

COLLECTIVE BARGAINING
AGREEMENT

between

FORTUNA
ELEMENTARY
SCHOOL DISTRICT

and

FORTUNA
ELEMENTARY
TEACHERS' ASSOCIATION

July 1, 2021 to June 30, 2024

Revised: 9/11/23

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ARTICLE 1 AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) between the Board of Trustees of the Fortuna Elementary School District (“Board”) and the Fortuna Elementary Teachers’ Association/CTA/NEA (“Association”), a certificated employee organization.
- 1.2 The Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Educational Employment Relations Act (EERA).
- 1.3 This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024. Any changes to the contract during this period shall be negotiated between the parties.

ARTICLE 2

RECOGNITION

- 2.1 The board recognizes the Association as the exclusive representative of all certificated employees of the District except the superintendent, all other administrators, management, classified and confidential employees and all substitute teachers for the purpose of meeting and negotiating

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ARTICLE 3

EFFECT OF AGREEMENT

- 3.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures with which they are in conflict and over conflicting state laws, only to the extent permitted by state law. In the absence of specific restrictive provisions in this Agreement, the District shall be free to continue, alter, or institute practices or procedures as seen fit, provided, however, that no practice or procedures shall be contrary to law or the terms of this Agreement. The Association may ask to meet and consult with the superintendent or his/her designee on proposed changes in District policies, which affect unit members
- 3.2 All unit member contracts shall conform to the terms of this Agreement.
- 3.3 The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing to be a term and condition of this Agreement.
- 3.4 The Agreement shall supersede any rules, regulations, or practices of the District, except as provided in Section 3.1 above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
- 3.5 The parties to this Agreement shall not interpret, apply or implement this Agreement, or its terms, in a manner that is arbitrary, capricious, or discriminatory.
- 3.6 The parties shall administer this Agreement with uniform application and effect.

ARTICLE 4 ASSOCIATION RIGHTS

4.1 MAIL FACILITIES:

The Association shall have the right to use the District mail service, District computer network, and unit member mailboxes for lawful Association business-related communications to unit members without interference, censorship, or examination of such communications by the District.

4.2 BULLETIN BOARDS:

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

4.3 USE OF BUILDINGS AND EQUIPMENT:

The Association shall have the right to use school facilities and equipment, including copying equipment, during all reasonable hours, outside of the school day for meetings and other Association activities.

4.4 ACCESS TO WORK SITE:

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all classroom instruction or any school function.

4.5 ACCESS TO INFORMATION:

The District, upon written request by the Association, agrees to furnish, free of charge, within five (5) days, all available information concerning the financial resources and professional staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, preliminary budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and telephone numbers of all unit members, salaries paid thereto, educational background, and other information that may be used in negotiations and processing grievances. In

addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. One (1) copy of all state/federally-required documents will be provided free of charge. Board meeting related materials will also be provided free of charge.

4.6 COMMITTEE REPRESENTATION:

The Association shall select unit member representatives to school site councils; unit member representatives on committees to develop standards of proficiency; unit member representatives on any committee developing staff development programs; and unit member representatives on any school-based program coordination committee. In addition, the Association may be asked to appoint unit member representatives to any ad hoc committee established by the Board or any other committee established under the Education Code.

ARTICLE 5
MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- 5.2 The District's powers and authority shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 5.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency involving the Office of Emergency Services, law enforcement, fire safety personnel, or public health.

ARTICLE 6
ORGANIZATIONAL SECURITY

6.1 DUES DEDUCTION

- 6.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Within ten (10) days of the start of the school year, all unit members shall be solicited for Association membership. Thereafter, Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members. FETA shall indemnify the District for any claims made by a unit member for deductions made in reliance on information provided by FETA. FETA reserves its rights under Gov't Code section 3546(e).
- 6.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 6.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues the District agrees promptly to remit such moneys to the Association and to indicate any changes in personnel from the list previously furnished.
- 6.1.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 7
NON-DISCRIMINATION

- 7.1 The district shall insure that application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
- 7.2 The parties acknowledge the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. Therefore, it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile. This section of this Agreement shall not be subject to grievance. Unit members who believe they have been the subject of discrimination pursuant to the laws cited in this section shall exercise their rights to pursue a claim through the appropriate government agency, or a court of competent jurisdiction.
- 7.3 The District shall not discriminate against a unit member because of his/her membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. Assertions of discrimination for these reasons shall be subject to the grievance article contained in the Agreement and/or the filing of an unfair labor practice with the Public Employees Relations Board as may be appropriate.

ARTICLE 8 DEFINITIONS

- 8.1 **Unit member** refers to any employee who is included in the appropriate unit as defined in Article 1 and therefore covered by the terms and provisions of this Agreement. Unit members are certificated employees including permanent, probationary and temporary teachers but not substitute teachers and long-term substitutes.
- 8.2 **Day** means any day the district office is open to the public.
- 8.3 **Paid Leave of Absence** means that a unit member shall be entitled to:
- a. receive wages and all health and welfare benefits
 - b. return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave if it still exists, and
 - c. receive credit for annual salary increments provided during his/her leave
- 8.4 **Unpaid Leave of Absence** means a continued employment relationship with the District, but without compensation of any kind.
- 8.5 **School Day** means a day of student instruction regardless of length.
- 8.6 **Immediate Family** means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).
- 8.7 **Daily Rate of Pay** means the unit member's annual salary divided by the number of duty days required by the Agreement.
- 8.8 **Hourly Rate of Pay** means the daily rate of pay divided by seven (7).
- 8.9 **Duty Days** means calendar days during which unit members are required to be working at school.
- 8.10 **Seniority** ranks unit members by continuous employment from the first day of paid probationary service to the District.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 DEFINITIONS:

9.1.1 **Grievance** is a claim by a unit member or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

9.1.2 **Grievant** is the person or persons making the claim, including the Association.

9.1.3 **Party in Interest** is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

9.1.4 **Day** is any day in which the District office is open for business.

9.2 INFORMAL LEVEL:

Unit members considering filing a grievance will, after consultation with Association leadership, request by email an informal meeting with the site administrator or person causing the grievance to be considered. The Parties will meet within ten (10) days of the request for an informal meeting. The unit member may bring an Association member of his/her choice to the informal meeting. In the event that there is no resolution at the informal meeting or there is no informal meeting held within ten (10) days of the unit member's request, the matter shall be submitted for formal processing at the lowest appropriate level.

9.3 FORMAL LEVEL:

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution to all grievances under the Agreement. Both parties agree that these proceedings will be kept confidential at Levels 1 and 2 of this procedure.

9.4 INITIAL FILING:

All grievances must be initiated within fifteen (15) days of the conclusion of the informal meeting in accordance with article 9.2, or within ten (10) days of the unit member's request for an informal meeting, if no informal meeting was held.

9.5 PROCEDURE:

9.5.1 Level 1

9.5.1.1 Following a meeting between the unit member and an Association representative, if the grievance is not resolved, the grievance shall be presented in writing by the grievant to the immediate supervisor using the grievance form. The immediate supervisor shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, on the grievance form, to all parties of interest within five (5) days of such meeting.

9.5.1.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of presentation of the grievance, the grievance may be appealed to Level 2, with a copy of the appeal simultaneously provided to the Association President.

9.5.2 Level 2

9.5.2.1 The superintendent or his/her designee shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the appeal, including the reasons therefore, to all parties of interest within twenty (20) days of such meeting.

9.5.2.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within twenty (20) days of such meeting or twenty-five (25) days from the date of the receipt of the grievance at Level 2, the grievant may request the Association to submit the grievance to arbitration.

9.5.3 Level 3: Binding Arbitration of Grievance

9.5.3.1 If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall file a

request for a list of arbitrators from the State Mediation and Conciliation Service or similar public agency. The selection of the arbitrator shall be accomplished by alternating strike-off of names on the list with a coin toss to determine which party strikes first.

9.5.3.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to recommend in any award such financial reimbursement or other remedies as he/she judges to be proper.

9.5.3.2.1 The decision of the arbitrator will be submitted to the Association and the District and will be binding upon the parties. If any question arises as to the arbitrability of the grievance, such a question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

9.5.3.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representatives(s) and witnesses, will be borne by the party incurring them.

9.6 TIME LIMITS

9.6.1 Time limits provided for each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.

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

9.6.3 In the event a grievance is filed at such a time that it cannot be processed through

all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year.

9.7 RIGHTS OF REPRESENTATION

A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative of his or her choice.

9.8 NO REPRISALS

No reprisals of any kind will be taken by the superintendent or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

9.9 MISCELLANEOUS

9.9.1 The Association, either on its own behalf or on behalf of the affected teachers, may initiate a grievance which affects more than one teacher in a single building or teachers in more than one building.

9.9.2 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the superintendent and the Association with the processing of such grievance to commence at Level 2.

