

F-SUTA
CONTRACT

July 1, 2016 – June 30, 2019

FAIRFIELD SUISUN UNIFIED TEACHERS ASSOCIATION

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FAIRFIELD-SUISUN UNIFIED TEACHERS ASSOCIATION

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

CONTRACT

July 1, 2016- June 30, 2019

ARTICLE 1 - RECOGNITION

- 1.1 The Fairfield-Suisun Unified School District’s Governing Board, hereinafter referred to as the “Board,” recognizes the Fairfield-Suisun Unified Teachers Association/CTA/NEA, hereinafter referred to as the “Association,” as the sole and exclusive bargaining agent for all certificated employees excluding designated management employees, school psychologists, and per diem substitute employees. Temporary employees are covered by this agreement only when they achieve temporary status. Article 18 - Assignment and Transfer, Article 23.5 - Sabbatical Leave, Article 23.6 - Parental Leave, Article 23.10 - Advanced Study Leave, Article 23.11 - Personal Leave, Article 24 - Reduced Teaching Service Option, Article 25 - Early Retirement Plan, Article 26 - Part-Time Contracts, and Article 27 - Job Sharing do not apply to temporary employees.
- 1.2 The Association, in turn, recognizes the Board, or designated representative, as the duly elected representatives of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.
- 1.3 New classifications created or positions added to classifications shall be subject to negotiation between the Board and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the PERB and shall not be subject to the grievance procedure contained in the contract.

ARTICLE 2 - DURATION

- 2.1 This contract shall become effective July 1, 2016 and continue in effect through June 30, 2019.

ARTICLE 3 - CONTRACT

- 3.1 This contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- 3.2 Each party to this contract may open any article at any time by mutual agreement by both parties.

- 3.3 This agreement shall constitute the full and complete commitment between the parties and shall remain in force for the period of July 1, 2014 to June 30, 2016.

ARTICLE 4 - NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 The Association shall submit its proposal for a successor agreement by the first regular Board meeting in March 2019.
- 4.2 The Board shall make public its response by the first meeting in April 2019. Negotiations of the successor agreement will commence within ten (10) days after the Board's public response.

ARTICLE 5 - NO DISCRIMINATION OR RETALIATION

- 5.1 Neither the District nor the Association shall discriminate against any employee based on his or her race, color, national origin, religion, sex, sexual orientation, age, disability, marital status, political affiliation, membership in or participation in an employee organization, union affiliation, or exercise of rights contained in this Agreement or rights guaranteed by the EERA. Further, neither the District nor the Association will retaliate against, discipline or take any adverse action against any employee for participating in or deciding to not participate in concerted activities protected by the EERA.
- 5.2 Alleged violations of this Article will be subject to the grievance procedure (including binding arbitration) of the Collective Bargaining Agreement.

ARTICLE 6 - ORGANIZATIONAL SECURITY

- 6.1 The District shall withhold from the salary of each member of F-SUTA the dues in the Association (which shall include the dues in CTA and NEA, and the total of which shall be reported to the Assistant Superintendent/Human Resources by August 15 of each year) and shall transmit the funds withheld to the Association as instructed. Once a bargaining unit employee joins the Association, membership may only be discontinued during the month of September of each year covered by this agreement. Unless discontinued, the member shall remain a member for the duration of this agreement. All deductions shall be made in ten (10) equal installments for the months of September through June. The unpaid balance shall be withheld from the final warrant of members leaving the employment of the District before June 30. This District shall not deduct the dues of any other organization from the salaries of members of this unit but it shall, at the request of any member, deduct payments for insurance, eligible tax-sheltered annuities, credit unions, etc., up to ten (10) deductions.
- 6.2 Any unit member who is not a member of the Fairfield-Suisun Unified Teachers Association/CTA/NEA, or does not make application for membership within thirty (30)

days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association (local, state, national) in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 6.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

- 6.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Fairfield-Suisun Unified Teachers Association/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to (1) F-SUTA Scholarship Fund, (2) Assist-a-Grad, (3) F-SUSD Special Account. Such payment shall be made on or before October 30 of each school year.
- 6.4 Proof of payment and a written statement of objective along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Article 6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 6.2 and 6.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to who payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.
- 6.5 With respect to all sums deducted by the District pursuant to Sections 6.1, 6.2 and 6.3 above whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 6.6 Any unit member making payments as set forth in Sections 6.2 and 6.3 above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures.
- 6.7 A non-Association unit member may object to the use of any or all of the representation fee as provided in this section and applicable law. The Association shall establish procedures in accordance with the Educational Employment Relations Act, constitutional law, and Chapter 8, Sections 32992 through 32996, of the rules and regulations of the Public Employment Relations Board for (1) notification of non-Association unit members of the amount of representation fees, the basis for their calculation and the procedure for

objecting to the use of all or any part of the fee, (2) the filing of financial reports, (3) appealing the amount of the fee, and (4) the placing in escrow of any representation fees in dispute.

6.8 Hold Harmless and Indemnity Provision

- a. The Association, as defined by this agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to representation fee.
- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 6.8.a. shall be compromised, resisted, defended, tried, or appealed.
- c. The Association shall decide and determine whether any such action or proceeding referred to in Section 6.8.a. shall or shall not be compromised, resisted, defended, tried, or appealed as long as the District does not have a distinct and separate legal interest in the matter in dispute.
- d. The District shall not be entitled to be reimbursed for any fees or costs, unless Sections 6.8.b. and 6.8.c. are complied with, and shall not be entitled to such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

ARTICLE 7 - CONCERTED ACTIVITIES

By both parties reaching an agreement and signing this document, they agree to actively support implementation of the agreement.

ARTICLE 8 - DEFINITIONS

The parties agree that definitions will be within the context of the provisions of the contract in which the term is used.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definitions

- a. A “grievance” is an allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a provision of this agreement.
- b. A “grievant” is any member of the unit and/or the Association if either is adversely affected by a violation, misapplication, or misinterpretation of a provision of this agreement. In addition, the Association may present a grievance involving a specific instance involving named unit members.
- c. “Day” is any day that the contracted grievant is required to render service to the District.
- d. The “immediate supervisor” is that person having the responsibility for writing the grievant’s evaluation. When the Association is the grievant, the “immediate supervisor” in the informal level and Level I will be the Assistant Superintendent/ Human Resources or other person designated by the Superintendent.

9.2 Procedure - Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the disagreement by an informal conference with his/her immediate supervisor.

9.3 Procedure - Formal Level

- a. Level I:
 1. Within thirty (30) days after knowledge of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to his/her immediate supervisor. The grievance must be submitted on the proper grievance form or attached thereto.
 2. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this agreement that is alleged to have been violated, misinterpreted, or misapplied, the decision rendered at the informal conference, and the suggested remedy or remedies sought.
 3. The supervisor or designee shall communicate his/her decision in writing to the employee, and the F-SUTA grievance chairperson within ten (10) days after receiving the grievance.
 4. Either the grievant or the supervisor may request a personal conference within the above time limits and such request shall be honored.
- b. Level II:
 1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Director of Elementary Education

or Director of Secondary Education as appropriate according to the grievant's assignment within ten (10) days.

2. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal, and the suggested remedy or remedies sought. The grievance must be submitted on the proper grievance form or attached thereto.
3. The Director of Elementary Education or Director of Secondary Education or designee shall conduct an investigation into the allegations and shall communicate his/her decision in writing to the employee and to the Association within ten (10) days after receiving the grievance.
4. Either the grievant or the Director of Elementary Education or Director of Secondary Education or designee may request a personal conference within the above time limits and such a request shall be honored.

c. Level III:

1. In the event a grievance begins at Level III, before filing the grievance, the Association or grievant with District staff shall conduct a conference with the appropriate Cabinet level administrator to attempt to resolve or identify the disagreement. A telephone conference shall fulfill this requirement.

After notification by the Association to the Superintendent or designee, the conference will be held within ten (10) days.

2. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent or designee (Assistant Superintendent/Human Resources) within ten (10) days. The grievance must be submitted on the proper grievance form or attached thereto.
3. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal, and the suggested remedy or remedies sought.
4. The Superintendent or designee shall conduct an investigation into the allegations and shall communicate his/her decision in writing to the employee and to the Association within ten (10) days after receiving the grievance.
5. Either the grievant or the Superintendent may request a personal conference within the above time limits and such request shall be honored.

d. Level IV:

1. If the Association is not satisfied with the disposition of the grievance at Level III, it may proceed to arbitration within thirty (30) days. In such event, the Association shall so notify the Assistant Superintendent of Human Resources, or his/her designees, in writing. If the District or the

Association requests a meeting to discuss the grievance at any time prior to a scheduled arbitration hearing, that request shall be honored.

2.
 - a. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the District contends that the grievance is not arbitrable or the grievant failed to adhere to procedures herein, such referral shall be primarily to determine the arbitrability of the alleged grievance. If the arbitrator decides that he/she has jurisdiction and there is no procedural impediment, he/she shall proceed to hear the merits of the grievance.
 - b. Once the arbitrator has been selected, hearings shall commence at his/her convenience and be concluded within a reasonable time.
 - c. The appeal shall be in writing.
 - d. The arbitrator shall have available all documents relating to the grievance and any District records that would be helpful in resolving the problem.
 - e. Within thirty (30) days after the conclusion of the hearing, the arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.
 - f. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this agreement.
 - g. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties of this agreement.
3. The arbitrator shall be subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator shall also be limited to fashioning remedies only within the terms of this agreement.
 - b. The arbitrator shall have no power to establish salary structures. This limitation does not apply to a recommendation to change placement on the salary schedule.

- c. The arbitrator shall have no power to validate or invalidate the content of evaluation(s).
- d. The arbitrator shall have no power to establish or recommend any financial award except for back pay. General and punitive damages shall not be awarded in any case.
- e. Expenses incurred by the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other except witnesses who are employed by the District shall be released at no cost to the Association.
- f. No probationary employee may use the grievance procedure in any way to appeal a discharge or a decision by the District not to renew his/her contract.

9.4 Miscellaneous

- a. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.
- b. A member of this unit may be represented in the stages preceding the arbitration level of the grievance procedure by himself/herself, and at his/her option, by a representative of his/her choice. No more than three (3) members of the unit, one of whom shall be the grievant, shall receive release time to process a grievance prior to arbitration.
- c. All documents, communications, and records dealing with the process of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
- d. The limits for appeal provided in each level shall begin the day following receipt of written decision by the parties. These limits may be extended with the agreement of the parties.
- e. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be initiated at Level III. Such Level III grievances must be filed within thirty (30) days after knowledge of the occurrence of the act or omission giving rise to the grievance.
- f. Subject to the appeal of the Association, implementation of any proposed resolution of a grievance at any formal level will take place within five (5) days. If such implementation has not resolved the alleged violation, misapplication or

misrepresentation of the contract, the Association will proceed to higher levels of the grievance procedure.

ARTICLE 10 - EVALUATION

- 10.1 It is understood and agreed by the parties that the principal objective is to maintain and improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the District to assist all certificated unit members, but especially less experienced unit members in improving their professional skills. The District accepts as a fundamental premise for a successful evaluation program, the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The evaluation process and forms shall not be used as retaliation or as a substitute for discipline.
- 10.2 The evaluation of certificated unit members is based on Education Code, Sections 44660-44665 (Stull Act) and the California Standards for the Teaching Profession (CTSP). These Standards are also part of the District's Beginning Teacher Support and Assessment Induction Program and the Peer Assistance and Review Program (PAR). An important component of each of these is the understanding that all professionals grow and develop. It is, therefore, expected that all final evaluations will contain individual and personalized suggestions for continued professional development.
- 10.3 Certificated Evaluation Process using CSTP
- a. This process will be used to evaluate all certificated unit members:
 1. Permanent unit members will be evaluated once every two (2) years. Permanent unit members who receive a "Does Not Meet CSTP" or at least two "Progressing Towards CSTP" ratings on their evaluation may be evaluated in the subsequent year. The formal evaluation of a permanent unit member may be deferred to a third year by mutual agreement with their site administrator. If so, the "once-every-two-year cycle" specified in this paragraph will start over.
 2. After being in District for ten (10) years, the formal evaluation of a permanent unit member may be deferred to a five year cycle by mutual agreement with their site administrator. If so, the "once-every-five-year cycle" specified in this paragraph will start over.
 3. Probationary unit members will be evaluated at least once a year.
 4. Temporary unit members will be evaluated at least once a year.
 5. At the request of the Association, the timeline for a grievance dealing with a unit member's evaluation will continue from the end of the period of service in which the evaluation was received, until the beginning of the following period of service.

6. "Evidence" shall be the measure supporting a rating by an evaluator of a unit member on the approved observation and evaluation forms. Evidence shall be a unit member's Observation Forms, the items listed in 10.3.e and other objective measures of assessment that relate to the CSTP Standard being observed or evaluated.
 7. Consulting Teachers (PAR Program, Article 14) shall be evaluated according to the guidelines in Article 14.6.c.
 8. All teachers shall receive training as indicated in Article 10.6.
- b. Individual or school site unit member trainings to include all unit members will begin within the first thirty (30) days of the unit member's work year and will consist of 30 minutes for all permanent, probationary, and temporary unit members on the evaluation cycle with an additional 60 minutes for probationary and temporary unit members by November 15. Unit members out of evaluation cycle for the current year, shall be exempt from these trainings. Unit members will be evaluated upon the Standards on the form "Certificated Personnel Evaluation Form, (Appendix K)." All certificated unit members will be provided with electronic copies of the CSTP: California Standards for the Teaching Profession (most recent edition), which provides detailed information regarding the components of each Standard. Upon request, a unit member may be provided with a hard copy of the CSTP.
 - c. Should there be no F-SUTA unit member and/or site administrator at the start of the school year who completed the spring bilateral evaluation training the previous school year, F-SUTA agrees that the site may use a respective member of the bilateral evaluation committee (administrator for administrator/F-SUTA unit member for F-SUTA unit member) to do the training at those sites for the initial thirty (30) minute training of all unit members held within the first 30 days of the school year. This provides time to appoint and train site team members in compliance with Article 10 – Evaluations. Bilateral Evaluation training for these team members will be completed prior to the first formal observation of any unit members at these sites and any additional evaluation trainings.
 - d. Probationary and temporary unit members will be evaluated on all six (6) CSTP Standards. Documentation provided by the unit member (Probationary, Temporary or Permanent) to include, but not be limited to, that mentioned in 10.3(e)(5) shall be a part of the evaluation of Standard Six (6).
 - e. At least two (2) formal observations, one scheduled, and the other may be scheduled or unscheduled, will be held during a unit member's evaluation year to observe unit members using only the District's Certificated Personnel Observation Form (Appendix J). These formal observations will be at least thirty (30) minutes in length. These formal observations may take place any time a certificated unit member is performing within the scope of his/her classroom duties. The number, frequency and duration of the observations may vary with the requirements imposed by the type of class, the needs of the teacher, and individual situation. Formal observations may be preceded by a pre-conference and must be followed with a post-conference between the unit member and the evaluator.

f. The authorized components of data to validate the CSTP include formal classroom observations and:

1. Observations of less than 30 minutes
2. Classroom walk-throughs
3. Lesson plans as designed by the classroom teacher
4. Observation of report cards and progress reports
5. Records of professional development activities as provided by the teacher (Such documentation shall be a part of the evaluation of Standard 6).

State adopted criterion-referenced assessment data shall be used as a part of the formative assessment as described in Standard 5, of the CSTP, “Assessing Student Learning,” and in accordance with the Stull Act, Education Code, 44660-44665.

As stated in Education Code, Section 44662, the summative evaluation of teachers shall not include the use of publisher’s norms (comparative student test results) as established by standardized tests.

Unit member-specific testing data is confidential and shall not be posted or publicly distributed unless otherwise required by law.

