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

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**AGREEMENT EFFECTIVE**  
**JULY 1, 2021 - JUNE 30, 2023**

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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 from July 1, 2021, up to and including June 30, 2023, 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 reopener negotiations during the 2022-2023 school year limited to salary and benefits (Article 11) and two additional articles per side.

- 1.2 Recognition.** The parties of this Agreement acknowledge that the Association is the exclusive bargaining representative for all regular 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) Bargaining 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 Bargaining Unit Member 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/she will not be available for a 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/her 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/she 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/her 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 Bargaining 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 the 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 Bargaining 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 Bargaining 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 Right to Join.** The District shall not deter or discourage employees or applicants to be employees from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.
  - a.** The District will notify the Association (FETA) of New Hire Orientation meetings at a minimum of twenty-one (21) days in advance of meeting date and provide an agenda ten (10) days prior to the meeting.
  - b.** Authorized representatives of the Association will be permitted to conduct Association business with new employee hires during the New Hire Orientation meetings up to sixty (60) minutes with no representation of management present. Additionally, when new hires come to the District, employees are provided the opportunity to have paid on-boarding experience.
  - c.** Association President will, within thirty (30) days of hire date, receive digitally, in a spreadsheet file, the information of each new hire employee to include: name, home address, cell phone, work and home phone, personal email, work location, job title, department, date of hire, seniority date, FTE status, employment classification, and credentials held.
  - d.** Association President will receive on August 1, October 1, January 1, and April 1, digitally, in a spreadsheet file, the information of each Bargaining Unit Member to include, name, home address, cell phone, work and home phone, personal email, work location, grade level/assignment, job title, department, date of hire, seniority date, FTE status, employment classification, credentials held, indication of any Bargaining Unit Member on Leave of Absence, and an indication of whether the District is deducting dues for membership.

### **3.2 Dues Deduction Authorization**

#### **3.2.1 General Provisions.** The District agrees to deduct membership dues from the pay of Bargaining Unit Members of the Association.

The Association shall provide the District with a list of members who have completed the authorizations developed by the Association. Such authorizations shall continue in effect from year to year until the Association notifies the District of a change. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues for ten (10) months. Deductions for Bargaining Unit Members who sign authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Dues deduction shall be without cost to the Bargaining Unit Member or the Association.

#### **3.2.2 Effective Date of Authorizations.** The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) days or more after such submission.

The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this article. The parties agree that membership (adding new members, maintaining current members or dropping members who complete the process with the Association to do so) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

### **3.3 Payment of Monies**

With respect to all sums deducted by the District pursuant to authorization of the Bargaining Unit Member, the District agrees to remit such monies to the California Teachers' Association accompanied by an alphabetical list of Bargaining Unit Members for whom such deductions have been made, and indicating any changes in personnel from the list previous furnished.

### **3.4 Deductions – Other Purposes**

Upon written authorization from a Bargaining Unit Member, the District shall deduct the appropriate amount from the salary of any member of the Bargaining Unit and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law and which are part of the present County Office computer program. The Association agrees to furnish the necessary information needed by the District to fulfill the provisions of this article.

### **3.5 Indemnification, Legal Fees/Costs for Defense**

Indemnification for claims made by an employee for dues deductions.

The Association agrees to defend and indemnify the District for any Bargaining Unit Member's allegations, claims, actions, suits, settlements, or judgements which arise out of payroll deductions made by District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall provide legal representation to the District and have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.



## **ARTICLE 4. Leaves**

**4.1 Industrial Accident and Illness Leave.** In addition to any other benefits that a Bargaining Unit Member may be entitled to under the Worker's Compensation laws of this state, Bargaining Unit Members shall be entitled to the following benefits:

- 4.1.1** A Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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, a Bargaining Unit Member 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 a Bargaining Unit Member 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 Bargaining Unit Member 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** A Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member to be absent from District duties.
- 4.2.2** A full-time Bargaining Unit Member shall be granted one (1) day per month of contractual District service for leaves of absence due to illness or injury. A part-year Bargaining Unit Member 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, a Bargaining Unit Member must work half or more of the work days in said month. If the Bargaining Unit Member 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 Bargaining Unit Member transfers to another school district, the entire accumulated sick leave balance shall be transferred with the Bargaining Unit Member according to the provisions of the Education Code.

- 4.2.3** Sick leave under this policy is only applicable to Bargaining Unit Members during the normal school year and does not apply to summer school Bargaining Unit Members.
- 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 Bargaining Unit Member 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 Bargaining Unit Member 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 a Bargaining Unit Member is absent for half-day or less, he/she shall have a half day deducted from accumulated or extended illness leave; if a Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member shall receive his/her regularly salary minus not more than 80% of the lowest Board-approved daily rate that the District pays for substitutes, as of July 1<sup>st</sup> of each contract year. If the District has made every reasonable effort to secure the services of a substitute and has been unable to do so, the Bargaining Unit Member shall receive their regular salary minus not more than 80% of the lowest Board-approved daily rate for substitutes as of July 1<sup>st</sup> of each contract year.
- 4.3.2** The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. A Bargaining Unit Member 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 Bargaining Unit Member may take the balance of the five-month period in a subsequent school year.
- 4.3.3** A Bargaining Unit Member 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** A Bargaining Unit Member 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** A Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member'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** Bargaining Unit Members utilizing personal necessity leave as described herein shall be required, to report the leave in the District's online absence management system 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 a Bargaining Unit Member's allocation of Personal Necessity Leave may be used as Personal Business days each school year. In order to utilize Personal Business days, a Bargaining Unit Member shall submit a request through the District's online absence management system as far in advance as possible, but at least four (4) working days in advance of taking such leave and the request shall be approved subject only to the availability of a substitute. The Bargaining Unit Member shall be notified of such availability within two (2) working days of the original request.
- 4.4.6** If a Bargaining Unit Member has exhausted all available Personal Necessity Leave, including Personal Business days and continues to be absent from his/her duties due to Personal Necessity reasons, the Bargaining Unit Member's salary will be reduced by the Bargaining Unit Member's daily rate for each day utilized beyond his/her personal Necessity allocation. The exhaustion of Personal Necessity Leave is different from the exhaustion of Sick Leave and the Bargaining Unit is not eligible for substitute differential pay.