9.9.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the principal or immediate supervisor by the president of the Association, be released without loss of pay in order to permit participation in those activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

9.9.4 All documents, communications, and records dealing with the processing of a

grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

9.9.5 Forms for filing a written grievance are found in the appendix to this Agreement.

9.9.6 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If a unit member presents a grievance on his/her own behalf, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 10 CONSULTATION

- 10.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks per Government Code 3543.2(a).
- 10.2 The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
- 10.3 The Association may exercise its right to consult on proposed Board actions(s) as defined herein by requesting consultation on the subject(s).
- 10.4 Should the Association exercise its right to consult, the superintendent will work with the principals to convene a committee with Association representatives from each site. The representatives will be chosen by the unit members at each site. The meeting date and time will be mutually agreed upon by the committee.
- 10.5 The District shall give full consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

ARTICLE 11 TEACHING HOURS

11.1 LENGTH OF DAY

11.1.1 The duty day for unit members shall be seven (7) hours, inclusive of a thirty (30) minute duty-free lunch period.

11.2 PLANNING TIME

11.2.1 In recognition of the fact that professionals need time free from other activities In order that they may be professionally and attitudinally prepared to provide sound educational experience to their pupils, a minimum of thirty (30) minutes of each Friday minimum day will be teacher directed and consist of activities related to the job assignment.

11.2.2 The number and dates of minimum days and pre-service duty days shall be negotiated as part of the calendar, and be in place by the start of the school year. They shall not be changed without mutual approval of the District and Association.

11.2.3 The proposed content of professional development activities shall be determined by the administrators in consultation with the Teacher Leadership Team.

11.3 BACK-TO-SCHOOL NIGHT AND OPEN HOUSE

Unit members are required to attend Back-to-School Night and Open House. On the day of these activities, unit members may leave school at the end of the student instructional day without loss of pay.

11.3.1 Unit members shall not be required to remain later than 9:30 p.m. for evening events, and shall not be required to work on weekends without pay.

11.3.2 Unit members assigned to multiple sites will be required to attend one Back-to-School Night and one Open House regardless of their F.T.E. The unit member and his/her site administrators will meet during the pre-service duty days to determine which Back-to-School Night and Open House he/she will attend.

11.3.3 If a unit member fails to attend either Back-to-School or Open House, he/she will

be required to meet with the site administrator to determine how to make up the time missed.

11.4 WORKLOAD / ADJUNCT DUTIES

11.4.1 There shall be a minimum of one District staff meeting per trimester and one school site staff meeting per full month of school.

11.4.2 Collaboration Time

The primary focus of early release days shall be for instructional planning and collaboration time. This time is set aside for grade level meetings and articulation, Professional Learning Community (PLC) activities, and data analysis.

11.4.3 All adjunct duties within the duty day, which do not require full faculty participation, shall be equitably distributed among unit members at each site prior to the start of the school year. The number of duties shall not increase during the school year.

11.4.4 Teachers shall not be assigned the supervision of students before or after the duty day or during their duty free lunch period.

11.5 INDIVIDUALIZED EDUCATION PLAN (IEP)

11.5.1 If possible, all IEP/SST meetings shall be held within the duty day.

11.5.2 If an IEP meeting must be scheduled after the duty day ends, the person scheduling the meeting will pre-arrange the meeting date with any teacher required to be at the IEP.

11.5.3 If the District determines there is a need for a Special Education teacher to assist and case-manage another special education teacher's caseload, the district will seek a volunteer with the appropriate credential and qualifications. This does not include providing specialized academic instruction per the student's IEP. Compensation will be at a monthly rate of \$100 for the first three students, an additional \$150 for 4-6 students, and an additional \$250 for seven or more students. Total additional monthly compensation cannot exceed \$500.

1-3 students = \$100.00 per month

4-6 students = \$250.00 per month

7 or more students = \$500.00 per month (maximum compensation)

11.5.4 If education specialist teachers' caseloads exceed the 1.0 FTE maximum of 28 students and they agree through a signed waiver to take on additional students, up to a maximum of 32. They shall be compensated with a monthly stipend of \$100 per each additional student (up to a maximum of \$400 per month) to compensate for the added preparation time, additional paperwork, additional meetings, and to fulfill the student's required specialized academic instruction minutes per the IEP.

11.5.5 The District will make every effort to balance SLP caseloads. If speech-language pathologists' caseloads exceed the 1.0 FTE maximum of 55 students (per CA Ed Code), they shall be compensated with a monthly stipend as follows:

A. 56-60 students: \$250.00 per month

B. 61-65 students: \$500.00 per month

C. 66-70 students: \$750.00 per month

D. 71-75 students: \$1,000.00 per month

The Director of Special Education will report to the Personnel Coordinator when any SLP's caseload exceeds 55 students.

11.6 WORK YEAR

11.6.1 The work year is one hundred eighty-four (184) days.

11.6.2 Unit members' work year and the dates of minimum days shall be part of the calendar bargaining. The dates of Back-to-School Night and Open House will be determined by site administrators in collaboration with unit members at their site and scheduled prior to the start of the instructional year.

11.6.3 Classroom teachers are responsible for the supervision of independent study contracts for the first five (5) days. The District shall pay teachers at their per diem rate, for a maximum of three hours per week, for the supervision of long-term independent study contracts commencing on the 6th school day. Long-term independent study contracts will be offered first to the homeroom teacher. If the homeroom teacher does not wish to take on the long-term independent study, the site administrator will assign the independent study contract according to seniority of unit members at the student's school site. Unit members who want to be considered for long-term independent study contracts must submit a letter of interest to the District by September 30.

ARTICLE 12

SALARIES

12.1 SALARY SCHEDULE

12.1.1 Unit members are covered by the salary schedule attached as Appendix A.

12.1.2 Salary paid to part-time bargaining unit members shall be the same proportion as their part-time status bears to a full-time position.

12.1.3 Certificated summer school salary will be negotiated with the Association prior to the District posting summer school positions.

12.2 SALARY SCHEDULE IMPLEMENTATION

12.2.1 The annual salaries set forth in this Agreement shall be paid in ten (10) equal installments, payable on the last working day of each month with appropriate deductions. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the fifteenth (15th) day of the month following the payroll period in which the service was performed.

12.2.1.1 Unit members may select payment of wages in twelve (12) paychecks upon request.

12.2.1.2 Mandatory deductions (statutory benefits) from gross earnings are those required by law and by provisions of this Agreement, and include Federal and State Income Tax, State Teachers' Retirement System, OASDI/Medicare, Workers Compensation, and Unemployment Insurance.

12.2.1.3 Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.

- 12.2.2 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of ten (10) increments. Private school experience for step increment on the salary schedule will be accepted, providing the private school was state-approved and/or accredited by a regional accrediting commission, and the unit member in question held a valid credential at the time of teaching.
- 12.2.3 Courses which are deemed by a college or university to be applicable to a graduate degree that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof.
- 12.2.4 Unit members who resign from the District and are subsequently re-employed shall be granted all experience credit within thirty-nine (39) months.
- 12.2.5 A vertical increment will automatically be given for each consecutive year the unit member works in the Fortuna Elementary School District until the bottom of the schedule is reached. Working for 75% or more of the contracted service year shall comprise one (1) year of service.
- 12.2.6 Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs within the District.
- 12.2.7 Course credit for salary placement and movement shall be given for post graduate, upper division, or graduate coursework taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs pre approved by the superintendent. College of the Redwoods or community college courses may be utilized for salary placement with the pre-approval of the superintendent. Quarter hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

12.2.8 Unit members anticipating column advancement on the certificated salary schedule, for the following school year, will complete and submit the Notice of Additional Units for Salary Advancement form (Appendix H) to the District Personnel Coordinator by April 1. Unit members requesting new column advancement on the certificated salary schedule must submit official transcripts verifying units earned to the District no later than September 15 of each year. This date may be extended by the District up to forty-five (45) additional days, providing the course has been completed and the problem lies in not being able to process and receive an official transcript. If by October 31, the unit member is unable to submit supporting records, then the member's salary shall not be adjusted until the following school year.

12.3 SUPPLEMENTAL PAY

12.3.1 Participation in the extra-curricular program shall be voluntary. Positions in the program shall be filled according to provisions set forth in this Article and in Article 16.5. All of these vacant positions, as described in this Article, will be filled based upon applicant qualification as defined in the job description and determined by the District. The supplemental pay positions shall be for one school year.

12.3.2 Extracurricular positions may be sponsored by the District. Unit members hired for these positions will be paid a stipend. Extra-curricular activities are defined as programs that are not part of the regular school curriculum, are not graded, that do not offer credit, and do not take place during classroom time. These activities include but are not limited to sports and cheerleading teams.

12.3.3 Co-curricular positions may be sponsored by the District. Unit members hired for these positions will be paid at their per diem rate. Co-curricular activities are defined as activities associated with the curriculum in a regular classroom.

12.3.4 Administrative designee positions may be created by the District. These positions will be posted by site and all unit members will have the opportunity to apply. Teachers working in this position will be paid a stipend of \$60 for a half-day or \$120 for a full-day of service to compensate for the additional preparation needed beyond the unit member's regular duty day. This article will automatically be listed as a re-opener for the 2022-2023 school year.

12.4 DISTRICT PROJECTS

12.4.1 If professional growth credits are offered, the number of credits to be given under each project shall be on the same basis as a college course regarding the number of hours the project should require and the credits earned. Such credits must be approved in advance.

12.4.2 District projects may include developing curriculum, writing teachers guides or handbooks, compiling statistical data, evaluating educational materials or providing in-service training.