- g. Following each formal observation, the unit member will receive written feedback from the evaluator no less than three (3) workdays prior to the post-observation conference. In addition, post observation conferences must be held no later than ten (10) workdays following the formal observation. The unit member shall have the right to comment and have those comments affixed to the said observation report. Additionally, the administrator and the unit member may mutually agree to added or modify comments to the observation form at the time of the post-observation conference.
- h. The unit member will receive a written final evaluation report from the evaluator no less than five (5) workdays prior to the unit member/evaluator conference. A final evaluation report in writing and unit member/evaluator conference will be held at least thirty (30) workdays prior to the last workday of the unit member in the school year in which the evaluation took place. In completing the final report, the evaluator will consider the overall performance in the Standards selected in the initial conference when determining an evaluation rating.
- i. The principal will have the primary responsibility for observations and filing of observation reports. The principal may assign another on-site administrator these duties. For Special Education preschool teachers, the primary responsibility for observations and the evaluation shall be assigned to the Coordinator responsible for the Special Education preschool programs.
1. If another onsite administrator is assigned as the primary evaluator, his/her signature shall appear on both the observation report(s) and evaluation. The unit member shall be notified of this assignment change in writing.

2. If a designated evaluator is used by the primary evaluator, both signatures shall appear on the observation report(s) and evaluation. The primary evaluator shall use no more than two (2) designated evaluators during the course of the school year.

Additional Observation(s)

3. A unit member may request other observations to be conducted by members of the administration (requested to be either on-site or off-site) other than the designated primary administrator. The additional observation(s) shall be evidence used to determine a unit member's final evaluation.
 - i. For each required observation conducted pursuant to section 10.3.d, a permanent unit member may request and shall receive one (1) additional observation. The permanent unit member may request that such observation(s) be conducted by members of the administration other than the designated primary administrator, including administrators not assigned to the unit member's work location. Such request must be in writing, and made within seven (7) workdays of the date of the post-observation conference. The additional observation shall be conducted within twenty (20) workdays of the request. The time lines specified in section 10.4.a.2 and 10.4.a.3 shall not apply to any such additional observation(s). The additional observation(s) shall be evidence used to determine a unit member's final evaluation.
4. No unit member shall evaluate another unit member.

10.4 Conference/Evaluation Timeline

a. Permanent Unit Member

1. Initial conferences for permanent unit members to select the Standards for evaluation shall be held within the first twenty-five (25) workdays of the school year. No formal observation shall be conducted in the ten (10) workdays after the initial conference unless otherwise agreed upon between the unit member and administrator.
 - i. Permanent unit members will be evaluated on only three (3) CSTP Standards according to the following: Within the first twenty-five (25) workdays of the unit member's work year, the evaluator selects one (1) Standard; the unit member selects one (1) Standard. Additionally, all unit members will be evaluated on Standard 6, "Developing as a Professional Educator."
 - ii. The selection of Standards by the evaluator and the unit member shall be made on the Evaluation Standards Selection form, (Appendix I). A copy shall be provided to the unit member and the original copy of this form shall become a part of the Permanent unit member's evaluation form.

2. There must be no less than twenty (20) workdays between an observation post-conference and the next formal observation.
3. There must be no less than twenty (20) workdays between the last post observation conference and the final evaluation conference. The final written evaluation shall be received no less than five (5) workdays before the evaluation conference.
4. The final evaluation conference must be held no later than thirty (30) days prior to end of the unit member's work year.

b. Probationary/Temporary Unit Members

1. A probationary/temporary unit member's first formal observation must be held within the first thirty (30) workdays of the unit member's work year.
2. There must be no less than twenty (20) workdays between a post observation conference and the next formal observation.
3. There must be no less than fifteen (15) workdays between the last post observation conference and the final evaluation conference. The final written evaluation shall be received no less than five (5) workdays before the evaluation conference.
4. The final evaluation conference must be held no later than thirty (30) workdays prior to the end of the work year.

Referrals to the PEER Assistance and Review Program (PAR)

10.5 Using the CSTP Standards, unit members of permanent status shall be referred to the Peer Assistance and Review Program (PAR) as follows:

- a. Zero (0) or one (1) "Does Not Meet CSTP" ratings on the three identified Standards shall result in no referral to PAR.
- b. Two (2) "Does Not Meet CSTP" ratings on both the unit member chosen Standard and the administrator chosen Standard of the three identified Standards shall result in a referral to PAR as a "Voluntary Participating" teacher. The unit member must complete the process, but no records are kept and no legal provisions of the California PAR provisions have effect. If in the next consecutive evaluation, the unit member receives fewer than two (2) "Does Not Meet CSTP" ratings there shall be no referral to PAR.
- c. Three (3) "Does Not Meet CSTP" ratings on the three identified Standards shall result in mandatory referral to and participation in PAR. If in the next consecutive evaluation, the unit member receives fewer than two (2) "Does Not Meet CSTP" ratings there shall be no referral to PAR.
- d. "Does Not Meet CSTP" Evaluation Rating

1. For a unit member to receive a “Does Not Meet CSTP” rating on a Standard, at least three (3) of the elements in that Standard must be marked “Does Not Meet CSTP” based on validating evidence.

10.6 Bilateral Joint Committee

- a. The success and effectiveness of the evaluation process is dependent upon appropriate, joint bilateral training provided by the Association and the District. The District and the Association agree to establish and operate jointly a Bilateral Evaluation Committee. This committee’s purpose is to design and implement a training program relating to the evaluation program; process, form and language. The Evaluation Committee (outlined in 10.6.b) shall set up a schedule of training.
- b. The Evaluation Committee will consist of three (3) F-SUTA members, two (2) site administrators, and one (1) district office administrator and will monitor and determine the content of the training and needs to support the Evaluation Program. F-SUTA members of the Evaluation Committee shall be selected by F-SUTA. Management members of the Evaluation Committee shall be selected by F-SUSD.
- c. The Association shall identify one (1) F-SUTA member for each elementary school, two (2) for middle school and three (3) for high school, at each school site, to work in conjunction with the site principal to train and provide assistance to unit members during the work day regarding program, process, forms and contract language.
- d. The administrators and F-SUTA members identified in section 10.6.C shall attend two (2) hours of joint training regarding the evaluation program process, forms and contract language, to be conducted jointly by the Association and the District. This training will be provided within the contracted workday of the F-SUTA members, or if outside the workday, unit members shall be compensated at their per diem rate. This training shall occur after February 1st and before May 1st of every year.
- e. Administration and F-SUTA members identified in section 10.6.C shall provide training at their individual school site regarding the evaluation program process, forms and contract language as noted in 10.3.b. This training will be provided within the contracted workday of the unit members as per Article 10. The training need not be consecutive. The Bilateral Evaluation Committee will determine the content of the training.
- f. The District shall provide an additional one and one half (1.5) hours of training to Administrators regarding the evaluation program process, forms and contract. An additional one hour shall be provided for all new administrators.
- g. The committee can make no changes in the evaluation process as outlined in this Agreement. The committee may make recommendations to the Association and the District regarding the evaluation process.

ARTICLE 11 - PERSONNEL FILES

- 11.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 11.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon written authorization signed by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:
- a. Were obtained prior to the employment of the unit member involved.
 - b. Were prepared by identifiable examination committee members.
 - c. Were obtained in connection with a promotional examination.

Unit members shall have the right to inspect and obtain a copy of personnel file materials upon request.

- 11.3 Information of a derogatory nature, except material excluded in accordance with Section 11.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any reasonable preparation of comments in response to the material and/or statement, shall take place during normal business hours. The unit member shall be released from duty for a maximum of one-half (1/2) day per review without salary reduction. If the unit member alleges that the material is false or based on unsubstantiated information or rumor from any unidentified source, a grievance may be initiated to determine the validity of such material. If such material is determined to be false or based on unsubstantiated information or rumor from an unidentified source, it shall be removed.

In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.

- 11.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 11.5 Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or Assistant Superintendent/Human Resources. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested a personnel file. Such log shall be available for examination by the unit member or their authorized Association representative.

ARTICLE 12 - PARENT COMPLAINTS

A parent complaint is defined as the parent or guardian's expression of dissatisfaction or concern over the actions of a unit member which is related to the welfare of the parent's or guardian's child or children enrolled in said unit member's class or under his/her supervision. Parent complaints shall not address the unit member's instruction of the District-adopted curriculum within the unit member's assignment. The individual charging the complaint shall hereafter be referred to as the individual complainant. The complaint shall only be considered if the event that initiated the complaint took place within the preceding twenty five (25) workdays. The resolution of complaints made during the last twenty five (25) workdays prior to the unit member's vacation may, at the option of the unit member, be suspended for the period of vacation. An individual parent or guardian of a student in the District lodging a complaint concerning a unit member must do so by adhering to the following procedure in presenting such a complaint.

12.1 For purposes of this section, a "day" is defined as a day that the unit member is required to render service to the District.

12.2 Informal Procedure

- a. The individual complainant shall first meet informally with the unit member on an individual basis to discuss the concerns of the individual complainant and constructively work to resolve the matter. If the principal or immediate supervisor is contacted by the parent, he/she shall direct the parent to the unit member involved or inform the unit member of the nature of the contact. Either the individual complainant or the unit member may request the immediate supervisor to be present during the informal procedure. If present, the immediate supervisor may act as a facilitator during the informal procedure. The immediate supervisor shall act only as a facilitator, and not as an advocate during the informal procedure.
- b. If the Superintendent or another member of the management team is contacted by an individual parent, he/she shall direct the parent to the unit member's immediate supervisor. The immediate supervisor will within two (2) workdays inform the unit member involved of the nature of the contact.
- c. If the concern is brought to the attention of the unit member in writing on the proper form prior to the end of the day, the unit member shall have the option of not returning to the classroom for the remainder of the day. In the event the concern is brought to the unit member before the school's lunch period and providing the District is able to secure a qualified substitute, the employee will be allowed to leave school for the remainder of the day with no loss of leave.
- d. If the matter is not resolved at the informal level, the formal procedure shall be implemented.
- e. The unit member shall have the right to appeal the principal or immediate supervisor's decision to the Assistant Superintendent/Human Resources.

12.3 Formal Procedure

- a. If the individual complainant is not satisfied with the resolution of the matter, he/she shall prepare the complaint in writing on a form developed jointly by the District and Association within twenty five (25) days of notification of proposed resolution and submit it to the principal or immediate supervisor who will notify the unit member involved within two (2) days. The immediate supervisor may arrange a meeting with the complainant and unit member. The immediate supervisor shall investigate the matter of concern stated in the complaint and submit a written response to the complainant and the unit member within ten (10) workdays. The response shall be discussed at a joint meeting of the immediate supervisor, the complainant and unit member. The immediate supervisor shall act as recorder and facilitator in the process. The immediate supervisor shall determine if a record of the incident merits placement in the unit member's file. If the complaint is dropped due to lack of merit, no written report shall be placed in the unit member's file. No material may be placed in a unit member's file or used in any disciplinary procedure unless such material has been submitted to the unit member for inspection and signature. The unit member also has the right to attach a rebuttal.
- b. If the individual complainant or unit member is not satisfied with the proposed resolution, he/she may within ten (10) workdays appeal the principal's or immediate supervisor's response to the Assistant Superintendent/Human Resources or his/her designee. The Assistant Superintendent/Human Resources or his/her designee shall review the complaint and may repeat the process outlined in Article 12.3.a or concur with the finding(s) made pursuant to that provision. He/she shall have ten (10) workdays to set up a meeting or to respond in writing. He/she shall also decide to place the complaint in or exclude the complaint from the unit member's file under the provisions of Article 12.3.a.
- c. If the individual complainant or unit member is not satisfied with the proposed resolution, he/she may within ten (10) workdays appeal the Assistant Superintendent/Human Resources or designee's response to the Superintendent or his/her designee. The Superintendent or his/her designee shall review the complaint and may repeat the process outlined in Article 12.3.a or concur with the finding(s) made pursuant to the provisions of Article 12.3.b. He/she shall have ten (10) workdays to set up a meeting or to respond in writing. He/she shall also decide to place the complaint in or exclude the complaint from the unit member's file under the provisions of Article 12.3.a.

ARTICLE 13 - EMPLOYEE DISCIPLINE

13.1 The District retains the right to take appropriate action to discipline unit members. Notwithstanding other provision(s) of this agreement, no unit member shall be disciplined without just cause, due process, and the utilization of progressive discipline. This will not apply to non-reemployment of probationary employees and to the release of temporary employees.

The following just cause guidelines shall be recognized:

- a. The employee should be informed of the consequences of his/her conduct.
- b. Contract stipulations, district regulations and policies, Education Code, and state law shall be the basis for disciplinary action.
- c. An investigation should reveal the necessity for disciplinary action.
- d. Rules, orders, and penalties should be applied fairly and equitably.
- e. Disciplinary action should be appropriate and reasonably related to the nature of the offense.
- f. The District shall have the right to skip any step of progressive discipline in the event the unit member has committed a serious offense including assault, theft, crimes of moral turpitude, personal non-permissive use of District property, conviction of a felony, and falsifying information to the District.

13.2 The District shall notify the Association concurrently with notification to the unit member of any disciplinary action taken beyond Written Warning. Otherwise, all information and/or proceedings regarding any actions shall be kept confidential by the District.

13.3 Any disputes arising out of the application of this article shall, at the discretion of the Association, be submitted to grievance as provided in Article 9 (Grievance Procedure) of this agreement.

13.4 This article shall be administered in accordance with applicable state and federal laws.

13.5 No unit member shall receive more than one (1) penalty for any single action or infraction.

13.6 The stages of the Progressive Disciplinary Process are:

- a. Informal Level: Once the employee has been informed of the consequences of his/her conduct, documentation will be provided to the employee within one (1) workday.
- b. Formal Level: In the case of a second similar and separate action or infraction, a Written Warning notice may be issued to the employee. If a Written Warning is issued, documentation will be provided to the employee within one (1) workday. The District shall notify the Association of the issuance of a Written Warning within three (3) workdays.

- c. Written Reprimand: In the case of a third similar and separate action or infraction, a Written Reprimand may be issued to the employee. If a Written Reprimand is issued, documentation will be provided to the employee within three (3) workdays.
 - d. No notices or documents prior to a Written Reprimand shall be placed in the employee's personnel file.
 - e. An employee may attach his/her own statement to any documentation in the Progressive Disciplinary Process.
 - f. Reprimands shall be based upon verified data.
 - g. The sequence from the Informal Level through Written Reprimand must be within two hundred and twenty (220) workdays except for the provision of Article 13.1.f.
 - h. No suspension shall be ordered for any unit member unless he/she has first been given one (1) Written Reprimand about a similar and separate action or infraction within the past two hundred and twenty (220) workdays except for the provision of 13.1.f. Any such suspension shall be based upon verified data. A copy of all suspension orders shall be given to the unit member and placed in his/her file by the Assistant Superintendent/Human Resources. Suspensions will be approved by the Assistant Superintendent/Human Resources.
 - i. No suspension in excess of one (1) day shall be ordered for any unit member unless he/she has already been suspended for a similar and separate action or infraction during the unit member's current work year and/or the unit member's immediately preceding work year except for the provisions of Article 13.1.f. Any such suspension shall be based upon verified data.
 - j. Suspensions may be without pay, but shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits. No suspension shall exceed five (5) working days in duration.
 - k. By mutual consent, a unit member may have his/her salary withheld in lieu of suspension.
 - l. An employee may be immediately suspended by the District without pay until a bond is posted under provisions of Education Code Section 44940. An employee may be suspended with or without pay pending a hearing when he/she has been charged with the commission of a felony, or for drunkenness, substance abuse, or theft of District property.
- 13.7 Prior to any suspension, the Superintendent or designee, except for 13.6.1 above, shall give notice to the unit member no less than five (5) days prior to the imposition of suspension. Such notice shall include:
- a. A copy of this article.
 - b. The proposed disciplinary action.
 - c. A specific statement of the act(s) or infraction(s) upon which the disciplinary action is based.

- d. Where applicable, a statement of the rules, regulations, or statutes which the unit member is alleged to have violated.

The notice shall be in writing and be served on the unit member personally or by United States registered mail addressed to the unit member at his/her address as recorded with the District.

- 13.8 Any unit member is entitled to be represented by the Association at any state of disciplinary action.
- 13.9 If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, upon request he/she shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in his/her personnel file. Those being disciplined within provision 13.1.f. will receive such notice after twenty-four (24) months.

