



Fallbrook Union Elementary School District

Agreement between
The Fallbrook Union Elementary School District
and the
Fallbrook Elementary Teachers Association
CTA/NEA

AGREEMENT EFFECTIVE
JULY 1, 2017 - JUNE 30, 2019

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ARTICLE 1. Agreement

- 1.1. Term of Agreement.** This Agreement between the Fallbrook Union Elementary School District, hereinafter "District," and the Fallbrook Elementary Teachers Association, CTA/NEA, hereinafter "Association," shall remain in full force and effect up to and including June 30, 2019 and thereafter shall continue in effect through June 30, year by year unless one of the parties notifies the other in writing no later than May 1, of the year in which the contract is to expire of its request to modify, amend or terminate the Agreement. In the event of this notification, negotiations shall commence after the Public Notice Provision of the Educational Employment Relations Act and the Public Employment Relations Board have been followed, and also after the District's income for the following year is known.

There shall be no reopener negotiations for the 2018-19 school year, except by mutual agreement.

- 1.2 Recognition.** The parties of this Agreement acknowledge that the Association is the exclusive bargaining representative for all regular, full-time contractual certificated employees of the District, excluding substitute, management, confidential and supervisory employees.
- 1.3 Equal Application.** The District's implementation of this Agreement shall be uniform in application and effect. This provision shall not be construed to place constraints on individual school autonomy consistent with past practice.

ARTICLE 2. Grievance and Arbitration Procedures

2.1 General Provisions

- 2.1.1** A "**grievance**" is an allegation that one (or more) unit members has been adversely affected by a violation, misapplication and/or misinterpretation of an express term of the Agreement. All other matters and disputes of any nature are beyond the scope of these procedures and those matters so indicated elsewhere in this Agreement.
- 2.1.2** The respondent in all cases shall be the District itself rather than the individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

- 2.2 Informal Level.** Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his/her immediate administrator. Both the grievant and the immediate administrator shall be entitled to be accompanied by a conferee at this informal conference. However, said conferee(s) may not participate in the conference between the parties unless specifically invited in writing to do so by the grievant and the immediate administrator.

2.3 Formal Levels

2.3.1 Level 1, Immediate Administrator

- 2.3.1.1** Within twenty (20) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, the twenty (20) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.
- 2.3.1.2** The written statement shall be a clear, concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 2.3.1.3** Either party shall be entitled to a personal conference at this level. The administration shall communicate a decision to the employee in writing within ten (10) school days of the personal conference if held, and such action will terminate Level I.

2.3.2 Level 2, Superintendent or Designee

- 2.3.2.1** In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision in writing to the Superintendent or designee within five (5) school days after the termination of Level 1.
- 2.3.2.2** The appeal shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal.
- 2.3.2.3** Within ten (10) school days after receipt of the written appeal by the Superintendent, the Superintendent or designee shall meet with the grievant.
- 2.3.2.4** The Superintendent or designee shall communicate a decision within ten (10) school days of meeting and such a decision will terminate Level 2.

2.3.3 Level 3, Mediator

- 2.3.3.1** In the event that the grievant is not satisfied with the decision at Level 2, the grievant may request that the matter be submitted to mediation. The Association shall notify the Superintendent of its decision to submit the matter to mediation within twenty (20) school days of the Level 2 decision.
- 2.3.3.2** The California State Mediation and Conciliation Service (CSMCS) shall be asked to appoint a mediator. The mediator shall conduct a hearing and offer such recommendations as appropriate.
- 2.3.3.3** The Superintendent shall notice the grievant within twenty (20) school days following the Level 3 hearing of any modification to the Level 2 decision.

2.4 Level 4, Arbitration

- 2.4.1** Grievances which are not settled at Level 3, and which the Association desires to contest further, shall be submitted to binding arbitration as provided herein, but only if the Association gives written notice to the District of its desires to arbitrate the grievance within twenty (20) school days after the termination of Level 3. It is expressly understood that the only matters, which are subject to binding arbitration, are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable. Arbitration proceedings will be conducted pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.
- 2.4.2 Selection of Arbitrator.** As soon as possible and in any event not later than ten (10) school days after the District receives the written notice of the Association's desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within ten (10) days, an arbitrator shall be selected from a panel of arbitrators provided by the California State Mediation and Conciliation Services (CSMCS) by each party alternately striking a name until one name remains.
- 2.4.3** The party who first strikes a name from the panel provided by the CSMCS shall be determined by lot. If the arbitrator selected indicates that he will not be available for hearing within a reasonable time not exceeding sixty (60) days, the parties shall proceed to select another arbitrator from the CSMCS list.
- 2.4.4 Motions to Dismiss.** If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim shall, at the option of the District, and without prejudice, be heard and ruled upon before hearing the merits of the case. If the arbitrator rules that the claim is grievable under this Article, the parties may elect, by mutual agreement, to return the grievance to Level 2 of this procedure for further processing, and prior to a final decision being rendered by the arbitrator on the merits of the grievance. In such instances a suitable stay/continuance between such a grievability ruling and any further proceedings shall be granted as may be reasonably necessary.
- 2.4.5 Limitations Upon Arbitrator.** The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of the Agreement, but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement, in the request alleged in the grievance, unless otherwise agreed to by the parties. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other and upon arguments presented in written briefs.
- 2.4.5.1** The arbitrator shall not have authority, nor shall he consider it his function to decide any issue not submitted or to so interpret or apply the Agreement as to change that can be fairly said to have been the intent of the parties as determined by generally accepted rules of contract construction.

- 2.4.5.2** The arbitrator shall not render any decision or award merely because in his opinion such decision or award is fair or equitable.
- 2.4.5.3** The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.
- 2.4.5.4** The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases, which involve the same or similar facts and issues.
- 2.4.5.5** If the parties cannot agree on a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance, the answers thereto at each level, and the terms of this Agreement.
- 2.4.5.6** The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law, or which is violative of the terms of this Agreement or the laws of state and federal government.
- 2.4.6** **Arbitrator's Decision.** Unless otherwise agreed to by the parties, the arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions on the issues submitted.
- 2.4.6.1** The decision of the arbitrator within the limits herein prescribed shall be final and binding on the parties
- 2.4.6.2** In all cases the grievance and arbitration procedure described above is to be the Association's and unit members' sole and final remedy for any claimed breach of this Agreement.
- 2.4.7** **Expenses.** All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case. By mutual agreement, the parties may use the Expedited Arbitration Procedures of the American Arbitration Association.
- 2.4.8** **Failure to Meet Time Limits.** If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 2.4.8.1** Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems, which occur above Level 1 as a result of the summer recess.

2.5 Provisions Relating to These Procedures

- 2.5.1 Association Representation.** The grievant shall be entitled upon request to representation by the Association at all grievance meetings as provided for in this Article. In situations where the Association has not been invited to represent the

grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has given the opportunity to state its views on the matter. The District will not agree to final resolution that is inconsistent with this Agreement.

- 2.5.2 Reasonable Released Time.** Grievance meetings normally will be scheduled by the District so as not to conflict with student services.
- 2.5.3 Confidentiality.** In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Association nor the District shall make public pronouncements regarding either the grievance or evidence regarding the grievance.
- 2.5.4 No Reprisal.** There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.
- 2.5.5 Grievance Files.** The District's records developed for the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE 3. Organizational Security

3.1 Professional Dues or Fees and Payroll Deductions

- 3.1.1 Payroll Deduction.** Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Governing Board an assignment authorizing payroll deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Governing Board shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3.2 Non-Member Options

- 3.2.1** Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of duties shall become a member of the Association or pay to the Association a representational fee in amount equal to membership dues, payable to the Association, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in 3.1.1 of this Article.
- 3.2.2** Any employee who is a member of a religious body whose traditional tenets and teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support FETA/CTA/NEA as a condition of employment pursuant to Government Code section 3546.3. Such employee shall pay in lieu of a service fee sums equal to such service fee to one of the following non-religious, non-labor organization charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - 3.2.2.1** Foundation to Assist California Teachers (FACT)
 - 3.2.2.2** Special Olympics

- 3.2.2.3** Boys/Girls Club of Fallbrook Foundation
- 3.2.2.4** Casa de Amparo

This amount shall annually be paid in full within thirty (30) day of the commencement of duties or by monthly payments that are equivalent to the monthly FETA Unified dues. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets of teaching object to joining or financially supporting employee organizations, shall be made on an annual basis to the Association or on or before November 1 of each year. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment has been made.

- 3.2.3** The employee electing the option provided for in Section 3.2.2 above shall be responsible for providing the Association with proof of said payment. Failure to do so shall allow the Association to submit a written request that the employee be terminated from District employment for failure to satisfactorily comply with a non-member option as provided for herein.
- 3.2.4** If such employee who hold conscientious objections pursuant to 3.2.1 requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the Association is authorized to charge the employee for the reasonable cost of using such procedure.

3.3 Deduction Procedures

- 3.3.1** With respect to all sums deducted by the District pursuant to authorization by the employee for membership dues, the District accepts the responsibility for remitting such monies to the Association Treasurer, accompanied by an alphabetical list of employees for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- 3.3.2** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.
- 3.3.3** An employee who revokes his/her authorization for the payroll deduction of membership dues shall transmit such dues or fees to the FETA Treasurer, in conformity with the following payment schedule: In full or monthly, due no later than the 10th of the month. The Association President shall be notified by the District of all such revocations.

3.4 Disciplinary Action for Noncompliance

- 3.4.1** Upon the written request of the Association, individuals not complying with these provisions of this Article shall be subject to disciplinary action by the District, up to and including dismissal
- 3.4.2** An employee shall not under any circumstances risk the loss of employment because of a lack of good standing in the Association. The Association shall not cause the discharge of an employee who has resigned from, or has been expelled by the Association, for any reason other than their failure to tender the dues or service charge to the Association.

- 3.4.3** The Association shall indemnify and hold the District harmless from any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.
- 3.4.4** If at any time during the duration of this Agreement the Association authorizes, causes, supports, engages in or sanctions any strike or work stoppage of any kind or pickets or if there is a refusal to perform the duties of employment by any employees, then this Article shall become null and void and inoperative during the balance of the school year in which said work stoppage may occur.

ARTICLE 4. Leaves

- 4.1 Industrial Accident and Illness Leave.** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:
 - 4.1.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of not more than sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - 4.1.2** Industrial accident or illness leave shall commence on the first day of absence.
 - 4.1.3** Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 4.1.4** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
 - 4.1.5** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
 - 4.1.6** Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
 - 4.1.7** Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
 - 4.1.8** An employee shall not be allowed to return to District service following an industrial accident or illness leave unless the District's Worker's Compensation physician states the employee is physically able to resume duties without limitation or impairment.

4.2 Sick Leave

- 4.2.1** Paid sick leave shall be granted for absences that are medically necessary and which require an employee to be absent from District duties.
- 4.2.2** A full-time employee shall be granted one (1) day per month of contractual District service for leaves of absence due to illness or injury. A part-year employee shall receive prorated sick leave in the same ratio as the months of service worked bears to a standard annual work calendar; for purposes of crediting a partial month of service for sick leave benefits, an employee must work half or more of the work days in said month. If the employee does not use the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year. If an employee transfers to another school district, the entire accumulated sick leave shall be transferred with the employee according to the provisions of the Education Code.
- 4.2.3** Sick leave under this policy is only applicable to employees during the normal school year and does not apply to summer school employees.
- 4.2.4** If the District has cause to believe that the sick leave privilege is being or may have been abused, it may require the employee to provide a physician's statement of illness absence verification at any time.
- 4.2.5** Illness due to pregnancy shall be treated as any other illness.
- 4.2.6** The Governing Board shall provide each teacher with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.
- 4.2.7** Partial day absences shall be computed in not less than half-day increments; if an employee is absent for half-day or less, he/she shall have a half day deducted from accumulated or extended illness leave; if an employee is absent for more than a half day, but less than a full day, he/she shall have a full day deducted from accumulated or extended illness leave.

4.3 Extended Illness Leave

- 4.3.1** When a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties due to illness or accident for an additional period up to five school months, the employee shall receive his/her regularly salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that might have been paid to a substitute shall be deducted from the employee's salary. (Ref. Education Code § 44977)
- 4.3.2** The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

4.3.3 An employee utilizing extended illness leave shall promptly provide to the District a written statement from his/her attending physician indicating the cause for utilization of this leave benefit and the expected date of return to District service.

4.3.3.1 An employee anticipating the use of extended illness leave due to predictable causes such as surgery shall provide the District with written notice of the intended absence as far in advance as possible.

4.3.4 An employee shall not be permitted to return to District service following an extended illness absence unless he/she provides the District with a written statement from his/her attending physician indicating the employee is physically able to resume regular District duties.

4.4 Personal Necessity Leave (Employee)

4.4.1 Accumulated sick leave up to seven (7) days may be used in any school year for reasons of personal necessity. Requests for personal necessity leave shall be made at least one (1) day in advance to the Superintendent or his/her designee.

4.4.2 The employee shall not be required to secure advance permission for leave in cases of death or serious illness of a member of his/her immediate family, or accident involving his/her person or property or the person or property of his/her immediate family.

4.4.3 Personal necessity shall be defined as situations that are serious in nature, cannot be disregarded, cannot be dealt with during non-duty hours and/or which require the employee's immediate attention. Personal necessity leave may not be used for routine personal activities, social events, occupational investigation, political activities or demonstrations.

4.4.4 Employees utilizing personal necessity leave as described herein shall be required, upon return to District service to sign a District absence form indicating that the personal necessity leave was used in compliance with the definitions and limitations provided for in Section 4.4.3 above.