12.4.3 All work completed shall become the property of the District.

12.4.4 Growth credits will not be granted for work on which the teacher is paid a stipend in addition to regular salary.

12.5 MILEAGE RATE

The District agrees to pay unit members for the use of personal vehicles in the performance of work assignments or other employer related business. The rate shall be in accordance with the current mileage rate as approved in Board Policy.

ARTICLE 13
HEALTH AND WELFARE BENEFITS

13.1 MEDICAL, DENTAL, AND VISION INSURANCE

13.1.1 For the 2023-2024 school year, the District shall pay \$15,000.00 toward each full-time unit member's cost of the health and welfare benefit premium.

13.1.2 Notwithstanding the amounts indicated above, the parties shall negotiate the District's contribution toward health and welfare benefits for 2023-2024 as an automatic reopener. (Refer to Article 26 titled "Negotiations").

13.1.3 For 2022-2023, the bargaining unit has selected Dental Plan D-30 and Vision Plan C-5.

13.1.4 Part-time unit members shall participate in a pro-rata share of both the District's ongoing and one-time additional contributions in accordance with their FTE.

13.1.5 The bargaining unit shall notify the District of its choice of dental and vision plans for the 2023-2024 school year in writing by May 1, 2023, should a change in plan(s) and/or carriers be desired.

13.2 DURATION OF BENEFITS

13.2.1 Unit members who are laid off at the end of any school year shall be eligible to continue to receive their share of District-paid benefits through the last day of August upon the unit member's request and providing they pay their share of premium costs, if any.

13.2.2 Unit members who are employed after July 1 shall have their health and welfare benefits effective from the first day of the calendar month following their first day of paid probationary or temporary contracted service.

13.2.3 Unit members who voluntarily terminate their employment prior to the close of

the school year shall be provided coverage up to and including the last day of the payroll period (end of the month) in which the termination occurred.

13.2.4 Unit members who are on extended illness leave shall continue to receive District-paid health and welfare benefits based upon their FTE prior to absence.

13.2.5 Unit members taking District approved unpaid leaves of absence shall have the option to be covered by the same health and welfare benefits provided active unit members for the period of the leave, under the COBRA agreement upon repayment of the annual premium cost to the District.

ARTICLE 14

LEAVES

14.1 LEAVE RIGHTS

14.1.1 It is understood and agreed that all statutory code benefits are incorporated into this Agreement by reference.

14.1.2 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave (unless otherwise required by law). Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense subject to the rules and regulations of the provider.

14.1.3 When a unit member returns from any type of approved leave, every effort shall be made to return the unit member to the same position and assignment he/she had prior to the leave, unless that position was filled in his/her absence with a permanent or probationary unit member or the position was eliminated. In such cases, the returning unit member shall be entitled to an equivalent position.

14.2 ILLNESS / INJURY LEAVE

14.2.1 Unit members employed on a full-time basis shall be entitled to accumulate eleven (11) days per school year of illness/injury leave all of which is available to the unit member from the first work day of each year. Illness/injury leave which is not used shall accumulate from year to year without limit.

14.2.2 Unit members who work less than full-time shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.

- 14.2.3 In addition to all illness/injury leave entitlement that a unit member may accumulate within the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another school district. The unit member is entitled, but must submit a request in writing from the former employer to transfer accumulated leave within one (1) year of the date of hire.
- 14.2.4 Beginning with the September pay period, the District shall provide unit members a monthly accounting of the number of days of illness/injury leave they have accumulated, plus the number of days of leave to which unit members are entitled for the current school year.
- 14.2.5 A unit member may choose to make an irrevocable donation of his/her accumulated sick leave days to any unit member who has exhausted his/her accumulated sick leave.

14.3 PREGNANCY DISABILITY LEAVE (Unpaid)

- 14.3.1 A unit member who is disabled due to pregnancy, childbirth, or a related medical condition is entitled up to four (4) months of unpaid pregnancy disability leave. The unit member must use sick leave and accumulated sick leave during any period of pregnancy disability leave. The unit member may also elect to use other accrued leave for which she is eligible during the unpaid pregnancy disability leave.
- 14.3.2 Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the unit member's health care provider.
- 14.3.3 The District may require a medical certification from the unit member's health care provider after receipt of the unit member's notice that she has elected to take pregnancy disability leave. The District may also require a release to return to work from the unit member's health care provider.

14.4 EXTENDED ILLNESS LEAVE

During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five (5)

school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute employee. If the sick leave, including accumulated sick leave, and the five-month period is not exhausted, the unit member may take the balance of the five-month period in a subsequent school year. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

14.5 PARENTAL/CHILD BONDING LEAVE

- 14.5.1 Unit members may be entitled to leave for parental//child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival via adoption or foster placement. Leave in this section and sick leave are separate and distinct.
- 14.5.2 The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a healthcare provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.
- 14.5.3 Eligible unit members may request and be approved for up to twelve (12) work weeks of leave for child bonding. During this approved leave the employee must use all available and accumulated sick leave. Upon exhaustion of accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or 50% of their regular pay, whichever is greater. the salary a substitute would have received. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.
- 14.5.4 If both parents are employees of the District, each shall be entitled to this leave up to a cumulative 24 weeks unless the law requires more.
- 14.5.5 It is the intent to implement the terms and conditions of Education

Code Section 44977 and Government Code Section 12945.2, and further interpretations of these laws will apply.

14.5.6 Following the 12 work week period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid leave in accordance with the other provisions of this Article.

14.6 FAMILY CARE LEAVE

In addition to other appropriate paid leaves available herein, and subject to the limitations listed below, unit members shall be granted unpaid leaves of absence for childrearing purposes upon the birth or adoption of a child, to care for a child who is seriously ill, and/or to care for a member of the unit member's immediate family who has a serious health condition. The annual Family Leave entitlement is twelve (12) work weeks in any twelve (12) month period. Before family leave can be taken, the unit member shall have exhausted all available personal necessity leave.

14.6.1 A unit member with one (1) year of continuous service employed for at least 1,250 hours during the previous twelve (12) months is eligible for leaves described below.

14.6.2 The purposes for which the leave may be taken are:

- a. birth, adoption or foster care placement of a child
- b. care of a child, parent/guardian, or spouse with a serious health condition
- c. serious health condition of the employee; excluding pregnancy

14.6.3 Duration/Conditions of leave:

- a. all leave is unpaid
- b. leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period
- c. leave is pro-rated for part-time unit members
- d. intermittent leave in the form of reduced work days or work week may be Taken
- e. intermittent leaves shall be scheduled, to the extent possible, to minimize disruption to the District.

14.6.4 Leave for birth or adoption of a child must commence within one (1) year of the

birth or adoption. Leave need not be taken at one-time subject to District approval. The unit member shall be required to first use accrued vacation, compensatory time off and other available paid leave, not sick leave, unless leave is taken because of the unit member's own illness or the District agrees to the use of sick leave.

14.6.5 If the need for leave is foreseeable, the unit member shall provide the District with thirty (30) days written notice.

14.6.6 The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working. If the unit member does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member. To the extent the District continues to pay for other benefits for unit members on unpaid leaves, it must do so for unit members under FMLA and CFRA. If the District does not pay such benefits, it must permit the unit member to pay for them. Benefits include, but are not limited to, disability and retirement contributions.

14.6.7 Family Care Leave does not constitute a break in service for purposes of seniority or longevity.

14.6.8 If both spouses are employed by the District, the aggregate leave for both unit members are limited to twelve (12) weeks for the care of a newly-arrived child or a sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.

14.6.9 The unit member shall provide verification of the need for leave to care for a spouse, parent, or child, or for the unit member's own serious health condition. Verification must be provided by a physician. The District may, at its own expense, require additional medical evaluation of the unit member's own health condition.

14.6.10 A serious health condition is an illness, injury, impairment, or physical or mental condition involving inpatient care, continuing treatment, or supervision of a health care provider.

14.6.11 A unit member is entitled to reinstatement to the same or comparable position.

14.7 PERSONAL NECESSITY LEAVE

14.7.1 Unit members shall submit a request for Personal Necessity Leave to their immediate supervisor at least three (3) days prior to the beginning date of the leave except for the following reasons:

- a. Death or serious illness of a member of his or her immediate family.
- b. Accident involving his or her person or property, or the person or property of a member of his or her immediate family.

14.7.2 Unit members may use up to eleven (11) days of current year illness/injury leave for Personal Necessity Leave. This leave will be granted only for the following reasons:

- a. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Codes 44981, 45207).
- b. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Codes 44981, 45207).
- c. A serious illness of a member of the certificated employee's immediate family (Education Code 44981).
- d. Fire, flood, or other immediate danger to the home of the employee.
- e. Personal business of a serious nature, which the employee cannot disregard and cannot be handled outside of working hours.

14.7.3 Up to five (5) days of a unit member's eleven (11) days of annual illness/injury leave may be used at the discretion of the unit member ("no-tell" days).

14.7.4 Accumulated illness/injury leave may not be used for personal necessity except to care for an immediate family member in the case of a catastrophic illness or injury. Up to twenty (20) days per year of the unit member's accumulated illness/injury leave may be used for this purpose upon the approval of the Superintendent or designee.