ARTICLE 14 - PEER ASSISTANCE AND REVIEW (PAR)

It is the intent of the District and the Association to provide the highest possible quality education for the students of this community. In order for students to succeed in learning, teachers must succeed in teaching.

Teachers referred to or who volunteer for the Peer Assistance and Review Program (PAR) are viewed as valuable professionals who deserve to have the best resources available to assist him/her in improving performance to a successful standard at or above the California Standards for the Teaching Profession.

The Program resources shall be utilized in the following priority: first, for Referred Participating Teachers; second, for Beginning Teacher Support and Assistance (BTSA); and third, for Voluntary Teachers.

14.1 Definitions for Purposes of This Article:

- a. "Classroom Teacher" or "Teacher"
Any certificated bargaining unit member.
- b. "Referred Participating Teacher"
A teacher with permanent status who has received a referral to PAR according to the provisions of Article 10.5.
- c. "Beginning Teacher"
Any unit member having probationary or temporary status
- d. "Voluntary Participating Teacher"
Any permanent teacher who applies to participate in PAR, or a teacher referred to PAR according to Article 10.5.b.

- e. "Consulting Teacher"
A bargaining unit member meeting the requirements of the job description (See Appendix O) who is selected by the PAR Joint Committee to provide Program assistance and who has no administrative duties.
- f. "Evaluator"
An administrator assigned by the District to evaluate a certificated teacher
- g. "Term"
The term of assistance for the PAR Program shall be determined by the Consulting Teacher with the approval by the PAR Joint Committee. The term may be extended up to two (2) work years with the approval of the PAR Joint Committee.
- h. "Improvement Plan"
A collaborative plan written by both the Consulting Teacher and the Referred Participating Teacher designed to assist the Referred Participating Teacher in meeting the California Standards for the Teaching Profession (CSTP) on the Certificated Personnel Evaluation Form.
- i. "Term of Service"
The five-year length of time a unit member may serve as a Consulting Teacher. See Appendix O for terms of service through 2012-2013.

14.2 Peer Assistance and Review (PAR) Joint Committee

- a. In accordance with Education Code Section 44502, the Peer Assistance and Review Joint Committee shall be composed of six (6) teachers and five (5) administrators.
- b. Teacher members of the PAR Joint Committee shall be selected by F-SUTA.
- c. Management members of the PAR Joint Committee shall be selected by FSUSD.
- d. Representation to the Joint Committee shall be made with staggered terms to provide continuity of representation.
- e. Clerical support to the PAR Joint Committee shall be provided by the District.
- f. The PAR Joint Committee shall establish its own meeting schedule.
 1. To meet, two-thirds (9 members) of the members of the Joint Committee must be present.
 2. Decisions made shall be by majority vote.
 3. Meetings shall take place during the regular workday.
 4. The committee shall establish its own rules of procedure, including the method for selection of a Chairperson.

- i. For the first year (2000/2001) there shall be co-chairpersons, one teacher and one administrator.
 - ii. For the following years, the chairperson responsibilities shall alternate between a teacher and an administrator.
- g. The PAR Joint Committee shall be responsible for the following:
 - 1. Providing annual training for the PAR Joint Committee members.
 - 2. Selection of Consulting Teachers by majority vote.
 - 3. Selecting trainers and/or training providers.
 - 4. Providing training for Consulting Teachers prior to the Consulting Teacher's work with program participants.
 - 5. Sending confidential, written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - 6. Assigning a Consulting Teacher to a Participating Teacher.
 - 7. Distributing Article 14 to all F-SUTA unit members annually.
 - 8. Establish internal operating procedures necessary to operate the program consistent with AB IX and this Agreement.
 - 9. Establishing a procedure for application and the selection of Consulting Teachers.
 - 10. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 - 11. Approving or denying the requests of voluntary participants based on appropriateness and program capacity.
 - 12. Evaluating annually the impact of the PAR Program in order to improve the program.
 - 13. Making recommendations for the improvement of PAR and BTSA to F-SUTA, the Superintendent, and the Board of Education.
 - 14. Forwarding to the Governing Board the names of individuals, who, after sustained assistance, are not able to demonstrate satisfactory performance.
 - 15. Reviewing with the District, on a bi-annual basis the yearly budget to operate the PAR Program, ensuring that all funds provided for by the legislation are utilized exclusively for the program and that expenditures not exceed funds made available through the passage of AB IX.
 - 16. Protecting the confidentiality and custodianship of all PAR Joint Committee records and communication.
 - 17. Functioning as the advisory committee for the BTSA Program.

14.3 Responsibilities of the Referred Participating Teacher

- a. Write the Improvement Plan collaboratively with the Consulting Teacher.
- b. Cooperate in multiple observations by the Consulting Teacher.
- c. Confer and collaborate regularly with the Consulting Teacher.

- d. Make consistent effort to work toward meeting performance goals, as written in the Improvement Plan.
- e. Participate in activities such as observations, workshops, visitations, conferences, and coursework as recommended by the Consulting Teacher and consistent with the Improvement Plan.
- f. May prepare written comments for the review of the PAR Joint Committee.

14.4 Responsibilities of the Volunteer Participating Teacher

- a. Write an Improvement Plan collaboratively with the Consulting Teacher.
- b. Cooperate with classroom observations by the Consulting Teacher.
- c. Confer and collaborate with the Consulting Teacher.
- d. Make consistent effort to work toward meeting performance goals as written in the Improvement Plan.
- e. May participate in activities such as observations, workshops, visitations, conferences, and coursework as recommended by the Consulting Teacher and consistent with the Improvement Plan.
- f. There shall be no report on the outcome of the participation by the Voluntary Teacher.
- g. Voluntary participation in PAR shall not preclude a referral to PAR, if recommended through the evaluation process.
- h. Participants referred to the voluntary track of PAR pursuant to Article 10.5.b must complete his/her Improvement Plan.

14.5 Responsibilities of the Consulting Teacher

- a. Shall provide assistance to teachers on their caseloads in the following areas: reviewing curriculum, strategies for effective classroom management techniques, record keeping, planning for instruction, and instructional strategies.
- b. Shall develop an Improvement Plan for each of their assigned Referred or Voluntary Participating Teachers in cooperation with the Voluntary or Referred Participating Teacher. The Consulting Teacher, the evaluator, and the Referred Participating Teacher will meet to review the Plan and will work to support the implementation of the Improvement Plan.
- c. Shall meet with his/her assigned Referred or Voluntary Participating Teachers on a regular basis.
- d. Shall provide those services specified for participants in the BTSA Program who are on their caseload.
- e. At the end of the time period specified in the Improvement Plan, the Consulting Teacher shall complete a written report describing the teacher's participation in

the Program. This report shall consist of: (1) a description of the assistance provided by the Consulting Teacher; and (2) a description of the Referred Participating Teacher's participation in the implementation of the Improvement Plan. This report shall be given to the Referred Participating Teacher and submitted to the PAR Joint Committee. The Referred Participating Teacher may also prepare written comments for the review of the PAR Joint Committee which shall be considered concurrently with the Consulting Teacher's report.

- f. Consulting Teachers may find that there is additional expertise beyond their scope of experience and training that should be provided to the Referred or Voluntary Participating Teacher. In this case, with approval from the PAR Joint Committee, the Consulting Teacher will develop a plan to utilize the expertise of unit member(s) to assist the Participating Teacher. The Plan will, at a minimum, include the subject area expertise needed, person(s) recommended to provide expertise, the length of time required for assistance. The unit member providing the expertise shall be provided release time or paid at a per diem rate of pay for their services outside of their workday/workyear.

14.6 Other Provisions

- a. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, PAR Joint Committee members and Consulting Teachers may disclose only such information as necessary to administer this article.
- b. Unit members who function as Consulting Teachers under the provisions of this document shall not be considered as management or supervisory employees, and shall not be eligible for management or supervisory positions for a period of one year following the end of their terms as Consulting Teachers.
- c. Consulting Teachers shall be evaluated based on the assigned responsibilities contained in the approved job description and the achievement of individual goals. The evaluation form (Consulting Teacher Professional Development Report) is attached as Appendix K to this Agreement. The evaluation form will be placed in the personnel file of each Consulting Teacher by April 15 of each year. All provisions of the current F-SUTA Contract relating to due process protection, personnel files, and grievance procedure related to the evaluation procedure shall be applicable to Consulting Teachers. The District and the Association agree to review this evaluation process and to work collaboratively to make any changes that are necessary.
- d. The caseload for a fully released Consulting Teacher shall be established by the District and the PAR Joint Committee. The following factors shall be considered: the number of new teachers, the number of referred teachers, the guidelines of the BTSA Program and other relevant data. No full time Consulting Teacher will provide support to more than two (2) Referred Participating Teachers. The total caseload shall not exceed fifteen (15), including PAR and BTSA participants.

- e. Members of the PAR Joint Committee and Consulting Teachers who provide assistance and review shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.
- f. At the end of the year, all records regarding the PAR Program shall be forwarded to the Human Resources Department and shall be filed separately from the individual personnel records, except as allowed under this Program. The Referred and Voluntary Participating Teachers shall have complete access to all reports concerning his/her participation in the PAR Program. At the end of the work year or the end of their participation in PAR, the Voluntary Participating Teachers will receive all copies of the reports and observations written during their participation in PAR.
- g. During their first year, a Consulting Teacher may exercise a right of return to their previous position by informing the district by May 1st of their intention to return to their previous position in the subsequent year. If their prior position has been eliminated, the unit member shall be assigned per Article 18 - Assignment and Transfer. In subsequent years, when a Consulting Teacher returns to the classroom, they will be assigned per Article 18 – Assignment and Transfer.
- h. Unit Members who have previously served as a Consulting Teacher may apply to the position using an abridged process. This process shall consist of a single page application form and a single observation.
- i. The parties have agreed that the job descriptions and the terms of service of Consulting Teachers are included and described in the Memorandum of Understanding dated May 22, 2014, as Appendix O. All other provisions herein, including Appendices and Memoranda regarding Consulting teachers, not in conflict with the Memorandum dated May 22, 2014, remain and are in force.
- j. The District Human Resources Office shall maintain records regarding the terms of service of Consulting Teachers and shall notify the PAR Committee of pending vacancies due to the expiration of service terms. Additionally, the Human Resources Office shall notify the PAR Committee if a vacancy occurs between any terms of service.

ARTICLE 15 – SUPPORT PROVIDER

The Support Provider position will provide assistance to District unit members who currently hold a Provisional Intern Permit (PIP), Short Term Staff Permit (STSP), Waiver, or Intern Credential and are not eligible for the District’s Induction Program. The job description is shown in Appendix L of the Collective Bargaining Agreement.

The Support Provider must be located at the same school site as the beginning teacher. Whenever possible every effort will be made to assign a Support Provider with at least five (5) years teaching experience that holds the same credential and has had similar if not identical experience in the same assignment as the PIP, STSP, Intern or Waiver holder’s assignment. A

stipend of \$2,000 shall be provided annually for each teacher that they serve with a caseload maximum of three (3) beginning teachers.

ARTICLE 16 - TEACHER SUPPORT SERVICE (Text located in Appendix G)

The provisions of this article are superseded by Article 14. Appendix G will not become an Article in this agreement and will not be in effect unless and until State funding for the Peer Assistance and Review Program (PAR) is eliminated and the District no longer participates in the PAR Program as outlined in this Agreement.

ARTICLE 17 - SAFETY

17.1 Safe Working Conditions

- a. Unit members shall not be required to work in unsafe and/or unhealthy conditions or to perform tasks that endanger their health, safety, or well being.
 1. The site administrator shall post a schedule for the cleaning of unit members' work areas developed by the District. The schedule shall include tasks to be performed and the frequency of such tasks. Unit members whose rooms are not cleaned according to the cleaning schedule shall report the problem to the site administrator for a response and/or correction in a timely manner.
 2. Emergency heating equipment will be made available upon request.
 3. Each classroom will be provided a two-way communication system that permits immediate access to the site office. Such a system must be maintained in good working condition at all times. Each Site Administrator will develop and implement a plan for emergency communications between the classrooms and the site office.
 4. All alarms and bells shall be functioning and audible in all work areas. Bell decibel levels which are painful to unit members or students shall be reported to the site administrator for a response and/or correction. The response shall include actions taken by the site administrator to investigate the bell decibel level problem, and an explanation as to why bell decibel levels were or were not adjusted.
- b. Upon notification, the District shall eliminate or correct any confirmed unsafe or hazardous condition within five (5) days. Failure to do so will result in the unit member's or Association's right to initiate the grievance procedure at Level III.
- c. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations thereto (8 California Administration Code Section 330, et seq.).

- d. The District shall provide the Association with the initial notice of inspection and the final results of the CAL-OSHA investigation.
- e. The Association shall be entitled to appoint up to three (3) representatives to sit as members of the District Safety Committee.
- f. Each school site shall maintain a safety plan. Copies of this plan shall be available for review at the school site office and will be provided to each bargaining unit member at his or her site, or sites.
- g. The District shall provide and maintain in each classroom an emergency first aid kit including latex gloves and basic first aid supplies. Classrooms that are in regular use in the evening shall be provided with a flashlight and working batteries or other emergency lighting. A unit member may request of the site administrator that additional items, unique to the work location, be added to the first aid kit for his/ her classroom. If the request is denied at the site level, the unit member may appeal the decision to the District Safety Administrator or designee. The District Safety Administrator or designee shall respond to the appeal within ten (10) working days. If this request is denied by the District Safety Administrator or designee, the unit member can appeal to the District Safety Committee.
- h. The District will provide advance notice, at least 24 hours or greater, of any maintenance work scheduled (non-emergency) for his/her classroom or the surrounding areas. On a case-by-case basis, if scheduled maintenance work can be completed prior to the requirement of a 24 hour notice, individual unit members may waive the advance notice requirement of this section. Upon completion of work, areas affected by the maintenance shall be cleaned and returned to its original configuration prior to the work, unless changing that configuration is needed for safety. If the configuration is not returned to its original condition for safety reasons, the reason shall be provided in writing to the teacher upon completion of the work.
- i. The District shall maintain heating, ventilation, and air-conditioning systems (HVAC), including regular replacement of filters. A schedule of recorded dates of filter changes for each HVAC unit, and a due date for the next change, shall be available, upon request, from the site administrator or designee.
- j. Unit members will notify the site administrator, in writing, of pest infestations. These reports will be forwarded to the Maintenance Department for response. The Maintenance Department will respond to such reports and make reasonable efforts to rid facilities and/or grounds of such infestations. If insecticides or poisons are used, the District shall provide the legally required advance notice of application (ordinarily 72 hours) which notice shall contain information required by law, including the names of the chemicals used. The District shall apply such chemicals only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.
- k. In the event that mold abatement work is completed, appropriate follow up tests will be conducted.

- l. Each school site Safety Plan shall annually evaluate potentially dangerous traffic patterns on the school site. The site administrator shall present problems and possible remedies relating to such traffic patterns to the District Safety Committee and/or the Maintenance Department for response and possible action.
- m. Upon written request by F-SUTA, the District shall provide requested data and information that would contribute to the implementation of this Article. Such response shall ordinarily be made within five (5) working days. The District and the Association may agree to extend the time for a response.
- n. Each site administrator shall develop a procedure for controlling and monitoring visitor access to campus. A copy of the procedure shall be given to each unit member.
- o. At the Elementary school sites, site administrators and staff shall work collaboratively to ensure that teachers have morning and after lunch breaks so that unit members may use the restroom. The break times can include non-duty recess breaks, and/or release time.

17.2 Student Discipline

- a. A unit member may suspend a student from his/her class for reasons stated in California Education Code for a maximum of two (2) days (the day of suspension and the day following). The unit member shall comply with all suspension regulations including contacting the parent for a conference regarding the suspension. If necessary the teacher will be released from class to make the parent contact.
 1. The student shall not be returned to the bargaining unit member's class during the period of suspension without the concurrence of the unit member and the principal.
 2. The student shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the student was suspended.
- b. When a teacher is acting in a supervisory capacity, consequences for student infractions incurred in relation to this responsibility will be decided by the principal. The principal, vice principal or teacher-in-charge shall be responsible for appropriate disciplinary action when students are referred by a unit member for discipline.
- c. Unit members may refer students to the administration for discipline, including a suggestion of the length of suspension from school or other level of discipline to be imposed in compliance with Board policy. If a site administrator chooses an alternative consequence, other than the one recommended by the teacher, upon written request from the teacher, the administrator shall inform the teacher, in writing, of the reasons for choosing the alternative consequence.