4.4.5 Up to three (3) days of an employee's allocation of Personal Necessity Leave may be used as Personal Business days each year. In order to utilize Personal Business days, a unit member shall notify the unit member's Principal at least four (4) days in advance of taking such leave and shall be approved subject only to the availability of a substitute. The unit member shall be notified of such availability within two (2) days of the original notification to the unit member's Principal.

Such leave may not be taken during the first or last day of the school year or the day before or after a holiday or vacation period. In the event of a graduation or wedding, with one month's prior notice, Personal Business leave may be used during the first or last day of the school year or the day before or after a holiday or recess period.

4.5. Personal Necessity Leave (District)

4.5.1 An employee who has utilized the seven (7) days per year of personal necessity leave as provided for in Section 4.4 above, shall be granted three (3) additional

days of personal necessity leave at District expense. Superintendent may grant additional days of leaves at his/her discretion in hardship cases.

4.5.2 Employees utilizing personal necessity leave as described herein shall be required, upon return to District service, to sign a District absence form indicating that the District-provided personal necessity leave was used in compliance with the definitions and limitations provided for in Section 4.4.3 above.

4.5.3. Notwithstanding the provisions of Section 4.5.1 above, an employee who does not utilize, in any given school year, the District-provided three (3) personal necessity leave provisions available under this Section shall have the unused entitlement added to his/her accumulated sick leave for that year.

4.6 Bereavement Leave. Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) days, or seven (7) days if the employee has to travel out of state or over 500 miles. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, any person who previously served as the legal guardian of the employee, or any relative living in the immediate household of the employee.

4.7. Competency Hearing Panel. A paid leave of absence shall be granted to any teacher who serves on a Competency Hearing Panel.

4.8 Jury Duty and Official Appearance Leave

4.8.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty, or to appear in court other than as a litigant.

4.8.2 This District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

4.8.3 The employee shall notify the immediate Administrator upon receipt of the Jury Duty Notice.

4.8.4 An employee shall be granted a leave of absence not to exceed the duration of the requirements of the jury duty service.

4.8.5 Certificated employees who receive notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. summer) and will be compensated at the current daily substitute rate for each such day. The procedure for such postponement/ compensation is as follows:

4.8.5.1 Complete a Certificated Jury Duty Postponement Form.

4.8.5.2 Attach a copy of the original jury duty notice and signed official court validation for each day of jury duty served to the Certificated Jury Duty Postponement Form.

4.8.5.3. For purpose of this article, summer school will be considered teaching days for individuals teaching summer school.

4.8.5.4 The District may request further verification of any/all of the aforementioned documents.

4.9 Sabbatical Leave. After completing seven (7) full years of service with the District, sabbatical leaves may be granted under the following terms and conditions specified in the Appendix of this Agreement.

4.10 Legislative Leave

4.10.1 Every person employed by a school district as a permanent employee in a position requiring certification qualifications who is elected to the Legislature shall be granted a leave of absence from his/her duties as an employee of the District by the Governing Board of the District subject to the terms and conditions in the Appendix of this Agreement.

4.11 Maternity Leave

4.11.1 A pregnant female employee shall be granted an unpaid leave of absence for maternity purposes.

4.11.2 The effective dates of said unpaid leave shall be mutually acceptable to the District and the employee, as provided for in the General Leave Section of this Agreement.

4.11.3 An employee requesting unpaid maternity leave shall submit said request as far in advance of the intended beginning date as possible. Said request shall be accompanied by the attending physician's statement indicating the probable date of delivery.

4.12 Child Rearing Leave

4.12.1 An unpaid leave of absence shall be granted to an employee following the birth or adoption of an infant child.

4.12.2 An employee giving birth to, or adopting an infant child, may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall be submitted in writing to the Superintendent or his/her designee as far in advance of the requested commencement of the leave as possible.

4.12.3 The unpaid child-rearing leave shall be limited to the remainder of the semester in which birth or adoption of the infant child occurs, plus the following semester.

4.13 Family Care and Medical Leave

4.13.1 Any full-time employee who has served the District for more than one (1) continuous year shall be eligible to take unpaid Family Care and Medical Leave. (An employee, who has worked at least 1,250 hours during the 12-months immediately preceding the date on which family care and medical leave would begin, shall be considered an "eligible full-time employee".) Leave for up to twelve (12) workweeks shall be granted for any of the following reasons:

- (a) Because of the birth of a child of the employee;
- (b) Because of the placement of a child with the employee for the employee's adoption or foster care of the child;
- (c) In order to care for an employee's child, parent or spouse, who has a serious health condition.
- (d) Because of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

An employee's family care and medical leave shall not exceed twelve (12) workweeks during any 12-month period. This 12-month period shall begin July 1 and end on the subsequent June 30. Refer to the Appendix for specific provisions of the Family Care and Medical Leave.

4.14 Military Leave. Members of the bargaining unit shall be granted any military leave to which they are entitled under the law. Unit members shall be required to request the District for military leave as far in advance as possible. If available, appropriate military orders/notification shall accompany the request for leave; if unavailable at the time of request, said orders/notification shall be filed upon return in order to maintain benefits.

4.15 Child Bonding Leave. Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

Any leave taken must be concluded within one year of the birth or placement of the child with the employee. If a school year terminates before the twelve (12) school week period is exhausted, the employee may take the balance of the twelve (12) school week period in the subsequent school year.

Full-time teachers are presumed to have worked the necessary 1,250 hours per year to be eligible under requirements of the CFRA, except certain probationary and temporary employees.

Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.

The leave may be taken intermittently, but the minimum duration of the leave shall be two (2) weeks, except that the District must grant a request for a leave of less than two (2) weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks.

The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

4.16 General Leaves

- 4.16.1** A leave of absence other than those specified may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.
- 4.16.2** Excepting emergencies or extenuating circumstances, no unit member will be granted a long-term leave to be effective other than at the conclusion of a semester, Christmas vacation, or Spring vacation.
- 4.16.3** Unit members granted a long-term leave who decide not to return to service shall so inform the Board by April 15.
 - 4.16.3.1** When unit members are notified by the District of approval of a long-term leave the District shall include a copy of this Section in said notification.
 - 4.16.3.2** If an employee granted a leave of absence pursuant to this Section fails to notify the District in writing by April 1, the District shall mail to the employee another copy of said section, including a request for written notification of the employee's intention with regard to future service to the District upon expiration of the current leave.
 - 4.16.3.3** If an employee still fails to respond by April 15 of his/her intention as contained above, such failure shall be deemed to be an automatic resignation and the employee shall be terminated from District service, at the discretion of the District.
- 4.16.4** Employees on District-approved unpaid leaves of absence (including but not limited to maternity and child-rearing leaves) shall not be eligible to receive any fringe benefits such as insurance, retirement benefits, etc., for the duration of the leave, unless the employee maintains coverage for the duration of the leave under the District employee insurance package by paying the premiums himself/herself as required by the insurance carrier.
- 4.16.5** Unless otherwise provided in this section, a unit member on a paid leave of absence shall be entitled to:
 - 4.16.5.1** Return to the assignment held immediately preceding the leave, if it exists, when replaced by a substitute or temporary employee; if a substitute or temporary employee was not hired during said leave period, the employee returning from leave shall be returned to the same school if a suitable vacancy exists, otherwise he/she will be returned to the same position classification within the District.
 - 4.16.5.2** Receive credit for annual salary increment provided leave has been for approved study or retraining in another bargaining unit position; and
 - 4.16.5.3** Retain seniority from their original date of service, minus any time while in unpaid leave status.

ARTICLE 5. Certificated Employee Evaluations

5.1 Purpose and Objective

- 5.1.1 Purpose and Objectives.** The purpose of evaluations is to provide meaningful feedback to employees to enable them to continually grow and improve in their professional practices, to guide individual professional growth, and lead to improved academic performance of students.

The process is intended to assist educators new to the profession in acquiring the skills necessary to be effective and to guide veteran educators in their career-long pursuit of excellence. The parties expect educational professionals to engage in ongoing reflection and improvement throughout their careers.

- 5.1.2 District Commitment.** The District is committed to assist all certificated employees in improving their professional skills.

5.2 California Standards for the Teaching Profession

- 5.2.1 CSTP Standards.** The California Department of Education has identified six standards of the teaching practice identified as California Standards for the Teaching Profession ("CSTP"). These standards are based on current research and expert advice and it is, therefore, the intent of the parties to incorporate these standards as amended in 2009 into the District's evaluation process for all bargaining unit employees pursuant to Education Code Section 44661.5. The six standards are:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All students
- Assessing Students for Learning
- Developing as a Professional Educator

- 5.2.2 Key Elements.** Each standard is further defined by elements. These standards and related elements are listed in the Appendix of this Agreement.

- 5.2.3 Fallbrook Continuum of Standards for the Teaching Profession**
The California Standards for the Teaching Profession was the cornerstone document utilized in the development of the Fallbrook Continuum of Standards which further define expectations for certificated employees in the evaluation of the performance of their duties. The Continuum is an improvement model for continuous reflection and growth over time.

5.3 Other Evaluation and Assessment Guidelines

- 5.3.1 Classroom Teachers.** Teacher competency shall be evaluated and assessed pursuant to these provisions.

- 5.3.2 Other Certificated Personnel.** All other certificated personnel who cannot be evaluated appropriately under the guidelines stipulated in 5.2.1, above, shall be evaluated as their performance reasonably relates to District established and defined job responsibilities using appropriate evaluation tools.

5.3.3 Standardized Tests. The evaluation and assessment of certificated employee performance pursuant to this article shall not include the use of publishers' norms established by standardized tests.

5.3.4 Teacher Rights. In the process of evaluation, the following rights shall not be mentioned in the formal written evaluation unless the exercise of said rights by a teacher has an adverse effect to his/her job performance:

A teacher's Constitutional Rights,
A teacher's Civil Right,
A teacher's rights under California law.

5.3.5 Prohibited Listening/Recording Devices. All classroom observation of the work of a teacher shall be conducted openly. The use of electronic listening or recording devices for this purpose by any person in any classroom without the consent of the teacher shall be prohibited.

5.4 Assessment Procedures for Non-Permanent Bargaining Unit Members

5.4.1 Non-Permanent Certificated Bargaining. Non-Permanent Certificated Bargaining Unit members include Intern Teachers, Temporary Teachers and Probationary Teachers. Temporary and Probationary Teachers may be either experienced teachers recently hired by the District or teachers new to the profession.

5.4.2 BTSA for New Teachers. All Temporary (other than Intern teachers) and Probationary Teachers new to the profession are expected to participate in the District's Beginning Teacher Support and Assessment Program (BTSA) as a condition of employment.

5.4.3 Orientation. The District shall provide an Orientation program for all non-permanent bargaining unit employees. Such program to be scheduled prior to the start of the school year. Employees hired subsequent to the orientation Program shall meet with their site administrator, normally within the first two (2) weeks of service, for orientation purposes. The Orientation Program will include curriculum content, professional standards and evaluation procedures, statutorily required notices, student report cards and communication with parents, student discipline standards, the job description appropriate for their classification, and employment contracts.

5.4.4 Annual Evaluations. Non-permanent teachers shall be evaluated at least once per year in the manner prescribed by the Education Code.

5.4.5 Observations. Non-permanent teachers shall be frequently observed, both formally and informally, by their site administrator(s).

5.4.5.1 Initial Observation. Non-permanent teachers shall be observed at least once during the first twelve (12) weeks of service and twice within the first twenty-two (22) weeks of service.

5.4.5.2 Post Observation Conference. Each formal observation conducted pursuant to this section shall be followed by a conference; except in

unusual circumstances, said conference shall be conducted within five (5) working days of the observation.

5.4.5.3 Observation Report. The non-permanent classroom teacher shall be provided a written observation report following each formal observation. The employee shall be timely advised of deficiencies and area for improvement. The employee shall be provided written recommendations for improvement and assistance. The responsibility for improvement shall rest with the employee.

5.4.6 Evaluation Deadline. The evaluation process shall include a written evaluation, a copy of which shall be provided the employee not later than thirty (30) days before the last school day of the school year in which the evaluation is conducted.

5.5 Evaluation Procedures for Permanent Employees

5.5.1 Frequency. Permanent Teachers shall be formally evaluated at least once every other year in the manner prescribed by the Education Code.

5.5.1.1 Permanent Teachers, who have been employed at least 10 years with the School District, are highly qualified as defined by federal law (20 U.S.C. Sec. 7801), and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated at least every five years if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. In addition to the limitations provided in section 5.7, decisions related to this paragraph, including the decision to withdraw consent, are not subject to the grievance procedure.

5.5.2 Initial Conference and Evaluation Objectives. Not later than the end of the sixth week following the start of an assignment in a year in which a formal evaluation is to take place, the evaluator and the teacher shall meet to select not more than two (2) CSTP Standards (see 5.2.1 above). The employee will select one standard and the evaluator will select one standard which will form the basis for the formal evaluation. In the year following an Ineffective evaluation, CSTP Standard 6 (six) may be selected by the employee as a third CSTP standard.

5.5.2.1 Assessments/Key Elements. The unit member will be assessed as Does Not Meet Standards or Meets Standards with respect to each standard included in the evaluation. The unit member will not be assessed as Ineffective with respect to a standard unless half or more of the related key elements (see 5.2.2. above) are assessed as Ineffective.

5.5.2.2 Ineffective Evaluation. Unless half or more of the elements within a standard included in the evaluation are assessed as Ineffective, a unit member may not be assessed as Does Not Meet Standards.