14.8 BEREAVEMENT LEAVE

14.8.1 A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other benefits found in this Article. This leave shall be for up to five (5) days.

14.9 JURY DUTY / WITNESS LEAVE

14.9.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies or to serve as a juror.

14.9.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days or absence for the above purposes shall not be in excess nor less than, their regular pay.

14.10 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

14.10.1 Section 44984 of the Education Code shall be supplemented as follows:

14.10.1.1 An industrial accident or illness as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the District.

14.10.1.2 A unit member shall be entitled to not more than sixty (60) days under this section.

14.10.1.3 A total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

14.10.1.4 A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby, and thereby able to return to work, at such time as he/she and his/her physician states that there has been such a recovery.

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

14.10.1.6 The District shall not deduct accumulated illness-injury leave from the illness/injury leave allotment of a unit member who is absent as the result of an industrial accident or illness.

14.11 PERSONAL LEAVE WITHOUT PAY

14.11.1 A unit member may apply for and shall be granted an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request, a physician's verification of his/her need for such health leave. Such leave may be extended upon Board approval.

14.11.2 The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests. Unit members will notify the district of their intent to return from their unpaid leave or resign their position by March 1st of the school year in which the unpaid leave is taken.

14.12 DISABILITY APPLICANT LEAVE

The District shall grant a leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System (STRS). This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended from the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

14.13 PART-TIME LEAVE

14.13.1 A full-time employee (1.0 FTE) may request to reduce his/her hours to work less than full-time by application to the Board of Trustees by March 1 of each year.

14.13.2 If the Board grants a leave, the unit member will be required to meet inservice and adjunct duty obligations equal to the FTE worked. Unit members working less than full-time will be expected to attend all District and staff meetings.

14.13.3 When a part-time leave is approved by the Board, the superintendent will determine the structure of the reduced work day and work week.

ARTICLE 15

CLASS SIZE

- 15.1 The district acknowledges that small class sizes are consistent with a high-quality education program. It is the intent of the District to keep class sizes as small as possible, given budget constraints.
- 15.2 **DEFINITIONS:**
Class: A class is any group of students assigned to a teacher for any period, block or portion of a day for the purpose of instruction.
Class Size: Class size is the total number of students assigned to a class.
- 15.3 The District class size will be an average of 24 students for all classes TK-3 and 26 students for all 4th-8th grade classes and a maximum of 15 in each special day class at each school site. The impact of mainstreamed special education students on general education classroom size will be taken into consideration. No student will be placed in a class unless a desk, chair, and appropriate books/materials are provided for the student.
- 15.4 If the class sizes noted in 15.3 above are exceeded, the District shall on the beginning of the sixteenth (16th) day of the school year, and any/all subsequent day(s), arrange a meeting with the teacher(s) affected and the site principal and/or superintendent to resolve the class size issue. The parties will come to a mutually agreeable resolution which may include but not be limited to any or all of the following:
- a. Redistribution of classes or students
 - b. Hiring an additional teacher
 - c. Changing the site schedule
 - d. Changing the schedule of mainstreamed students
 - e. Allocating additional instructional aide time to the class(es)
 - f. Providing the affected teacher(s) with additional preparation time
- 15.5 The Association shall have the right to consult with the site administrator on the number and sizes of the classes at each grade level.
- 15.6 Combination classes will have the lowest class size at the grade levels at the site. Every effort will be made to maintain initial combination class size enrollment and to limit the number of new students added during the school year.
- 15.7 Special Education and support caseloads shall be consistent with Ed. Code and as small as the District budget will allow.

ARTICLE 16

TRANSFERS AND REASSIGNMENTS

16.1 DEFINITIONS

16.1.1 **Transfer** is the movement of a unit member from one District work site to a different District work site.

16.1.2 **Teacher new to the profession** is one who is in the first or second year of experience as a classroom teacher.

16.1.3 **Reassignment** is the movement of a unit member from one subject area to another subject area and/or one grade level to another grade level at the same work site.

16.1.4 **Relocation** is the movement of a unit member from one classroom to another within the same site or to and from storage, usually the result of construction or repair to the building.

16.2 VOLUNTARY TRANSFER OR REASSIGNMENT

16.2.1 A unit member may submit a request in writing for transfer or reassignment within the District whether or not a vacancy exists. The request is valid for one (1) school year. If a vacancy becomes available during the course of the school year, the district shall have the option to fill the vacancy with a temporary employee. If said position will continue for the following school year, the District will post a notice of vacancy for the position, which had been filled by the temporary employee, and unit members will have the option to request a transfer or reassignment to that position. A unit member may also submit a request for a transfer or reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article

16.2.2 A transfer or reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.

16.2.3 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon written request, a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial following said meeting.

16.2.4 If the unit member requests that his/her application for transfer be kept confidential, the matter will be treated confidentially.

16.2.5 If a unit member transfers to a temporary opening which is subsequently eliminated, every effort shall be made to return the unit member to the same position and assignment he/she had prior to the transfer, unless that position was filled with a permanent or probationary unit member or the position was eliminated. In such cases, the returning unit member shall be entitled to a certificated position with the same FTE.

16.2.6 Unit members on leave shall be afforded all rights provided under this Article.

16.3 INVOLUNTARY TRANSFER OR REASSIGNMENT

16.3.1 Involuntary transfers or reassignments shall only be made for the following reasons:

- a. declining enrollment
- b. elimination of program(s) and/or funding
- c. school closings
- d. grade level or program reconfiguration
- e. unsatisfactory evaluation and progress as defined in Article 17.1.10

16.3.2 The District shall seek volunteers prior to making any involuntary transfer or reassignment. If an involuntary transfer or reassignment becomes necessary, the unit member who is qualified and has the least seniority shall be transferred or reassigned.

16.3.3 Unit members on leave shall be afforded all rights provided under this section.

16.3.4 Unit members who are transferred or re-assigned during the school year shall be granted five (5) working days of release time for preparation prior to the effective date of the transfer or reassignment.

16.3.5 The District shall provide assistance in moving the contents of the unit member's classroom materials whenever a unit member is transferred, reassigned, or relocated.

16.4 NOTIFICATION OF ASSIGNMENT

Each unit member shall be given preliminary written notice not later than May 1 of the next year's assignment. Such notice shall specify the building, grade, grade level, and subject area to which the unit member will be assigned. Preliminary assignments are based on current District enrollment projections and are subject to change. The administration will assign unit members, who have not been given a Reduction In Force (RIF) notice, the same teaching assignment currently held, or in the case that the position does not exist, the administrator will assign the unit member to the most similar position without opening that position to other employees.

16.4.1 Unit members who serve as classroom teachers, in cooperation with certificated support staff and administration, shall determine each grade level class list for the following school year. The lists shall be made before the last day of the previous school year and submitted to the site administrator. A disagreement over placement of a student will be resolved by the site administrator. In addition, the class lists shall include an explanation of the nature of the special needs of the students assigned to each unit member. Students new to the District after the lists have been completed will be assigned to a classroom in an equitable manner after an initial evaluation and review by the site administrator.

16.5 VACANCIES

16.5.1 A vacancy is any bargaining-unit vacated, or newly-created position that is open after all permanent and probationary unit members have been assigned to a position.

16.5.2 The superintendent shall deliver to the Association via email a list of all vacancies and new positions which occur during the school year and for the following school year upon determination of the vacancies. The list shall contain the following:

16.5.2.1 A closing date which is at least ten (10) calendar days following the posting date.

16.5.2.2 A description of the job assignment.

16.5.2.3 Qualifications necessary to meet the requirements of the position.

16.5.2.4 No assignment to fill the vacancy, or newly-created position shall be made until after the closing date.

16.5.2.5 After the initial ten (10) calendar day posting of a newly created vacancy or position, any subsequent vacancies created by a unit member transferring to said position will be posted for a minimum of three calendar days.

16.5.3 The District shall, upon written request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or other period of leave.

16.5.4 If a unit member already has a transfer application or email notice on file for the year, it is not necessary to make a further application in order to be considered for any vacancies for which the unit member may have applied.

16.5.5 The District, shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the vacancy or newly-created position.

16.5.6 No outside applicant or temporary teacher shall be selected to fill a vacancy or a newly-created unit position if there is a qualified unit member applicant.

16.6 SENIORITY

16.6.1 Seniority is defined as the unit member's initial date of paid probationary service in the bargaining unit with the following provisions:

16.6.1.1 For unit members who have first rendered paid probationary service to the District on the same day, the Board shall determine criteria for the order of termination or transfer/reassignment solely on the basis of the declared needs of the District and authenticated by Board Resolution.

16.6.1.2 If a former unit member is assigned to a non-bargaining unit position within the District, that employee does not accrue seniority for the purposes of this Article while working on such an assignment. Other District seniority rights may apply.

16.6.1.3 A unit member on an approved leave of absence other than to a

non-bargaining unit position within the District shall continue to earn seniority while on such leave.

16.6.2 A unit member's seniority date shall be preserved during the layoff rehire period.

16.6.3 Seniority shall be the determining factor in granting all transfers, assignments, and reassignments of members who meet the qualifications for that position.

16.7 REDUCTION IN FORCE (RIF)

16.7.1 The Association, as the exclusive representative of the teachers' bargaining unit, has the right to bargain with the District over the effects of layoffs which will impact members of the bargaining unit.