- d. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a student that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of students, or to maintain proper and appropriate conditions conducive to learning (Education Code Section 44807).

17.3 Reporting to Unit Members Regarding Violent and Dangerous Students

The parties recognize that there is an affirmative obligation on the part of the FSUSD to notify unit members regarding students who have committed offenses enumerated in Education Code 48900 (excluding section (h) tobacco) for the safety and security of the unit members and their students. The parties further recognize that students have certain privacy rights which regulate who may have access to such information. The procedures below are designed with the specific purpose of balancing the above referenced rights and obligations.

- a. For purposes of this section, “each unit member at a site” means all unit members who may encounter a student in the course of their normal responsibilities, both during the school day and during any adjunct duties.
- b. Prior to the first reporting date of each school year, each unit member at a site shall receive annual notification of all students at the site who have been disciplined under the following District issued discipline codes during the prior three (3) calendar years. These discipline codes align with offenses enumerated in Education Code Section 48900 et seq.

COD	Reason	COD	Reason
A1	Threatened or caused serious injury	U3	Hate violence
A2	Used force or violence	U4	Harassment with threat to cause injury
B	Possessed or sold dangerous object	U7	Terrorist act
E	Robbery or extortion	X1	Caused physical injury
M	Possessed an imitation firearm	X4	Robbery or extortion
N	Sexual assault or battery	X5	Assault / battery on an employee
Q	Hazing	Z1	Possession of a firearm
R	Serious incident during non-school hours	Z2	Brandished a knife
S	Aided in physical injury	Z4	Sexual assault/battery
T	Truancy	Z5	Possessed an explosive or exp. device
U2	Sexual harassment		

- c. Each unit member at a site shall receive notification of all students at the site who are disciplined for any of the above referenced infractions subsequent to the entry of the data into the student information system (per 17.3.i. below).

- d. Each unit member with a class list shall receive annual notification of all students on their lists who have been disciplined under any of the sections in Education Code 48900 (excluding section (h) tobacco) during the past three (3) calendar years. This includes students who have been disciplined under sections not enumerated in Article 17.3 (b) above.
- e. Each unit member with a class list shall receive notification of all students on their lists who are disciplined for any of the sections in Education Code 48900 (excluding section (h) tobacco). This includes students who have been disciplined under sections not enumerated in article 17.3 (b) above subsequent to the entry of data into the student information system (per 17.3.i. below).
- f. Information in the District's possession requiring notification under article 17.3 (a-e) above for students newly enrolled in a unit member's class shall be provided to the unit member as soon as possible by the principal or designee.
 - 1. For students transferred from another District classroom, the information shall be provided not later than two (2) days after a student is enrolled in a unit member's class or site.
 - 2. For students new to the District, the information shall be provided as soon as possible, but not later than two (2) days after the District receives the information.
- g. This procedure shall be provided to and discussed with all unit members at the beginning of each school year and to newly employed unit members within the first week of employment by the unit member's supervisor.
- h. All notices in Article 17 (a-e) shall contain the name of the student, the infraction listed by the current discipline code used in the District's information system and the date of each incident. It shall be provided to each new unit member prior to their first contact with students.
- i. Principals or their designee(s) shall input student's actions that are grounds for suspension or expulsion into the student information system, update this information weekly and provide to unit members weekly. All notices shall be emailed to the unit member's District issued email address. If access to the information system is not provided to a unit member, the information shall be provided with a written report.
- j. The District shall take responsibility to review student records upon receipt to determine the necessity of notification and a monitoring system to ensure that the appropriate procedures are being implemented.
- k. Per Education Code 44014, all incidents of assault, battery or other forms of violent behavior upon any District employee shall be promptly reported to the police and the unit member's immediate supervisor. Notifications regarding such incidents shall be made to unit members as soon as possible, but no later than two (2) days after the incident. The District shall take responsibility to communicate and secure such information and afford protection to the unit member as required.

- l. Each site may maintain a compendium/binder of all lists of notification issued within the school year to unit members for unit members' access and review. However, such compendium/binder, if utilized, shall be secured in a manner to effect and maintain the privacy and confidentiality of all student data therein.
- m. Unit members shall maintain the privacy and confidentiality of all student records provided in accordance with the law and these procedures.
- n. A joint committee of the District and the Association appointed by the parties (five (5) members each) shall meet annually to determine the effectiveness of the procedures, of their implementation and to recommend necessary changes to maintain unit member and student safety and an improved instructional environment. The parties shall review the committee's recommendation(s), if any, for possible inclusion in or change to these procedures.

17.4 Assault or Battery

- a. Unit members shall immediately report cases of assault or battery suffered by them in connection with their employment to their principal or immediate supervisor. Both have a duty to report the incident to the police as soon as possible. Such notification shall immediately be forwarded to the Superintendent. The supervisor shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police, and courts.
- b. The employer shall reimburse unit members for any and all costs incurred as a result of battery or any acts of violence committed against the unit member, in connection with their employment, including repairing or replacing personal property which may have been taken, damaged or destroyed, and for all related medical costs not covered under insurance benefits. If employee is not covered by a District medical plan, the maximum reimbursement amount for any one occurrence will be \$500.
- c. The employer shall provide full support in criminal litigation, including legal and other assistance, to unit members who may be assaulted while in performance of their duties. The District may choose to hire legal counsel to defend a unit member if said employee is charged with a crime arising from the assault.
- d. When absence or disability arises out of or from assault or battery suffered by a unit member in connection with his or her employment, the unit members shall suffer no loss in wages or benefits set forth in this agreement.

17.5 Personal Property Protection and Liability Coverage

- a. Unit members will be reimbursed the replacement value, or insurance deductible (whichever is less), of damaged, destroyed, vandalized, or stolen personal property (excluding money) in excess of \$20.00 and up to a maximum of \$500.00 per occurrence providing the member was acting in proper discharge of his/her duties and exercising prudent care of such articles. The exception to the \$500.00 reimbursement limit shall be for personal computers which will be subject to a

\$1,000.00 reimbursement limit. A proof of cost or value must be submitted with the claim. Subject to District approval, the District will pay the cost of any required estimate or appraisal to repair or reimburse.

- b. Such indemnification shall be limited to losses incurred as a result of vandalism or burglary for personal items brought to the work place. Any individual item exceeding \$100.00 in value shall be declared on an annual personal property inventory with site administrator's approval. The form for such declaration shall be attached to the District's evaluation instrument. Normally, District liability shall not exceed \$500.00. Up to \$1,000.00 may be authorized under special circumstances by the Chief Fiscal Officer/Fiscal Services.
- c. Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy and shall not exceed \$500.00 resulting from malicious acts while a vehicle is parked on or contiguous to school or other premises of the District. The District will only be liable for payment if the damage to the vehicle is a direct result of the employee's discharge of his/her professional duties.
- d. An agreement to this article does not preclude the unit member's right to seek damages from the District in a court of law.

17.6 Specialized Health Care

- a. The school nurse or other qualified and trained personnel shall be the only person(s) to provide and conduct necessary specialized physical health care procedures including, but not limited to, catheterization, injections, ostomy care (ileo, colo, gastro, tracheo), suctioning, draining, and gavage feeding.
- b. No other bargaining unit member shall be required to perform or required to attend training for such specialized health care.
- c. The District shall indemnify and hold harmless from all liability bargaining unit members who perform such procedures.

ARTICLE 18 - ASSIGNMENT AND TRANSFER

18.1 Definitions

- a. A transfer is considered to be the movement of a certificated person to a different school.
- b. An assignment is considered to be the position of a certificated person within a school.
- c. A reassignment is a change of position within a school or within the Special Education Department.

- d. A certificated vacancy is an unfilled certificated position.
- e. A day would be a day the District is open for business.

18.2 Procedure for Filling Vacancies-Voluntary Transfer and Reassignment

- a. The Human Resources Office will complete on or before May 1 of each school year a list of all certificated employees requesting transfer, reassignment, or movement to an administrative vacancy for vacancies occurring after June 1. This list will be confidential information of the Human Resources Office.
- b. Prior to the end of the traditional school year, the Assistant Superintendent/ Human Resources will publish a list of anticipated vacancies for the following school year.
- c. When a certificated vacancy becomes available, the vacancy will be made known to all certificated members assigned to the school within three (3) days of notification, so any unit member assigned to the school may volunteer for the vacancy.
- d. Personnel assigned to more than one site, e.g., librarians, P.E. teachers, music teachers, program managers, etc. (except for special education personnel), shall be assigned by October 1 of each school year a site as home base. The site designated would usually be the site at which they are evaluated and/or spend the majority of their time. At the designated site, these personnel would be allowed to interview as in-house candidates provided they are credentialed for the position for which they are interviewing.

Assignment of staff working at more than one site shall be considered a reassignment under this article.

- e. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy. If the principal appoints the volunteer to the vacancy, the vacancy closes.
- f. A description of the vacancy still available after completion of Article 18.2.e. shall be posted at all school sites and at the District Office for a period of five (5) days. During the school vacation periods, all certificated members who have indicated interest in the vacancy through the annual list shall be notified of the opening. It shall be the unit member's responsibility to leave self-addressed envelopes with the Human Resources Office or to call the designated vacancy telephone number and follow instructions concerning openings.
- g. If the vacancy still exists after Article 18.2.f. above, the Superintendent or designee may assign a newly-hired person for the vacancy.

18.3 Criteria and Procedures for Involuntary Reassignments and Involuntary Transfers

- a. In determining reassignments and transfers due to reduction in work force, declining enrollment, or restructuring/reconfiguring, the following criteria (in descending order of importance) shall be used:
 - 1. Credential/authorization/certificate

2. Length of service to the District
 3. Demonstrated special skills
 4. Sex, ethnic and racial balance
- b. When a particular school is to be closed, as determined by Governing Board action, or program eliminated, unit members will be given first preference to select from new or vacant positions within the District. Unit members will select positions based upon District seniority as outlined in item, Article 18.4 below. If the Board rescinds the action (e.g., site closing) before the beginning of that school's next school year, displaced unit members will have the right to return to original position and/or site.
- c. It is agreed that the District will make involuntary transfers and involuntary reassignments according to the following bands: Unit members shall be assigned within Bands according to credential. "Bands" as described herein shall be defined as primary elementary grade levels (K-3), upper elementary grade levels (4-6) and middle school levels and high school levels according to credential.

18.4 Procedures for Involuntary Transfers

DATE	EVENT
No later than February 1 st	Distribution of updated, revised seniority list. Two copies of the list shall be distributed -- a copy of the seniority list ordered by hire date for the entire unit and ordered by hire date for unit members at each site by site. These lists shall simultaneously be given to the Association. Each site administrator shall make the list available to all unit members at all times during school hours.
	Within ten (10) days after the seniority list is distributed, unit members who report that their seniority date is incorrect shall inform the District for resolution; District informs FSUTA. Unresolved disputes shall be resolved in a meeting with the District, F-SUTA and the unit member. An updated, revised seniority list will be distributed.
No later than May 1	Site administrators develop assignments for upcoming school year, based on student projections at that time and notify unit members whose assignment will be different.
Between May 1 and May 31	District identifies and notifies the Association of those sites with anticipated openings of new positions or of excess unit members by no later than May 21, and the anticipated number of excess unit members at those sites. Unit members at those sites are notified in writing of the number of anticipated open positions or excess unit members.
ROUND ONE	
Between May 1	Impacted unit members and voluntarily displaced unit

and May 31	members provided list of current District vacancies with descriptions (Round One List).
Between May 1 and May 31	Unit members review list for a minimum of 10 days.
District and Association mutually agree to the beginning date of Round 1.	Round One: Impacted involuntarily transferred unit members and voluntarily displaced unit members may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
	All unit members, including impacted involuntarily transferred unit members and voluntarily displaced unit members who did not select a vacancy in Round One, may also seek voluntary transfers.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
ROUND TWO	
District and Association mutually agree to the beginning date of Round 2.	Involuntarily transferred impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One provided list of all current District vacancies (Round Two List). Unit members review the list for a minimum of five (5) days.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
No later than June 15	Impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
After the completion of Round 2	District may fill vacancies as per collective bargaining agreement. All unit members, including any involuntarily impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One or Two may seek voluntary transfers.
After the completion of Round 2	District assigns involuntarily transferred impacted and voluntarily displaced unit members who did not select a vacancy in Round One or Two to positions for which they are credentialed and qualified. Unit members shall be assigned within Bands by seniority. “Bands” are defined in section 18.3.c. above. District and F-SUTA representatives shall be present for this assigning of positions.

After the completion of Round 2	<ol style="list-style-type: none"> 1. If it is determined that positions were not posted or made known to unit members in accordance to these procedures, said position will be able to be filled by displaced teachers on a seniority basis. 2. If the original position of a displaced unit member becomes vacant, the displaced unit member shall be able to return to their original position at their original school site anytime within the next school year.
The Association and the District may adjust any timeline in this involuntary transfer provision by mutual agreement.	

NOTE: (1) As enrollment projections fluctuate or secondary class sections need to be added or deleted, it may be necessary to identify further “impacted unit members” who will then be eligible to select vacancies in Rounds One, Two, etc.

(2) Curriculum and Instruction Coaches K-12 and Consulting Teachers positions shall not be filled by using this process (see Appendix Q and Appendix O).

18.5 Procedure for Filling Vacancies - Voluntary Transfer and Reassignment In Special Education

- a. On or before May 1 of each school year, the Special Education Department will complete a list of all certificated employees submitting a written request to the Special Education Department for transfer, reassignment, or movement to an administrative vacancy for permanent full-time vacancies occurring after June 1. This list will be confidential information of the Special Education Department.
- b. Special education will notify staff of openings in requested areas as they occur during the summer months. It shall be the unit member’s responsibility to leave self-addressed envelopes with the Special Education Department.
- c. Prior to the end of the traditional school year, the Assistant Superintendent of Human Resources will publish a list of anticipated special education vacancies for the following school year.
- d. Vacancies occurring during the traditional school year in the Special Education Department will be flown throughout the District for five (5) days. Volunteers from the Special Education Department will be interviewed and considered first for such vacancies.

18.6 Rights

- a. All unit members may apply and interview for any vacancy for which they are qualified after 18.2.e. has been completed. Out-of-district applicants shall only be considered after District staff who have requested transfer or reassignment have been interviewed.

- b. Unit members who have been involuntarily transferred or reassigned shall receive, upon request, a written explanation of the transfer or reassignment from the principal or designee.
- c. Unit members who have requested reassignment or transfer and have been denied have the right to request and receive a specific written explanation of the denial from the Assistant Superintendent/Human Resources or designee within seven (7) days.
- d. Unit members who are involuntarily transferred shall be allowed the daily per diem rate of pay equal to three (3) days.
- e. The District shall provide timely assistance in the moving of the member's materials.
- f. The District shall provide an adequate supply of moving materials (boxes, packing materials, tape, etc)
- g. The District shall assure that unit members have textbooks, materials, bulletin boards, storage units, instructional displays, desks, chairs, and other classroom furniture in accordance with provisions of Article 37, Professional Working Environment.
- h. After notice and confirmation of their new assignment, unit members shall be included in the site decision-making to the same extent as other staff members.