5.5.2.3 Assistance Required. When the evaluator believes that a teacher has a problem serious enough to appear in a formal written evaluation, the problem is to be clearly stated with specific recommendations for improvement and specific plans for assistance. (See 5.5.3.1 below).

5.5.2.4 Modification of Objectives. During the course of the evaluation period, circumstances may arise which in the opinion of the employee or the

evaluator may require modification of the teacher's objectives, as referred to in section 5.5.2 above.

5.5.3 Observation and Conference. Classroom observations are an essential element of the formal observation process. Each formal observation shall be followed by a conference and a written observation report; except in unusual circumstances, said conference shall be conducted within five (5) working days. The written observation report shall be provided to the employee within five (5) working days of the observation conference.

5.5.3.1 Observations Required Prior to Finding of Ineffective. Except in the case of a routine classroom deficiency or in situations contemplated in Education Code Section 44938, at least three (3) formal observations shall take place prior to a finding that the teacher's evaluation was Ineffective.

5.5.3.2 Additional Observations. Any employee who receives an unsatisfactory evaluation shall be entitled to request subsequent observations and conferences.

5.5.3.3 Direct Knowledge Required. The evaluator shall not normally utilize in his/her evaluation of an employee, information which was not collected through direct observation of, or formal conference with, the employee.

5.5.4 Evaluation Deadline. The evaluation process shall include a written evaluation, a copy of which shall be provided the employee not later than thirty (30) days before the last school day of the school year in which the evaluation is conducted.

5.6 Alternative Evaluation Process for Permanent Unit Members

5.6.1 Purpose. The alternative evaluation process encourages unit members to emphasize professional development and personal growth through the evaluation system. The process offers to unit members who have consistently demonstrated effective performance an alternative to the regular evaluation process. The process is flexible in order to encourage unit members to grow in self-chosen areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. In addition, the process allows for self-evaluation in collaboration with the evaluator. The goals, objectives, projects and criteria established under the alternative assessment process shall be aligned to and use the same forms as the regular evaluation. The process is structured to strengthen collegial relationships and cooperation and to decrease isolation.

5.6.2 Evaluation Plan. Permanent unit members with a minimum of five years of effective certificated experience in the District may, with mutual agreement of the evaluator, elect to participate in the alternative evaluation process.

5.6.2.1 Pre-Evaluation Conference. At a pre-evaluation conference held in compliance with the time lines established in Section 5.5.2, the evaluatee(s) and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including constraints. Evaluatees and evaluators are encouraged to be creative and take risks when developing

options. The evaluatee(s) and the evaluator will schedule evaluation updates throughout the assessment period.

5.6.2.2. Basic Requirements. While participating in the alternative evaluation process, evaluatees continue to maintain responsibility for performance of basic job description requirements and Education Code requirements relating to progress of pupils toward district standards, use of appropriate instructional techniques and strategies, adherence to curricular objectives, establishment and maintenance of a suitable learning environment and performance of non-instructional duties and responsibilities including supervisory and advisory duties. Participation in this process assumes compliance with the requirements of the Education Code.

5.6.2.3 Final Evaluation. At the conclusion of the evaluation period, the evaluatee shall present to the evaluator the results of the agree-upon evaluation plan. The evaluator shall review the results and complete a summary evaluation form for inclusion in the evaluatee's file.

5.7 Grievances

5.7.1 Only procedural violations of this Article are subject to grievance procedure of this Agreement.

ARTICLE 6. Beginning Teacher Support and Assessment (BTSA)

6.1 Purposes

6.1.1 The purpose of the District's Beginning Teacher Support and Assessment (BTSA) Program is to provide teachers new to the profession hired by the District an intensive professional development and assessment to build on the preparation that precedes initial certification, to transform academic preparation into practical success in the classroom, to retain greater numbers of capable beginning teachers, and to remove novices who show little promise as teachers. (Education Code Section 44279.1 (a); the Marian Bergeson Beginning Teacher Support and Assessment System)

6.2 Definitions

6.2.1 Beginning Teacher. A teacher with a valid California credential, as defined in Section 44259, or an intern participating in a program established pursuant to Article 11 (commencing with Section 44380) of Chapter 2.5 of the Education Code, who serving in the first year or second year of service. (Education Code 44279.1(d)) The District shall make an effort to assign Beginning Teachers to assignments that optimize their chances of a successful induction. (Standard 4, NCPDF Program Review) Principals and other site administrators, when assigned one or more Beginning Teachers, shall support such teachers by encouraging their active participation in BTSA and monitoring such participation. (Standard 5, NCPDF Program Review)

6.2.2 Formative Assessment. Each Beginning Teacher shall be assessed by their assigned Support Provider with one or more complex measures at the onset of program participation and at multiple points during their induction to document the

Beginning Teacher's progress over time. Such assessment to be based on the California Standards for the Teaching Profession (CSTP) and the California Formative Assessment and Support System for Teachers (CFASST). (Standard 8, NCPDF Program Review) Teacher evaluation, pursuant to Article 5 of this agreement shall be the responsibility of the Principal or other site administrator charged with the responsibility of evaluating certificated bargaining unit members.

- 6.2.3 Individualized Induction Plan (IIP).** A plan developed and implemented collaboratively by a Beginning Teacher and his/her Support Provider that supports the professional growth of the Beginning Teacher. IIPs on formative assessment results, which may be reconsidered and revised according to the Beginning Teacher's emerging needs. IIPs primarily address the unique needs of individual teachers including consideration of their prior preparation and experience, but may include common topics and activities for all BTSA participants. Through the implementation of IIPs, Beginning Teachers experience an integrated system of support and assessment. (Standards 9, 10 and 11, NCPDF Program Review)
- 6.2.4 North County Professional Development Federation (NCPDF) BTSA Program.** The District shall participate in a consortium with other North County school districts and the San Diego County Office of Education through the NCPDF to ensure that the District's BTSA Program meets the Standards of Quality and Effectiveness for Beginning Teacher Support and Assessment and the California Standards for the Teaching profession as adopted by the Commission on Teacher Credentialing. (Standard 3, NCPDF Program Review)
- 6.2.5 Support Provider.** Permanent classroom teachers with Professional Clear (or equivalent) certification and with recent and substantial experience in classroom instruction are eligible to be Support Providers. In selecting Support Providers, the District shall select from among applicants who have demonstrated exemplary teaching ability, as indicated by, among other things, (1) effective communication skills, (2) subject matter knowledge, and (3) a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. (Standard 6, NCPDF Program Review) Support Providers shall be provided professional development that includes the development of knowledge and skills needed to identify and respond to beginning teacher needs and the development of a collegial community that engages program participants. (Standard 7, NCPDF Program Review)

6.3 Program Responsibilities

The District's BTSA Program, in conjunction with the NCPDF, shall do the following:

1. Provide an effective transition into the teaching career for first-year and second-year teachers.
2. Improve the educational performance of pupils through improved training, information, and assistance for new teachers.
3. Enable beginning teachers to be effective in teaching pupils who are culturally, linguistically, and academically diverse.
4. Ensure the professional success and retention of new teachers.

5. Ensure that a support provider provides intensive individualized support and assistance to each participating Beginning Teacher.
6. Improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and evaluators.
7. Establish an effective, coherent system of performance assessments that are based on the California Standards for the Teaching Profession adopted by the commission in January 1997.
8. Assure that new teachers who remain in teaching have attained acceptable levels of professional competence.
9. Ensure that an individual induction plan is in place for each participating Beginning Teacher and is based on an ongoing assessment of the development of the beginning teacher. (Education Code 44279.1(b))

6.4 Support Provider Selection.

The District shall advertise at each site Support Provider vacancies. Such posting shall include the criteria described in Section 6.2, Support Provider, above and the deadline by which to submit application which shall not be less than five (5) working days from the initial date of posting. Unit members meeting the eligibility requirements specified above may make application to the District's Office of Employer-Employee Relations in order to be considered for an appointment as a Support Provider. The application must be submitted in writing and describe the applicant's qualifications and experience. Such application must include two (2) references from any of the three (3) individuals:

- A Principal or Supervisor
- Another Classroom Teacher
- An Association Representative with specific knowledge of the applicant's expertise.

Site interviews shall be conducted when more than one qualified bargaining unit member at a site makes timely application for selection. Such interviews shall be conducted by an Interview Panel that must include the site Principal and at least one (1) classroom teacher from the site. The recommendation(s) of the site Interview Panel shall be forwarded to the Superintendent or designee.

6.5 Support Provider Term and Restrictions. The term for Support Providers shall be two (2) years. In the event a Support Provider position becomes vacant mid-term, the vacancy shall be posted pursuant to Section 6.4, above, at the site of the vacancy. A Support Provider selected to fill a mid-term vacancy shall complete the term of the vacancy. A qualified individual so selected may be reappointed to a full term pursuant to the selection procedure specified above. The term of a Support Provider may be extended in circumstances where in the Support Provider is actively working with a Beginning Teacher and the extension is for the purpose of completing the BTSA process of the Beginning Teacher.

6.6 Support Provider Compensation. Support Providers assigned to provide support to one or more Beginning Teachers shall receive an annual stipend of one thousand dollars (\$1,000.00) for each assigned Beginning Teacher. Support Providers shall be released from their regular classroom responsibilities with no loss of pay or benefits when fulfilling their Support Provider responsibilities during normal school days. With the support provider's consent, District has the discretion to determine the maximum number of beginning teachers assigned to each support provider.

ARTICLE 7. Safety

- 7.1 Rights and Duties of the Teacher.** A written description of the rights and duties of all teachers with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall be distributed to each teacher in writing by October 15.
- 7.2 Safety of Certificated Personnel**
- 7.2.1** Bargaining unit employees in the performance of District duties may use reasonable force to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- 7.2.2** Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Employees shall notify the District of any violations as described herein and shall complete required reports as soon as practical.
- 7.2.3** A teacher may suspend, for good causes, any pupil from his/her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the Principal, Assistant Principal, Lead Teacher, or other Principal designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of teacher-initiated suspension, as provided for herein, without the concurrence of the teacher of the class and the principal.
- 7.2.4** When, in the judgment of a teacher, a student requires the attention of the principal, counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate superior in writing. The principal shall review the matter and take whatever steps, if any, he/she deems appropriate.
- 7.2.5** Unit members and administrators shall make a good faith effort to keep each other apprised of unusual student behavior problems of which they become aware.
- 7.3 Buildings and Ground Safety**
- 7.3.1** An employee has the right and obligation to submit written recommendations to the immediate supervisor regarding unsafe or hazardous working conditions, facilities and equipment, as well as such conditions that affect student safety and well-being.
- 7.3.2** The District shall place (post) at prominent entry locations at each site notices (signs) for regulating unauthorized persons and loitering on campus.
- 7.4 Extent of Coverage.** As used in this Article, "within the scope of his/her employment" shall include all District directed or approved activities for which the employee is rendering service.
- 7.5 Liability Protection.** The Governing Board shall indemnify the certificated employees of the District for personal civil liability arising from litigation caused by negligible act or omission of the employee in the scope of employment.

ARTICLE 8. Transfers/Changes in Classrooms

8.1 Definitions

- 8.1.1** A transfer refers to any District-approved action, which results in the movement of an employee from one school site to another, but within the same position classification.
- 8.1.2** A transfer may be employee-initiated (voluntary transfer) or District-initiated (involuntary transfer).
- 8.1.3** No employee shall be transferred arbitrarily.
- 8.1.4** All voluntary and involuntary transfers must be approved by the Superintendent or his/her designee.
- 8.1.5** Seniority. Seniority shall be determined by date of initial service provided by the employee in a probationary position with the District.
- 8.1.6** Program. Program is the instructional services provided students.

8.2 Voluntary Transfers

- 8.2.1** Unit members wishing to be considered for bargaining unit vacancies shall submit a request on a District approved form by not later than the final working day in February. The district will consider all timely submitted transfer requests and known bargaining unit vacancies (including bargaining unit positions held by teachers working pursuant to Temporary contracts with expirations effective with the end of the current work year) by April 15. The District is free to hire and assign Temporary and Probationary teachers for any position not requested by a pending transfer request on or after April 16. The District will continue to consider timely submitted and pending transfer requests prior to hiring a new employee for any bargaining unit position becoming vacant prior to April 15. Transfer requests shall be considered on the basis of the following criteria:
 - 8.2.1.1** Credentials to perform the required service;
 - 8.2.1.2** The length and quality of District service;
 - 8.2.1.3** The recommendation of the employee's current principal and the principal of the school where the vacancy exists;
 - 8.2.1.4** Affirmative action goals of the District;
 - 8.2.1.5** The extra-curricular capabilities of the employee;
 - 8.2.1.6** The contribution that the employee can make in the new assignment;
 - 8.2.1.7** The District's ability to adequately replace the employee seeking a voluntary transfer;

8.2.1.8 Selection shall be determined using district seniority if all other criteria listed above are equal.

8.2.2 Bargaining unit employees who have timely submitted transfer requests shall be provided a list of all unit members requesting transfer consideration and known bargaining unit vacancies by e-mail. Such unit members shall receive an updated list of bargaining unit positions filled and new vacancies that may occur through August 15. Such update to be e-mailed to unit members within five (5) working days of the Human Resources Department having actual knowledge of a bargaining unit member's transfer or resignation. The Association President or designee shall receive the same information.

8.2.3 If a voluntary transfer request is denied, the affected employee may, within ten (10) days of said denial, submit a written request to the District for the reasons for said denial, and such request will be honored in writing within ten (10) days of receipt of the request.