#### **4.5 Personal Necessity Leave (District)**

- 4.5.1** A Bargaining Unit Member who has utilized his/her annual allocation 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** Bargaining Unit Members utilizing personal necessity leave as described herein shall be required to request the leave through the District's online absence management system 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, a Bargaining Unit Member 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.** Bargaining Unit Members shall be granted a leave with full pay in the event of the death of any member of the Bargaining Unit Member's family as defined. The leave shall be for a period of five (5) days, or seven (7) days if the Bargaining Unit Member has to travel out of state or over 500 miles. Members of the family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the Bargaining Unit Member, any person who previously served as the legal guardian of the Bargaining Unit Member, or any relative living in the immediate household of the Bargaining Unit Member.

**4.7. Competency Hearing Panel.** A paid leave of absence shall be granted to any Bargaining Unit Member who serves on a Competency Hearing Panel.

**4.8 Jury Duty and Official Appearance Leave**

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

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

**4.8.3** The Bargaining Unit Member shall notify the immediate Administrator upon receipt of the Jury Duty Notice.

**4.8.4** A Bargaining Unit Member shall be granted a leave of absence not to exceed the duration of the requirements of the jury duty service.

**4.8.5** Bargaining Unit Members 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** Submit a written request to the Payroll Department to request compensation for postponement of jury duty to non-teaching days. Attach a copy of the original jury duty notice and signed official court validation for each day of jury duty served.

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

**4.8.5.3** 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**

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 Bargaining Unit Member 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 Bargaining Unit Member, as provided for in the General Leave Section of this Agreement.

**4.11.3** A Bargaining Unit Member 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 a Bargaining Unit Member following the birth or adoption of an infant child.

**4.12.2** A Bargaining Unit Member 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 Bargaining Unit Member who has served the District for more than one (1) continuous year shall be eligible to take unpaid Family Care and Medical Leave. A Bargaining Unit Member, 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 Bargaining Unit Member." 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 Bargaining Unit Member;

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

A Bargaining Unit Member'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. Bargaining 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.** Bargaining Unit Members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the Bargaining Unit Member's child, or the placement of a child with the Bargaining Unit Member in connection with the Bargaining Unit Member'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 Bargaining Unit Member. If a school year terminates before the twelve (12) school week period is exhausted, the Bargaining Unit Member may take the balance of the twelve (12) school week period in the subsequent school year.

Full-time Bargaining Unit Members 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 Bargaining Unit Members

Pursuant to Education Code section 44977.5, if a Bargaining Unit Member exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, he/she 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 Bargaining Unit Member on a paid or unpaid basis at any time upon any terms acceptable to the District and the Bargaining Unit Member.

- 4.16.2** Except in emergencies or extenuating circumstances, no Bargaining Unit Member will be granted a long-term leave to be effective other than at the conclusion of a trimester, Winter break or Spring break.
- 4.16.3** Bargaining 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 Bargaining 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 a Bargaining Unit Member 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 Bargaining Unit Member another copy of said section, including a request for written notification of the Bargaining Unit Member's intention with regard to future service to the District upon expiration of the current leave.
- 4.16.3.3** If a Bargaining Unit Member 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 Bargaining Unit Member shall be terminated from District service, at the discretion of the District.
- 4.16.4** Bargaining Unit Members 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 Bargaining Unit Member maintains coverage for the duration of the leave under the District Bargaining Unit Member insurance package by paying the premiums himself/herself as required by the insurance carrier.
- 4.16.5** Unless otherwise provided in this section, a Bargaining 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 Bargaining Unit Member 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 Bargaining Unit Member Evaluations**

### **5.1 Purpose and Objective**

**5.1.1 Purpose and Objectives.** The purpose of evaluations is to provide meaningful feedback to Bargaining Unit Members 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 Bargaining Unit Members 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 Members 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 Bargaining Unit Members 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 Bargaining Unit Members 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 Bargaining



Unit Members' 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, and Other Certificated Bargaining Unit Members.

**5.4.2 Induction Program for New Teachers.** All Temporary (other than Intern Teachers) and Probationary Teachers new to the profession are expected to participate in the California Teacher Induction Program through the District as a condition of employment.

**5.4.3 Orientation.** The District shall provide an Orientation program for all non-permanent Bargaining Unit Members. Such program to be scheduled prior to the start of the school year. Bargaining Unit Members 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 and other Bargaining Unit Members shall be evaluated at least once per year in the manner prescribed by the Education Code.

**5.4.5 Observations.** Non-permanent Teachers and other Bargaining Unit Members shall be frequently observed, both formally and informally, by their site administrator(s).

**5.4.5.1 Initial Observation.** Non-permanent Teachers and other Bargaining Unit Members 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.** Non-permanent Bargaining Unit Members shall be provided a written observation report following each formal observation. The Bargaining Unit Member shall be timely advised of deficiencies and area(s) for improvement. The Bargaining Unit Member shall be provided written recommendations for improvement and assistance. The responsibility for improvement shall rest with the Bargaining Unit Member.

**5.4.6 Evaluation Deadline.** The evaluation process shall include a written evaluation, a copy of which shall be provided to the Bargaining Unit Member 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 Teachers**

**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 Teacher as meeting or exceeding standards, may be evaluated at least every five years if the evaluator and certificated Teacher being evaluated agree. The certificated Teacher 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 Teacher 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 Teacher as a third CSTP standard.

**5.5.2.1 Assessments/Key Elements.** The Bargaining Unit Member will be assessed as highly effective, effective, developing, and ineffective with respect to each standard included in the evaluation.

**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 Bargaining Unit Member may not be assessed as ineffective.

**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 Teacher 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 Teacher 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 Teacher who receives an ineffective 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 a Teacher, information which was not collected through direct observation of, or formal conference with, the Teacher.

**5.5.4 Evaluation Deadline.** The evaluation process shall include a written evaluation, a copy of which shall be provided the Teacher 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 Bargaining Unit Members**

**5.6.1 Purpose.** The alternative evaluation process encourages Bargaining Unit Members to emphasize professional development and personal growth through the evaluation system. The process offers to Bargaining Unit Members who have consistently demonstrated effective performance an alternative to the regular evaluation process. The process is flexible in order to encourage Bargaining 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 Bargaining 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 timelines 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 agreed-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. California Teacher Induction Program**

### **6.1 Purposes**

**6.1.1** The purpose of the Teacher Induction 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 and to retain greater numbers of capable beginning teachers. (Education Code Section 44279.1 (a))

### **6.2 Definitions**

**6.2.1 Candidate 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 Candidate Teachers to assignments that optimize their chances of a successful induction. Principals and other Site Administrators, when assigned one or more Candidate Teachers, shall support such Teachers by encouraging their active participation in Induction and monitoring such participation.

