days
14- Teacher Work Day
15-17 Teacher Work Days
20 - First Day of School

10 days / 10 Total Sem. 1

SEP

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 - Labor Day

28 - Sem. 1 Grading Period 1 Ends

19 days / 29 Total Sem. 1

OCT

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2 - Grades Due
4 - Grading Comments Due
8 - Ind. Peoples Day

22 days / 51 Total Sem. 1

NOV

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9 - Sem. 1 Grading Period 2 Ends
12 - Veterans Day (Observed)
13 - Grades Due
15 - Grading Comments Due
21-non-student, non-FEA work day
22-23 - Thanksgiving

18 days / 69 Total Sem. 1

DEC

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

21-Final Schedule Day/Sem. 1 Ends
24-31 - Holiday Break

15 days / 84 Total Sem. 1

2030

JAN

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-4 Holiday Break Continued
7 - Semester 2 Begins
15 - Sem. 1 Grades Due
17 - Sem. 1 Grading Comments Due
21 - MLK Day

18 days / 18 Total Sem. 2

FEB

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

15 - Sem. 2 Grading Period 1 Ends
18-22 - Winter Break
26 - Grades Due
28 - Grading Comments Due

15 days / 33 Total Sem. 2

MAR

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18 - Non Duty Day

20 days / 53 Total Sem. 2

APR

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

15-19 - Spring Break
26 - Sem. 2 Grading Period 2 Ends
30 - Grades Due

17 days / 70 Total Sem. 2

MAY

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2 - Grading Comments Due
27 - Memorial Day

22 days / 92 Total Sem. 2

JUN

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6 - Last Day of School
7 - Teacher Work Day
10 - 12 Counselor Work Days
11 - Semester Grades Due
13 - Semester 2 Grading Comments Due

4 days / 96 Total Sem. 2

(1)
CJ2

II. Bell Schedule

MONDAY			TUESDAY / THURSDAY			WEDNESDAY / FRIDAY		
1	8:30	9:15	1	8:30	10:00	4	8:30	10:05
2	9:20	10:05	2	10:05	11:35	Tut	10:10	10:50
Tut	10:10	10:35	Br	11:35	11:50	Br	10:50	11:05
3	10:40	11:25	3	12:00	1:30	5	11:15	12:45
Br	11:25	11:40	Lu	1:30	2:10	Lu	12:45	1:25
4	11:50	12:35	7	2:20	3:50	6	1:35	3:05
5	12:40	1:25						
Lu	1:25	2:05						
6	2:15	3:00						
7	3:05	3:50						

Article 25 School closure

I. Guiding philosophy

The parties intend that the closure of a school should be treated as a district-wide event rather than restricted to a merely local event at the affected campus. Consequently, if closure of a school becomes necessary, the District and FEA will proceed as if *all* are to close, but one fewer will reopen. The transfer of teachers will be based on credentials, requests, and seniority, and shall be consistent with the general transfer and reassignment provisions of Article 8.

II. Procedures

The following implementation procedure shall be applied:

A. A list of vacancies shall be distributed to all bargaining unit employees. Within seven days, each bargaining unit employee shall return an information card to the respective Principal ranking, by order of choice, five positions from the list of vacancies.

B. If two or more bargaining unit employees have the same date of hire, such tie(s) shall be broken by lottery.

C. Bargaining unit employees to be transferred shall be notified as soon as possible of their new school placement.

D. If positions are not filled and if bargaining unit employees have not been placed, volunteers shall be sought from those already placed whose transfer to an open position would create an opening for the bargaining unit employee without a position. If no volunteer is forthcoming, the unassigned bargaining unit employee shall be placed in the position of the next more senior bargaining unit employee who can fill one of the open positions. Such placement of an unassigned bargaining unit employee is on condition that there is no senior laid off bargaining unit employee who is authorized and competent to serve in that position.

E. Vacancies which occur subsequent to the distribution of openings under section 1 above shall be filled in accordance with Article 8.