8.2.4 Filing a request for transfer consideration shall not jeopardize a unit member's current assignment or the unit member's right of refusal.

8.3 Involuntary Transfers

8.3.1 Transfers Necessitated by Staff Reduction

8.3.1.1 Notice. The District shall notify the site principal when a staff reduction through transfer is necessary. The site principal shall advise the staff of the receipt of such notice and, in consultation with the staff, determine the education level (K, 1-3, 4-6), the subject area and/or program to be reduced.

8.3.1.2 Voluntary Transfer. Any unit member in the identified education level, subject area and/or program may request a volunteer transfer and such request shall be considered pursuant to section 8.2.1 of this Article.

8.3.1.3 Involuntary Transfer. If the reduction is not accomplished through volunteer transfer, the least senior unit member serving in the identified education level, subject area and/or program shall be transferred.

8.3.1.4 Rights of Employees Involuntarily Transferred. The employee being transferred shall have the right to indicate a preference from within a list of appropriate vacancies. The employee shall also have the right to discuss the transfer with the site principal, normally prior to a final decision by the District.

8.3.2 Administrative Transfers

- 8.3.2.1 Notice.** A unit member subject to an involuntary administrative transfer shall be provided written notice of such transfer no less than ten (10) working days prior to the effective date of such transfer. The effective date of an administrative transfer shall normally coincide with breaks in the instructional year or prior to the beginning of an instructional year.
- 8.3.2.2 Conference.** The site principal shall meet with the unit member noticed of administrative transfer, and his/her Association Representative, prior to the effective date of the transfer. The principal shall advise the unit member in writing of the reasons(s) for the administrative transfer.
- 8.3.2.3** No involuntary transfer may involve a grade level change greater than three (3) levels without the mutual consent of the District and the employee.
- 8.3.2.4 Appeal.** The unit member notified of an administrative transfer shall have the right to appeal the principal's decision to the District Superintendent, or designee, prior to the effective date of the transfer and may request that the transfer be postponed pending the results of his/her appeal. The Superintendent or designee shall meet with the employee and his/her Association Representative within ten (10) working days of the receipt of the employee's appeal. The Superintendent or designee shall provide a written decision regarding the appeal within ten (10) working days of the administrative transfer appeal hearing. Any grievance challenging the procedures for administrative transfer shall be filed at Level 2 of the grievance procedure (Article 2).

8.4 Reassignment. A reassignment shall be defined as a change in subject area and/or grade level but with no change in work site.

8.4.1 No involuntary change of grade levels within a school shall span more than three (3) grade levels (excluding the grade level of the current assignment), except with the mutual consent of the employee and his/her immediate supervisor.

8.4.2 Notwithstanding the provisions of Section 8.4.1 above, an involuntary change of grade levels within a school of more than three (3) grade levels may take place without mutual agreement in the following situations:

8.4.2.1 Following an experimental assignment that had been discontinued,

8.4.2.2 Discontinuance of educational programs, or

8.4.2.3 Declining or shifting enrollment at a given school.

8.5 Compensation for employer-initiated relocation

8.5.1 Employees will be allowed two (2) days for on-site moves.

- 8.5.2** Employees will be allowed three (3) days for site-to-site moves.
- 8.5.3** Employees will be compensated at the long-term substitute per diem daily rate.
- 8.5.4** In unusual circumstances, the Principal will have the option to grant an additional one (1) day for on-site moves. This will be done in a fair, consistent manner.

ARTICLE 9. Hours of Employment-Work Year

- 9.1** Except in unusual circumstances, the required standard duty week of school based services for bargaining unit members (i.e., employees) shall be thirty-five (35) hours, normally rendered in units of seven (7) hours per day, inclusive of not less than a forty (40) minute uninterrupted duty-free lunch period per day.
 - 9.1.1** The employee work week/day, as described herein, shall be structured and directed by the building principal, with input from affected staff.
 - 9.1.2** In addition to the work week/day, as described herein, an employee shall also be required to perform such additional professional requirements as may be imposed by other governmental agencies.
 - 9.1.3** Except in unusual or emergency circumstances, restricted to no more than five (5) times per year, a teacher shall not be assigned supervision responsibilities or other duties during a designated student recess period, as reflected on the school's schedule for recess. Teachers shall, however, remain on campus during this time.
 - 9.1.4** Elementary teachers (grades K-6) will receive preparation time during the instructional day of not less than 200 minutes on average over a ten (10) day consecutive work-day period, based on a regular bell schedule, through development and implementation of an elementary physical education program at each elementary site.
 - 9.1.5** Effective July 1, 2012, classroom teachers (grades K-6) shall not be required to perform regularly scheduled supervisory responsibilities before school. This shall afford teachers additional preparation and other instruction-related time to benefit students and classroom teachers. Additional personnel shall be retained to provide such morning supervision. Site administrators or designee shall have the right to assign supervisory responsibilities on an equitable, rotating basis in the event of an emergency, absence, unfilled position or unforeseen circumstances.
- 9.2** In addition to the requirement of school based services described above, an employee shall perform co-curricular, adjunct duties as may be reasonably assigned by the employee's administrator.

ELAC/DELAC and School Site Council shall be compensated at the rate of \$34.33 per hour for meetings convened outside the contractual day.
- 9.3** Teachers at the Junior High/Middle School level shall have preparation time of not less than four hundred eight (408) minutes over a ten (10) day consecutive work-day period,

based on a regular bell schedule, and shall not be required to perform student supervision or instruction during such time.

9.3.1 At the Junior High/Middle School, if a unit member is assigned to take a class in the absence of a qualified substitute during the employee's preparation period, the employee will receive, in addition to their regular pay, pay at the hourly rate set forth in section 11.4.4.2 (Program Support Personnel rate) and section 14.1.7 (pay based on Column C, Step 1).

9.4 At the Junior High/Middle School level, site administrators shall consult with instructors prior to assigning said instructors to more than three (3) subject matter preparations, giving good faith consideration to the instructors' suggestions for alternative assignments.

9.5 The Governing Board of the District shall adopt the annual work calendar for all bargaining unit members, not to exceed 183 days per year.

9.5.1 The last school day of the year for students shall be a minimum day for students.

9.5.2 For a school with an 8th grade graduation, said day shall be a minimum school day for students and a minimum workday for teachers at said school.

9.5.2.1 The minimum day for teachers and students at San Onofre graduation shall apply to 6th, 7th and 8th grade staff/students.

9.6 The current parent-teacher conference arrangements for the fall semester shall be continued at Potter Jr. High. All other District school sites shall be provided with four (4) minimum student days for fall semester parent-teacher conference. Parent-teacher conferences in the spring semester shall be held on an as-needed basis over two (2) minimum student days.

Two shortened day schedules will be used specifically for teacher preparation on the days of Back to School Night (BTSN) and Open House with the exception of Potter Junior High School where they will utilize a minimum day schedule.

9.6.1 If an elementary school, or San Onofre, cannot complete all fall parent conferences during the conference week, the affected teachers and principal shall select one evening during the following week to conference those parents that by necessity could not schedule a regular conference. Said evening conferences shall be held in one-room locations.

9.7 During elective instruction provided to students in elementary settings by an appropriately credentialed certificated district employee, only one teacher need be present in the classroom. The regularly assigned classroom teacher may utilize this time for preparation activities such as lesson planning, material preparation, and grading while remaining on-site.

9.8 Early Release Wednesdays

Shortened day activities are to be used to improve student achievement through meaningful and effective collaboration, data analysis, and enhanced professional development activities. Shortened day activities shall be scheduled consistent with the following:

- a. The agenda for up to twelve (12) shortened Wednesdays shall be determined by the principal/District. At K-6 sites, shortened Wednesday activities planned by administration, including staff meetings, shall typically conclude within the contractual day. If additional time is necessary at K-6 sites, meetings shall conclude within fifteen (15) minutes beyond the contractual day. At San Onofre School, Mary Fay Pendleton, and Potter Junior High School, on shortened Wednesdays, if additional time is necessary, meetings shall conclude within thirty (30) minutes beyond the contractual day.
- b. Administration may require unit members to participate in professional development activities which shall conclude within thirty (30) minutes of the contractual day five (5) times throughout the school year on district directed shortened Wednesdays. At San Onofre School, Mary Fay Pendleton, and Potter Junior High School, professional development activities shall conclude within forty-five (45) minutes of the contractual day.
- c. In the event administration calls for a staff meeting (other than a gathering for less than fifteen (15) minutes in the event of a special need) on a day other than one of their designated shortened Wednesdays, said meeting shall count as one of the administration's twelve (12) Shortened Wednesdays and unit members will be provided an additional early release Wednesday for individual planning and preparation activities which shall take place on site.
- d. The agenda and on-site location(s) for the remaining shortened Wednesdays shall be determined by unit members. The site administrator's role during the teacher driven Wednesdays includes monitoring, providing input, feedback, and participation. The purpose of these days will be to improve teaching and learning through collaboration with colleagues on topics such as:
 - a. Standards based instruction
 - b. Data analysis and assessment
 - c. Effective instructional practices
 - d. Intervention and extension
- e. Up to six (6) of the unit-member directed days shall be used for progress reports or report cards and shall be the Wednesday prior to the due date.

ARTICLE 10. Class Size

- 10.1** The District will make a good faith effort to maintain a District-wide staffing allocation ratio not to exceed 29.5 to 1 of regular program teachers to regular students, provided that:
- 10.1.1** The District's unrestricted income sources in the future remain at or above current levels.
 - 10.1.2** Classroom facilities are available to house said ratios.
 - 10.1.3** Educational programs currently operated by the District are maintained in the future.

ARTICLE 11. Salary and Fringe Benefits

11.1 Salaries. Bargaining unit salary schedules are contained in Appendix A.

11.2 Salary Schedule Organization. Organization of the schedule to provide for classification of teachers to confirm to their training and placement according to their experience.

The classification of each teacher shall be determined by the academic and professional education of the teacher in the following manner:

Class A	Bachelor's Degree plus 24 semester hours or less of graduate or approved work
Class B	Bachelor's Degree plus 36 semester hours of graduate or approved work or a Master's Degree
Class C	Bachelor's Degree plus 48 semester hours
Class D	Bachelor's Degree plus 60 semester hours
Class E*	Bachelor's Degree plus 72 semester hours
Class F*	Bachelor's Degree plus 84 semester hours

* Advancement to Column E and Column F requires a Master's Degree or an approved equivalent program of professional preparation as of November 1, 1997.

11.3 Place on the Salary Schedule

11.3.1 For Teachers hired after July 1, 1999, up to a maximum of nine (9) years of teaching experience is recognized on this salary schedule. Except for teachers with prior District experience, no one shall be placed beyond the tenth (10th) step of the salary schedule. Unit members who have been employees of the District and return to service with the District shall be given credit for their prior District service.

11.3.1.1 "Prior District service" includes certificated administrative experience provided in the Fallbrook Union Elementary District up to a maximum of three years in addition to the nine years provided in Article 11.3.1, thus allowing a maximum placement on step 13 of the salary schedule.

11.3.2 Unit members shall be advanced one (1) step for each year of service with the District.

11.3.3 College credits both graduate and/or undergraduate are acceptable for credit on this schedule and must be approved by the Superintendent/Designee. Experience and credits must be verified before contracts are issued.

11.3.4 Unit members must notify the District in writing prior to May 15, on a form provided by the District, if the unit member plans to complete units to move to a new salary schedule column for the next school year.

- 11.3.5** Unit members are responsible for turning in official transcripts showing actual credits earned in order to change their salary column not later than November 1 for advancement to be effective that school year.

11.4 Supplemental Pay

- 11.4.1 Home/Hospital Teacher.** The hourly rate for home teaching will be twenty-one and 74/100 dollars (\$21.74).
- 11.4.2 Lead Teacher and Teacher on Special Assignment (TOSA).** Yearly stipends will be specified on the Certificated Salary Schedule (Appendix A).
- 11.4.3 Summer School.** Hourly rate of \$32.70 and daily rate of one hundred sixty-three dollars and fifty cents (\$163.50).
- 11.4.4 Instructional or Hourly Co-Curricular Programs.**
- 11.4.4.1** Participation beyond the regular work day/work year shall be voluntary.
 - 11.4.4.2** Unit members performing instructional services beyond the regular work day/work year shall be paid the Program Support Personnel rate (Article 14.1.7).
 - 11.4.4.3** Unit members performing co-curricular work beyond the regular day/year shall be paid an hourly rate of thirty-four dollars and thirty-three cents (\$34.33).
 - 11.4.4.4** The hourly rate for paid participation in professional development activities to be thirty-four dollars and thirty-three cents (\$34.33).
 - 11.4.4.5** Unit members may exchange hours spent for equal amounts of substitute time. Time may be taken in one-half or full day increments not to exceed three (3) full days in succession.
- 11.4.5 National Board Certification Incentive**
The Fallbrook Union Elementary School District will create and maintain a \$5,000 fund from which teachers could make application for National Board Certification assessment fees subsidy. Any teacher requesting funding must also apply for a fee subsidy from the Candidate Subsidy Program (CSP) administered by the California Department of Education. The maximum fee subsidy funded by the District fund may not exceed the employee's net assessment fee cost. Any employee awarded a district subsidy must agree to teach in the District for not less than two years following certification. Teachers earning National Board Certification will receive an annual stipend equivalent to a Master's Degree stipend for the duration of their certification.