**6.2.2 Mentor.** Permanent classroom Teachers with Professional Clear (or equivalent) certification and with recent and substantial experience in classroom instruction are eligible to be Mentors. The District shall select Mentors from among applicants who have demonstrated exemplary teaching ability, as indicated by (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. Mentors shall be provided professional development that includes the development of knowledge and skills needed to identify and respond to Candidate Teacher

needs and the development of a collegial community that engages program participants.

**6.2.3 Candidate Teacher Support.** Each Candidate Teacher shall be supported by their assigned Mentor and focused on growth of the California Standards for the Teaching Profession (CSTP) standards.

**6.2.4 San Diego County Office of Education Teacher California Induction Program.** The District contracts with the San Diego County Office of Education (SDCOE) to provide the Teacher Induction Program. The SDCOE Teacher Induction Program is a California State-led program in conjunction with the California Department of Education and the Commission on Teacher Credentialing.

### **6.3 Program Responsibilities**

The California Teacher Induction Program, in conjunction with the SDCOE, 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 Mentor provides intensive individualized support and assistance to each participating Candidate 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.
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 Candidate Teacher and is based on an ongoing reflection of the development of the Candidate Teacher.

### **6.4 Mentor Selection**

The District shall advertise at each site Mentor vacancies. Such posting shall include the criteria described in Section 6.2, Mentor, 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. Bargaining Unit Members meeting the eligibility requirements specified above must submit an application to the District's Human Resources Department in order to be considered for an appointment as a Mentor. 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 Mentor Term and Restrictions.** The term for Mentors shall be two (2) years. In the event a Mentor position becomes vacant mid-term, the vacancy shall be posted pursuant to Section 6.4, above, at the site of the vacancy. A Mentor 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 Mentor may be extended in circumstances where in the Mentor is actively working with a Candidate Teacher and the extension is for the purpose of completing the Induction process of the Candidate Teacher.
- 6.6 Mentor Compensation.** Mentors assigned to provide support to one or more Candidate Teachers shall receive an annual stipend of one thousand dollars (\$1,000.00) for each assigned Candidate Teacher. Mentors shall be released from their regular classroom responsibilities with no loss of pay or benefits when fulfilling their Mentor responsibilities during normal school days. With the Mentor's consent, the District has the discretion to determine the maximum number of Candidate Teachers assigned to each Mentor.

## **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 Members 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 Bargaining Unit Members to their immediate supervisor. Bargaining Unit Members 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** Bargaining 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** A Bargaining Unit Member 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 Bargaining Unit Member is rendering service.

**7.5 Liability Protection.** The Governing Board shall indemnify the Bargaining Unit Members of the District for personal civil liability arising from litigation caused by negligible act or omission of the Bargaining Unit Member 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 a Bargaining Unit Member from one school site to another, but within the same position classification.
- 8.1.2** A transfer may be Bargaining Unit Member-initiated (voluntary transfer) or District-initiated (involuntary transfer).
- 8.1.3** No Bargaining Unit Member 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 Bargaining Unit Member 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** Bargaining 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 Bargaining Unit Member'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 Bargaining Unit Member;
- 8.2.1.6** The contribution that the Bargaining Unit Member can make in the new assignment;
- 8.2.1.7** The District's ability to adequately replace the Bargaining Unit Member 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 Members who have timely submitted transfer requests shall be provided a list of all Bargaining Unit Members requesting transfer consideration and known bargaining unit vacancies by e-mail. Such Bargaining 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 Bargaining 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 Bargaining Unit Member 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 Bargaining Unit Member's current assignment or the Bargaining 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 Bargaining 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 voluntary transfer, the least senior Bargaining Unit Member serving in the identified education level, subject area and/or program shall be transferred.
- 8.3.1.4 Rights of Bargaining Unit Members Involuntarily Transferred.** The Bargaining Unit Member being transferred shall have the right to indicate a preference from within a list of appropriate vacancies. The Bargaining Unit Member 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 Bargaining 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 Bargaining Unit Member noticed of administrative transfer, and his/her Association Representative, prior to the effective date of the transfer. The Principal shall advise the Bargaining 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 Bargaining Unit Member.
- 8.3.2.4 Appeal.** The Bargaining 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 Bargaining Unit Member and his/her Association Representative within ten (10) working days of the receipt of the Bargaining Unit Member'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 Bargaining Unit Member 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** Bargaining Unit Members will be allowed two (2) days for on-site moves.

**8.5.2** Bargaining Unit Members will be allowed three (3) days for site-to-site moves.

**8.5.3** Bargaining Unit Members 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 Bargaining Unit Member 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, a Bargaining Unit Member 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.
- 9.1.6** If a unit member uses flex time the unit member must be present at least 15 minutes before the start of the student bell schedule and 15 minutes after the end of the student bell schedule. Other key terms to include but are not limited to the following:
- Applicable only to unit members that have contract hours that continue after students have been dismissed.
  - Arrangements subject to pre-approval by the site leader, flex time arrangements may be revoked by site leader.
  - Flex time may not interfere with a unit member's professional duties (before or after school), including but not limited to attending IEP meetings on a given day, or attending unit member's rotational after-school dismissal duty if applicable.
  - If a unit member's contract hours match the instructional bell schedule, there is no flex time.

- 9.2** In addition to the requirement of school based services described above, a Bargaining Unit Member shall perform co-curricular, adjunct duties as may be reasonably assigned by the Bargaining Unit Member 's Administrator.

ELAC/DELAC and School Site Council shall be compensated at the Program Support Personnel hourly rate 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 Bargaining Unit Member is assigned to take a class in the absence of a qualified substitute during the Bargaining Unit Member's preparation period, the Bargaining Unit Member 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.

**9.3.2** At the Elementary School, if a Bargaining Unit Member is assigned to take students from another class for more than thirty (30) minutes in the absence of a qualified substitute during the school day, the Bargaining Unit Member(s) shall receive the highest substitute pay rate. Minimum pay shall be computed in not less than half-day increments. If the assignment involves two or more Bargaining Unit Members, that highest substitute's pay shall be divided and distributed evenly between the Bargaining Unit Members.