16.7.2 The Association has the right to consult when the District is considering program elimination or reductions.

16.7.3 Layoff notices, written or verbal, will not be delivered to teachers during the instructional day.

ARTICLE 17 EVALUATION

17.1 EVALUATION PROCEDURE

17.1.1 Probationary and temporary unit members shall be evaluated yearly.

17.1.2 Permanent status unit members not meeting the qualifications noted in section 17.1.3 shall be evaluated every other year unless an “area for growth” has been identified in which case they shall be evaluated annually.

17.1.3 Permanent status unit members who have been employed at least ten (10) years with the District, are highly qualified as defined in 20 U.C.S. Section 7801 (ESEA), and whose previous evaluation rated the unit member as meeting or exceeding standards, shall be formally evaluated every five (5) years if the unit member and the District consent to this schedule. The unit member or the District may withdraw consent at any time.

17.1.4 Unit members working at multiple sites who are due to be evaluated in a given year shall be formally observed by all involved supervising site principals at their respective school sites. The pre-evaluation meeting will be attended by the evaluatee and all involved site principals. Each supervising principal will conduct at least one formal observation at his/her school site. Following the formal observations, the involved site principals will meet to create one final evaluation document that will be shared with the employee. The final evaluation meeting will be attended by the evaluatee and all involved supervising site principals. All other provisions in this Article apply.

17.1.5 Unit members exempted from annual evaluation in any year shall complete and submit the FESD Certificated Goal Setting Form as described in Section 17.1.8.1 of this Article by October 15. Unit members shall review, revise, and resubmit the FESD Certificated Goal Setting Form to their supervisor by June 1. If requested by the supervisor or teacher, a unit member will meet with the immediate supervisor prior to the end of the school year to review the Goal Setting Form.

17.1.6 The end-of-year evaluation report shall normally be based upon no more than

three (3) formal observations and one (1) or more informal, non-scheduled, observations. If a unit member is calendared to be evaluated during a particular school year, and is granted a leave of absence for one (1) trimester or longer, such evaluation shall take place during the first year of return to duty.

17.1.7 Unit members to be evaluated during a particular school year shall be advised of the criteria upon which the evaluation is to be based and notified by their evaluator no later than September 30 of the year in which the evaluation is to take place. Unit members who will be evaluated during the year shall submit the FESD Certificated Goal Setting Form as described in Section 17.1.8.1 of this Article by October 15.

17.1.8 The unit member being evaluated and the evaluator shall meet no later than October 15 to:

17.1.8.1 Review the FESD Certificated Goal Setting Form.

17.1.8.2 Schedule formal observations, conferences, and final evaluation date. In the event of a disagreement over the standards and/or evaluation schedule, the unit member and the evaluator shall:

17.1.8.2.1 Make a good faith effort to resolve the differences themselves.

17.1.8.2.2 If the disagreement persists, the parties may invite the superintendent to assist in resolving the differences.

17.1.8.2.3 If the unit member continues to disagree over the proposed standards or evaluation schedule, he/she shall have the opportunity to state his/her position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.

17.1.8.2.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

17.1.9 During the course of the evaluation period, circumstances may change which require modification of the original standards and/or evaluation schedule. Either the unit member or the evaluator may initiate discussion about a change in these standards and/or evaluation schedule.

17.1.10 The evaluation process shall include the following activities:

17.1.10.1 Scheduled formal classroom observations of temporary, probationary, and permanent teachers shall last as long as the lesson, and preferably up to one (1) hour. Formal observations shall be scheduled with the unit member at least two (2) days prior to their occurrence and shall be followed by an evaluation conference within five (5) duty days of the observation.

17.1.10.2 The evaluation will be based on the California Standards for the Teaching Profession. The unit member and evaluator shall each select one (1) standard for particular focus, with all standards being considered during the evaluation process to help promote overall teacher success.

17.1.10.3 The evaluator shall notify a permanent unit member making initial unsatisfactory progress by December 15. A unit member who receives an unsatisfactory report shall, upon written request, be entitled to a minimum of two (2) formal scheduled classroom observations after December 15. Each formal observation shall be accompanied by pre and post observation conferences and a written narrative of the observation.

17.1.10.4 In the case of unsatisfactory evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

17.1.10.4.1 Specific recommendations for improvement

17.1.10.4.2 Provision of additional resources to be utilized to assist with improvement.

17.1.10.4.3 Techniques to measure improvement.

17.1.10.4.4 Time scheduled to monitor progress.

17.1.10.5 A unit member receiving one overall evaluation that reflects practice that is

not consistent with minimum standards and who has received documented assistance from the administrator as specified in 17.1.9.4 will be provided

a mutually agreed upon plan of improvement to remediate the deficiencies documented through the evaluation process. If the unit member and the administrator do not agree on the plan of improvement, the superintendent will assist in resolving the differences. If a unit member does not complete the plan of improvement, or does not make progress as observed and documented by the administrator, the unit member may be involuntarily transferred if an opening in the District exists that would be a better fit for the documented skills of the unit member.

17.1.10.6 The final written evaluation for submission in the personnel file shall include the Certificated Evaluation Summary Document and any other pertinent data reviewed by the unit member and the evaluator during the year. The unit member may submit a written personal reflection to be attached to the evaluation.

17.1.10.7 If any deficiencies were brought to the attention of the unit member and subsequently corrected, the final evaluation shall clearly emphasize the growth and progress made.

17.1.11 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.

17.1.12 A final evaluation conference between the unit member and evaluator shall be held no later than May 15 to discuss the content of the Certificated Evaluation Summary Document. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation.

17.1.13 Unit members shall not be required to participate in the evaluations(s) and/or observations of other unit members.

17.1.14 As per Education Code Section 44662 (e), the evaluation and assessment of unit members shall not include the use of publishers' norms established by standardized tests.

17.2 Teachers on Special Assignment

17.2.1 The following provisions apply for non-classroom-based certificated assignments created by the District. Unit members serving in these positions:

- 17.2.1.1 Shall not have authority over, direct, or evaluate other unit members.
- 17.2.1.2 Shall not provide evaluative feedback to administration or any third party regarding the work of a unit member.
- 17.2.1.3 Shall not perform administrative functions as part of their assignment, except when acting as the Administrative Designee.

ARTICLE 18

EMPLOYEE DISCIPLINE

18.1 Application of this Article: This Article pertains to the circumstances under which the District

may suspend without pay a permanent unit member on grounds of unprofessional conduct as referred to in Education Code 44932 (b).

18.2 A unit member shall not be suspended without just cause.

18.3 Progressive Discipline

18.3.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to pursue other forms of discipline, up to and including dismissal for cause, in accordance with the provisions of law.

a. Verbal Counseling/Warning. The District shall first issue a verbal Counseling /

warning before imposing further discipline. Verbal counseling / warning may result in a post-conference summary memorandum that utilizes the FRISK model format that specifically notes a verbal warning. A verbal counseling/warning post-conference summary memorandum will not be placed in the unit member's personnel file without prior notification to the employee.

b. Written Warning. Subject to 18.3.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy shall be placed in the unit member's file.

c. Written Reprimand. Subject to 18.3.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions in the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy shall be placed in the unit member's personnel file.

d. Suspension Without Pay. Subject to 18.3.1 above, suspension will not be used

unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member will be suspended more than ten (10) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

ARTICLE 19

PUBLIC COMPLAINTS

19.1 DEFINITION:

Public Complaint: A public complaint shall be any concern related to the job performance of any unit member that is based upon non-District observation and which may be the proper subject matter or documentation in the unit member's personnel file. A public complaint shall not include:

1. allegations of unlawful conduct
2. allegations of conduct falling within jurisdiction of the District's Uniform Complaint Procedures passed by the Board September 2018.
3. a complaint related to seeking a change in a student's grade as per Education Code Section 49066
4. a complaint challenging the content of student records as per Education Code Section 49070
5. a complaint alleging that a unit member has discriminated against another person on the basis of any protected classification as per California Code of Regulations, Title 5, Sections 4600-4687.

19.1.1 Application: No adverse action shall be predicated upon information or material of a derogatory or critical nature which has been received by the District from students, parents, and/or citizens unless the following procedures have been followed.

19.2 Every attempt will be made by the supervisor to direct the complainant to contact the unit member against whom the complaint is lodged. Upon request of either the complainant or unit member, the principal shall be present during the discussion. If the complainant requests to remain anonymous, no adverse action will be taken upon the unit member based on the anonymous complaint as stated in 19.1.1

19.3 Notwithstanding the requirements of Section 19.2 above, any student, parent, or citizen

complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) days of receipt. Anonymous complaints will be disregarded.