11.5 Salary Deductions

- 11.5.1** Effective January 1, 2011 three (3) health insurance plans provided through the Southern California Schools Voluntary Employees Benefits Association ("VEBA") shall be available to bargaining unit members. The

available plans are: (1) United Health Care Choice Plus PPO Plan, (2) United Health Care Performance Health Maintenance Organization with four separate networks and three separate premiums, and (3) Kaiser Permanente Health Plan 5/5. See Appendix B for complete descriptions of available plans.

The current negotiated cap (District Contribution) for health benefits is \$624.27 for Employee Only, \$1153.12 for Employees with One Enrolled Dependent, and \$1597.90 for Employee & Family (on a tenths basis).

- 11.5.1.1 Employees may elect to utilize an IRC 125 plan for the employee share of health insurance costs.
- 11.5.1.2 The District shall provide to the Association within five (5) working days of receipt renewal rates related to Health Care. The parties shall meet at a time and date mutually selected by the parties to review renewal rates and related information (including alternative plans and programs) within ten (10) days of the Association's receipt of the VEBA rates.
- 11.5.1.3 Deductions for State and Federal income tax and for retirement shall be taken from the monthly salary of each teacher.
- 11.5.1.4 In addition, the teacher may request additional deductions for payment to Credit Unions, Board approved Insurance Companies and Tax Sheltered Annuities, Professional Organizations and the United Fund.

11.6 Frequency of Payments. Subject to approval of the San Diego County Department of Education, unit members working a full school year shall be paid in eleven (11) or twelve (12) salary warrants per year.

11.7 Fringe Benefits. The Governing Board shall not reduce or eliminate any fringe benefits, which were enjoyed by certificated employees as of the effective date of this Agreement until they are renegotiated as provided for in this Agreement.

11.7.1 Health Insurance. The District shall provide a group health insurance package, which will be in force for the duration of this Agreement. The specifications of the current program will be set forth in Appendix B through F of this Agreement.

11.7.1.1 Health care benefits are extended to retired employees hired prior to January 1, 2008 in the following manner: the Fallbrook Union Elementary School District will provide retired employees with the same health and insurance benefits being provided for District employees to the extent stipulated under the following rules and regulations, up to a maximum of age sixty-five (65) of the retiree, or the retiree's eligibility for Medicare coverage, whichever occurs first:

- (1) The employee must retire from the Fallbrook Union Elementary School District, must be receiving a retirement from STRS, PERS, or both. Not eligible if employee leaves for reasons other than retirement.

(2) The employee must have served a minimum of the last ten (10) years with the Fallbrook Union Elementary School District.

(3) Premiums:

Yrs. of Service with FUESD just prior to RETIREMENT	% of Premium for Employee only to be Paid by FUESD
Less than 10 Years	00%
10 years	50%
11 years	55%
12 years	60%
13 years	65%
14 years	70%
15 years	75%
16 years	80%
17 years	85%
18 years	90%
19 years	95%
20 years	100%

(4) Amount to be paid by the Retired Employee

- a. 100% of dependent coverage.
- b. Applicable percentage of employee premium as determined by the chart under item (3).
- c. Retiree shall pay the amount of his/her share of the annual premium in advance.

11.7.1.2 Employees hired on or after January 1, 2008 and retiring at or after sixty (60) years of age with twenty-five (25) or more consecutive years of service with the Fallbrook Union Elementary School District shall be entitled to participate in the same District health plan(s) provided active employees until age sixty-five (65) or the retiree's eligibility for MediCare coverage, whichever occurs first. The District shall pay the same portion of the cost of the retired employee's premium as the District pays for its active employees. The retiree eligible for retiree health insurance may insure dependents and shall be responsible for 100% of the dependent(s) premium.

11.7.2 Life Insurance. The current life insurance program shall be \$50,000.00

11.7.3 Dental Insurance. The current dental coverage program shall be full dependent coverage, including orthodontia.

11.7.4 Vision Insurance. Vision coverage shall be as described in Appendix D of this Agreement.

11.7.5 TSA Contribution in Lieu of Dependent Coverage. Employees eligible for fully District paid health and welfare benefits are also eligible for \$100 monthly to a maximum of \$1,000 annually in salary for 0 dependents covered, \$50 monthly to a maximum of \$500 annually for 1 dependent covered, or no additional salary for full family coverage.

11.7.6 IRC Payroll Deductions. The District shall implement an Internal Revenue Code Section 125 salary deduction plan for benefits and childcare.

- 11.7.7 Joint Employer-Employee Insurance Committee.** The Association will participate in a joint employer/employee insurance committee that shall be responsible for the selection of a District insurance broker and for recommending changes in the existing health and welfare benefit plans and carriers. The Association is committed to a continuing effort of securing economical solutions to the health coverage cost escalation.

ARTICLE 12. Job Sharing

- 12.1** Unit members may elect to participate in a job sharing plan subject to the recommendation of the principals/supervisors involved, and the approval of the Superintendent at his/her sole discretion.
- 12.2** The number of bargaining unit members annually participating in job sharing plans shall not exceed twice the number of District school sites or five percent (5%) of the bargaining unit, whichever the greater, unless the Association and District have agreed in writing to additional job sharing plans.
- 12.3** A job sharing plan previously approved for the full school year may be terminated at the end of the first semester, at the District's sole discretion, if the principal/supervisor determines that the job sharing is not in the best interest of students. An employee in a job sharing plan at the end of the first semester termination by the District shall be offered an appropriate full-time position.
- 12.4** Unit members occupying job shares shall be required to provide the complete range of adjunct duties required of unit members, and the normal conference period availability provided by unit members.
- 12.5** Unit members occupying a job shares shall receive: prorated salary; prorated fringe benefits if they choose to continue their benefits, or transfer benefits to another job share participant; and prorated salary schedule step increment credit provided he/she renders service for seventy-five percent (75%) of the time required in his/her approved job sharing plan. Subject to approval by carriers.
- 12.6** Unit members requesting permission to enter the job sharing plan, for the following school year, shall submit an appropriate application letter to the District by April 1; said application shall include a detailed plan of how the proposed job sharing will function and its design to avoid the impairment of educational opportunities/experiences for students in the job shared classes. If the District notifies the Association by January 1 that it is contemplating layoff action for the following year, the employee application letter provided for herein shall be submitted by February 1.
- 12.7** The District and the Association agree that the decision to approve or terminate job sharing plans shall not be subject to the provisions of Article 2 of this Agreement.

ARTICLE 13. Reduction in Force and Effects Related Thereto

The provisions of this Article shall deal with reduction-in-force actions the District may initiate pursuant to Education Code section 44955.

- 13.1** The Association and District understand the legal provisions of the Education Code

regarding reduction-in-force actions by the District and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the reduction-in-force protections of the Education Code for unit members.

- 13.2** The District and Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions-in-force are necessary.
- 13.3** For the purpose of prioritizing those employees who have received a layoff notice and who have been determined to have the same day of first service, the criteria for prioritization shall be determined by the District and shall be based upon the needs of the District and the students thereof.
- 13.4** Article 11 (Fringe Benefit Coverage) shall provide coverage through September 30 for those unit members who have worked a full school year and who are given layoff notice as a result of a reduction-in-force action by the Board on or before May 15 of the previous school year.
- 13.5** The District shall compensate any permanent (tenured) unit member who has been laid off in accordance with a reduction-in-force action at his/her daily rate of pay should he/she be used in a substitute capacity for a full-time absent employee.
- 13.5.1** The former unit member shall be called for substitute service for a period not to exceed thirty-nine (39) months from the date of termination in accordance with the provisions of Education Code section 44956.
- 13.6** The District shall compensate any unit member who has been laid off in accordance with a reduction-in-force action at seventy - five (75%) of his/her daily rate of pay should he/she be used in a substitute capacity for an absent full-time employee. These former unit members shall be called for substitute service after the former employees described in 13.5 above, but prior to regular day-to-day substitutes, for a period not to exceed twenty-four (24) months from the date of termination in accordance with education Code section 44957.
- 13.7** A laid-off employee shall be eligible to purchase fringe benefit coverage for himself/herself and dependents in accordance with the Education Code and COBRA/OBRA.
- 13.8** When an employment opportunity exists, the District shall be obligated to make a reasonable effort to contact the eligible former employee(s).
- 13.8.1** When an employment opportunity is for a day-to-day or short-term substitute position, "reasonable effort" shall mean a telephone call to the last known telephone number of the former employee.
- 13.8.2** When the employment opportunity is for one (1) semester or more, "reasonable effort" shall mean the sending of a registered letter of notification to the last known address of the former employee.

- 13.9** Employees given a March 15 notice of intended non-reemployment shall be entitled to use three (3) days of available Personal Necessity Leave for purposes of bona fide job interviews with other prospective employers.
- 13.10** The District and the Association agree that any alleged violation of this Article shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 2.
- 13.11** The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction-in-force actions, and the effects related thereto even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 14. Program Support Personnel

- 14.1** The Association and the District agree to the following terms and conditions of employment for Program Support Personnel:
- 14.1.1** These employees shall be hourly employees assigned to one-half (1/2) time or less certificated positions.
 - 14.1.2** These employees shall be hired under temporary contract for specific sites and programs.
 - 14.1.3** These positions shall be funded through categorical revenue sources.
 - 14.1.4** Program Support Personnel shall be employed to supplement, but shall not supplant, regular bargaining unit positions.
 - 14.1.5** Program Support Personnel shall not be included in the District-wide staffing allocation ratio specified in Article 10 of the parties' contract.
 - 14.1.6** Article 5, Certificated Employee Evaluation, and Article 8, Transfers/Changes in Classrooms, shall not be applicable to Program Support Personnel.
 - 14.1.7** Program Support Personnel shall be compensated at an hourly rate to be determined by dividing Column C, Step 1 of the Certificated Salary Schedule by annual number of work days for bargaining unit members and that quotient divided by seven.

ARTICLE 15. Savings Provision

If any provisions of this Agreement are held to be contrary to law by the courts of the State of California, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 16. Concerted Activities

16.1 No Strike Clause

- 16.1.1** It is agreed and understood that there will be no strike, work stoppage, slow-down of the operations of the District by the Association or by its officers, agents or members during the term of this Agreement. It is further agreed that there will be no lockout by action of the Governing Board.
- 16.1.2** In addition, the organizations represented by the Association, together with their officers, agents and members agree that there shall be no strikes, slow-downs, or stoppages of work.

16.2 Compliance Clause. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down of the operations of the District by employees who are represented by the Association, the Association and the District agree to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District in accordance with the provisions of the Education Code.

16.3 Withdrawal of Privileges. It is understood that the District shall be entitled to withdraw any privileges or services provided for in this contract of any employee or employee organization that violates this Article by engaging in concerted activities as defined in Section 16.1 of this Article.

ARTICLE 17. Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process for the duration of this contract.

ARTICLE 18. Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures for the duration of the contract, and in the absence of specific provisions, all items are discretionary for the Governing Board.

ARTICLE 19. Association Rights

- 19.1** The Association shall enjoy those rights enumerated in Section 3543.1 of the Educational Employment Relations Act.
- 19.2** The District shall not unlawfully discriminate against any unit member because of membership in or participation in the lawful activities of the Association that are not excluded elsewhere in this Agreement.
- 19.3** The Association President, or his/her designee, may be granted ten (10) days of release time per year for legitimate Association business; the Association will pay the cost of the substitute and advanced notice/normal substitute procedures shall be followed. No more

than two (2) days may be taken consecutively and no more than five (5) days may be taken within one month.

- 19.4** The Association shall be entitled to no less than twenty-four (24) workdays per fiscal year (July 1-June 30) of leave to use for Association business, provided that the Association reimburses the District for the cost of a substitute's salary.

19.4.1 It is agreed that release time provided Association representatives to participate in meetings initiated by the District shall not be deducted from the twenty-four (24) days provided in 21.4 above and the Association shall not bear the cost of the substitute.

19.4.2 It is recognized that release time for negotiations and processing grievances shall not be deducted from the twenty-four (24) days provided in 21.4 above.

- 19.5** In order to facilitate reasonable travel time, authorized representatives to the Association's Executive Board shall be allowed, following the safe dismissal of their students, to leave their sites on days of regularly scheduled Association executive board meetings, provided that such meetings are scheduled by the Association to begin at times that do not interfere with the instructional day.

19.6 State and National Association Leave-of-Absence

19.6.1 Purpose. Up to thirty (30) total days per work year of leave-of-absence shall be granted to an employee elected to office in a State or National affiliate of the Association, subject to the following conditions and limitations:

19.6.1.1 Not more than three (3) employees shall be eligible for the annual leave described herein.

19.6.1.2 Leave that is granted shall be for not less than half-day increments.

19.6.1.3 Requests for said leaves shall be submitted in writing by the employee holding elective office to the Superintendent as far in advance of the requested leave as possible, but in no event later than two (2) workdays prior to the requested date of leave.

19.6.1.4 The written request described in item 21.6.1.3 above shall describe the specific purpose for which the leave is requested.

19.6.1.5 If the specific purpose of the elected officer's request is acceptable to the Superintendent, the leave shall be granted.

19.6.1.6 In determining the acceptability of the elected officer's purpose for the leave request, it shall be the intent of the District to treat such requests in a manner consistent with past District practice.

19.6.1.7 The duration of any single absence authorized under this provision shall be limited to not more than five (5) consecutive work days.

19.6.1.8 Within thirty (30) days of receipt of District invoice, the State or National affiliate Association shall reimburse the District for the cost of substitute teacher service utilized during the period of leave granted to the elected officer and the cost of the District retirement

contribution made on behalf of the absent employee.

- 19.6.1.9** An employee granted leave under this provision shall not lose credit for retirement purposes or District health and dental insurance coverage.