Article 26 Glossary of terms

Aggrieved	a bargaining unit employee or FEA asserting a grievance.
Annualized FTE	the portion of a full time assignment served by a bargaining unit employee when measured over a full school year, to account for a difference in assignments from one term to another; for example, a bargaining unit employee who works full time for half the year and not at all for the other half represents 0.5 annualized FTE
Assignment	the initial placement of a bargaining unit employee in a specific school site and department(s) by the District
Bargaining unit employee	an employee of the District belonging to the bargaining unit set forth in Article 1 - III. The term refers to membership in the bargaining unit, not membership in FEA
Claim	the assertion of a grievance by one or more bargaining unit employees, FEA, or its representative(s).
District	the Fremont Union High School District, whether acting through its Board or through its designees or administrative employees
Emergency	a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
FEA	the Fremont Education Association.
Grievance	a claim by one or more bargaining unit employees of an alleged breach, misinterpretation, or misapplication of the terms and conditions of this CBA.
Immediate Family	mother, father, grandmother, grandfather, or grandchildren of the bargaining unit employee or the spouse or registered domestic partner of the employee, son, son-in-law, daughter, daughter-in-law, brother, stepchild, brother-in-law, sister or sister-in-law of the employee, or any person living in the immediate household of the employee; a person standing *in loco parentis* shall be considered as a member of the immediate family.
Individual Grievance	a claim submitted by a bargaining unit employee to the District without the intervention of FEA.
Industrial accident or illness	an illness or injury which qualifies under Workers' Compensation laws of the State as being work connected.
Non-teaching	a bargaining unit employee who does not have a classroom assignment and/or does not issue grades.

Off-the-top	those expenses to be deducted from revenues before year-to-year comparison in accordance with Article 14 F 2 for revenue share allocation purposes, as agreed by the parties.
Party in Interest	the person or persons making a claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
Presentation	Use of instructional strategies, activities, and materials.
Reassignment	the change of assignment from one instructional department to another at the same location.
Serious illness	illness where death is imminent, may result in permanent disability, or requires hospital surgery.
Shared Full-Time	two bargaining unit employees occupying a single full-time position each of whom is employed on a full-time basis for one semester of the school year with the other semester off
Spouse	a bargaining unit employee's husband, wife, or registered domestic partner
STRS	the California State Teacher Retirement System.
Superintendent	the Superintendent of Schools or the Superintendent's designee.
Transfer	a District action, which results in the movement of a bargaining unit employee from one site to another (such as Cupertino, Fremont, Homestead, Lynbrook, Monta Vista, District Office) for all or part of the duty day.
Unauthorized leave	absence resulting in nonperformance of duties and responsibilities assigned by the District, duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education, and District policies and regulations, including, but not limited to, individual or collective refusals to provide service, unauthorized use of leave benefits, and/or nonattendance at required meetings during the regular workday.
Unit Member	membership in FEA.

Article 27 Summary of consultation obligations.

For the convenience of the parties, the listing below summarizes the obligations to consult during the term of this CBA as set forth in the preceding Articles. This list is not intended to modify, vary, control, interpret, or supersede any other part of this CBA in any way. It is provided only as an aid to compliance with the controlling terms, which may be found by reference to the specific sections referenced below. The parties acknowledge that this list may be incomplete, and that omission here does not alter or relieve any obligations set out

above.

I. Consultation required in general

Art 2 II D and
Art 3 VII Determining curriculum
Art 21 Principals consult with Faculty Advisory Committees

II. Consultation required when an issue arises

Art 4 VII Before assigning classroom assistant (with member)
Art 5 III B 1c Variation in student case load for special education teachers
Art 5 XI C Creation of non-standard alternative duty assignment
Art 5 XI J Modification of a non-standard alternative duty assignment
Art 6 VII A Notice of intent to create combined classes for staffing, and consultation re same
Art 4 VIII D Scheduling parental visits (consult with member)
Art 7 VI Exceptions to prohibition of employment while on leave
Art 15 IV B 7 Unique situations for course approval / salary placement
Art 15 IV D Any assignment exceeding 1.2 FTE
Art 15 V G Creation of any new paid co-curricular position / stipend
Art 15 XII G Carrier change to benefits\
Art 15 I A 3 timing and sources for replenishing reserve

III. Consultation required each semester:

Art. 5 IX A 2 All co-curricular assignments, (consult with FEA site appointee)
Art 10 II C Co-curr. duties for part-timers (site admin with affected employees)

IV. Consultation required annually

Art 5 I All members / positions with extended work year
Art 5 XI C All non-standard alternative duty assignments in force
Art 5 XII A Special program duties, FTE status, and no-lunch stipends
Art 6 I Changes to staffing model
Art 11 I ***All*** (mandatory) departments participate in Department Lead position selections and/or re-appointments, as set by matrix
Art 15 V A 2 With Athletic Directors, to assign release period(s), and review as set by matrix
Art 15 I J 1 Forecasts to be used in computing look-ahead predictions

V. Consultation required annually, by 40th day

Art 6 IV Staffing and class size ratios

VI. Consultation required annually, prior to Jan 1

Art 21 II A Summer school calendar

VII. Consultation required annually, in the Spring

Art 5 III B 2 Lead Resource Specialist duty assignments
Art 11 VI A EL Coordinator releases/stipends
Art 16 III F Before offering any retirement employment incentive

Article 28 Split site teacher appendix

The purpose of this section is to provide clarity around the rights and responsibilities of classroom teachers who are teaching at two sites. While some of the language is new, other sections are duplicated from other parts of this CBA. This redundancy is intentional, and its purpose is to consolidate all the split site teacher provisions in one area.