ARTICLE 19 - WORKDAY

19.1 Definitions

- a. The on-site workday for members of this unit shall commence no more than one-half (1/2) hour before the start of the students' instructional day. The length of the workday for full-time members of this unit, including at least a thirty (30) minute duty-free lunch break, shall be seven and one-quarter (7 1/4) hours per day.
- b. Speech and Language Pathologists shall work an 8 hour day, inclusive of a 30 minutes duty free lunch.
- c. On Fridays or on workdays preceding holidays, the workday for the unit member will end directly after the end of the instructional day except when required by the administrator to complete regularly assigned duties within a 7 1/4 hour limit. On Fridays or workdays that students are not present, teachers will be permitted to leave 30 minutes prior to the end of the contracted workday.
- d. For the purpose of this article, a scheduled absence is a teacher absence which is: (a) arranged in advance by or for the convenience or benefit of the District, or (b) initiated by the teacher at least seven (7) working days before it occurs. In the event of an absence for which the District does not receive notification until the day it occurs, the District shall make a reasonable effort to secure a substitute.

- e. For the purpose of this article, an emergency is an unplanned, unexpected event demanding action on the school day on which it occurs.

19.2 Instructional time shall average the following:

<u>Level</u>	<u>Average Minutes Per Day</u>	
K	200 minutes	*
1-3	310 minutes	
4-6	310 minutes	
7-8	335 minutes	** (to include passing time), not to exceed five (5) instructional periods
7-8	310 minutes	at Elementary Schools following an elementary model that do not include passing time
9-12	372 minutes	** (to include passing time), not to exceed five (5) instructional periods

* These minutes refer specifically to student instruction time. Kindergarten teachers are expected to work with students during the 7 ¼ hour workday similar amounts of time as other elementary unit members.

** These minutes may not apply to continuation, opportunity, and certain special day classes.

19.3

- a. Staff meetings, department and/or team meetings, directly or indirectly related to teaching assignments, are not to be recognized as adjunct activities unless the number of these meetings scheduled in each month exceeds one (1) general staff meeting and one (1) department or grade level meeting relating to the teaching assignments. Any staff meeting that lasts longer than 1 1/2 hours will be counted toward adjunct duty credit per Article 19.3.b. (Appendix DD)
- b. At the direction of the principal, full-time unit members may be required to expend additional time for meetings and/or other school activities outside the established teacher workday. No unit member shall be required to work more than a total of fourteen (14) hours per year for all activities. Hours will be counted in half (1/2) hour units. Scheduled activities will be noticed in writing ten (10) working days prior to the activity. Any necessary changes of scheduled events or emergency situations would not require ten (10) working days advance notice.
- c. Four (4) hours of the sixteen (16) hours shall be assigned to the Special Education Office for staff members involved in consortium or district level activities. Itinerant specialists involved in two (2) or more sites may be paid at the prevailing hourly rate after using the above four (4) hours of adjunct. Money (\$1,500+) will be set aside for Special Education to pay for other consortium or district level activities out of extended day funds. Initial special education related meetings

will be the responsibility of the individual school site for enrolled school-age students.

- d. With the approval of the site administrators and the Director of Special Education, Special Education personnel may pursue alternate activities on district staff development days. The alternate activities must be pre-approved by the Director of Special Education.

- e. Elementary Progress Reports:

During the first trimester, all students shall receive a progress report. For the second and third trimester, progress reports will be provided for students achieving below proficient as determined by the teacher. Students achieving at or above grade level will have a district progress report that is generated through the district's progress reporting system in a standard letter format.

- f. Elementary Parent Conferences:

There shall be a parent conference for all students at the end of the first trimester. Students who are achieving below proficient as determined by the teacher in the second trimester shall have a parent conference scheduled. Conferences will be granted to parents who make a request regardless of the student's academic standing.

19.4 Preparation Time

Each elementary classroom teacher (to include elementary P.E., music, art, and elementary school librarians) will be granted work periods within the school day of at least two hundred fifty (250) minutes, excluding passing time, spread over ten (10) days. Secondary teachers will be granted work periods equivalent to an instructional period of that school. No students will be assigned to the teacher during this work period. In emergencies (other than scheduled absences), the principal may require the teacher to cover a class on the teacher's work period. Time spent to cover a class will be reimbursed as in-lieu time per Article 19.8.

- a. Seventh and eighth grade teachers at K-8 schools will receive a preparation period as if they were a 1-6 grade teacher.
- b. Sixth grade teachers at 6-8 middle schools will receive a preparation period as if they were a secondary teacher.

19.5 Collaborative Planning Period

Sites authorized by the bargaining parties may provide a weekly teacher planning period in accordance with the following guidelines:

- a. The planning period will be held either before or after school on Wednesday.
- b. There will be no reduction in instructional minutes per week.
- c. Teachers will be on site and working during the planning period.

- 19.6 In those cases where a school operates on an extended day schedule, a teacher's assignment will be composed of consecutively assigned periods.
- 19.7 Regular part-time employees and job share employees shall be assigned a prorated share of work periods and adjunct activities.
- 19.8 In-Lieu Service
- a. "In-lieu" is defined as the performance of substitute service by an employee during his/her assigned preparation period/hour.
 - b. In-Lieu Time
 1. In-Lieu service shall first be solicited on a voluntary basis. A list of such volunteers shall be maintained by each site administrator. The list shall be available for review by the F-SUTA site representative. The site administrator shall solicit equitably from the volunteer list first before a unit member is assigned in-lieu duty. In the event that no volunteer can be obtained, unit members may be assigned on an equitable basis to perform in-lieu service. However, after a unit member has worked ten (10) periods/hours of in-lieu service in a school year, he/she shall not be assigned further in-lieu service that year.
 2. Secondary teachers shall be compensated at the rate identified on #7 of Appendix A (currently \$44.89 per hour) per period of in-lieu service for the first five (5) periods of such service, and shall be compensated at their per diem rate (based on a six (6) period day) for each subsequent period of in-lieu service that year. Six (6) instructional periods will constitute one day.
 3. Elementary teachers shall be compensated at the rate identified on #7 of Appendix A (currently \$44.89 per hour) per period of in-lieu service for the first five (5) hours of such service, and shall be compensated at their hourly per diem rate for each subsequent hour of in-lieu service that year.
 4. In-lieu service may be assigned to unit members only in case of emergency or for Extended Day Activities if students enrolled in the period in question are not participating in the activity. Unit members may request in-lieu coverage only for emergency situations or for Extended Day Activities if students enrolled in the period in question are not participating in the activity. All in-lieu assignments must be approved by the site administrator or designee.
- 19.9 Unit members required to attend Individual Educational Plan (I.E.P.) meetings outside of their contractual workday (as identified in section 19.1.a.) shall be compensated according to the curriculum rate identified on #6 of Appendix A (currently \$41.79 per hour).

ARTICLE 20 - WORK YEAR

20.1 The work year for traditional full-time employees of this unit is one hundred eighty-four (184) workdays. The work assignment of individual members for these one hundred eighty-four (184) days shall be determined by the District.

2	School preparation days
180	Instructional days (*)
<u>2</u>	Grades K-12; report card preparation days
184	Workdays

(*) At the elementary level (K-6), nine days will be shortened for parent conferences.

- a. At least one of the two (2) school preparation days or equivalent of a full day will be used for individual preparation for work assignment.
- b. Grades K-12 - Report card preparation days will be used for preparation of student report cards and scheduling parent conferences.
- c. The school administration will not schedule required meetings which conflict with the full-day equivalent of classroom preparation time or report card days.
- d. Speech and Language pathologists shall work 194 days a year. The ten extra days shall be scheduled on the calendar with 5 days before the start of school and 5 days after the end of school and may be rescheduled at the member's discretion, with prior written approval from their Special Education administrator.

20.2 The Association and the District agree that they have a mutual interest in promoting effective staff development for unit members.

a. Definitions:

1. "Professional Development" shall be defined as any training or instruction delivered to a unit member by any method in an individual or a group setting which relates to, but is not limited to:
 - a. areas of District focus;
 - b. instructional methods or methodologies;
 - c. curriculum content, development or assessment;
 - d. delivery of a curriculum;
 - e. techniques or strategies related to the assignment of the unit member;
 - f. topics related to the educational profession; and
 - g. management of educational environments.

2. "Professional Development" shall not be defined as, or included in any:
 - a. staff, department, grade level, work group, or similar meeting related to the non-curricular operation of the school district; (Appendix GG)
 - b. adjunct duty;
 - c. calendar designated instructional workday, preparation day, or minimum day;
 - d. collaborative planning time;
 - e. preparation or release time;
 - f. meeting designed to plan or decide activities (i.e. school committee meetings).
3. For purposes of Professional Development, "day" shall be defined as 6 1/2 (six and one-half) hours of staff development activities.
 - a. Two optional professional development days shall be paid at the per diem rate of the unit member.
 - b. Professional Development shall occur outside of the seven and one quarter (7.25) hour workday and outside of the one hundred eighty-four (184) day work year. Professional Development days may include non-teaching and non-work days, or after school hours.
 - c. Each individual may select from an approved list of professional development offerings or develop his/her own program which must be approved by the Site Administrator and Director of Elementary or Secondary Education following the recommendations of the Professional Development Committees.
 - d. Effective July 1, 2015, Professional Development shall be submitted on a monthly time-sheet for a maximum of thirteen (13) hours annually.
 - e. For the 2016-2017 school year unit members may work one (1) additional day of professional development related to common core, which shall be paid at the per diem rate of the unit member.
- b. In order to plan jointly and implement this program, two professional development committees shall be formed.
 1. One committee shall be chaired by a designated District administrator who will serve all of the District's elementary schools and will have a composition of five teachers and five administrators including the chair.
 2. A second committee shall be chaired by a designated District administrator who will serve all of the District's middle and high school sites and will have a composition of five teachers and five administrators.

3. Certificated committee members shall be compensated for planning and meeting time at the curricular rate of pay.
- c. The District committees shall be responsible for:
1. planning and implementing professional development activities.
 2. approving activities offered by outside providers or school sites which meet committee-established guidelines. Examples of such outside activities could include the Bay Area Writing Project, Equals/Sequels, Language Links, etc. Decisions shall be made by consensus.
 3. developing and implementing an appropriate evaluation component for all professional development activities.
 4. developing procedures, forms, and guidelines for the implementation, documentation, and reporting of Professional Development Activities by unit members.
- d. Unit members, serving as presenters, who do not otherwise receive compensation for providing District-approved Professional Development classes shall be compensated at their per diem rate of pay. The presenters shall also be paid at their prorated per diem rate of pay for one (1) hour of preparation time for each two (2) hours of the presentation. To receive compensation, unit members providing the above services shall submit all timesheets to the Coordinator of Professional Development for approval.
- e. The District and Association agree to work cooperatively to promote both attendance and professional engagement in meaningful professional development.
- f. Unit members shall not be eligible for payment for professional development activities conducted on regular work days for which they have been released nor for activities for which they receive salary credit. College credit taken for salary advancement or coursework to meet credential requirements are excluded from this program. Activities undertaken to meet the 150-clock hour professional growth requirement for credential renewal may be accepted for professional development as described in this article.

20.3 Program Specialists/Special Education, Work Year/Day Parameters Effective July 1, 2018.

- a. Program Specialists shall work 194 days a year. The ten extra days shall be scheduled on the calendar with 5 days before the start of school and 5 days after the end of school and may be rescheduled at the member's discretion, with prior approval from their Special Education administrator.
- b. Workday: Program Specialists/Special Education shall work an 8 hour day, inclusive of a thirty minutes duty free lunch.

ARTICLE 21 - CLASS SIZE

21.1 Class sizes are guided by restrictions established by law. Each principal will arrange student enrollment in classes so it will provide the best educational opportunity possible for the student within the economic constraints of the District.

21.2 After a grace period of ten (10) days of student attendance from the beginning of the school year or the beginning of each semester for grades 7-12, individual class size shall not exceed the following maximums:

Kindergarten	32 students
Grades 1-3	32 students
Grades 4-6	34 students
Combination Classes	32 students
Specialists (such as P.E./ Music/Library/Art)	
Grades 1-3	40 students, including mainstreamed Special Day Class students
Grades 4-6	42 students, including mainstreamed Special Day Class students
Grades 7-12	170 students per day (except P.E./Music, Keyboarding)
Grades 7-9 / P.E.	45 students per class - 225 students per day
Grades 10-12 / P.E.	50 students per class - 225 students per day
Grades 7-12 / Music	Excluding band/choir, classes taught by an instructor shall average no more than 34 students per period
Grades 7-12 / Keyboarding	Excluding keyboarding, classes taught by an instructor shall average 34 students per period

21.3 Special Services

a. Individual caseload shall not exceed the following for more than twenty (20) days in any school year:

1. The Special Day Class (SDC) caseload maximum for programs serving students with learning, communication, and/or cognitive disabilities will be sixteen (16) for K-6 and seventeen (17) for 7-12 grade level programs.
2. a. Seriously Emotionally Disturbed (SED) caseload maximum will be twelve (12) for elementary and fourteen (14) for 6-8 and 9-12.
b. When caseload reaches eight (8) for elementary and ten (10) for 6-8 and 9-12, the unit member may initiate the Caseload/Class Size Resolution

Procedure. Except, elementary SED classes involved in the Program for Effective Relationships and Learning (PERL) Program shall be staffed with 12 hours of instructional assistance time daily at the start of the school year, for unit members in the PERL program for the entire year. Therefore, for the PERL Program, as class caseloads increase throughout the school year, additional instructional assistance time shall not be provided, unless specified by an individual student's Individual Educational Plan (IEP).

This is the Resolution Procedure:

- i. Unit member may write a letter to the Director of Special Education about the problem.
- ii. Within five (5) working days, the unit member and Director of Special Education will meet and determine the current class size/caseload. Possible solutions will be explored.
 - A. If an agreement is reached, it will be implemented within ten (10) working days. This solution may include, but not be restricted to, the removal of the student(s) from the class list/caseload or except for Elementary SED classes involved in the PERL Program, additional instructional assistant time.
 - B. If no agreement is reached, a class size committee will be formed. This committee will meet within ten (10) working days. The committee will be composed of two (2) special education teachers chosen by the unit member, one (1) F-SUTA representative, one (1) special education administrator, one (1) site administrator, and one (1) additional member appointed by the Assistant Superintendent of Human Resources. A decision shall be reached by consensus. The decision shall be implemented within ten (10) working days.
3. Caseload limits shall only be exceeded by two (2) at the K-6 and three (3) at the 7-12 program levels.
4. Preschool SDC class size will be no greater than eighteen (18) students per FTE preschool teacher.
5. Resource Specialist Program/Learning Center: Per Education Code - 28 students. Upon approval by both the RSP teacher and the District, the RSP caseload may be increased to a maximum of 32 students with application of the state-approved waiver process. Resource Specialist Program caseload includes responsibility for completion of mandated annual and three-year review IEPs. At sites with more than 1 FTE RSP teacher, "caseload" may be split with agreement by the staff members involved and the program

supervisor, so a staff member has an IEP assessment and paperwork caseload greater than 28, concurrent with reduced instructional contact. However, at no time may the combined “caseloads” at the site be greater than 28 students per FTE RSP teacher without application for a state-approved waiver.

Notwithstanding the education code limit on Resource Specialist caseload, elementary Resource Specialist teachers in a learning center shall have a caseload limit of 22 students. This reduced caseload is to ensure that the Resource Specialist/Learning Center teacher has the opportunity to consult and collaborate with other staff to address the needs of students and to provide in-class support in the general education classroom, as appropriate.

6. Designated Instructional Services: 55 District average caseload (Speech and Language, Adaptive P.E., Orientation and Mobility).
- b. Class size maximums will remain as of present or as defined by Code. Any variance in class size ratio due to the impact of legislation after the ratification of this agreement will be subject to negotiations.
- c. Effective July 1, 2015, class size overage will be tracked at \$20.00 per student, per day. See Appendix II for guidance on paying overages.

21.4 Special Education Learning Centers

- a. In a Learning Center setting, SDC students will be weighted at 1.75 per student and RSP students as one (1.0) per student when calculating *weighted case management* and *weighted instructional caseloads*.
- b. The *weighted case management caseload* shall not exceed 22 (twenty-two) per individual Learning Center teacher unless agreed to by the teacher.
- c. If in compliance with the site’s School Based Coordination Plan, students without IEPs may be included on a Learning Center teacher’s *weighted instructional caseload* for RSP level services. These students without IEPs shall count as one (1.0) on the Learning Center teacher’s *weighted instructional caseload*. At no time shall the *weighted instructional caseload* exceed 22 (twenty-two) when students without IEPs are included as part of that caseload.
- d. For the purpose of this Article 21.4, the following definitions apply:

Learning Center - One of a continuum of service delivery models available to Special Education students. A Learning Center is a setting where one or more Learning Center teachers jointly provide services to both SDC and RSP students who are assigned to general education classrooms for a period of time indicated on the students’ Individualized Educational Plan (IEP).