ARTICLE 20. District Rights

- 20.1** 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. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and contract our work. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.
- 20.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, 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 law.
- 20.3** The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 20.4** Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the Grievance procedure set forth in Article 2, unless the dispute is otherwise grievable under another Article of this Agreement.

ARTICLE 21. Completion of Meet and Negotiation

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, including the effects of any layoffs, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Governing Board or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matter were proposed and later withdrawn.

SIGNATURES

IN WITNESS WHEREOF, the Bargaining teams have reached this Agreement effective March 20, 2018.

FOR THE DISTRICT:

**Candace Singh Ed.D.,
Superintendent**

**Bill Billingsley
Assistant Superintendent
Human Resources & Communication**

FOR THE ASSOCIATION:

**Jennifer Mariucci, President
Fallbrook Elementary Teachers
Association CTA/NEA**

**Ken Ostroske
Bargaining Chairperson
Fallbrook Elementary Teachers
Association, CTA/NEA**

Appendix A

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - 183 DAYS 2017-2018

2% Increase, Effective 07/01/2017

	BA PLUS 24 OR LESS	BA PLUS 36	BA PLUS 48	BA PLUS 60	BA PLUS 72 W/M.A.*	BA PLUS 84 W/M.A.*
STEP	A	B	C	D	E	F
1	\$49,133	\$49,137	\$51,220	\$53,776	\$56,331	\$58,888
2	\$49,137	\$51,220	\$53,776	\$56,331	\$58,888	\$61,445
3	\$51,220	\$53,776	\$56,331	\$58,888	\$61,445	\$64,003
4	\$53,776	\$56,331	\$58,888	\$61,445	\$64,003	\$66,566
5	\$56,331	\$58,888	\$61,445	\$64,003	\$66,566	\$69,124
6	\$58,888	\$61,445	\$64,003	\$66,566	\$69,124	\$71,675
7	\$61,445	\$64,003	\$66,566	\$69,124	\$71,675	\$74,237
8	\$64,003	\$66,566	\$69,124	\$71,675	\$74,237	\$76,797
9	\$66,566	\$69,124	\$71,675	\$74,237	\$76,797	\$79,355
10	\$69,124	\$71,675	\$74,237	\$76,797	\$79,355	\$81,913
11	\$71,675	\$74,237	\$76,797	\$79,355	\$81,913	\$84,470
12	\$74,237	\$76,797	\$79,355	\$81,913	\$84,470	\$87,036
13	\$76,797	\$79,355	\$81,913	\$84,470	\$87,036	\$89,588
14 - 16	\$79,355	\$81,913	\$84,470	\$87,036	\$89,588	\$92,150
17-19	\$81,913	\$84,470	\$87,036	\$89,588	\$92,150	\$94,703
20-22	\$84,470	\$87,036	\$89,588	\$92,150	\$94,703	\$97,261
23-25	\$87,036	\$89,588	\$92,150	\$94,703	\$97,261	\$99,819
26+	\$89,588	\$92,150	\$94,703	\$97,261	\$99,819	\$102,373
Intern Starting salary		\$36,216				

Highest Entry level step is step 10. Credit for 9 years service.

Master's Degree \$1,836

Doctorate \$1,836

Lead Teacher \$2,149

*Advancement to Range "E" and "F" requires a Master's Degree or an approved equivalent program of professional preparation as of November 1, 1997.

Board Approved

03/19/18

Revised

03/21/18

Appendix A

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - 183 DAYS 2018-19

3.0% Increase, Effective 07/01/2018

	BA PLUS 24 OR LESS	BA PLUS 36	BA PLUS 48	BA PLUS 60	BA PLUS 72 W/M.A.*	BA PLUS 84 W/M.A.*
STEP	A	B	C	D	E	F
1	\$50,607	\$50,611	\$52,757	\$55,389	\$58,021	\$60,655
2	\$50,611	\$52,757	\$55,389	\$58,021	\$60,655	\$63,288
3	\$52,757	\$55,389	\$58,021	\$60,655	\$63,288	\$65,923
4	\$55,389	\$58,021	\$60,655	\$63,288	\$65,923	\$68,563
5	\$58,021	\$60,655	\$63,288	\$65,923	\$68,563	\$71,198
6	\$60,655	\$63,288	\$65,923	\$68,563	\$71,198	\$73,825
7	\$63,288	\$65,923	\$68,563	\$71,198	\$73,825	\$76,464
8	\$65,923	\$68,563	\$71,198	\$73,825	\$76,464	\$79,101
9	\$68,563	\$71,198	\$73,825	\$76,464	\$79,101	\$81,736
10	\$71,198	\$73,825	\$76,464	\$79,101	\$81,736	\$84,370
11	\$73,825	\$76,464	\$79,101	\$81,736	\$84,370	\$87,004
12	\$76,464	\$79,101	\$81,736	\$84,370	\$87,004	\$89,647
13	\$79,101	\$81,736	\$84,370	\$87,004	\$89,647	\$92,276
14 - 16	\$81,736	\$84,370	\$87,004	\$89,647	\$92,276	\$94,915
17-19	\$84,370	\$87,004	\$89,647	\$92,276	\$94,915	\$97,544
20-22	\$87,004	\$89,647	\$92,276	\$94,915	\$97,544	\$100,179
23-25	\$89,647	\$92,276	\$94,915	\$97,544	\$100,179	\$102,814
26+	\$92,276	\$94,915	\$97,544	\$100,179	\$102,814	\$105,444

Intern Starting salary \$36,571

Highest Entry level step is step 10. Credit for 9 years service.

Master's Degree \$1,891

Doctorate \$1,891

Lead Teacher \$2,213

*Advancement to Range "E" and "F" requires a Master's Degree or an approved equivalent program of professional preparation as of November 1, 1997.

Board Approved

3/19/2018

Revised

3/21/2018

Appendix A

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - 195 DAYS 2017-2018

2% Increase, Effective 07/01/2017

	BA PLUS 24 OR LESS	BA PLUS 36	BA PLUS 48	BA PLUS 60	BA PLUS 72 W/M.A.*	BA PLUS 84 W/M.A.*
STEP	A	B	C	D	E	F
1	\$52,356	\$52,359	\$54,579	\$57,303	\$60,025	\$62,749
2	\$52,359	\$54,579	\$57,303	\$60,025	\$62,749	\$65,475
3	\$54,579	\$57,303	\$60,025	\$62,749	\$65,475	\$68,199
4	\$57,303	\$60,025	\$62,749	\$65,475	\$68,199	\$70,931
5	\$60,025	\$62,749	\$65,475	\$68,199	\$70,931	\$73,657
6	\$62,749	\$65,475	\$68,199	\$70,931	\$73,657	\$76,376
7	\$65,475	\$68,199	\$70,931	\$73,657	\$76,376	\$79,106
8	\$68,199	\$70,931	\$73,657	\$76,376	\$79,106	\$81,834
9	\$70,931	\$73,657	\$76,376	\$79,106	\$81,834	\$84,558
10	\$73,657	\$76,376	\$79,106	\$81,834	\$84,558	\$87,284
11	\$76,376	\$79,106	\$81,834	\$84,558	\$87,284	\$90,008
12	\$79,106	\$81,834	\$84,558	\$87,284	\$90,008	\$92,744
13	\$81,834	\$84,558	\$87,284	\$90,008	\$92,744	\$95,462
14 - 16	\$84,558	\$87,284	\$90,008	\$92,744	\$95,462	\$98,192
17 - 19	\$87,284	\$90,008	\$92,744	\$95,462	\$98,192	\$100,913
20 - 22	\$90,008	\$92,744	\$95,462	\$98,192	\$100,913	\$103,639
23 - 25	\$92,744	\$95,462	\$98,192	\$100,913	\$103,639	\$106,365
26+	\$95,462	\$98,192	\$100,913	\$103,639	\$106,365	\$109,087

Highest Entry level step is step 10. Credit for 9 years service.

Master's Degree \$1,836

Doctorate \$1,836

Lead Teacher \$2,149

*Advancement to Range "E" and "F" requires a Master's Degree or an approved equivalent program of professional preparation as of November 1, 1997.

Board Approved

3/19/2018

Revised

3/21/2018

Appendix A

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - 195 DAYS 2018-19

3.0% Increase, Effective 07/01/2018

	BA PLUS 24 OR LESS	BA PLUS 36	BA PLUS 48	BA PLUS 60	BA PLUS 72 W/M.A.*	BA PLUS 84 W/M.A.*
STEP	A	B	C	D	E	F
1	\$53,925	\$53,929	\$56,217	\$59,021	\$61,825	\$64,633
2	\$53,929	\$56,217	\$59,021	\$61,825	\$64,633	\$67,439
3	\$56,217	\$59,021	\$61,825	\$64,633	\$67,439	\$70,245
4	\$59,021	\$61,825	\$64,633	\$67,439	\$70,245	\$73,059
5	\$61,825	\$64,633	\$67,439	\$70,245	\$73,059	\$75,867
6	\$64,633	\$67,439	\$70,245	\$73,059	\$75,867	\$78,667
7	\$67,439	\$70,245	\$73,059	\$75,867	\$78,667	\$81,479
8	\$70,245	\$73,059	\$75,867	\$78,667	\$81,479	\$84,289
9	\$73,059	\$75,867	\$78,667	\$81,479	\$84,289	\$87,095
10	\$75,867	\$78,667	\$81,479	\$84,289	\$87,095	\$89,903
11	\$78,667	\$81,479	\$84,289	\$87,095	\$89,903	\$92,709
12	\$81,479	\$84,289	\$87,095	\$89,903	\$92,709	\$95,525
13	\$84,289	\$87,095	\$89,903	\$92,709	\$95,525	\$98,327
14 - 16	\$87,095	\$89,903	\$92,709	\$95,525	\$98,327	\$101,139
17 - 19	\$89,903	\$92,709	\$95,525	\$98,327	\$101,139	\$103,941
20 - 22	\$92,709	\$95,525	\$98,327	\$101,139	\$103,941	\$106,749
23 - 25	\$95,525	\$98,327	\$101,139	\$103,941	\$106,749	\$109,557
26+	\$98,327	\$101,139	\$103,941	\$106,749	\$109,557	\$112,359

Highest Entry level step is step 10. Credit for 9 years service.

Master's Degree \$1,891

Doctorate \$1,891

Lead Teacher \$2,213

*Advancement to Range "E" and "F" requires a Master's Degree or an approved equivalent program of professional preparation as of November 1, 1997.

Board Approved

3/19/2018

Revised

3/21/2018

Appendix A

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT PSYCHOLOGIST/SPEECH THERAPIST SALARY SCHEDULE - 187 DAYS 2017-18

2% Increase, Effective July 1, 2017
12 Pay Schedule

		Without M.A.	M.A.	BA plus 84 with M.A.
		A	B	C
Step	1	\$71,675	\$74,237	\$76,797
Step	2	\$74,237	\$76,797	\$79,355
Step	3	\$76,797	\$79,355	\$81,913
Step	4	\$79,355	\$81,913	\$84,470
Step	5	\$81,913	\$84,470	\$87,036
Step	6	\$84,470	\$87,036	\$89,588
Step	7	\$87,036	\$89,588	\$92,150
Step	8	\$89,588	\$92,150	\$94,703
Step	9	\$92,150	\$94,703	\$97,261
Step	10	\$94,703	\$97,261	\$99,819
Step	11	\$97,261	\$99,819	\$102,373

Master's Degree	\$1,836
Doctorate	\$1,836

Health & Welfare Benefits include:

- * District contribution for family medical, dental, vision & mental health coverage equal to current capped amount for certificated bargaining unit
- * District paid life insurance for employee only
- * Fringe benefit stipend in lieu of dependent medical coverage
(0 dependents = \$100/mo, \$1,000/yr; 1 dependent = \$50/mo, \$500/yr)

Board Approved

3/19/2018

Revised

3/21/2018

Appendix A

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT PSYCHOLOGIST/SPEECH THERAPIST SALARY SCHEDULE - 187 DAYS

2018-19

3% Increase, Effective July 1, 2018

12 Pay Schedule

		Without M.A.	M.A.	BA plus 84 with M.A.
		A	B	C
Step	1	\$73,825	\$76,464	\$79,101
Step	2	\$76,464	\$79,101	\$81,736
Step	3	\$79,101	\$81,736	\$84,370
Step	4	\$81,736	\$84,370	\$87,004
Step	5	\$84,370	\$87,004	\$89,647
Step	6	\$87,004	\$89,647	\$92,276
Step	7	\$89,647	\$92,276	\$94,915
Step	8	\$92,276	\$94,915	\$97,544
Step	9	\$94,915	\$97,544	\$100,179
Step	10	\$97,544	\$100,179	\$102,814
Step	11	\$100,179	\$102,814	\$105,444

Master's Degree \$1,891

Doctorate \$1,891

Health & Welfare Benefits include:

- * District contribution for family medical, dental, vision & mental health coverage equal to current capped amount for certificated bargaining unit
- * District paid life insurance for employee only
- * Fringe benefit stipend in lieu of dependent medical coverage
(0 dependents = \$100/mo, \$1,000/yr; 1 dependent = \$50/mo, \$500/yr)

Board Approved

Revised

3/19/2018

3/22/2018



Appendix B

UHC members get their Rx benefits through Express Scripts. Your copay and coinsurance amounts are based on where you fill your prescriptions. Non-EAN pharmacies will charge an additional \$5 copay per prescription. For the lowest copays, be sure to utilize an Express Scripts Advantage Network (EAN) pharmacy.

If you continue to use a retail pharmacy after 3 fills of your medication, then you will pay the maintenance copay for a 30-day supply.