- 19.4 Should the unit member or immediate supervisor believe the allegations in the complaint warrant a meeting, the immediate supervisor shall schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any disciplinary action against the unit member.
- 19.5 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit member's immediate supervisor who shall provide a copy to the unit member and to the superintendent within three (3) days.
- 19.6 The superintendent shall arrange a meeting with the complainant, the unit member, and the immediate supervisor within five (5) days. The purpose of this meeting is to attempt to affect a resolution mutually acceptable to all the parties. The unit member may be accompanied by a representative of his/her choice.
- 19.7 If the complainant is not satisfied with the resolution at the superintendent level, the complainant shall have ten (10) days to submit the complaint to the Board of Trustees who shall schedule a closed session hearing at their next regularly scheduled meeting to hear the complaint. The hearing shall be held in open session if the unit member submits a request to the board to do so in writing.
- 19.8 The complainant, the unit member, the unit member's representative, if any, the unit member's immediate supervisor, and the superintendent shall be present at the hearing of the Board to offer information about the complaint process that was followed, the resolutions offered, if any, and the status of the unresolved complaint.
- 19.9 After hearing the complaint, the Board shall render its decision in writing within ten (10) calendar days. The decision of the Board shall be final. If the decision is to place any documentation of the complaint in the personnel file, the unit member shall be afforded the opportunity to write a response and have said response attached to said documentation.
- 19.10 Unit members and/or the Association may file a grievance if the processes in this Article are not followed.

ARTICLE 20

SAFETY

20.1 SAFE WORKING CONDITIONS

20.1.1 Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.

20.1.2 Upon notification, the District shall investigate and correct any unsafe or hazardous condition.

20.1.3 The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code-6300, et. seq.) and regulations relating thereto (8 California Administrative Code Section 330, et. seq.).

20.1.3.1 In the event a CAL-OSHA Compliance Inspection Engineer comes to the District as a result of the implementation of California Occupational Safety and Health Act, as amended, and/or regulations relating thereto, the District shall, within two (2) days, provide to the Association, a copy of any correspondence between the District and CAL-OSHA.

20.2 STUDENT DISCIPLINE

20.2.1 A unit member may suspend a student from his/her class for any education code violation for two (2) days (the day of suspension and the day following).

20.2.2 A description of the rights and duties of unit members with respect to student discipline will be reviewed with unit members annually by the site administrator.

20.2.3 The District will defend and support unit members acting within the scope of their duties and responsibilities. Unit members may exercise the amount and type of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.

20.3 ASSAULT

- 20.3.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the superintendent. The superintendent shall comply with any request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act as liaison between the unit member, police, and courts.
- 20.3.2 The District shall reimburse unit members for any and all costs incurred as a result of assault while in the performance of their duties, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.
- 20.3.3 In the event that criminal or civil charges are brought against unit members in connection with an assault while in the performance of their duties, the employer shall either provide legal counsel to act in the unit member's defense or shall reimburse the unit member for legal fees incurred in securing their own defense.
- 20.3.4 The District shall provide full support, including legal and other assistance, to unit members who may be assaulted while in the performance of their duties.
- 20.3.5 When absence arises out of participating in the legal proceedings from an assault while in the performance of their duties unit members shall suffer no loss in wages or benefits set forth in this Agreement.
- 20.3.6 The District shall not be responsible for a unit member's defense when the courts determine that the unit member was at fault in the assault charge.

20.4 PERSONAL PROPERTY PROTECTION AND LIABILITY COVERAGE

- 20.4.1 A unit member shall obtain written permission from the superintendent to take students on any field trip or activity and to transport such students in their personal automobile. Written permission shall mean that the trip is a school-sponsored activity.
- 20.4.2 The District shall reimburse unit members the full cost of replacing or repairing

clothing or other personal property which may be damaged, destroyed, lost, or stolen while the unit member is acting in the proper discharge of duties.

ARTICLE 21

PERSONNEL FILES

21.1 PERSONNEL FILES

- 21.1.1 There shall be a single official personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 21.1.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file in the District office. Material which may be excluded from inspection shall be limited to ratings, reports, or records which were obtained prior to the employment of the unit member involved. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.
- 21.1.3 Information of a derogatory nature, except material excluded, will not be filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, with their own comment thereon. Notice to the employee will be documented by a receipt signed by the employee. Such review, and any preparation of comments in response to the material and /or statement, shall take place during normal business hours and the unit member shall be afforded a reasonable release from duty for this purpose without salary reduction.
- 21.1.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared and filed.
- 21.1.5 Administrator access to a unit member's personnel file shall be legally limited to a "need to know" basis. Access authorization must be obtained from the superintendent. Routine filing matters that involve the unit member's personnel file shall normally be limited to the superintendent, confidential secretary, personnel manager, or site administrators. No other

District employee shall have access to the personnel file without the express written consent of the individual unit member.

- 21.1.6 The contents of all personnel files shall be kept in confidence. The District shall keep a log indicating the persons who have examined a personnel file, as well as the dates said examinations were made. Such logs shall be available for examination by the unit member or their authorized Association representative.
- 21.1.7 If the unit member wishes to remove an item from his/her personnel file, a written request shall be made to the superintendent. If the superintendent does not concur with the request to remove or doesn't respond to the unit member's request within ten (10) days, the unit member may submit a grievance through the established grievance procedure.

ARTICLE 22 JOB SHARING

The superintendent or designee may recommend for approval, two (2) unit members to share one (1) full teaching assignment under terms and conditions specified. A full-time equivalent position shared by two (2) unit members shall not obligate the District for greater salary and District fringe benefit costs than would be the case if one (1) full-time unit member filled the position.

22.1 ELIGIBILITY

- 22.1.1 Shared teaching assignments shall be available only to teachers who possess a clear credential. At least one (1) of the unit members must be a permanent teacher of the Fortuna Elementary School District. The permanent teacher making the request shall work 40%, 50% or 60% of the school year. Teachers shall submit their request each year for such an assignment to the superintendent or designee by March 1 of the preceding school year.
- 22.1.2 The District and Association see the need for families to be offered a choice between job share and non job share classrooms. The District will review requests with this in mind. At least one (1) class will be reserved for a non job share position at each grade level.
- 22.1.3 Teachers requesting a shared assignment shall be informed of the status of their proposal by April 15.
- 21.1.4 The site principal shall annually review the effectiveness of the shared teaching assignment and make a recommendation to the superintendent as to whether or not the job share should continue the following year. The teachers will be notified of the decision on or before April 15 of each year.

22.2 HOURS AND RESPONSIBILITIES

- 22.2.1 Both teachers shall meet with the principal before school opens to establish exact working days and meeting responsibilities. The principal shall approve the teachers' working calendar before school opens.
- 22.2.2 Both teachers together shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson

plans as well as be informed as to grade level collaborations and ensure clear communication with parents/guardians.

- 22.2.3 Both participants will be required to work the pre-service days of the contract period and the first day of student attendance on the same basis as regular full-time employees. Participants will conduct parent conferences jointly and attend scheduled “Back-to-School Night” and “Open House.” Only the teacher on duty will be required to attend staff meetings on “duty days.”

22.3 SALARY, LEAVES, AND ABSENCES

- 22.3.1 Each participating unit member shall be entitled to salary at the prorated percentage of the participant’s assignment as compared to full time employment.
- 22.3.2 The District shall provide health and welfare benefits, leave, and all applicable benefits and STRS contributions at the prorated percentage of the participant’s assignment as compared with full time employment. The teacher may purchase at his/her own expense, the remainder of the full time benefits.
- 22.3.3 Notwithstanding the provisions of Section 22.3.2, if a unit member in a job sharing assignment is a participant in the Reduced Workload Option Early Retirement Program under STRS, then the unit member and District shall each contribute to STRS the contributions required for full service credit.
- 22.3.4 When one member of the job share is absent for illness or other paid leave, the remaining team member shall be given the first opportunity to take over the full time responsibilities for the period of the absence. For this service, his/her pay shall correspond with the District approved substitute pay. If the absence is anticipated to extend beyond two (2) consecutive weeks, the District will look to hire a substitute teacher for this position, if needed.
- 22.3.5 When one member of the job share is absent for any unpaid leave, the

remaining team member shall be given the first opportunity to take over the full time responsibilities for the period of absence. For this service, his/her pay shall be his/her regular daily rate.

- 22.3.6 When a professional development day is scheduled on a non-duty day for one member of the job share assignment, that member will be given the option to participate. If he/she does attend, payment shall be at the District approved substitute rate of pay.

ARTICLE 23 EARLY RETIREMENT

23.1 REDUCED WORKLOAD PROGRAM

Upon written request, the District will allow a unit member to reduce his/her workload from full-time to part-time, subject to all of the following regulations:

- 23.1.1 The member must have reached the age of 55 years prior to the reduction in workload.
- 23.1.2 The unit member must have been employed by the District full-time in a position requiring certification for at least 10 years, of which the immediately preceding five (5) years were full-time employment without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service.
- 23.1.3 A unit member who wishes to reduce his/her workload under this section shall make a request in writing to the District no later than March 1 of the year immediately preceding the academic year in which the reduced workload is to commence. If the unit member wishes to continue working in a reduced workload program, a new letter of request must be submitted by March 1 for the next academic year. The option to reduce the unit member's workload may be exercised at the request of the unit member and may be revoked only with the mutual consent of the District and the unit member.
- 23.1.4 The agreement to reduce the unit member's workload shall be in effect at the beginning of the school year. A unit member who participates in the reduced workload under this section shall perform certificated service at such times as are mutually agreed upon pursuant to a written contract between the unit member and District administration.