I. General: In accordance with Article 5, section X, teachers may be assigned to no more than two schools in the District during the regular school year. Teaching assignments which place bargaining unit employees at two schools during the duty day shall be made in accordance with the procedures of Article 8 (Transfer) of this CBA. Schedules of bargaining unit employees who are assigned to more than one school shall be arranged so that no such bargaining unit employee shall be required to make more than a one-way trip each day between the schools.

II. Transportation: Bargaining unit employees may be required to provide their own transportation in the performance of their employment-connected and employment-related duties. Bargaining unit employees providing such transportation shall be reimbursed at the mileage rate specified in Article 14 of this CBA. Bargaining unit employees on a multi-school assignment shall receive a travel stipend to compensate for daily traveling between the schools of assignment, as set forth in Article 14, as their only compensation for both travel expense and inconvenience and shall not receive separate mileage rate compensation.

III. Classroom Prep Time: With prior notification to site administration, teachers who are assigned to two schools shall be able to request up to 5 additional hours of pay for work on classroom set-up outside of the regular duty day and/or beginning of school days. The payment request must be made by the end of the first week with students otherwise payment is forfeited. The request shall be paid out by the non-primary site. Split-site teachers shall not have their 15 hours of classroom preparation time encroached upon for additional meetings at either assigned site.

IV. Length of Day: In accordance with Article 5, Section II, it is recognized that teachers who teach at two sites cannot be present during all instructional periods, due to travel time. Teachers who fall into this category shall communicate a schedule with an administrative designee that is designed to set expectations for availability, while allowing for appropriate travel time.

V. Meeting Attendance: Teachers who teach at two sites shall not be subject to increased meeting assignments beyond what is described in Article IX: Meeting attendance. The bargaining unit employee shall attend the required after-school meetings where they complete their day. The goal of this section is to avoid having the bargaining unit member travel to the other school for the sole purpose of a staff meeting.

> *Illustrative example: A teacher is scheduled to teach Periods 1 and 2 and 3 at Fremont High School and periods 5 and 6 at Lynbrook High School. If the monthly after school meeting is held on Wednesday, the staff member is expected to attend at Lynbrook.*

VI. Advisories: Split site teachers shall not be required to attend to more than 8 advisories as written in Article 5, Section V. Site administration shall coordinate with the teacher which site is the primary assignment for Advisories.

VII. Co-Curricular Supervision Duties: Teachers who are at two sites shall be assigned no more than 4 assignments total. The teacher will sign up for duties at the school where the majority of

their work day is assigned. Should a teacher wish to change the school at which they fulfill their required duties, they must seek permission from administration.

IIX. Back to School Night: Split site teachers shall participate in the first scheduled back-to-school night without additional compensation. The split site teacher shall receive hourly pay for the second scheduled back-to-school night. If scheduled on the same night, the site with the greatest number of teaching periods shall be the default.

IX. Graduation: Split site teachers shall participate in one graduation exercise per year at the site with the greatest number of teaching periods unless coordinated otherwise with the site administration.

X. Departmental Control of Class Size: The provisions of Article 6 which trigger automatic staffing review shall apply to split-site teachers. The combined total number of students assigned the split-site teacher shall be the operating factor.

XI. Department Leads: Split site teachers are eligible to be Department Leads for one school assignment. Split site teachers may not be Department Leads for simultaneous school sites.

XII. Compensatory Time: Should a split-site teacher choose compensatory time in lieu of hourly pay, the default shall be that each site monitors the accrual/usage independently. However, should a split-site teacher wish to use comp time accrued at School A, to be used at School B (or in combination), the teacher shall communicate with the site executive assistant to assist with that transaction.

XIII. Communication: When a teacher is assigned to be at two sites, the teacher and an administrator from each site shall communicate with one another to establish clarity on expectations that are consistent with the provisions in the Collective Bargaining Agreement. The following items shall be reviewed:

· Evaluation: The site where the teacher has the majority assignment (henceforth referred to as “majority school”) shall be responsible for adhering to the evaluation stipulations contained in Article 13, including the annual conference, and be responsible for the Summary Evaluation. Nothing shall prohibit the minority school site from doing observations in accordance with the stipulations of Article 13.