Short-Term Drugs *(up to a 30-day supply)*
Use Express Scripts Advantage Network (EAN) pharmacy (for lowest cost) or non - EAN pharmacy

EAN Pharmacies

- Costco
- VONS
- Ralphs

- Haggen
- Rite Aid
- Kmart
- Many Independent Pharmacies

Non-EAN Pharmacies

- Walgreens
- CVS
- Target
- Many Independent Pharmacies

Maintenance Drugs *(up to a 90-day supply)*
Use Express scripts Smart90 pharmacy or Express Scripts Home Delivery for lowest cost

Smart90 Pharmacies

- Costco
- Rite Aid

Home Delivery

- Express Scripts



VEBA Advocacy: When your doctor or health plan can’t help you, call VEBA’s Advocacy Office. They’ll help you resolve benefit issues.

Employee Assistance Program: Get through life’s challenges with counseling, budgeting, and legal advice, child and eldercare support, and more.

Best Doctors: Started by Harvard doctors, Best Doctors gives you access to medical experts to make sure you have the right diagnosis and treatment for your situation at no cost to you.

CONTACTS		
Benefit	Website	Phone
Best Doctors	Bestdoctors.com	866-904-0910
Employee Assistance Program	LiveandWorkWell.com Access: VEBA	888-625-4809
Express Scripts	Express-Scripts.com	800-918-8011
Kaiser	KP.org	800-464-4000
Optum Health (Chiropractic/Acupuncture)	myoptumhealthphysicalhealthofca.com	800-428-6337
UnitedHealthcare (UHC)	MyUHC.com	888-586-6365

Feature	Kaiser 10 \$10/\$10, 100 Day What You Pay	UHC Performance HMO A Network 1 What You Pay	UHC Performance HMO A Network 2 What You Pay	UHC Performance HMO A Network 3 What You Pay	NEW! UHC Alliance \$1200 What You Pay	UHC CA Select Plus PPO 80/50 SD In Network What You Pay Out of Network What You Pay		SIMNSA What You Pay
Deductible (individual/family)	None	None	None	None	\$2,000/\$2,000	\$2,000/\$4,000	\$2,000/\$4,000	None
Medical Out-of-Pocket Maximum (individual/family)	\$1,500/\$3,000	\$3,000/\$6,000	\$3,000/\$6,000	\$5,000/\$10,000	\$3,000/\$6,000	\$5,000/\$10,000	\$5,000/\$10,000	\$6,350/\$12,700
RX Out-of-Pocket Maximum (individual/family)	N/A	\$3,000/\$6,000	\$3,000/\$6,000	\$1,600/\$3,200	\$1,600/\$3,200	\$1,600/\$3,200	N/A	N/A
Health Reimbursement Account	None	None	None	None	\$1,200	None	None	None
PCP Office Visit	\$10 copay	\$10 copay	\$20 copay	\$40 copay	\$35 copay	Tier 1 Physician: \$30 copay Other In-Network Physician: 20% coinsurance after deductible	50% coinsurance (after deductible)	\$5 copay
Specialist Office Visit	\$10 copay	\$10 copay	\$20 copay	\$60 copay	\$50 copay	Tier 1 Physician: \$50 copay Other In-Network Physician: 20% coinsurance after deductible	50% coinsurance (after deductible)	\$5 copay
Preventive Care	No charge	No charge	No charge	No charge	No charge	No charge	No coverage for non-network services	No charge
Inpatient Hospital Care	No charge	No charge	No charge	20% copay	20% coinsurance (after deductible)	20% coinsurance (after deductible)	50% coinsurance with Prior Authorization (after deductible)	No charge
Mental Health Services (outpatient/inpatient)	\$10 copay/No charge	\$10 copay/ No charge	\$20 copay/ No charge	\$40 copay/ 20% copay	\$40 copay/ 20% coinsurance (after deductible)	\$30 copay/ 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$5 copay/ No charge
Substance Abuse Services(outpatient/inpatient)	\$10 copay/No charge	No charge	No charge	No charge	No charge	\$30 copay/ 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$5 copay/ No charge
Infertility	\$10 copay	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Outpatient Diagnostic Laboratory and Radiology (standard procedures)	No charge	No charge	No charge	No charge	No charge	Freestanding Facility or Physician: No charge Hospital-based Lab or Radiology: 20% coinsurance (deductible does not apply)	50% coinsurance (after deductible)	No charge
Complex Radiology (PET, MRI)	No charge	No charge	No charge	\$200 copay	20% coinsurance (after deductible)	Freestanding Physician: 20% coinsurance (after deductible) Hospital-based or Radiology: 20% coinsurance plus \$100 copayment (after deductible)	50% coinsurance (after deductible)	No charge
Outpatient Surgery	\$10 copay	No charge	No charge	\$500 copay	20% coinsurance (after deductible)	Ambulatory Surgery Center or Physician’s Office: 20% coinsurance plus \$100 copayment (after deductible) Outpatient Hospital-based Surgical Center: 20% coinsurance (after deductible) and \$100 copayment	50% coinsurance (after deductible) Pre-authorization is required	No charge
Outpatient Physical/Rehabilitation Therapy	\$10 copay	\$10 copay/\$10 copay	\$20 copay/\$20 copay	\$40 copay/ \$60 copay	\$35 copay	\$30 copay	50% coinsurance (after deductible)	\$10 copay
Urgent Care (your medical group/other medical group)	\$10 copay	\$10 copay/\$50 copay	\$20 copay/\$50 copay	\$40 copay/\$50 copay	\$35 copay/ 20% coinsurance(after deductible)	\$50 copay	50% coinsurance (after deductible)	\$25 copay/ \$50 copay
Emergency Room (copay waived if admitted)	\$50 copay	\$100 copay	\$100 copay	\$300 copay	\$300 Copay	\$100 copay	\$100 copay	\$250 copay (in or out of plan area)
Short-Term Prescription Drugs ¹ up to 30 day supply G: Generic P: Preferred NP: Non-Preferred	G: \$10 P: \$10	G: \$5 P: \$25 NP: 50% (\$40 minimum & \$175 maximum)	G: \$10 P: \$30 NP: 50% (\$40 minimum & \$175 maximum)	G: \$15 P: \$30 NP: 50% (\$40 minimum & \$175 maximum)*	G: \$10 P: \$30 NP: 50% (\$40 minimum & \$175 maximum)	G: \$10 P: \$30 NP: 50% (\$40 minimum and \$175 maximum)	No coverage for non-network pharmacy	\$5 copay
Maintenance Prescription Drugs ² up to 90 day supply for UHC members up to 100 day supply for Kaiser members G: Generic P: Preferred NP: Non-Preferred	G: \$10 P: \$10	G: \$10 P: \$50 NP: 50% (\$80 minimum & \$350 maximum)	G: \$20 P: \$60 NP: 50% (\$80 minimum & \$350 maximum)	G: \$30 P: \$60 NP: 50% (\$80 minimum & \$350 maximum)*	G: \$20 P: \$60 NP: 50% (\$80 minimum & \$350 maximum)	G: \$20 P: \$60 NP: 50% (\$80 minimum and \$350 maximum)	No coverage for non-network pharmacy	Not available
Chiropractor & Acupuncture Service ³	\$10 copay	\$10 copay	\$20 copay	\$30 copay	\$30 copay	\$30 copay	50% coinsurance (after deductible)	Not covered
Available Medical Groups	Kaiser	Sharp Rees-Stealy, Sharp Community, Primary Care Associates, Arch Health Partners, Encompass, Children's Physicians	Mercy Physicians, Greater Tri-Cities, Mid-County Physicians, Multi-Cultural, Scripps Physicians Medical, Children's Physicians	UCSD, Scripps Coastal, Scripps Physicians Medical, Children's Physicians	Mercy Physicians, Primary Care Associates, Rady Children's Health Network, Scripps Clinic, Scripps Coastal Medical Center, Scripps Physcians Medical, UCSD Medical	Select Plus Contracted Physicians	All Others	SIMNSA

1 UHC members pay standard copays plus \$5/prescription at a non-EAN pharmacy (non-EAN pharmacies include CVS, Target, Walgreens, and certain independent pharmacies)
2 UHC members pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill maintenance prescriptions at a network pharmacy other than Smart90.
3 Services must be medically necessary and may be subject to prior authorization from OptumHealth
*There is a \$250 brand deductible for individual and \$500 brand deductible for family
Disclaimer: This summary is merely a brief description of the major benefits of the plan(s) and is not intended to alter or expand benefits, right, or liabilities as set forth in the official plan documents and contracts. Limitations may apply. See the Certificate/Evidence of Coverage for details.

More Choice and Convenience with VSP® Vision Care Fallbrook Union Elementary School District



Finding the right eyecare provider for you is important to your eye health and overall wellness. That's why you can choose to see a VSP doctor, retail chain provider, or any other provider.

You'll enjoy convenience, service, and savings with a VSP doctor. Most offer evening and weekend hours, and with a VSP doctor you'll get the most out of your benefit, including a WellVision Exam® and other services to ensure the health of your eyes. You'll also receive additional discounts on overages and non-covered services. Plus, your satisfaction is guaranteed with a VSP doctor.

Using your VSP benefit is easy.

Whether you choose to see a VSP doctor, retail chain provider, or any other provider, using your vision coverage is simple and convenient.

- **Find an eyecare provider who's right for you.**
To find a VSP doctor or a retail chain provider, visit vsp.com or call 800.877.7195.
- **Review your benefit information.** Visit vsp.com to review your plan coverage and how it differs depending on the provider you see.
- **At your appointment, tell them you have VSP.**
There's no ID card necessary.

That's it. VSP will handle the rest—there are no claim forms to complete when you see a VSP doctor or retail chain affiliate.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

Benefit	Coverage with VSP Doctors	Coverage with Retail Chain Affiliate Providers
Eye Exam	<ul style="list-style-type: none"> Fully covered after a \$10 copay 	<ul style="list-style-type: none"> Fully covered after a \$10 copay when using a Costco participating provider
Frame	<ul style="list-style-type: none"> \$130 allowance 20% discount on amount over your allowance 	<ul style="list-style-type: none"> \$70 allowance at Costco®
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children
Lens Options	<ul style="list-style-type: none"> Average 35% - 40% off 	<ul style="list-style-type: none"> Check with Costco for VSP member pricing
Contacts (instead of glasses)	<ul style="list-style-type: none"> \$130 allowance for contact lenses and your contact lens exam 	<ul style="list-style-type: none"> \$130 allowance for contact lenses. Member pays for contact lens exam out of pocket
Extra Savings and Discounts	<ul style="list-style-type: none"> Available through VSP doctors only 	<ul style="list-style-type: none"> Not available at Costco

Contact us. vsp.com | 800.877.7195

Your VSP Vision Benefits Summary



Fallbrook Union Elementary School District and VSP provide you with an affordable eye care plan.

VSP Coverage Effective Date: 05/01/2016

VSP Provider Network: VSP Signature

Benefit	Description	Copay	Frequency
Your Coverage with a VSP Provider			
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$10	Every 12 months
Prescription Glasses		\$0	
Frame	<ul style="list-style-type: none"> \$130 allowance for a wide selection of frames \$150 allowance for featured frame brands \$70 Costco® frame allowance 20% savings on the amount over your allowance 		Every 12 months
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 		Every 12 months
Lens Enhancements	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
Contacts (instead of glasses)	<ul style="list-style-type: none"> \$130 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months
Extra Savings	Glasses and Sunglasses <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. 		
	Retinal Screening <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam 		
	Laser Vision Correction <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities 		

Your Coverage with Out-of-Network Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.

Exam up to \$45	Lined Bifocal Lenses up to \$60	Progressive Lenses up to \$85
Frame up to \$47	Lined Trifocal Lenses up to \$85	Contacts up to \$105
Single Vision Lenses up to \$45		

VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.

Contact us. **800.877.7195** | vsp.com

¹Brands/Promotion subject to change.

²Blueocean Market Intelligence National Vision Plan Member Research, 2014

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Appendix D

Plan Benefit Highlights for: Fallbrook Union Elementary School District

Group No: 7128 – 8018, 8020 & 8021

Effective Date: 3/1/2015

In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

Eligibility	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to age 26.			
Maximums	\$2,000 per person each calendar year			
Waiting Period(s)	Basic Svcs. None	Major Svcs. None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-PPO dentists**
Diagnostic & Preventive Services (D & P) Exams, four cleanings, x-rays	70-100 %	70-100 %
Basic Services Fillings, simple tooth extractions, sealants	70-100 %	70-100 %
Endodontics (root canals) Covered Under Basic Services	70-100 %	70-100 %
Periodontics (gum treatment) Covered Under Basic Services	70-100 %	70-100 %
Oral Surgery Covered Under Basic Services	70-100 %	70-100 %
Major Services Crowns, inlays, onlays and cast restorations	70-100 %	70-100 %
Prosthodontics Bridges, dentures and implants	60 %	50 %
Orthodontic Benefits Adults and dependent children	50 %	50 %
Orthodontic Maximums	\$ 2,000 Lifetime	\$ 2,000 Lifetime

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

Delta Dental of California
100 First St.
San Francisco, CA 94105

Customer Service
866-499-3001

Claims Address
P.O. Box 997330
Sacramento, CA 95899-7330

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

Delta Dental PPOSM — Easy, Friendly, Accessible



We'll do whatever it takes and then some.