**9.4** At the Junior High/Middle School level, site Administrators shall consult with Teachers prior to assigning said Teachers to more than three (3) subject matter preparations, giving good faith consideration to the Teachers' 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 and teachers, subject to completion of site checkout procedures.

**9.5.2** For a school with an 8th grade promotion, said day shall be a minimum school day for 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students and a minimum workday for 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade teachers at said school.

**9.6** At Potter Jr. High, there shall be three (3) minimum student days and one (1) shortened student day for fall trimester parent-teacher conferences. Parent teacher conferences in the spring trimester shall be held on an as-needed basis over two (2) minimum student days.

All other District school sites shall be provided with four (4) minimum student days for fall trimester parent-teacher conferences. Parent teacher conferences in the spring trimester 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 utilize a minimum day schedule.

Open House and Back to School Night shall not be scheduled on Wednesdays.

**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 thirteen (13) 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 Bargaining Unit Members to participate in professional development activities which shall conclude within thirty (30) minutes of the contractual day three (3) 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. Bargaining Unit Members shall be notified no less than two (2) weeks prior to scheduled professional development.
- 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 thirteen (13) Shortened Wednesdays and Bargaining 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 Bargaining 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:
  - i. Standards based instruction
  - ii. Data analysis and assessment
  - iii. Effective instructional practices
  - iv. Intervention and extension
- e. Up to six (6) of the Bargaining Unit Member directed days shall be used for progress reports or report cards and shall be the Wednesday prior to the due date.

## **9.9 Non-Student Contractual Days Beginning of School Year**

The District and FETA agree that the three (3) non-instructional days at the beginning of the school year should primarily be devoted to teacher preparation of classrooms and instructional materials, which directly benefits students, employees and the District. Absent emergency conditions, not more than four (4) hours shall be reserved for meetings directed by administration (site-level or district-level) during these three (3) non-instructional days. In addition, during the three (3) non-instructional days, unit members shall attend and participate in a forty-five (45) minute parent/student/teacher meet and greet and the District's back-to-school gathering/program. The remainder of the work hours shall be used by teachers, at their discretion, to prepare their rooms or materials for instruction.

## **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. Effective July 1, 2022, the salary schedules contained in Appendix A, including Masters, Doctorate and Lead Teacher stipends, shall be increased by 7%. In addition, a one percent (1%) one-time, off-schedule payment shall be provided to unit members employed by the District as of the date of this Tentative Agreement is approved by the Governing Board. The one percent (1%) payment shall be prorated for unit members hired after October 1, 2022.
- 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** 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 (10<sup>th</sup>) step of the salary schedule. Bargaining 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** Bargaining 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** Bargaining Unit Members must notify the District in writing prior to May 15, on a form provided by the District, if the Bargaining Unit Member plans to complete units to move to a new salary schedule column for the next school year.
- 11.3.5** Bargaining 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 shall be paid the Program Support Personnel rate (Article 14.1.7).
- 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.** The hourly and daily pay will be determined at the Program Support Personnel rate (Article 14.1.7).
- 11.4.4** **Instructional or Hourly Co-Curricular Programs.**
  - 11.4.4.1** Participation beyond the regular work day/work year shall be voluntary, and effective July 1, 2020 Bargaining Unit Members shall be considered first. Compensation will be paid at the Program Support Personnel Rate detailed in Article 14.1.7 and Article 14.4.4.2.
  - 11.4.4.2** Bargaining 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** Bargaining Unit Members performing co-curricular work beyond the regular day/year shall be paid the Program Support Personnel rate (Article 14.1.7).
  - 11.4.4.4** The hourly rate for paid participation in professional development activities shall be paid the Program Support Personnel rate (Article 14.1.7).
  - 11.4.4.5** Bargaining 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 and District Psychologists earning National Board Certification, Nationally Certified School Psychologist, and/or Board Certified Behavior Analyst 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**

At least 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) Kaiser HMO, (2) SIMNSA HMO, (3) United HealthCare (UHC) Performance HMO Network 1, (4) UHC Performance HMO Network 2, (5) UHC Signature Value Alliance \$1200 HMO, (6) UHC Journey Harmony HMO, (7) UHC Alliance \$20/\$30 HMO, (8) UHC Harmony HMO, and (9) UHC CA Select Plus PPO 80/50 SD. See Appendix B for complete descriptions of available plans.

Effective January 1, 2023, the current negotiated cap (District Contribution) for health benefits is \$750.27 for Employee Only, \$1,421.12 for Employees with One Enrolled Dependent, and \$1,975.90 for Employee & Family (on a tenths basis).

- 11.5.1.1** Bargaining Unit Members 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 Bargaining Unit Member.
- 11.5.1.4** In addition, the Bargaining Unit Member may request additional deductions for payment to Credit Unions, Board approved Insurance Companies and Tax Sheltered Annuities, Professional Organizations, and the United Fund.
- 11.5.1.5** Bargaining Unit Members will be entitled to fringe benefits beginning on the first day of the month following their dates-of-hire and ending on the last calendar day of the month of their termination. However, Bargaining Unit Members whose premiums and applicable employee contributions have been



payroll deducted through the end of the work year will be entitled to insurance coverage through June 30 of the same year.

**11.6 Frequency of Payments.** Subject to approval of the San Diego County Department of Education, Bargaining 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 Bargaining Unit Members 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 Bargaining Unit Members hired prior to January 1, 2008, in the following manner: the Fallbrook Union Elementary School District will provide retired Bargaining Unit Members 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 Bargaining Unit Member must retire from the Fallbrook Union Elementary School District. Not eligible if Bargaining Unit Member leaves for reasons other than retirement.