- 23.1.5 Upon mutual agreement, the reduced workload shall be equal to at least one half of the time the employer requires for full-time employment in that position in accordance with Section 22138.5.
- 23.1.6 The superintendent will meet with the unit member to determine the specific duties of the reduced workload position. The service may include, but is not limited to: assistance in the development of curriculum, evaluation of instructional programs, assistance in the improvement of teaching strategies, assistance to new or inexperienced teachers, development of learning materials, and part-time classroom teaching. Upon receipt of the initial tentative reduced workload assignment, the unit member has ten (10) days to exercise the option to revoke the request for reduced workload and continue regular full-time employment. Initial, tentative reduced workload assignments may be issued as early as March 1 and by no later than May 1.
- 23.1.7 A unit member may not participate in the reduced workload program for more than ten (10) academic years.
- 23.1.8 The unit member shall be paid creditable compensation that is the pro rata share of the creditable compensation the unit member would have been paid had the unit member not reduced his/her workload.
- 23.1.9 A unit member who has elected to participate in the reduced workload program and, who thereafter fails to meet any of the conditions of this section, or of his/her reduced workload contract with the District, will receive only such STRS and/or PERS service credit as is based on the ratio of the unit member's part-time earnings to the member's full time earnable salary, and he/she will not receive the service credit that he/she would have received if still employed on a full-time basis.
- 23.1.10 The unit member shall receive health benefits as provided in Government Code section 53201 in the same manner as a full-time Employee.
- 23.1.11 Prior to the reduction of the unit member's workload under this section, the Employer shall verify the unit member's eligibility for the reduced workload program with STRS or PERS, as applicable.

ARTICLE 24
STATUTORY CHANGES

24.1 Mandatory improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees provided in California or Federal law shall be incorporated into this Agreement.

24.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into the Agreement shall obligate the parties within forty-five (45) days of such amendment or repeal to meet and negotiate for the purpose of restoring such benefits in this Agreement, seeking alternative language, or eliminating said benefit. The forty-five (45) day period is provided to meet the public sunshine requirements of Government Code.

ARTICLE 25

SAVINGS

- 25.1 If any provision of this Agreement or any application of this Agreement to any employee a group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 25.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, the District will notify the Association and set mutually agreeable times and dates for negotiation of the affected provision.

Appendix A

Fortuna Elementary School District

2023-2024 Salary Schedule

Certificated Staff

ColDes	A	B	C	D	E
	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
1	45,770	49,113	52,453	55,815	59,154
2	47,632	51,158	54,702	58,226	61,751
3	49,497	53,204	56,930	60,637	64,359
4	51,342	55,249	59,154	63,062	66,954
5	53,204	57,293	61,386	65,476	69,564
6	55,066	59,338	63,615	67,886	72,158
7	56,930	61,386	65,840	70,298	74,770
8	58,775	63,431	68,069	72,723	77,363
9	60,637	65,509	70,300	75,134	79,976
10	-	67,521	72,540	77,546	82,568
15					84,165
20					86,631
25					89,174

\$1,000 per year for Masters Degree

Board Adopted: 06/15/2023

Appendix B

Fortuna Elementary School District
2023-2024 Salary Schedule
SLP & School Psychologist

	A	B	C	D	E
ColDes	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
1	50,804	53,250	55,816	58,512	61,344
2	53,250	55,816	58,512	61,344	64,314
3	55,816	58,512	61,344	64,314	67,436
4	58,512	61,344	64,314	67,436	70,710
5	61,344	64,314	67,436	70,710	74,151
6	64,314	67,436	70,710	74,151	77,763
7	67,436	70,710	74,151	77,763	81,555
8	70,710	74,151	77,763	81,555	85,538
9	74,151	77,763	81,555	85,538	89,716
10		81,555	85,538	89,716	94,110
15					96,875
20					99,725
25					102,659

\$1,000 per year for Masters Degree

Board Adopted: 06/15/2023

Fortuna Elementary School District
2023-2024 Salary Schedule
School Psychologist Intern

ColDes	A BA + 30	B BA + 45	C BA + 60	D BA + 75	E BA + 90
1	40,280				
2					
3					
4					
5					
6					
7					
8					
9					
10					
15					
20					
25					

\$1,000 per year for Masters Degree

Board Adopted: 06/15/2023

Appendix C

FORTUNA ELEMENTARY SCHOOL DISTRICT

Certificated Teacher Evaluation Summary Document

Teacher (First/Last):		School:		Grade/Subject:		Conf. Date:	
The evaluation process was explained and a preliminary observation date was set for:							
Certificated Teacher Signature:		Date:		Site Administrator Signature:		Date:	
CERTIFICATED TEACHER EVALUATION							
Current Status:	Temp.	Intern	Prob. 1	Prob. 2	BTSA 1	BTSA 2	Perm.
Check applicable box							
Standard Chosen by Administrator:							
Standard Chosen by Teacher:							
Classroom Observation Dates:	Admin/Teacher conf. dates:			Support Services offered if applicable:			

Evaluation Summary:

Final Evaluation:		☐ 2. Practice developing – meets minimum standards.	
☐ Referral to District Resources for Improvement.		☐ 3. Practice consistent with professional standards.	
☐ 1. Practice not consistent with minimum standards. *Documentation will be attached for this rating.		☐ 4. Practice distinguished – exceeds standards.	
Certificated Teacher Signature:	Date:	Site Administrator Signature:	Date:

I understand that I am required by law to sign this form. My signature does not necessarily mean that I agree with this evaluation. It only confirms that a conference was held to discuss this evaluation. I recognize that I have the right to submit a written response to this evaluation within 10 duty days of this conference.

Appendix D

FESD School Counselor Performance Evaluation

School Counselor _____

Evaluator _____

Position _____

Date _____

0=Unsatisfactory, 1=Basic, 2=Proficient, 3=Distinguished

DUTIES AND RESPONSIBILITIES	
DESCRIPTION	RATING
1. Major Function: Development and Management of a Comprehensive School Counseling Program	
1.1 Discusses the comprehensive school counseling program with the school administrator.	
1.2 Uses data to develop school counseling program goals, and shares the goals with stakeholders (i.e., administrators, teachers, students, parents, community).	
1.3 Uses data to develop curriculum, small-group and closing-the-gap action plans for effective delivery of the school counseling program.	
1.4 Uses the majority of time providing direct and indirect student services through the school counseling core curriculum, individual student planning and responsive services and most of the remaining time in program management, system support and accountability.	
1.5 Uses data to develop comprehensive programs that meet student needs.	
Observations and comments:	
2. Major Function: Delivery of a Comprehensive School Counseling Program	

Direct Services	
2.1 Provides direct student services (school counseling core curriculum, individual student planning and responsive services).	
2.2 Delivers school counseling core curriculum lessons in classroom and large-group settings.	
2.3 Provides appraisal and advisement to assist all students with academic, career and personal/social planning.	
2.4 Provides individual and group counseling to students with identified concerns and needs.	
Indirect Services	
2.5 Indirect student services are provided on behalf of identified students; strategies to include referrals, consultation and collaboration.	
2.6 Refers students and parents to appropriate school and community resources to support student achievement and success.	
2.7 Consults with parents and other educators to share strategies that support student achievement and success.	
2.8 Collaborates with parents, other educators and community resources to support student achievement and success.	
Observations and comments:	
3. Major Function: Accountability	
3.1 Identifies and analyzes school data to inform the school counseling program and measure program results.	
3.2 Analyzes data on how time is used and adjusts program delivery to meet student needs as demonstrated in school data.	
3.3 Collects and analyzes results data of school counseling program activities to guide program evaluation and improvement.	
3.4 Monitors student academic performance, attendance and behavioral data to inform school counseling program goals.	

3.5 Conducts self-analysis to determine strengths and areas of improvement and plans professional development accordingly.		
3.6 Conducts a school counseling program assessment annually to review the extent of program implementation and effectiveness.		
3.7 Shares school counseling program results data with relevant stakeholders.		
Observations and comments:		
Total Score		
Average Score		
Overall Performance Comments by Evaluator:		
Comments by School Counselor:		

Signature of Evaluator_____

Date_____

Signature of Counselor_____

Date_____

Appendix E

EMPLOYEE LEAVE REQUEST

CERTIFICATED EMPLOYEE

Name: _____

Classroom/Grade: _____

Request:

Inclusive Date(s) of Leave: _____

Half Day/Full Day: **(please circle one)**

Reason or purpose: **(Must state reason unless No Tell is checked above)**

Employee Signature: _____ Date: _____

Principal/Supervisor Review:

- | | |
|--|---------------------------------------|
| ☐ I have/have not discussed this request with the employee. | ☐ Approved |
| ☐ Approved with changes | ☐ Not Approved |
| ☐ A substitute can/cannot be obtained if leave is approved. | |
| ☐ A substitute is not necessary to cover absence as presented. | |

Signature: _____ Date: _____

Please check appropriate box:

Leave Data:

- ☐ Illness/Injury/Doctor Appointment
- ☐ Parental (**Article 14.4**) Pregnancy, birth of child or adoption (paid/unpaid)
- ☐ Personal Necessity (**Article 14.6**)
- ☐ **No tell (up to 5 days)**
- ☐ Bereavement, Family
- ☐ Jury duty
- ☐ Military
- ☐ Family Care (Non-Paid)
- ☐ District Business (Specify below)
- ☐ Other (Specify below) paid or unpaid

Appendix F

FESD Certificated Employee Grievance Form

Name of Grievant: _____

Informal Level:

Date of Informal Meeting Request _____

Date of Informal Meeting _____

Signature of Supervisor _____

Signature of Grievant _____

Level 1: Formal

Description of grievance: _____

Remedy sought: _____

A) Date presented to immediate supervisor _____

signature of supervisor: _____

signature of grievant: _____

B) Date of meeting with supervisor (within 5 days of receipt) _____

signature of supervisor: _____

signature of grievant: _____

C) Date disposition of grievance received by grievant: _____

(if not within two days of informal meeting, grievant may proceed to level 2 and the association president must be notified.)