· Schedule: The assigned periods at each site shall be reviewed. Expectations around what times the teacher is expected to be at each site – allowing for appropriate travel time – shall be discussed and agreed upon, and committed to writing. Changes can be made to this agreement through mutual consent.

· First 4 days of duty: the teacher and the site administrator will discuss the attendance expectations for the meetings, PLC/department/curriculum time, recognizing that an employee cannot be in two places at once.

· Back To School Night (BTSN) - the expectation – if scheduling permits – is that the teacher shall attend both BTSN’s to the extent possible. The teacher will be given hourly pay for the second BTSN.

· Summer Hours – Should the District provide opportunities for bargaining unit employees to have compensated hourly pay for collaborative summer work in course-alike teams, the

split-site teacher, in order to encourage collaboration with teachers at both sites, shall be allowed to work 10 additional hours beyond what is stipulated by District Administration.

· Staff meeting expectations: The bargaining unit employee shall attend the required ERAP/after-school meetings at the site where the member teaches at the end of the day. Additional meetings may be attended by the unit member, but only on a strictly voluntary basis.

· Co-curricular assignment provision: the teacher's co-curricular assignments shall be assigned through the majority school, unless mutually agreed otherwise.

· Compensatory Time Procedure

· Limits on total number of students in accordance with Article 6

· Advisories - the split site teacher shall be responsible for the Advisory provisions as articulated in Article 5 at the one, and only one school where the assigned teaching schedule is most amenable to the advisory time frame.

· Graduation - member shall consult with admin which one (not both) they will do supervision duty for

· CAASP expectations

· Email distribution list/other technology access for both schools

· Paycheck and attendance: shall sign both monthly attendance reports. The majority school will house the pay warrants. Site admin will confirm with HR that pay warrant is indeed at majority school.

Article 29 Effective dates, integration, modification, severability, distribution

I. Effective dates of this CBA

This CBA shall be effective from July 1, 2026 to June 30, 2029.

II. Integration

This CBA contains the entire understanding of the parties, integrates all prior negotiations and agreements, and settles all issues which were or could have been negotiated between the parties. Any rule, regulation, expectation, or practice of the District inconsistent with this CBA is superseded by this CBA.

III. Modifications

No modification to this CBA shall be effective unless in writing and executed by duly authorized representatives of both parties.

IV. No waiver through inaction

The failure of either party to enforce any right, exploit the benefits of any provision, or exercise any power granted to it under this CBA shall not be deemed to be a waiver of that right as to the future, and shall not be deemed to establish any binding precedent or expected course of conduct.

V. Severability of terms

If any term of this CBA is found void, invalid, unenforceable, or contrary to law by a court of competent jurisdiction, the remaining terms shall retain full force and effect.

VI. Section titles

Section titles throughout this CBA are provided for organizational convenience only and are not limiting as to the terms of this CBA.

VII. Distribution

As soon as possible following the ratification of this CBA by both parties, the District, at its expense, will provide sufficient copies of this CBA for distribution to all members employed during the effective dates. Following distribution of this CBA, if there are modifications, the cost of reproducing such modifications shall be borne by the District. The parties agree that readily accessible electronic copies of this CBA, made available to all members by the District, will satisfy the intent of this section.

VIII. Archiving and updating

The parties wish to avoid situations in which the currently binding terms are distributed across one master agreement and a collection of memoranda of understanding, making it inconvenient and error-prone to track the current status of any particular provision. To that end, the parties agree to:

A. incorporate any agreed upon modifications to this CBA into the CBA itself promptly after such modifications are made, and to make the thus revised CBA available electronically to bargaining unit employees, and

B. Retain archived copies of this CBA, so that its status and content at any given time in the past may be easily ascertained.

IX. Execution

Agreement to the terms of this CBA is indicated by the signatures of the authorized representatives of the parties below.

IX. Execution

Carley Stavis
Fremont Education Association (FEA)

Bonnie Belshe, Chair
FEA Negotiating Team

Geoff Beckstrom
FEA Negotiating Team

Angie Esswein
FEA Negotiating Team

Brad Fulk
FEA Negotiating Team

Laura Ryner
FEA Negotiating Team

Stanley Kou, President
Board of Trustees

Graham Clark
Superintendent of Schools

Paula Robinson
FUHSD Negotiating Team

Greg Giglio
FUHSD Negotiating Team

Jason Crutchfield
FUHSD Negotiating Team

Brooke Chan
FUHSD Negotiating Team

Terri Hannigan
FUHSD Negotiating Team

Jenina Moreno
FUHSD Negotiating Team