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

(3) Premiums:

<b>Yrs. of Service with FUESD just prior to RETIREMENT</b>	<b>% of Premium for Employee only to be Paid by FUESD</b>
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 Bargaining Unit Member
  - 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** Bargaining Unit Members 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 Bargaining Unit Members 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 Bargaining Unit Member's premium as the District pays for its active Bargaining Unit Members. 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.** Bargaining Unit Members 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** Bargaining 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 trimester, at the District's sole discretion, if the Principal/ Supervisor determines that the job sharing is not in the best interest of students. A Bargaining Unit Member in a job sharing plan at the end of the first trimester termination by the District shall be offered an appropriate full-time position.
- 12.4** Bargaining Unit Members occupying job shares shall be required to provide the complete range of adjunct duties required of Bargaining Unit Members, and the normal conference period availability provided by Bargaining Unit Members.
- 12.5** Bargaining Unit Members occupying a job share 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** Bargaining 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 Bargaining Unit Member 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 the 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 Bargaining Unit Members.
- 13.2** The District and Association agree that all Education Code procedural requirements and provisions for layoff of Bargaining Unit Members shall be observed if the District determines that reductions-in-force are necessary.
- 13.3** For the purpose of prioritizing those Bargaining Unit Members 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 Bargaining 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) Bargaining 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 Bargaining Unit Member.
- 13.5.1** The former Bargaining 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 Bargaining 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 Bargaining Unit Member. These former Bargaining Unit Members shall be called for substitute service after the former Bargaining Unit Members 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 Bargaining Unit Member 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 Bargaining Unit Member(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 Bargaining Unit Member.
- 13.8.2** When the employment opportunity is for one (1) trimester or more, "reasonable effort" shall mean the sending of a registered letter of notification to the last known address of the former Bargaining Unit Member.
- 13.9** Bargaining Unit Members 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 Bargaining Unit 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 5 of the Certificated Salary Schedule by annual number of work days for Bargaining Unit Members and that quotient divided by seven (rounded up to the next highest dollar).

#### **ARTICLE 15. Savings Provision**

If any provisions of this Agreement should be held invalid or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. In such event, the District and the Association shall, upon written request of either party, commence negotiations within thirty (30) calendar days regarding the means of compliance with such law or decision.

#### **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 Bargaining Unit Members to do so. In the event of a strike, work stoppage, slow-down of the operations of the District by Bargaining Unit Member who are represented by the Association, the Association and the District agree to advise and direct those Bargaining Unit Members to cease such action. It is agreed and understood that any Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining 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 a Bargaining Unit Member 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) Bargaining Unit Members 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 Bargaining Unit Member holding elective office to the Superintendent or designee 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 or designee, 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 Bargaining Unit Member.
  - 19.6.1.9** A Bargaining Unit Member 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 Bargaining Unit Members.

- 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 November 9, 2022.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
**Brian Morris**  
**Assistant Superintendent**  
**FUESD**

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
**Dale Leonard**  
**Vice President**  
**FETA**

  
\_\_\_\_\_  
**Ken Ostroske**  
**Bargaining Chair**  
**FETA**



# APPENDIX A

## FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - 183 DAYS

2022-23

7.0 % Increase, Effective 07/01/2022

	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	\$59,131	\$59,136	\$61,643	\$64,719	\$67,794	\$70,871
2	\$59,136	\$61,643	\$64,719	\$67,794	\$70,871	\$73,949
3	\$61,643	\$64,719	\$67,794	\$70,871	\$73,949	\$77,027
4	\$64,719	\$67,794	\$70,871	\$73,949	\$77,027	\$80,112
5	\$67,794	\$70,871	\$73,949	\$77,027	\$80,112	\$83,190
6	\$70,871	\$73,949	\$77,027	\$80,112	\$83,190	\$86,260
7	\$73,949	\$77,027	\$80,112	\$83,190	\$86,260	\$89,344
8	\$77,027	\$80,112	\$83,190	\$86,260	\$89,344	\$92,424
9	\$80,112	\$83,190	\$86,260	\$89,344	\$92,424	\$95,503
10	\$83,190	\$86,260	\$89,344	\$92,424	\$95,503	\$98,581
11	\$86,260	\$89,344	\$92,424	\$95,503	\$98,581	\$101,659
12	\$89,344	\$92,424	\$95,503	\$98,581	\$101,659	\$104,748
13	\$92,424	\$95,503	\$98,581	\$101,659	\$104,748	\$107,819
14 - 16	\$95,503	\$98,581	\$101,659	\$104,748	\$107,819	\$110,903
17-19	\$98,581	\$101,659	\$104,748	\$107,819	\$110,903	\$113,974
20-22	\$101,659	\$104,748	\$107,819	\$110,903	\$113,974	\$117,053
23-25	\$104,748	\$107,819	\$110,903	\$113,974	\$117,053	\$120,132
26+	\$107,819	\$110,903	\$113,974	\$117,053	\$120,132	\$123,205

**Intern Starting salary** \$50,261

\* Intern Salary 85% of Step A1

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

Master's Degree \$2,210

Doctorate \$2,210

Lead Teacher \$2,586

\*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

11/18/22

Revised

12/27/22

# APPENDIX A

## FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - 195 DAYS

2022-23

7.0 % Increase, Effective 07/01/2022

	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	\$63,008	\$63,014	\$65,686	\$68,964	\$72,240	\$75,518
2	\$63,014	\$65,686	\$68,964	\$72,240	\$75,518	\$78,798
3	\$65,686	\$68,964	\$72,240	\$75,518	\$78,798	\$82,077
4	\$68,964	\$72,240	\$75,518	\$78,798	\$82,077	\$85,365
5	\$72,240	\$75,518	\$78,798	\$82,077	\$85,365	\$88,645
6	\$75,518	\$78,798	\$82,077	\$85,365	\$88,645	\$91,917
7	\$78,798	\$82,077	\$85,365	\$88,645	\$91,917	\$95,203
8	\$82,077	\$85,365	\$88,645	\$91,917	\$95,203	\$98,485
9	\$85,365	\$88,645	\$91,917	\$95,203	\$98,485	\$101,765
10	\$88,645	\$91,917	\$95,203	\$98,485	\$101,765	\$105,045
11	\$91,917	\$95,203	\$98,485	\$101,765	\$105,045	\$108,324
12	\$95,203	\$98,485	\$101,765	\$105,045	\$108,324	\$111,616
13	\$98,485	\$101,765	\$105,045	\$108,324	\$111,616	\$114,888
14 - 16	\$101,765	\$105,045	\$108,324	\$111,616	\$114,888	\$118,176
17 - 19	\$105,045	\$108,324	\$111,616	\$114,888	\$118,176	\$121,448
20 - 22	\$108,324	\$111,616	\$114,888	\$118,176	\$121,448	\$124,728
23 - 25	\$111,616	\$114,888	\$118,176	\$121,448	\$124,728	\$128,010
26+	\$114,888	\$118,176	\$121,448	\$124,728	\$128,010	\$131,284