Greatest potential savings when you visit a Delta Dental PPO dentist

OUT-OF-POCKET COSTS

SAVE LESS SAVE MORE

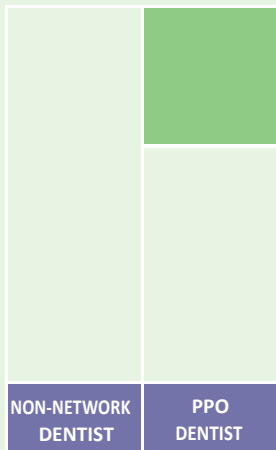


Illustration showing sample enrollee share of cost for information purposes only. Actual dentist fees and contract allowances will vary by region, procedure and by group contract.

We're pleased to be your partner in maintaining great oral health. The Delta Dental PPO* plan makes it easy for you to find a dentist, and easy to control your costs when you visit a network dentist. Here are some of the great things you'll need to know about enrolling with Delta Dental:

- **Save money with a Delta Dental PPO dentist.** Our PPO network dentists accept reduced fees for covered services they provide you, so you'll usually pay the least when you visit a PPO network dentist. This also ensures Delta Dental dentists won't balance bill you the difference between the contracted amount and their usual fee.
- **Visit the dentist of your choice.** Want to visit a non-Delta Dental dentist? No problem. You can visit any licensed dentist, but your costs are usually lowest when you see a PPO dentist.
- **Many network dentists to choose from.** Since Delta Dental offers access to some of the largest dentist networks in the U.S., chances are there's a wide choice of network dentists near your home or office. Four out of five dentists nationwide

are contracted Delta Dental dentists, giving more enrollees convenient access to more dentists. Visit us at deltadentalins.com to search our dentist directory by location or specialty.

- **Easy to use your benefits.** When you visit a Delta Dental dentist, pay only your portion for services. Delta Dental dentists will file claim forms for you and receive payment directly from us. Many non-Delta Dental dentists ask that you pay the entire cost up front and wait for reimbursement.
- **Delta Dental's Online Services make getting information quick and easy.** Access your benefits and eligibility, print ID cards and get information about your claims. And check out Delta Dental's oral health resources for tips and information that can help keep your smile healthy.

* In Texas, Delta Dental Insurance Company offers a Dental Provider Organization (DPO) plan.

VEBA Chiropractic/Acupuncture California Member Benefits



As part of VEBA, you receive chiropractic and/or acupuncture benefits as long as you receive care from participating OptumHealth Physical Health of California (Optum) providers. Your benefits include:

- Unlimited visits (subject to medical necessity)
- Copays that align with your PCP office visit copay
- X-rays as authorized
- 100% coverage for durable medical equipment up to \$50

If your PCP copay is:	Your Chiropractic/Acupuncture copay is:
\$0, \$5, or \$10	\$10
\$15, \$20, or \$25	\$20
\$30, \$35, or \$40	\$30

Only Optum chiropractors and acupuncturists are eligible for reimbursement under the plan. So, before you receive services, please verify that your chiropractor or acupuncturist still participates with Optum.

Three ways to find a provider.

Your health plan coverage gives you access to more than 3,000 network providers in California. Here are three easy ways to find a contracted provider near you:

1. Go to the Provider Locator search at www.myoptumhealthphysicalhealthofca.com
 - a. To identify a participating provider, look for "VEBA" in the list in the column headed "Participating Provider for:"
2. **Call Optum Member Services at 1.800.428.6337** (5 a.m. to 5 p.m., Pacific Time, Monday – Friday) for the most current and up to date information.
3. **Call the provider directly** to schedule an appointment, and verify they are part of the Optum network for VEBA.



Appendix E

VEBA Chiropractic/Accupuncture California Member Benefits

How do my benefits work?

At the time of your appointment:

- Your provider will verify your eligibility using your Optum ID Card. Then, simply pay your designated co-pay. If you have misplaced your ID card or don't have an ID card, you can still access services. Just tell your provider you are covered under VEBA, and they can verify your benefits with Optum.
- Your provider may also ask you to complete a Patient Summary Form*. This form makes it easy for you to share important information about your condition with your provider. It also helps them determine what type of treatment to provide so you can improve as quickly as possible.

Note: Most patients only complete this form once; but if your condition requires prolonged treatment, you may need to complete the form again with updated information.

- When your provider submits the Patient Summary Form information to Optum, you and your provider may receive a recovery milestone document, which represents a number of treatments within which most patients with a similar condition have recovered.

Note: This is not an authorized number of treatments or a limit on the number of treatments available to you. It simply helps your provider set a point when your condition should be reviewed again to determine the level of improvement you have made with the treatment you have already received.

- If you need additional treatment, your provider will advise you and Optum.

IMPORTANT:

If you are having trouble reading this document and have language needs other than English, we can have somebody help you. You may call 1-800-428-6337 Monday through Friday, 5 a.m. to 5 p.m. Pacific Time. There is no fee for this service. Because this document may require action by you, you are encouraged to call as soon as possible.

*The Patient Summary Form applies to the Chiropractic Clinical Support Program.

The information provided on included programs is for informational purposes only and is not a substitute for your doctor's care. Please discuss with your doctor how the information provided is right for you. Always refer to your plan documents for specific benefit coverage and limitations.

Health plan coverage provided by or through UnitedHealthcare of California, UnitedHealthcare of Oklahoma, Inc., UnitedHealthcare of Oregon, Inc., UnitedHealthcare Benefits of Texas, Inc., UnitedHealthcare of Washington, Inc. Administrative services provided by UnitedHealthcare Services, Inc., Optum Rx, Inc. or OptumHealth Care Solutions, Inc. Behavioral health products are provided by U.S. Behavioral Health Plan, California (USBHPC) or United Behavioral Health (UBH).

Chiropractic services administered through Optum, a UnitedHealth Group company.



Questions?

Call Optum Member Services at
1.800.428.6337 (5 a.m. to 5 p.m.,
Pacific Time, Monday – Friday).



Physical Health of California

T 800.428.6337 | www.myoptumhealthphysicalhealthofca.com

P.O. Box 880009, San Diego, California 92168

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Appendix F

FETA: 03-13-1996

SABBATICAL LEAVE

- G.1** The number of teachers on leave during any one semester be limited to two percent (2%) of the unit members employed by the Governing Board. If the number of eligible teacher applicants does not exceed such two percent (2%), each of the applicants may be granted Sabbatical Leave so long as the purpose of such leave is to pursue a program of study, research, or travel which shall be of benefit to the schools within the scope of the teaching assignment. Study or research will be conducted at an accredited college or university. If the number of eligible teacher applicants exceeds two percent (2%) maximum, selection shall be on the basis of purpose of program (as defined in the following paragraph) and District-wide seniority.
- G.2 Purpose of Program.** Employees applying for Sabbatical Leave shall be required to submit a detailed prospectus clearly identifying how the study, research or travel will achieve District goals benefiting students, and how such Sabbatical Leave activities will prepare the employee toward assuming responsibilities for staff in-service training following the completion of said leave.
- G.3** The employee on Sabbatical Leave who experiences a long-term illness, or an industrial accident or pregnancy, will be allowed to temporarily interrupt his/her Sabbatical Leave and request a return to his/her full salary position for purposes of obtaining benefits under the paid or unpaid leave requests which must be submitted to the Governing Board for consideration. If one of the above interruptions occurs, the employee will be allowed to resume the current Sabbatical within a year.
- G.4** The Governing Board shall pay a teacher who is on a Sabbatical Leave fifty percent (50%) of his/her salary. There shall be no reduction in fringe benefits during the term of a teacher's Sabbatical Leave.
- G.5** The Governing Board and a teacher who is to go on Sabbatical Leave shall develop a salary payment schedule, at least thirty (30) days before the Sabbatical Leave is scheduled to commence.
- G.6** The District shall provide the Association with twenty-five (25) copies of Sabbatical Leave Application Forms.
- G.7** The employee shall provide at least two (2) years of service to the District following the Sabbatical. A bond amounting to two (2) years of service must be provided by the employee.
- G.8** Unless otherwise provided in this Section, a teacher on Sabbatical Leave shall be entitled to return to the same position if such position still exists which he/she held immediately before commencement of the leave.
- G.9** The decision of the Governing Board regarding the "Purpose of Program" (Section 4.9.2) of Sabbatical Leave requests shall not be subject to the provisions of Article 2 (Grievance) of this Agreement.

Appendix G

FETA: 03-13-1996

LEGISLATIVE LEAVE

- H.1** During the term of such leave of absence, the employee may be employed by the District to perform such less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon.
- H.2** Such absence shall not effect in any way the classification of such employee.
- H.3** Within six (6) months after the term of office of such employee expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this Section.
- H.4** Notwithstanding any provision of this code to the contrary, a person employed to take the place of any such employee shall not have any right to such position following the return of such employee to the position.
- H.5** Employees on leaves without pay shall not be eligible to receive any fringe benefits such as insurance, retirement benefits, etc., for the duration of the leave. The employee may maintain coverage for the duration of the leave under the District employee insurance package by paying the premiums himself/herself as required by the insurance carrier.

FAMILY CARE AND MEDICAL LEAVE

- I.1** The following definitions shall apply to this provision:
- (a) "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis* as long as the child is under 18 years of age or and adult dependent child.
 - (b) "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian or another person who stood in *loco parentis* to the employee when the employee was a child.
 - (c) "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider.
- I.2** An employee who requests leave to care for a child, a spouse, or a parent who has a serious health condition may be required by the District to submit a certificate from the health care provider verifying the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the healthcare provider believes the employee needs to care for the individual requiring the care, and a statement that the affected individual's condition warrants the participation of a family member to provide care. If additional leave is needed after the time estimated by the health care provider expires, the employee shall provide re-certification in the same manner specified above.
- I.3** If an employee's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than thirty (3) days before the leave is to begin, the employee must provide not less than thirty (30) days written notice to the Manager, Employer-Employee Relations. Where the need for leave becomes known less than thirty (30) days before the leave is to begin, the employee shall provide written notice as soon as possible.
- I.4** When leave is needed for a planned medical treatment or supervision; the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.
- I.5** The District requires an employee to use any paid accrued time off, other than accrued sick leave, during the family care and medical leave. The District requires the employee to use any accrued sick leave that the employee is otherwise eligible to take during family care and medical leave for the employee's own serious health condition.

Appendix H

FAMILY CARE AND MEDICAL LEAVE (Continued)

- I.6** Leave taken for worker's compensation or short term disability which meets the state or federal requirements relating to a serious health condition will run concurrently with family care and medical leave.
- I.7** All unpaid leave available to employees under this Article will be substituted by the District to be taken by the employee concurrently with the employee's family care and medical leave.
- I.8** Leave taken for disability on account of pregnancy, childbirth or related medical condition shall be taken pursuant to Government Code Section 12945 and shall be taken in addition to family care and medical leave for a period not to exceed four (4) months. During the employee's pregnancy disability leave, such employee may use any accrued vacation, sick time or other paid leave.
- I.9** While an employee is on family care and medical leave, the District shall maintain and pay for the employee's health coverage at the same level and under the same conditions under which the District would have provided health coverage if the employee had continued working rather than taken a leave. This obligation to make employee contributions commences on the date leave first begins and continues up to a maximum of twelve (12) workweeks in a 12-months period. The District may recover the District's contribution to the employee's health coverage if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take family care and medical leave or for other circumstances beyond the employee's control.
- I.10** When both parents are employed by the District, "child rearing" leave connected with the birth, adoption or foster care of a child shall cumulatively be no greater than twelve (12) workweeks.
- I.11** Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions.
- I.12** At the conclusion of the family care and medical leave, the employee shall be returned to the same position classification held by the employee and at the same geographically approximate worksite the employee worked at prior to the commencement of the leave.

Appendix I

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION Evaluation Standards and Key Elements

J.1 **Standard 1: Engaging and Supporting All Students in Learning** **Key Elements**

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

J.2 **Standard 2: Creating and Maintaining Effective Environments for Student Learning.** **Key Elements**

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

J.3 **Standard 3: Understanding and Organizing Subject Matter for Student Learning.** **Key Elements**

- 3.1 Demonstrating knowledge of subject matter* academic content standards
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English Learners and students with special needs* to provide equitable access to the content

J.4 **Standard 4: Planning Instruction and Designing Learning Experiences for All Students.** **Key Elements**

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

J.5 Standard 5: Assessing Students for Learning
Key Elements

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting*, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

J.6 Standard 6: Developing as a Professional Educator
Key Elements

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Appendix J



Fallbrook Union Elementary School District

321 N. Iowa Street

Fallbrook, CA 92028-2108

760.731.5400

www.fuesd.org

Candace Singh, Ed.D.
Superintendent

Tentative Agreement; Subject to Board Approval
Proposal: Extended Year Summer Program Special Education Pilot
Fallbrook Union Elementary School District and Fallbrook Elementary
Teachers Association

Fallbrook Union Elementary School District provides an Extended Year Summer Program (EYSP) for the mandated requirements of students with specific Individualized Education Plans. The summer program, as per the District's approved waiver from the California Department of Education, will be conducted four (4) days per week, six hours and fifteen minutes (6.25) per day, for fifteen (15) instructional days and one (1) preparation day, for a total of sixteen (16) days in 2018.

It is agreed that certificated employees with assignments in 2018 EYSP will be compensated at the daily rate of \$204.38.

It is further agreed that the 2018 EYSP is a pilot and an evaluation will be conducted for any impacts to the program, student learning and teachers.

Signatures:

District Representative



Bill Billingsley, Assistant Superintendent, Human Resources


Date

FETA President



Jennifer Mariucci


Date

Governing Board

Darryl Buntin

Patty de Jong

Lisa Masten

Patrick Rusnell

Siegrid Stillman