Weighted case management caseload - The students, weighted as per 21.4.a., for whom a Learning Center teacher has the responsibility for planning and writing Individual Educational Plans as well as monitoring the students’ progress toward

achievement of IEP goals and objectives through observation, collaboration and/or assessment.

21.5 Speech and Language Therapists / Pathologists

The Association and the District agree that it is the purpose and the intention to fill all open Speech and Language Therapist positions with qualified full-time and/or part-time unit members.

Caseload

- a. The District and the Association agree to a maximum caseload for Speech and Language Therapists. After a grace period of ten (10) days of student attendance, from the beginning of the school year or the beginning of each semester; for grades 7-12, individual caseloads shall not exceed the following maximums:
 1. Elementary and Secondary..... 55 maximum caseload
 2. Preschool..... 40 maximum caseload
- b. Speech and Language Therapist unit members whose caseload exceeds the maximum caseload shall be paid at the same rate already established for the other unit members who exceed class size limits.
- c. (Salary and Fringe Benefits - Article 22.1.f.) All qualifying Speech and Language Therapists who hold the Certificate of Clinical Competence in Speech – Language Pathology shall receive a yearly stipend of \$3,000. This stipend shall be retroactive to July 1, 2007. Payment of stipend upon ratification of the 2007-2008 Contract.
- d. Due to the current crisis in finding credentialed speech therapists, the Association and the District recognize that there may be a need to temporarily employ ancillary Speech and Language Therapists from other agencies until the requisite number of full-time Speech Therapist unit members can be employed. The District and the Association shall meet at least annually to determine the needs for such ancillary Speech and Language Therapists.
- e. The District shall first assign Speech and Language Therapists to no more than two (2) sites. If this assignment configuration proves inoperable, the next step shall be assigning ancillary Speech Therapists to alleviate the problem. If, after this adjustment, it is still not possible to assign Speech Therapists to no more than two (2) sites, their assignments to the increased sites shall be done in a fashion to create the least impact on the Speech Therapist’s caseload.
- f. Speech and Language Therapists assigned to multiple sites shall not be placed on the school site’s yard duty schedule due to I.E.P. meetings, travel time, and the flexibility needed to schedule services for students.
- g. The Association and District shall re-establish the Speech and Language Committee and shall meet at least quarterly to address the needs of Speech and Language therapists as listed below. The Association shall appoint three (3) unit members and

the District shall appoint three (3) administrators to the Speech and Language Committee.

The Committee shall begin meeting no later than October of each school year and report to the bargaining parties on an ongoing basis regarding:

1. Development, implementation and assessment of the Three-to-One Program.
2. Recruitment and retention of Speech and Language Therapists -- the Committee shall investigate the possibilities of the District acting alone or in a consortium, setting up a credentialing program and other incentives for current unit members and outside candidates to become Speech and Language Therapists.
3. Work site issues designed to improve the ability of therapists to deliver services and alleviate them from clerical tasks.
4. Explore ways to weight students for more effective services.
5. Other issues as deemed necessary by the Speech and Language Committee.

21.6 Caseload: Teachers Without Formal Enrollments

A teacher of a class without formal enrollments (e.g., K-6 music, P.E., and library) will be responsible during any given period for no more students than the maximum designated in Article 21.2 except with the teacher's consent.

21.7 Caseload: Workstations

The number of students enrolled in each class shall not exceed by more than five (5) the number of work stations in that class. The number of work stations in a class is exceeded if:

- a. The number of students exceeds the number of desks; or
- b. There is insufficient space or equipment to perform normal classroom activities.

For the 2015-2016, and 2016-2017 school years the number of students enrolled in each class shall not exceed by more than three (3) the number of work stations in that class.

21.8 Caseload Equalization

For the purpose of equalizing teaching loads, the following shall be implemented within twenty (20) teaching days at the beginning of each school year, or at the beginning of each semester for grades 7-12:

- a. Resource specialist program students in grades K-6 shall be divided equally at the beginning of the year among classes at any given grade level plus or minus one (1) student. Students receiving resource specialist services may be grouped in general education classes with annually renewed mutual agreement between

affected general education teachers and the Resource Specialist/Learning Center teacher with input from the prior school year's teacher, as appropriate, with subsequent approval of the site administrator.

- b. Resource specialist program students in grades 7-12 shall be divided equally among classes in any given subject area plus or minus one (1) student within the constraints of scheduling.

21.9 Six Fifths

Six fifths middle school and secondary school additional periods shall be modified to allow permanent teachers with five years of teaching experience to voluntarily teach six (6) periods per day during either the first or the second semester, but not both, with a maximum of 204 student contacts (except P.E., music, and keyboarding). Sixth periods shall be offered to appropriately credentialed unit members in order of seniority.

Unit members shall be compensated at 130% of their normal salary for the duration of their six (6) period assignment. During the alternate semester, the unit member shall teach a normal schedule of five (5) periods and be compensated at 100% of their normal salary. This program shall be limited to four (4) teachers per school site and eleven (11) periods per teacher per school year.

21.10 Academic Support Teachers and Curriculum and Instruction Coaches K-12

Provisions for the Academic Support Teachers and the Curriculum and Instruction Coaches K-12 positions are as follows:

a. Academic Support Teacher

1. The Academic Support Teacher shall not report, orally or put in writing any observations from unit members' classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Academic Support Teacher shall be given directly to the unit member who was assisted by the Academic Support Teacher. No electronic, written, or oral communications shall be given to District and/or site administrators concerning working with unit members.
2. The Academic Support Teacher shall only assist classroom teachers who volunteer for assistance.
3. The Academic Support Teacher shall prioritize time to first assist interns or any temporary unit members who request assistance from Academic Support Teachers.
4. The Academic Support Teacher who chooses not to continue in this position after one year shall have the right to select from available open positions based on District seniority.

- b. Provisions for the Curriculum and Instruction Coaches K-12 positions are listed in Appendix Q.

ARTICLE 22 - SALARY AND FRINGE BENEFITS

22.1 Salary/Wages

- a. Beginning July 1, 2018 the District shall place the sum of \$1,400.00 in each cell of the Fairfield-Suisun Unified Teachers Association Salary Schedule (Appendix A), not including the longevity increment cells. The Master's Degree Award will be \$1,621. The Doctoral Award will be \$1,836.

This amount is considered an ongoing increase to the salary schedule. This modification further impacts the rates on the Extended Activity Salary Schedule (Appendix D), the Department Chairperson Salary Schedule (Appendix E.), and the rates as identified on Appendix A for Curriculum, In-Lieu, Intersession/Intervention, Summer School, and Home Teaching pay.

The Permit Teacher Salary Schedule (Appendix B), Adult School Hourly Teacher Salary Schedule (Appendix C) will be increased, in each cell, by the equivalent hourly percentage of 1.57%, which results in an approximate 1.93% increase with statutory benefits.

- b. Salaries for Department Chairperson and Extended Day Activities and for any other salary schedules shall be based upon Column 1, Step 1 of the current Teachers Salary Schedule (Appendix D and Appendix E).
- c. National Board Certification.
 - 1. Unit members who receive and maintain National Board Certification shall be paid an annual stipend equivalent to the Masters Degree stipend.
 - 2. The stipend shall be paid effective on the date on which the teacher attains the certification, pro-rated for a partial year where applicable.
 - 3. This stipend shall be paid in addition to any other stipend or salary credit provided for degree and/or training credit (as provided in Article 22.4 through Article 22.10 inclusive).
- d. All qualifying speech and language therapists who hold proper credential authorizations shall receive a yearly stipend of \$3,000.
- e. The mileage reimbursement for itinerant unit members' travel in performance of their duties will be at the current allowable IRS rate.
- f. Extended Day Assignments (to include Department Chairs)

Payments are twice a year; first payment November 30 and second payment April 30. Listing to include names, assignments, and payment amount is due in the Human Resources Office October 15 and March 15 of each year. Listing will require Human

Resources Office approval and forwarding by Human Resources to Payroll by November 1 and April 1. Extended day assignment sheets (time sheets) reporting work that has been performed and that have been signed by the employee and site administrator are due in Payroll by November 1 and April 1. Extended day assignment sheets should include a statement of the duties performed. All positions will be paid according to the Extended Day Activities Salary Schedule.

- g. Unit members who have provided twenty (20+) plus full years of service at the end of June 30, 2016, to the Fairfield-Suisun Unified School District shall be provided a one (1%) percent longevity increase. This longevity increment will be initiated on July 1, 2016, for the 2016-2017 school year, be included on the salary schedule, based on the salary schedule, and will be included in the defined benefit for the unit member. This longevity increment is intended to be an ongoing benefit to unit members. The longevity increment will be paid in two installments, one in November, and one in May as long as this is legally compliant with having these dollars as being within the defined benefit system through the State Teachers Retirement System.

22.2 Fringe Benefits

a. Medical Coverage

The parties have elected to participate in the CalPERS Health Program for the provision of medical benefits to eligible bargaining unit members and retirees. The parties understand and agree that during the term of any contract with CalPERS the parties shall be bound by the rules and regulations governing that program, notwithstanding anything in the contract between the parties to the contrary.

Effective July 1, 2001 the District will contribute to a Section 125 Plan for each **eligible employee as follows:

Employee only (1 party)	Up to but not to exceed a
Employee + 1 (2 party)	maximum of \$750 per
Employee + family	employee, per month effective January 1, 2018

Of the above amounts, \$16 will be allotted specifically for Health premiums and will be forfeited if benefits are not purchased through CalPERS.

Any amount not expended on benefits will not accrue to the employee.

**An eligible employee is one who meets the CalPERS criteria, which is currently (as of January 1, 2000) an assignment of fifty percent (50%) or more. Such benefits shall be prorated based upon full-time equivalency of the District contribution rate.

Any employee selecting a CalPERS plan that exceeds the District's contribution to the Section 125 Plan will have a deduction from his/her paycheck to cover such additional amount.

1. Duration of Benefits

- i. Unit members who work 75% or more of any work year are entitled to and shall receive twelve (12) months of fringe benefits (medical and/or in-lieu payments, life, dental and vision) per year, as outlined herein.
- ii. Unit members' effective date of coverage of fringe benefits shall be dependent upon their hire date:
 1. If hired on the first day or any day through the fifteenth day of a month, the effective date of fringe benefit coverage shall be the first day of the next month following the hire date.
 2. If hired on the sixteenth day or any day through the thirty-first day of a month, the effective date of fringe benefit coverage shall be the first day of the second month following the hire date.
 3. Unit members who add or remove dependents and/or domestic partners; or who add or remove coverage for themselves, dependents and/or domestic partners shall have these changes take effect the first date required by law and or in accordance with the requirements of the fringe benefit plan coverage to be changed, whichever is controlling.
- iii. Unit members who are employed during a school year and continuing employment into the subsequent school year shall be eligible for and shall receive fringe benefits, as outlined herein, through and including the first day of October of the next school year.
- iv. Unit members whose employment ends prior to the close of a school year, not meeting the requirement of having worked 75% or more shall receive fringe benefits through and including the first day of the second month following the last month of employment.
- v. Separating from Employment (unit members enrolled in CalPERS medical plan only).

Unit members enrolled in the CalPERS medical plans for medical coverage and/or receiving In-lieu payments for medical coverage and who separate from employment at the close of the school year shall receive the benefits as outlined herein for twelve (12) months.

1. Retirees: Unit members retiring from the District at the close of the school year and, who do not meet the requirements for retiree benefits, as outlined in Article 22.3.b.(1-3) and who wish to continue coverage in a CalPERS medical plan, may enroll for such coverage as a

retiree, with CalPERS at their expense (less the amount, if any, required of the District by CalPERS), but shall be paid by the District a dollar amount equivalent to what would have been paid to them under provisions of this Agreement for the remaining portion of a twelve (12) month period of coverage.

2. Retirees: Retirees eligible for coverage as outlined in the provisions of Article 22.3.b. (1-3), *Benefits for Retirees* shall continue to be enrolled by the District in the CalPERS medical plan with a *status change* to “retiree” from “active,” in accordance with the provisions of this subsection of the Agreement.

3. Other CalPERS Unit Members Separating from Employment: Other Unit members separating from employment with the District at the close of the school year, who are not retiring, but were enrolled in a CalPERS medical plan shall have their coverage in the medical plan end, effective the first of the second month following the date of separation. The District shall pay the unit member a dollar amount equivalent to what would have been paid to them under provisions of this Agreement for the remaining portion of a twelve (12) month period of coverage.

vi. Separating from Employment (in-lieu payments, life, dental and vision coverage): All Unit members separating from employment at the close of the school year shall receive the In-lieu payments, life, dental and vision benefits as outlined herein for the remaining portion of a twelve (12) month period of coverage.

vii. COBRA Notification: The District shall send a COBRA notice for continuation coverage to any unit member who has a *Qualifying Event* in accordance with the provisions of law and relevant regulations.

b. Dental Coverage

The District agrees to contribute the amount necessary for the following coverage to be provided by the Delta Dental Plan.

1. One hundred percent (100%) dental coverage for employee and dependents.
2. Crowns and cast restorations up to one hundred percent (100%).
3. Yearly maximum of one thousand five hundred dollars (\$1,500).
4. No waiting periods on prosthodontics and orthodontics.

c. Life Insurance

The District will provide life insurance for each unit member working twenty (20) hours or more per week. The District will determine the carrier and shall have the freedom to change carriers or become self-insured.

The current life insurance benefit is as follows: Participant's age on date of death:

- under 70 - \$30,000
- 70 and over - \$15,000

This benefit shall be paid to the beneficiary as designated by the unit member.

Should the District exercise the right to change carriers or become self-insured, any changes to the benefit levels shall be negotiated.

d. Vision Insurance

Vision insurance coverage effective July 1, 2007, with the initial enrollment to be completed by June 30, 2007. Vision insurance shall be the same plan as the District currently provides to other District employee bargaining units.

e. Cash Payment In Lieu of Benefits

1. In lieu of medical coverage and upon proof of other medical coverage, each employee eligible for fringe benefits under this agreement may elect under the District Section 125 Flexible Benefit Plan to have two hundred thirty-three (\$233) paid to him/her as a taxable cash benefit. The employee may also elect to have this taxable cash benefit pay for other 125 Plan options or be invested in a tax-sheltered annuity of his/her choice, after withholding Medicare contributions, if applicable to the employee.

2. An employee may choose to have \$75.00 per month paid to him/her on his/her salary warrant as a taxable cash benefit provided they are enrolled in the CalPERS plan under the "employee only" coverage. This taxable cash benefit may be invested in a tax-sheltered annuity of the employee's choice, after withholding Medicare contributions, if applicable.

f. Fringe benefits under 22.2 shall be available to part-time employees on a pro rata basis (see Article 26.6 - Part-Time Contracts).

22.3 Benefits for Retirees

a. The District will pay one-half (1/2) the cost for vision insurance, one-half (1/2) the cost for the District's current HMO's for medical/hospital insurance for each retired employee and one-half (1/2) the cost for dental insurance for each retired employee and dependents from the date of retirement to age sixty-five (65) or for one hundred twenty (120) consecutive months, whichever period is shorter.