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

Master's Degree \$2,210

Doctorate \$2,210

Lead Teacher \$2,586

\*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

11/18/22

Revised

12/27/22

## APPENDIX A

### FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT PSYCHOLOGIST/SPEECH THERAPIST & BEHAVIOR SPECIALIST SALARY SCHEDULE - 187 DAYS

**2022-23**

7% Increase, Effective July 1, 2022

12 Pay Schedule

		Without M.A.	M.A.	BA plus 84 with M.A.
		A	B	C
Step	1	\$86,260	\$89,344	\$92,424
Step	2	\$89,344	\$92,424	\$95,503
Step	3	\$92,424	\$95,503	\$98,581
Step	4	\$95,503	\$98,581	\$101,659
Step	5	\$98,581	\$101,659	\$104,748
Step	6	\$101,659	\$104,748	\$107,819
Step	7	\$104,748	\$107,819	\$110,903
Step	8	\$107,819	\$110,903	\$113,974
Step	9	\$110,903	\$113,974	\$117,053
Step	10	\$113,974	\$117,053	\$120,132
Step	11	\$117,053	\$120,132	\$123,205

Master's Degree \$2,210

Doctorate \$2,210

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

11/18/22

Revised

12/27/22

## APPENDIX A

### FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT NURSE SALARY SCHEDULE - 195 DAYS 2022-23

Effective July 1, 2022 With 7%  
12 Pay Schedule

		Without M.A.	M.A.	BA plus 84 with M.A.
		A	B	C
Step	1	\$86,260	\$89,344	\$92,424
Step	2	\$89,344	\$92,424	\$95,503
Step	3	\$92,424	\$95,503	\$98,581
Step	4	\$95,503	\$98,581	\$101,659
Step	5	\$98,581	\$101,659	\$104,748
Step	6	\$101,659	\$104,748	\$107,819
Step	7	\$104,748	\$107,819	\$110,903
Step	8	\$107,819	\$110,903	\$113,974
Step	9	\$110,903	\$113,974	\$117,053
Step	10	\$113,974	\$117,053	\$120,132
Step	11	\$117,053	\$120,132	\$123,205

Master's Degree	\$2,210
Doctorate	\$2,210

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

11/18/22

Revised

12/27/22

## APPENDIX B



### Fallbrook Union Elementary School District

Effective Period: January 1, 2023 - December 31, 2023

Plan design changes highlighted in red

Benefit Summary	UHC Harmony HMO \$20/\$250A What You Pay	UHC Performance HMO A, Network 1, \$10/100% What You Pay	UHC Performance HMO Network 3, \$10/100% What You Pay	UHC Alliance HMO \$20/\$30/\$500A What You Pay
<b>Medical Deductible</b> (individual/family)	None	None	None	None
<b>Medical Out-of-Pocket Maximum</b> (individual/family)	\$1,500 / \$3,000	\$1,500 / \$3,000	\$1,500 / \$3,000	\$3,000 / \$6,000
<b>Health Account</b>	None	None	None	None
<b>PCP Office Visit</b>	\$20 copay	\$10 copay	\$10 copay	\$20 copay
<b>Specialist Office Visit</b>	\$20 copay	\$10 copay	\$10 copay	\$30 copay
<b>Preventive Care</b>	No charge	No charge	No charge	No charge
<b>Inpatient Hospital Care</b>	\$250 admit copay	No charge	No charge	\$500 admit copay
<b>Mental Health Services</b> (outpatient/inpatient)	\$20 copay / \$250 admit copay	\$10 copay / No charge	\$10 copay / No charge	\$20 copay / \$500 admit copay
<b>Substance Abuse Services</b> (outpatient/inpatient)	No charge	No charge	No charge	No charge
<b>Outpatient Diagnostic Laboratory and Radiology</b> (standard procedures)	No charge	No charge	No charge	No charge
<b>Complex Radiology</b> (PET & MRI)	\$100 copay	No charge	No charge	\$200 copay
<b>Outpatient Surgery</b>	No charge	No charge	No charge	\$250 copay
<b>Outpatient Physical/Rehabilitation Therapy</b> (Office Visit)	\$20 copay	\$10 copay	\$10 copay	\$20 copay
<b>Chiropractic and Acupuncture Services*</b>	\$20 copay	\$10 copay	\$10 copay	\$20 copay
<b>Urgent Care</b> (Office Visit only)	\$20 copay	\$10 copay	\$10 copay	\$20 copay
<b>Emergency Room</b> (Copay waived if admitted)	\$150 copay	\$100 copay	\$100 copay	\$150 copay
<b>Rx Deductible</b> (individual/family)	None	None	None	None
<b>Rx Out-of-Pocket Maximum</b> (individual/family)	\$3,000 / \$6,000	\$3,000 / \$6,000	\$1,600 / \$3,200	\$1,600 / \$3,200
<b>Rx Formulary List</b>	National Preferred	National Preferred	National Preferred	National Preferred
<b>Rx Pharmacy Network</b>	Express Advantage Network**	Express Advantage Network**	Express Advantage Network**	Express Advantage Network**
<b>Short-Term Prescription Drugs***</b> (up to 30-day supply)	\$10 Generic \$25 PB 50% \$40 min \$175 max NPB	\$5 Generic \$25 PB 50% \$40 min \$175 max NPB	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB
<b>Long-Term Prescription Drugs***</b> (up to 90-day supply)	\$20 Generic \$50 PB 50% \$80 min \$350 max NPB	\$10 Generic \$50 PB 50% \$80 min \$350 max NPB	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB
<b>Available Medical Groups</b>	Sharp Community Medical Group, Sharp Rees-Stealy Medical Group, UC San Diego Medical Group	Optum Care (Formerly Primary Care Associates), Rady Children's Health Network, Sharp Community Medical Group, SCMG - Arch Health Partners, Sharp Rees-Stealy Medical Group	Rady Children's Health Network, Scripps Clinic, Scripps Coastal Medical Center	Optum Care (Formerly Primary Care Associates), Rady Children's Health Network, Scripps Clinic, Scripps Coastal, Scripps Physician MG, UC San Diego Medical Group

Infertility services are excluded/not covered under non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policies for details.

\*Chiropractic services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth. This also applies to Acupuncture services if elected by your employer, as it is optional.

\*\*Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Ralphs, Kmart, Vons, Haggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit [www.Express-scripts.com](http://www.Express-scripts.com) for a complete list of EAN pharmacies.