D) Was grievance satisfactorily resolved? Yes _____ No _____

signature of supervisor: _____

signature of grievant: _____

Level 2: APPEAL OF GRIEVANCE

A) Date presented to superintendent: _____
signature of superintendent: _____
signature of grievant/association rep: _____

B) Date of meeting with superintendent (within 5 days of receipt) _____
signature of superintendent: _____
signature of grievant/association rep: _____

C) Date disposition of grievance received by grievant: _____
(if not within two days of informal meeting, grievant may proceed to level 3)

D) Was grievance satisfactorily resolved? Yes _____ No _____
signature of superintendent: _____
signature of grievant: _____
signature of association rep: _____

Level 3: ARBITRATION

A) The Association notifies the District in writing that the grievance was not resolved satisfactorily and will proceed to arbitration: Date: _____

Signature of Superintendent: _____
Signature of Association Rep.: _____

B) The decision of the arbitrator is final and binding upon all parties.

Appendix G

FORTUNA ELEMENTARY SCHOOL DISTRICT 2023-2024 SCHOOL CALENDAR

SCHOOL MONTH	Mon	Tues	Wed	Thurs	Fri	Days Taught	Holidays
August		(22)	(23)	(24)	(25)		Certificated Staff Duty Days
Aug. 28 - Sept. 22 FIRST MONTH	★28 [4] 11 18	29 5 12 19	30 6 13 20	31 7 14 21	{1} {8} {15} {22}	19	★First Day of School: Aug. 28 Labor Day Holiday: Sept. 4
Sept. 25 - Oct. 20 SECOND MONTH	25 2 9 16	26 3 10 17	27 4 11 18	28 5 12 19	{29} {6} {13} {20}	20	
Oct. 23 - Nov. 17 THIRD MONTH	23 30 6 {13}	24 31 7 {14}	25 1 8 {15}	26 2 9 {16}	{27} {3} [10] {17}* 19		Veterans' Day Holiday Observed: Nov. 10 Conference Week: Nov. 13-17 {early release} *End of Trimester 1: Nov. 17*
Nov. 20- Dec. 15 FOURTH MONTH	20 27 4 11	21 28 5 12	22 29 6 13	[23] 30 7 14	[24] {1} {8} {15}	15	Thanksgiving Break: Nov. 20-24
Dec. 18 - Jan. 12 FIFTH MONTH	18 [25] [1] 8	19 [26] 2 9	20 27 3 10	21 28 4 11	[22] 29 5 {12}	9	Winter Break: Dec. 22-Jan. 5
Jan. 15- Feb. 9 SIXTH MONTH	[15] 22 29 5	16 23 30 6	17 24 31 7	18 25 1 8	{19} {26} {2} {9}	19	Dr. Martin Luther King, Jr. Holiday: Jan. 15
Feb. 12 – March 8 SEVENTH MONTH	12 [19] 26 4	13 [20] 27 5	14 21 28 6	15 22 29 7	{16} 23 {1} {8}* 15		Presidents' Week Break: Feb. 19-23 *End of Trimester 2: March 8*
March 11 - April 5 EIGHTH MONTH	11 18 25 1	12 19 26 2	13 20 27 3	14 21 28 4	{15} {22} {29} {5}	20	Easter Sunday: March 31
April 8 – May 3 NINTH MONTH	8 [15] 22 29	9 [16] 23 30	10 [17] 24 1	11 [18] 25 2	{12} 19 {26} {3}	15	Spring Break: Apr. 15-19
May 6 – May 31 TENTH MONTH	6 13 20 [27]	7 14 21 28	8 15 22 29	9 16 23 30	{10} {17} {24} {31}	19	Memorial Day Holiday: May 27
June 3 – June 14 ELEVENTH MONTH	3 {10}	4 {11}	5 {12}	6 {13}	{7} ★{14}* 10		★Last Day of School: June 14 *End of Trimester 3: June 14*

1st Trimester: 58 days
2nd Trimester: 58 days
3rd Trimester: 64 days
Total: 180 days

[Holidays] and Local Recess
*End of Trimester
{ } Early Release
() Certificated Duty Day

Board adopted—4/20/23

Appendix H

FORTUNA ELEMENTARY SCHOOL DISTRICT NOTICE OF ADDITIONAL EDUCATIONAL UNITS FOR SALARY ADVANCEMENT

*This form must be completed and submitted to the Personnel Coordinator by April 1 to qualify for column advancement on the salary schedule for the following school year. Official transcripts verifying successfully completed approved coursework must be submitted to the Personnel Coordinator no later than September 15.

Teacher: _____

Date: _____

Upper division or Graduate coursework from an accredited four-year college or university:

Course # and Title: _____ Units: _____

Course # and Title: _____ Units: _____

Course # and Title: _____ Units: _____

Course # and Title: _____ Units: _____

Coursework from College of the Redwoods, other community college, or other program: (attach course description)

**Approval of Superintendent required*

Course # and Title: _____ Units: _____

Superintendent

Course # and Title: _____ Units: _____

Superintendent

I will submit verification of a total of _____ units to the Personnel Coordinator by September 15.

Teacher Signature

Date

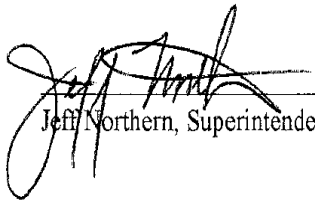
Principal Signature

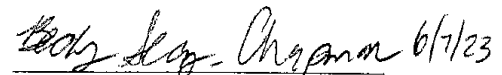
Date

Tentative Agreement
between
Fortuna Elementary School District
and
Fortuna Elementary Teachers' Association
6/7/23

The parties have made the following agreements for the 2023-2024 school year and the successor CBA dated July 1, 2021, through June 30, 2024. The parties agree that negotiations are settled for 2023-2024 upon ratification of this agreement by FETA and through Board approval.

1. An increase of 6% (across the board) will be applied to the Certificated and School Psychologist/SLP salary schedules.
2. One-time bonuses of \$1,500.00 per FTE will be paid by the end of September 2023.
3. The District's ongoing annual contribution to the Certificated H/W benefits package will remain at \$15,000 per FTE.
4. For the 2023-2024 school year, the Association has chosen Vision Plan C and Dental Plan D-30.
5. The revised language bargained by the parties for the successor CBA is attached and initialed by both parties. The District will post the new contract on the FESD webpage when it is completed.

 6/7/23
Jeff Northern, Superintendent

 6/7/23
Becky Sears-Chapman, FETA

11.5.5 The District will make every effort to balance SLP caseloads. If speech-language pathologists' caseloads exceed the 1.0 FTE maximum of 55 students (per CA Ed Code), they shall be compensated with a monthly stipend as follows:

- A. 56-60 students: \$250.00 per month
- B. 61-65 students: \$500.00 per month
- C. 66-70 students: \$750.00 per month
- D. 71-75 students: \$1,000.00 per month

The Director of Special Education will report to the Personnel Coordinator when any SLP's caseload exceeds 55 students.

13.1.1 For the 2023-2024 school year, the District shall pay \$15,000.00 toward each full-time unit member's cost of health and welfare benefit premiums.

14.2.4 Beginning with the September pay period, the District shall provide unit members a monthly accounting of the number of days of illness/injury leave they have accumulated, plus the number of days of leave to which unit members are entitled for the current school year.

17.1.5 Unit members exempted from annual evaluation in any year shall complete and submit the FESD Certificated Goal Setting Form as described in Section 17.1.8.1 of this Article by October 15. Unit members shall review, revise, and resubmit the FESD Certificated Goal Setting Form to their supervisor by June 1. If requested by the supervisor or teacher, a unit member will meet with the immediate supervisor prior to the end of the school year to review the Goal Setting Form.

17.1.7 Unit members to be evaluated during a particular school year shall be advised of the criteria upon which the evaluation is to be based and notified by their evaluator no later than September 30 of the year in which the evaluation is to take place. Unit members who will be evaluated during the year shall submit the FESD Certificated Goal Setting Form as described in Section 17.1.8.1 of this Article by October 15.

17.1.8 The unit member being evaluated and the evaluator shall meet no later than October 15 to:

17.1.8.1 Review the FESD Certificated Goal Setting Form.

17.1.10.2 The evaluation will be based on the California Standards for the Teaching Profession. The unit member and evaluator shall each select one (1) standard for particular focus, with all standards being considered during the evaluation process to help promote overall teacher success.

RSC 6/12/3