1. All eligible retirees shall also become members of CalPERS for the provisions of retiree medical benefits. For eligible retirees the District shall contribute one dollar (\$1.00) for CalPERS.
- b. To become eligible for these continuing benefits at the active member group rates, the following requirements must be met by the employee at the time of retirement:
 1. Employed in the District fifteen (15) years;
 2. Fifty-five (55) years of age or older; and
 3. Continue insurance coverage in the same plans chosen during the last year of employment, except when the District discontinues that particular coverage or the retiree moves out of the appropriate geographical area. In this case, the retiree may choose from existing insurance carriers during the appropriate open enrollment period.
 4. Unit members who do not meet the service requirement of fifteen (15) years employed in the District as stated in section 22.3.b.1, shall be permitted to purchase medical, dental, and vision benefits at the active group rates. In order to exercise this option, the retired unit member must pay such premiums at least thirty (30) days in advance to the District. Failure to make such payments will result in cancellation of the insurance benefits.
- c. Retired employees who become eligible for Medicare must shift to a plan which is designed to complement the coverage of the Medicare system.
- d. After age sixty-five (65), the employee may elect to continue benefits by paying the total premium according to procedures established by the District. Continuance of such benefits shall be dependent upon the benefits being provided by the insurance carrier.
- e. Retirees must complete a re-registration form each year during the month of June in order to remain eligible for continued medical benefits.
- f. The retiree may continue the current group coverage for his/her dependents provided the retiree pays all costs of the current premiums in advance monthly and provided the carrier(s) of the District plan(s) so allow.
- g. If a retiree chooses the early retirement consultant plan, he/she will not receive medical/dental benefits as designated in Article 22.3.a., but will be eligible upon termination of the consultant plan.
- h. Retired employees of the Fairfield-Suisun Unified School District shall be compensated at the rate of \$175.00 per day for substituting.

22.4 Initial Placement on the Salary Schedule

- a. Requirements for placement on the salary schedule at the time of employment are:
Column 01: BA degree and current California credential.

- Column 02: BA degree and current California credential plus fifteen (15) semester units of upper division/graduate work undertaken after the BA degree is awarded.
- Column 03: BA degree, current California credential, and thirty (30) semester units of upper division/graduate work undertaken after the BA degree is awarded.
- Column 04: BA degree, current California credential, and forty-five (45) semester units of upper division/graduate work undertaken after the BA degree is awarded; or a current California credential, a master's degree and five (5) semester units of upper division/ graduate work undertaken after the master's degree is awarded.
- Column 05: BA degree, current California credential, and sixty (60) semester units of upper division/graduate work undertaken after the BA degree is awarded; or a current California credential, a master's degree and twenty (20) semester units of upper division/graduate work undertaken after the master's degree is awarded.
- Column 06: BA degree, current California credential, and seventy-five (75) semester units of upper division/graduate work undertaken after the BA degree is awarded; or a current California credential, a master's degree and thirty-five (35) semester units of upper division/graduate work undertaken after the master's degree is awarded.

- b. No employee new to the District shall be placed on the salary schedule above Step 14, Column 06.
- c. A new employee shall be given one (1) year of experience credit for each full year of experience or for any year including seventy-five percent (75%) or more of the school year in elementary or secondary public schools of California, another state or in an accredited private school in grades K-12. Those certificated personnel from another California school district transferring within the same school year to Fairfield-Suisun Unified School District, being employed for seventy-five percent (75%) or more of the year, in any combination shall be given one (1) full year of experience credit. No experience credit shall be given for practice teaching, military service or summer school.
- d. Employees working less than a full day or full year shall be placed on the salary schedule on the basis of training and experience.
 - 1. For employees working less than a full year, salary shall be based on the number of days working as a percent of the full work year.
 - 2. For elementary teachers working less than a full day, salary shall be based on the number of teaching minutes as a percent of three hundred ten (310).

3. For secondary teachers working less than a full day, salary shall be based on the number of teaching periods as a percent of five (5).
- e. Nurses employed by the District shall be given one (1) year of experience credit for each year of full-time professional experience in nursing in health departments, hospitals, verifiable doctor's office experience, or other institutions requiring work similar to that for which employed.
- f. Speech and language specialists employed by the District shall be given one (1) year of experience credit for each year of verifiable hospital/clinic or private experience that required work similar to that for which they are employed by the District.
- g. Persons who terminate their employment with Fairfield-Suisun Unified School District and are reemployed within thirty-nine (39) months shall be given credit for prior years of experience in the District. Certificated unit members who are laid off by the Fairfield-Suisun Unified School District and are re-hired within a thirty-nine (39) month period will be given credit for prior years of experience in the District and up to three (3) years teaching experience for salary and step placement if they present verification that they were employed for that period of time by another school district.
- h. Teachers employed in ROP or vocational programs on the basis of a Designated Subjects/Vocational Credential issued for vocational skill and experience rather than academic training shall be placed on Column 03 if the credential is partial/preliminary (academic requirements not completed or equivalent), on Column 04 if it is issued for life. Experience credit may be given for up to seven (7) years of work in the specific field exclusive of experience required for the credential.

22.5 Advancement on the Salary Schedule

a. Service

Employees will be advanced one (1) step for each year of service to Step 24.

b. Training

1. Upper division/graduate units of college or university work must be in the general field of education and applicable to the teaching profession.
2. If the District approves course work to be taken during the workday, the unit member shall, at his/her option, receive course credit or District subsidy (i.e.; substitute and/or registration/conference costs).
3. Salary credit shall be granted for approved course work taken outside the unit member's workday; such course work may be subsidized by the District.

4. Fees for course work recommended by the District shall be paid by the District; the unit member shall receive any available college or university credit toward advancement on the salary schedule.
5. Course work must be approved in advance to receive credit; course work may be denied if advance approval is not obtained.
6. Employees must receive a grade of “C” or better or pass/credit to receive credit.
7. Credit may also be given for the following:
 - a. Six (6) semester units of lower division courses may be approved each school year for salary credit providing the units are approved in advance by the Assistant Superintendent/Human Resources. Additional units may be approved providing the unit member is pursuing another supplementary authorization or pursuing another type of teaching credential.
 - b. Two (2) units of salary credit for travel or work study may be considered on a one-time basis by the Assistant Superintendent/Human Resources in lieu of university or college study.
 - c. Salary credit units shall be granted when unit members serve at the request of the District administration on a District curriculum committee. Such hours shall be outside the employee’s workday. Participation must be verified by the administrator responsible for the committee and the Assistant Superintendent/Educational Services.
 - d. District-approved classes and workshops may be accepted for salary credit if such classes meet the priority needs of the District. Such hours shall be outside the employee’s workday. Prior approval must be obtained on the appropriate form from the Assistant Superintendent/Human Resources. District classes are defined as District-sponsored classes or inservices usually presented by District employees (such as mentors, teacher inservices, adult school computer classes, etc.). Employees will not receive credit for repeated classes or inservices, except employees requesting for recertification (i.e., CPR).
8. The Human Resources Office will notify Payroll of individuals who have proof of completion of course work for salary advancement on file in the Human Resources Office. Advancement for units submitted on or before the 15th of any month shall be reflected on the next regular month’s pay with no retroactive payment. Advancement for units submitted after the 15th of any month shall be reflected on the following month’s pay with no retroactive payment. Advancement for units submitted after the last paycheck in any unit member’s pay cycle on or before the 15th of the month of their new pay cycle shall be reflected on the first pay check of the new pay cycle with no retroactive payment.

9. An employee may appeal rejection of units to the Unit Review Committee.
 - a. The committee shall consist of three (3) certificated employees appointed by the Association, two (2) administrators selected by the Fairfield-Suisun Administrators Association, one (1) central office administrator, other than a Human Resources administrator, selected by the Superintendent, and one (1) Governing Board member.
 - b. The committee shall recommend decisions on appeals to the Superintendent.
10. An employee working seventy-five percent (75%) or more of the year shall be credited with one (1) year of service.
11. The District will not reevaluate any unit for which it has given credit prior to the adoption of this Contract.

22.6 Professional Growth

- a. On a voluntary basis, mentor teachers or former mentor teachers may serve as Professional Growth Advisors. The District shall designate certificated administrators to serve as Professional Growth Advisors. A list of these advisors including work location shall be published by the District annually.

The responsibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan of a credential holder who is subject to the provision of this article (hereinafter referred to as "credential holder") comply with pertinent Education Code, Administrative Code Title V Sections, and the California Professional Growth Manual. A credential holder's evaluating administrator may not act as that candidate's advisor.

- b. If a credential holder believes that his/her advisor has taken an adverse action that he/she considers to be unfair, arbitrary or contrary to the terms of the Education Code, the credential holder may seek another advisor or appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.

Advisors may decline advising specific candidates with a reason given in writing upon request.

- c. Professional Growth Activities shall include, but not be limited to, course work, District committees and District classes/workshops approved according to the provisions of Article 22.5.b.
 1. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity including preparation time spent if a presenter of the course. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each

trimester unit or the actual number of class/lab hours required, whichever is greater.

- d. Credit for advancement on the salary schedule shall be earned by credential holders for Professional Growth Activities. Fifteen (15) clock hours of completed work shall be considered the equivalent of one semester unit. For each fifteen (15) clock hours of completed professional growth activities, advancement on the salary schedule shall take place as though one (1) semester unit of college credit had been earned.
- e. Nothing in the Professional Growth Requirements or procedures thereof shall impact, on a part of, or modify the performance evaluation.
- f. It will be the responsibility of the credential holder to meet all deadline dates for completion of his/her Professional Growth requirements.
- g. An advisor shall complete and return to the credential holder certification of initial plan, initialing any revisions or verifications of completion within ten (10) work days of submission to the advisor. If an advisor finds that he/she cannot certify an initial plan, initial a modification or verify completion, the advisor shall notify the credential holder of the reason(s) within ten (10) work days of submission.
- h. All conferences between credential holders and Professional Growth Advisors shall be during the unit member's workday, unless agreed to by the unit member

22.7 Extended Day Activities

- a. Extended day activities are defined as those educational functions which are to be performed outside the 7.25 hour workday, and must be completed before or after the duty day. Extended day activities will be reviewed and approved by the District and Association on a yearly basis.
- b. Paid extra-curricular duty assignments will be limited to those duties listed on the Extended Day Activities Salary Schedule and paid according to the Extended Day Activities Salary Schedule. With prior administrative approval, unit members may agree to share salaries and duties.
- c. Extended day activities will be advertised for at least five (5) days before the position is filled. If no applicants are chosen at the primary site or within the District, applicants may be accepted from outside the District. Rejected applicants may request a written explanation regarding their non-selection and that request shall be honored.
- d. Each site will make available a roster of all extended day activities and the amount of supplementary salary each is being awarded.
- e. F-SUTA and the District also agree to form a committee with equal representation to consider additions to the extended day activity list. Priority consideration will be given to proposals which are currently being implemented in the District.

22.8 Extended Work Year

- a. Positions requiring an extended work year up to twenty (20) additional work days will be paid at the unit member's per diem rate and at the per diem hourly rate if the work day exceeds 7 1/4 (seven and one-fourth) hours.
- b. High school counselors may work up to an additional ten (10) school days and high school Special Education Chairs up to two (2) days on a mutually-agreeable work calendar established through consultation with the unit member's immediate supervisor. These work days will be paid at the unit member's per diem rate.
- c. Middle, continuation, and elementary school counselors may work up to an additional six (6) days on a mutually-agreeable work calendar established through consultation with the unit member's immediate supervisor. These work days will be paid at the unit member's per diem rate.
- d. Nurses, librarians, Work Experience Specialists, and ROC/P Coordinators or other staff members may work additional days beyond their regularly scheduled work year. Such days must be approved in advance by the unit member's site administrator and by the Assistant Superintendent/Human Resources. These workdays shall be paid at the unit member's per diem rate.
- e. Any unit member who extends his/her work year will accrue sick leave based on the total number of hours worked.

22.9 Special Education Certificated Staff

The form included as Appendix P will be utilized to describe the conditions under which a special education certificated staff member, by mutual consent between the staff member and the Special Education administration, will work beyond his/her contractual day to assist a colleague with IEP-related activities.

22.10 Off-Track/Outside Work Year Substitute Rate for Active Unit Members and Retired Employee Substitute Rate

- a. The Fairfield-Suisun Unified Teachers Association and Fairfield-Suisun School District mutually agree that unit members who substitute during the off-track and/or outside of their required work year shall be compensated at the rate of \$175.00 per day for substituting.
- b. Retired employees of the Fairfield-Suisun Unified School District shall be compensated at the rate of \$201.34 per day for substituting, effective July 1, 2016.

ARTICLE 23 - LEAVES

23.1 Sick Leave

- a. Full-time certificated members of this unit shall be credited with ten (10) days of sick leave at the beginning of each work year. New employees employed for less than the full work year shall receive credit based on the remaining months left in the work year.
- b. Certificated personnel under contract for fewer than five (5) days per week during the entire school year shall receive pro rata sick leave based on the hours worked in comparison to the full-time equivalent classroom teacher.
- c. Certificated personnel under contract for less than a full day during the entire school year shall receive pro rata sick leave based on the hours worked in comparison to the full-time equivalent classroom teacher.
- d. The Superintendent or the Assistant Superintendent/Human Resources may require proof of illness, accident, or quarantine as provided by law. If such proof requires any additional expense to the employee, the District shall pay that expense upon presentation of proof.
- e. When possible, medical or dental appointments should be scheduled outside the workday, however, when necessary during work hours, and in accordance with 19.1.c. and 19.1.d., sick leave shall be charged as per section 23.1.f. below.
- f. Except for leave utilized under section 23.4, leave shall be charged in increments of one hour and always rounded up to the highest hour.

23.2 Extended Leave of Absence Due to Illness or Injury

When a unit member is absent because of illness or injury for a period of five (5) school months or less, he/she is entitled to full salary for the number of days of sick leave they have accumulated. When accumulated days of sick leave have been used, the employee shall receive the amount of the differential pay or sixty percent (60%) of the employee's daily rate of pay, whichever is greater. Differential pay shall be the difference between the employee's daily rate of pay and that of a regular day-to-day substitute. The differential pay shall commence when an employee has exhausted accumulated sick leave and shall continue for five (5) months.

23.3 Catastrophic Leave Bank

- a. Creation
 1. The Association and the District agree to create the Catastrophic Leave Bank effective July 1, 1993. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section b. below.

2. Days in the Catastrophic Leave Bank shall accumulate from year to year.
3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
4. The F-SUTA Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the President of the Association.

b. Eligibility and Contributions

1. All unit members on active duty with the District are eligible to contribute to the F-SUTA Catastrophic Leave Bank.
2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of thirty (30) days after joining the Bank before becoming eligible to withdraw from the Bank.
4. The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until cancelled by the unit member.
5. Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
6. Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.
7. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.
 - a. An additional day of contribution will be required of participants if the number of days in the Bank falls below five hundred (500) days. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at

the time of the assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.

- b. If the number of days in the Bank at the beginning of a school year exceeds fifteen hundred (1,500) days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one (1) day to the Bank.
8. Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
 9. By October 31 of each school year, the total contribution of participating unit members will be placed in the Catastrophic Leave Bank.
- c. Withdrawal From the Bank
1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days or incapacitates a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. Thus, a participant who used the Bank after exhaustion of sick leave for twenty-five (25) days to care for his wife who dies of cancer and, after returning to work, suffers a heart attack shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.
 2. Participants must use all sick leave (but not differential leave) as defined in Article 23.1 available to them before eligible for a withdrawal from the Bank.
 3. Participants who have exhausted sick leave but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged forty percent (40%) of the day.
 4. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals, within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.

5. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
7. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 13 below.
9. Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave, and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, the Bank will not be charged days or, if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank but, upon settlement of the claim, the Bank shall be reimbursed the appropriate number of days by the District.
10. When the Committee may reasonably presume that the applicant for a draw may be eligible for a disability award or a retirement under STRS or, if applicable, Social Security, the Committee may request that the applicant apply for disability or retirement. Failure of the applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify him/her for further Catastrophic Leave Bank payments. Any requests for

additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or the entitlement to the Catastrophic Leave Bank shall cease.

11. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal or an extension of withdrawal because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
12. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Sections 2.3 and 3.4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 3) and had ten (10) days of accumulated sick leave when the illness began (Section 4), he/she shall begin withdrawing upon the eleventh (11th) duty day if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
13. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

d. Administration of the Bank

1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank by receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.
2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this article.