\*\*Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

\*\*You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

\*\*Copays waived for preferred generic hypertension, hypoglycemic, and **cholesterol medications** purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

\*\*\*G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

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## APPENDIX B



### Fallbrook Union Elementary School District

Effective Period: January 1, 2023 - December 31, 2023

Plan design changes highlighted in red

Benefit Summary	UHC Alliance HMO \$1,200 HRA  What You Pay	UHC Harmony HMO Journey  What You Pay	SIMNSA HMO \$5; Rx: \$5 30-day  What You Pay	Kaiser HMO \$10, Rx: \$10 / \$10 100-day  What You Pay
<b>Medical Deductible</b> (individual/family)	\$2,000 / \$2,000	\$2,000 / \$4,000	None	None
<b>Medical Out-of-Pocket Maximum</b> (individual/family)	\$3,000 / \$6,000	\$3,500 / \$7,000	\$6,350 / \$12,700	\$1,500 / \$3,000
<b>Health Account</b>	OptumBank HRA \$1,200	HealthInvest HRA \$1,000 / \$1,600 / \$2,200	None	None
<b>PCP Office Visit</b>	\$35 copay	\$25 copay	\$5 copay	\$10 copay
<b>Specialist Office Visit</b>	\$50 copay	\$40 copay	\$5 copay	\$10 copay
<b>Preventive Care</b>	No charge	No charge	No charge	No charge
<b>Inpatient Hospital Care</b>	20% coinsurance (after deductible)	20% coinsurance (after deductible)	No charge	No charge
<b>Mental Health Services</b> (outpatient/inpatient)	\$40 copay / 20% coinsurance (after deductible)	\$25 copay / 20% coinsurance (after deductible)	\$5 copay / No charge	\$10 copay / No charge
<b>Substance Abuse Services</b> (outpatient/inpatient)	No charge	No charge	\$5 copay / No charge	\$10 copay / No charge
<b>Outpatient Diagnostic Laboratory and Radiology</b> (standard procedures)	No charge	No charge	No charge	No charge
<b>Complex Radiology</b> (PET & MRI)	20% coinsurance (after deductible)	\$100 copay	No charge	No charge
<b>Outpatient Surgery</b>	20% coinsurance (after deductible)	20% coinsurance (after deductible)	No charge	\$10 copay
<b>Outpatient Physical/Rehabilitation Therapy</b> (Office Visit)	\$35 copay	\$25 copay	\$10 copay	\$10 copay
<b>Chiropractic and Acupuncture Services*</b>	\$30 copay	\$30 copay	Not covered	\$10 copay
<b>Urgent Care</b> (Office Visit only)	\$35 copay	\$25 copay	\$25 copay	\$10 copay
<b>Emergency Room</b> (Copay waived if admitted)	\$300 copay (after deductible)	20% coinsurance (after deductible)	\$250 copay (U.S. or out of plan area)	\$50 copay
<b>Rx Deductible</b> (individual/family)	None	None	None	None
<b>Rx Out-of-Pocket Maximum</b> (individual/family)	\$1,600 / \$3,200	\$3,000 / \$6,000	N/A	N/A
<b>Rx Formulary List</b>	National Preferred	National Preferred	SIMNSA	Kaiser
<b>Rx Pharmacy Network</b>	Express Advantage Network**	Express Advantage Network**	SIMNSA	Kaiser
<b>Short-Term Prescription Drugs***</b> (up to 30-day supply)	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	\$5 copay	G / B: \$10 copay (up to a 100-day supply)
<b>Long-Term Prescription Drugs***</b> (up to 90-day supply)	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	Not available	G / B: \$10 copay (up to a 100-day supply)
<b>Available Medical Groups</b>	Optum Care (Formerly Primary Care Associates), Rady Children's Health Network, Scripps Clinic, Scripps Coastal, Scripps Physician MG, UC San Diego Medical Group	Sharp Community Medical Group, Sharp Rees-Stealy Medical Group, UC San Diego Medical Group	SIMNSA	Kaiser

Infertility services are excluded/not covered under non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policies for details.

\*Chiropractic services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth. This also applies to Acupuncture services if elected by your employer, as it is optional.

\*\*Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Ralphs, Kmart, Vons, Haggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit [www.Express-scripts.com](http://www.Express-scripts.com) for a complete list of EAN pharmacies.

\*\*Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

\*\*You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

\*\*Copays waived for preferred generic hypertension, hypoglycemic, and **cholesterol medications** purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

\*\*\*G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

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## APPENDIX B



### Fallbrook Union Elementary School District

Effective Period: January 1, 2023 - December 31, 2023

Plan design changes highlighted in red

Benefit Summary	UMR NexusACO PPO - No HRA	
	In Network What You Pay	Out of Network What You Pay
<b>Medical Deductible</b> (individual/family)	\$2,000 / \$4,000	\$2,000 / \$4,000
<b>Medical Out-of-Pocket Maximum</b> (individual/family)	\$5,000 / \$10,000	\$5,000 / \$10,000
<b>Health Account</b>	None	
<b>PCP Office Visit</b>	Tier 1 Physician: \$30 copay Tier 2 Physician: 20% coinsurance (after deductible)	50% coinsurance (after deductible)
<b>Specialist Office Visit</b>	Tier 1 Physician: \$50 copay Tier 2 Physician: 20% coinsurance (after deductible)	50% coinsurance (after deductible)
<b>Preventive Care</b>	No charge	No coverage for non-network services
<b>Inpatient Hospital Care</b>	20% coinsurance (after deductible)	50% coinsurance with Prior Authorization (after deductible)
<b>Mental Health Services</b> (outpatient/inpatient)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)
<b>Substance Abuse Services</b> (outpatient/inpatient)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)
<b>Outpatient Diagnostic Laboratory and Radiology</b> (standard procedures) <i>Freestanding Facility or Physician Office OR</i>	No charge	50% coinsurance (after deductible)
<i>Hospital-based Lab or Radiology</i>	20% coinsurance (deductible does not apply)	
<b>Complex Radiology</b> (PET & MRI) <i>Freestanding Facility or Physician Office OR</i>	20% coinsurance (after deductible)	50% coinsurance (after deductible)
<i>Hospital-based Complex Radiology</i>	20% coinsurance (after deductible)	
<b>Outpatient Surgery</b> <i>Ambulatory Surgery Center or Physician's Office</i>	20% coinsurance (after deductible)	50% coinsurance with Prior Authorization (after deductible)
<i>Outpatient Hospital-based Surgical Center</i>	20% coinsurance (after deductible) and \$100 copayment	
<b>Outpatient Physical/Rehabilitation Therapy</b> (Office Visit)	\$30 copay	50% coinsurance (after deductible)
<b>Chiropractic and Acupuncture Services*</b>	\$30 copay	50% coinsurance (after deductible)
<b>Urgent Care</b> (Office Visit only)	\$50 copay	50% coinsurance (after deductible)
<b>Emergency Room</b> (Copay waived if admitted)	\$100 copay	\$100 copay
<b>Rx Deductible</b> (individual/family)	None	
<b>Rx Out-of-Pocket Maximum</b> (individual/family)	\$1,600 / \$3,200	
<b>Rx Formulary List</b>	National Preferred	
<b>Rx Pharmacy Network</b>	Express Advantage Network**	
<b>Short-Term Prescription Drugs***</b> (up to 30-day supply)	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	Retail: with submission of a paper claim, member will be reimbursed at the rate the Plan would have paid had the member used an in-network pharmacy less the member's copay.
<b>Long-Term Prescription Drugs***</b> (up to 90-day supply)	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	No coverage for non-network pharmacy
<b>Available Medical Groups</b>	Check <a href="http://umr.com">umr.com</a> to find Tier 1 physicians near you	All others

Infertility services are excluded/not covered under PPO plans, please see your policy for details.

\*Chiropractic and Acupuncture services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from UMR.

\*\*Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Ralphs, Kmart, Vons, Haggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit [www.Express-scripts.com](http://www.Express-scripts.com) for a complete list of EAN pharmacies.

\*\*\*Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

\*\*You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

\*\*Copays waived for preferred generic hypertension, hypoglycemic, and **cholesterol medications** purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

\*\*\*G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

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**YOUR VSP VISION BENEFITS SUMMARY****APPENDIX C****PROVIDER NETWORK:**

VSP Signature

**EFFECTIVE DATE:**

10/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>YOUR COVERAGE WITH A VSP PROVIDER</b>			
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$10	Every 12 months
<b>PRESCRIPTION GLASSES</b>			
<b>FRAME</b>	<ul style="list-style-type: none"> <li>\$130 allowance for a wide selection of frames</li> <li>\$150 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$70 Costco® frame allowance</li> </ul>	\$0	Every 12 months
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	\$0	Every 12 months
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> </ul>	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$130 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> </ul>	\$0	Every 12 months
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>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.</li> </ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>		

**YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS**

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to [vsp.com](http://vsp.com) to check your benefits for eligibility and to confirm in-network locations based on your plan type. 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. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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## APPENDIX D

**Plan Benefit Highlights for:** Fallbrook Union Elementary School District  
(Active, Retiree & COBRA)

**Group No:** 07128 – 08018, 08020 & 08021

**Effective Date:** 1/1/2023

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%.

<b>Eligibility</b>	For eligibility details, refer to the plan's Evidence/Certificate of Coverage (on file with your benefits administrator, plan sponsor or employer).			
<b>Deductibles</b>	None			
<b>Maximums</b>	\$2,500 per person each calendar year			
D & P counts toward maximum?	Yes			
<b>Waiting Period(s)</b>	Basic Services None	Major Services None	Prosthodontics None	Orthodontics None

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-Delta Dental PPO dentists**</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, (4) cleanings and x-rays	70 - 100 %	70 - 100 %
<b>Basic Services</b> Fillings, posterior composites and sealants	70 - 100 %	70 - 100 %
<b>Endodontics</b> (root canals) Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Oral Surgery</b> Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	70 - 100 %	70 - 100 %
<b>Prosthodontics</b> Bridges, dentures and implants	60 %	50 %
<b>Orthodontic Benefits</b> Adults and dependent children	50 %	50 %
<b>Orthodontic Maximums</b>	\$2,000 Lifetime	\$2,000 Lifetime
<b>Night Guard Benefits</b>	100 %	100 %
<b>Night Guard Maximums</b>	\$500 Lifetime	\$500 Lifetime

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan.

Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

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

**Delta Dental of California**  
560 Mission St., Suite 1300  
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.

HLT\_PPO\_2COL\_DDC (Rev. 11/30/2022)

DELTA DENTAL PPO<sup>SM</sup>

BENEFIT HIGHLIGHTS

## 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](http://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

### 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.



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### Questions?

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

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Physical Health of California

T 800.428.6337 | [www.myoptumhealthphysicalhealthofca.com](http://www.myoptumhealthphysicalhealthofca.com)

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

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## Appendix F

FETA: 03-13-1996

### SABBATICAL LEAVE

- F.1** The number of Teachers on leave during any one trimester be limited to two percent (2%) of the Bargaining 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.
- F.2 Purpose of Program.** Bargaining Unit Members 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 Bargaining Unit Member toward assuming responsibilities for staff in-service training following the completion of said leave.
- F.3** The Bargaining Unit Member 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 Bargaining Unit Member will be allowed to resume the current Sabbatical within a year.
- F.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.
- F.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.
- F.6** The District shall provide the Association with twenty-five (25) copies of Sabbatical Leave Application Forms.
- F.7** The Bargaining Unit Member 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 Bargaining Unit Member.
- F.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.
- F.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**

- G.1** During the term of such leave of absence, the Bargaining Unit Member 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.
- G.2** Such absence shall not effect in any way the classification of such Bargaining Unit Member.
- G.3** Within six (6) months after the term of office of such Bargaining Unit Member 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.
- G.4** Notwithstanding any provision of this code to the contrary, a person employed to take the place of any such Bargaining Unit Member shall not have any right to such position following the return of such Bargaining Unit Member to the position.
- G.5** Bargaining Unit Members 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 Bargaining Unit Member 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.

## Appendix H

FETA: 03-13-1996

### FAMILY CARE AND MEDICAL LEAVE

**H.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.

**H.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.

**H.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 Associate Superintendent, Human Resources. 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.

**H.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.

**H.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)**

- H.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.
- H.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.
- H.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.
- H.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.
- H.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.
- H.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.
- H.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**

#### **I.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

#### **I.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

#### **I.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

#### **I.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

**I.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

**I.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