3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
5. By November 5 of each school year, the District shall notify the Committee of the following:
 - a. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - b. The number of days contributed by unit members for the current year.
 - c. The names of participating unit members.
 - d. The number of days contributed by people returning from leaves or new to the District.
 - e. The total number of days available in the Bank.
6. By the tenth (10th) day of each calendar month after November 5, the District shall notify the Committee of the following:
 - a. The names of any additional unit members who have joined in accordance with Section b.
 - b. The names of any unit members who have cancelled participation in accordance with Section b.
 - c. The total number of days in the Bank at the beginning of the previous month.
 - d. The total number of days added to the Bank by new participants or people returning from leaves.
 - e. The total number of days awarded during the previous month and to whom they were awarded.
 - f. The total number of days remaining in the Bank on the last day of the month.
7. Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately submitted to Binding Arbitration without the need to follow earlier steps of the grievance procedure as per Article 9.
8. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately.

23.4 Personal Necessity Leave

- a. Sick leave may be used by an employee in cases of personal necessity. Leave over two (2) days in duration will require the prior approval of the Assistant Superintendent/Human Resources or his/her designee.
- b. “Personal necessity” means circumstances that are serious in nature to the employee and that the employee cannot reasonably be expected to disregard, that necessitates immediate attention, that cannot be taken care of after work hours or on weekends.
- c. Such leave shall not be taken for recreational travel, to engage in other employment, or to participate in Association-related political activities, demonstrations, or causes.
- d. Abuse of the above guidelines will result in a letter of reprimand in the discipline process and loss of pay.
- e. Employees may take personal necessity leave in half-day increments.

23.5 Sabbatical Leave

- a. The Board may grant a sabbatical leave to unit members upon request.
- b. In order to be eligible for sabbatical leave, a person shall have been employed by the District continuously for at least ten (10) years. The application for sabbatical leave must be made by February 1 preceding the year the leave is desired.
- c. The person granted sabbatical leave will be paid in twelve (12) equal payments. The rate of pay for a person with ten (10) or more years of employment in the Fairfield-Suisun Unified School District will be one-half (1/2) of his/her current annual salary.
- d. Persons on sabbatical leave will be given one year’s credit on the salary schedule and will receive fringe benefits which are granted to other full-time certificated employees of the District.
- e. The unit member must submit a planned program of travel or study to be undertaken during the leave.
- f. A unit member taking sabbatical leave is required to serve at least two (2) years in the Fairfield-Suisun Unified School District after taking sabbatical leave. Failure to complete this requirement will require the employee to return the amount of money paid by the District to the employee during the sabbatical leave.

23.6 Parental Leave

- a. Parental leave shall be defined as benefits provided for by Section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.
 1. Differential pay will be provided as stipulated in Article 23.6.a. above, for a maximum of sixty (60) consecutive work days, to commence no sooner than forty (40) work days prior to the anticipated first day of disability.
 2. Differential pay to natural fathers may commence any date within one (1) year of the child's birth and extend for a maximum of sixty (60) consecutive work days.
 3. Differential pay granted in the case of adoption may commence on the day the child is placed in the home and extend for a maximum of sixty (60) consecutive work days.
- b. During the differential pay period, the unit member shall receive the amount of differential pay or sixty percent (60%) of the employee's daily rate of pay, whichever is greater. Differential pay shall be the difference between the employee's daily rate of pay and that of a regular day-to-day substitute. The employee shall submit, in writing, one of the following before his/her parental leave has expired:
 1. Request to return to duties for the remainder of the current contract.
 2. Request to take an unpaid leave for the remainder of the school year.
 3. Resignation from the District effective at the end of the school year.
- c. A leave of absence shall be granted to a unit member for the purpose of raising his/her natural or adopted child. Such leave shall normally not exceed twelve (12) months. Up to an additional twelve (12) months may be granted upon request. The District and the unit member may agree to extend the period of the leave beyond the twelve (12) months in order that the return date shall coincide with normal school breaks.

23.7 Industrial Accident or Illness Leave

Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave. Claims must be approved by the District's insurance carrier to qualify under this section. Accident or illness leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the employee's full salary for the month. Industrial accident and illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under the Worker's Compensation. When an industrial accident or illness leave occurs at a time when the

leave will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or accident occurred for the same illness or injury.

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 will be used. If, however, the employee continues to receive temporary disability indemnity under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, the employee may elect to take as much of the employee's accumulated and available sick leave which, when added to the Worker's Compensation award, results in a payment of not more than the employee's regular salary.

An employee requesting industrial accident and illness leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this article.

Upon complying with District medical release requirements and receiving District authorization to return to work, an employee on industrial accident or illness leave shall be reinstated to the same position when the accident or illness occurred without loss of status or benefits.

A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. The District, at its cost, may request another medical opinion.

23.8 Jury Duty and Witness Duty

a. Jury Duty

An employee shall be granted a leave of absence without loss of pay when regularly called for jury duty in the manner provided by law. Upon completion of jury service, the employee shall provide to his/her site administrator or designee a copy of the official court documentation indicating attendance at jury service, upon request. Fees received as a juror, exclusive of transportation, food, and lodging expenses, shall be reimbursed to the District.

b. Witness Duty

An employee shall be granted a leave of absence without loss of pay not to exceed five (5) days in any school year when directed to appear as a witness in court other than as a litigant. The employee shall include the subpoena with the application directed to the Assistant Superintendent/Human Resources. The employee shall make payment to the District the fees for services to the court as a witness, exclusive of transportation, food, and lodging expenses.

c. Litigants

Litigants may use Personal Necessity Leave.

23.9 Bereavement Leave

- a. A unit member shall be granted bereavement leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this article. Five (5) days bereavement leave shall be granted to any unit member for the death of a current spouse, registered domestic partner, mother, father or child.
- b. Death of other immediate family members shall be for three (3) days, unless travel of more than two hundred (200) miles is required, in such case, the length of the leave shall be five (5) days.
- c. Under special circumstances, up to ten (10) days additional bereavement leave may be granted by the Assistant Superintendent/Human Resources. If additional time is needed, personal necessity leave may be used.
- d. Immediate family shall be defined as follows: mother, mother-in-law, stepmother, father, father-in-law, stepfather, spouse, registered domestic partner, son, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, foster child, grandparent, grandchild, legal guardian or ward, niece, nephew, aunt or uncle, or first cousin of the unit member or spouse, or any person living in the immediate household of the unit member.
- e. Leave may be granted to the unit member by the Assistant Superintendent/Human Resources for any individual not listed herein.

23.10 Advanced Study Leave

Upon the recommendation of the Superintendent, the Board may grant a year's leave of absence without pay to members of this unit for advanced study in their major or minor fields to improve their competency in current teaching assignments or to obtain competencies in other fields of education.

23.11 Personal Leave

Upon the recommendation of the Superintendent, the Board may grant a year's leave for personal reasons without pay or fringe benefits to members of the unit who have obtained tenure.

23.12 President Release Time

a. Release Time and Reimbursement

The Association and the District shall provide one hundred percent (100%) of 1.0 FTE release time for the Association President during the school year.

The Association shall reimburse the District for the one hundred percent (100%) release time as follows:

1. Forty percent (40%) of all salary and benefits as per Step 1, Column 1 of the salary schedule in Appendix A if a replacement employee is required.
2. Sixty percent (60%) of all salary and benefits actually paid to the Association President in accordance with California Education Code Section 44087.

The District will submit an invoice to the Association approximately five (5) days after the end of each monthly payroll period. The Association will pay the invoice within approximately thirty (30) days after receipt. The billing will be in ten equal installments beginning with the last September pay period.

If the Association President was employed as less than 1.0 FTE in the year of their service as President, the first forty percent (40%) of reimbursement shall be at the replacement teacher costs as described in number 1 above.

b. Additional Criteria

1. The position shall be filled by a temporary employee.
2. Upon completion of his/her term of office, the Association President shall return to his/her prior school site and/or department.

23.13 Professional Leave for Association Business

The District will provide a total of fifty (50) days leave for Association officers and committee members to conduct Association business. The assignment of these days will be at the discretion of the President. The Association agrees to pay the cost. The Association president shall designate these leave days by providing at least two (2) working days' advance notice to the Human Resources Department, except in case of emergency where less than two (2) working days' notice is not possible, in which case as much advance notice as is possible will be provided. In the event of a scheduling conflict which makes it inconvenient for a particular teacher to be released on a particular day, the parties agree to work cooperatively together to identify an alternative.

23.14 Leave Rights

Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, retirement, and salary schedule credit in the same amount as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense upon reimbursement to the District.

23.15 Professional Development Leave

- a. The Board may grant an unpaid leave for professional growth for a unit member to pursue other professionally-related employment opportunities.

- b. In order to be eligible for Professional Development Leave, a unit member shall have been employed by the District continuously for at least ten (10) years. The application for Professional Development Leave must be made by April 1 preceding the year the leave is desired.
- c. A unit member on Professional Development Leave will receive one (1) year of credit on the salary schedule for each year of the leave.
- d. A unit member on Professional Development Leave will receive one (1) year of seniority credit for each year of the leave.
- e. The unit member must submit a planned program of professional development to be undertaken during the leave.
- f. Unit members shall be allowed continued benefits at their own expense upon reimbursement to the District.

ARTICLE 24 - REDUCED TEACHER SERVICE OPTION

- 24.1 Teachers may apply for the reduced teaching service option. To qualify for this program, the employee shall have met the requirements of California Education Code section 44922, which include:
- a. At least ten (10) years of full-time service in a position requiring certification in the public school system in California which includes grades K-12, community college, or as a teacher in the California state university and college system; the immediately preceding five (5) years shall have been full-time.
 - b. Attained the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in teaching service begins. It shall be the employee's responsibility to initiate the request for reduced teaching service.
 - c. Certification of eligibility by the State Teachers' Retirement System, or, if applicable, the Public Employee Retirement System.
 - d. The unit member shall not have had a break in service during the five years immediately preceding the reduction in workload. For purposes of this subdivision, sabbaticals and other approved leaves of absence (including leaves for military service) shall not constitute a break in service.
- 24.2 The agreement or contract for reduced service shall be executed by the employee and the employer, in writing, prior to July 1 preceding the year of reduced service. Annual application is required for continuing reduced teacher service option. This agreement may be revoked only by the mutual consent of the District and the employee. If there is a changed circumstance or personal emergency affecting the unit member, the revocation may be made earlier with the approval of the Assistant Superintendent/Human Resources or designee. For unit members who first participated in the Reduced Teacher Service Option before ratification of this agreement, the agreement for reduced service may be revoked by the unit member at the end of their contracted year.

- 24.3 Reduced teaching service shall be one-half (1/2) of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position. Agreements with beginning dates other than the start of the school year will include the required number of days of service. Minimum salary paid shall be equal to one-half (1/2) time service. A reduced teaching service option in excess of one-half (1/2) of the number of days or parts of days of required service may be implemented only with the mutual consent of the employee and the employer.
- 24.4 Reduced service may be on a daily schedule or full-time for at least one-half (1/2) year. The employee shall be paid the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which the unit member or the District makes the payments that would be required if the unit member remained in full-time employment.
- 24.5 Reduced teaching service option for a unit member is limited to a period not to exceed ten (10) years, pursuant to California Education Code sections 44922(h) and (i)).
- 24.6 The unit member and employer agree to submit contributions to the State Teachers' Retirement System or, if applicable, the Public Employee Retirement System, based on the compensation which would be earned for full-time employment.
- 24.7 Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in that proportion that it relates to the annual salary that would have been paid had the employment continued.
- 24.8 Retirement contributions for service not credited because of termination of contract or agreement by resignation, dismissal, or retirement will be returned to the employee or, in the case of death, to the beneficiary.
- 24.9 All rights mandated by law and any additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such employees who are on contract for reduced teaching service.
- 24.10 Education Code section 44922 is provided as Appendix M to this Agreement.

ARTICLE 25 - EARLY RETIREMENT PLAN

25.1 Early retirement is an incentive plan whereby an employee may retire early and have the opportunity to enter into an ancillary services contractual agreement with the District.

25.2 Conditions

- a. Satisfactory service in the District for a minimum of ten (10) years.
- b. Full-time employee of the District for the past five (5) years.
- c. Will attain the age of fifty-five (55) or more.
- d. Will retire from the teaching profession.

- e. Receive the approval of the Assistant Superintendent/Human Resources or his/her designee.

25.3 The Ancillary Services Program

- a. Persons electing this program will serve a minimum of twelve (12) days per year and a maximum of forty (40) days per year at the option of the retiree and the District. The person entering the program will be paid one hundred fifty dollars (\$150) for each full day of service beginning with unit members who retire at the conclusion of the school year.

Ancillary services may consist of the following:

Work on the preparation of curriculum material, writing courses of study, educational guides, or working on surveys or other activities related to preparation, upgrading, or the manufacturing of materials to be used in the schools; to fill in for the teachers who are working on District projects on a regular basis such as replacing a department head or a person actively engaged for short periods of time in evaluations or creating of District material. The teacher may have the option of serving his/her agreed number of days as a substitute teacher in the appropriate grade or grade level.

- b. The contract with the person choosing this program will be for a period of five (5) years or less.
- c. Persons who retire under the plan from the District shall have the option of retaining the present health plans but must pay the premium.
- d. Persons who retire during any current school year will have until June 30 to elect the consultant contract; the individual may resign from it at any time.

ARTICLE 26 - PART-TIME CONTRACTS

- 26.1 Members of the unit, subject to the annual approval of the Assistant Superintendent/Human Resources or designee, are permitted to work less than a full-time contract position.
- 26.2 A unit member who desires to enter into a part-time contract position must submit his/her request, in writing, to the Assistant Superintendent/Human Resources or designee prior to April 15 for the following year. Such unit member shall also request a leave for the balance of the FTE currently held.
- 26.3 A unit member holding a part-time contract position shall be assured for each succeeding year at least the same percentage of a full-time contract position as he/she currently holds. In the event of layoff of certificated employees, this will not apply.

- 26.4 A unit member holding a part-time contract position shall resume a full-time contract position by expressing his/her preference for posted openings as per Article 18.
- 26.5 A unit member holding a part-time contract position shall receive a prorated amount of salary, dental benefits, and leave. Part-time employees working less than a 50% contract are not eligible for CalPERS medical benefits. For Part-time employees working less than a 50% position and electing to participate in a medical benefits plan, the District shall contribute the prorated amount as provided in Article 22.2.a in accordance with Section 125 of the IRS code.
- 26.6 Fringe benefits will be prorated for all new part-time contracts. A unit member holding more than fifty percent (50%) of a full-time contract position will continue to receive full fringe benefits until they voluntarily change their present employment status. Child Development Center and Preschool Permit Teachers will be exempt from this provision.

ARTICLE 27 - JOB SHARING

- 27.1 Members of the unit, subject to the annual approval of the Assistant Superintendent of Human Resources or his/her designee within the Human Resources Dept, may job share.
- 27.2 Job sharing shall be defined as employment in which two unit members share on an equal basis a regular full-time position within the school district.
- 27.3 A Certificated leave request form requesting job sharing must be submitted to the Assistant Superintendent/Human Resources by two (2) months prior to the end of the unit member's contracted work year. Should a site administrator deny such a leave, an appeal to the Assistant Superintendent/Human Resources may occur.

The leave should be submitted based on the following criteria:

- a. The employee shall secure his/her own job-sharing partner.
- b. Minimum employment for this program shall be equal to one-half (1/2) of the number of days normally required of the certificated employee. These days shall be one-half (1/2) the number of days published each year on the teacher's work calendar.
- c. The employee must have permanent status in the District.
- d. The employee will receive one-half (1/2) salary which is to be paid on a monthly basis for twelve (12) months.
- e. The District will pay the amount equal to the cost of fringe benefits for one (1) unit member.
- f. The employee and the District's contribution to the State Teachers' Retirement System (STRS) will be one-half (1/2) that normally paid. The

employee will receive only one-half (1/2) credit toward years of service in STRS.

- g. Sick leave benefits are accrued at one-half (1/2) the normal rate. Workers' compensation premiums will be paid on the employee's actual salary (½ salary).
- h. A team member, when available, will substitute for the other team member when he/she must be absent by trading a workday with the absent partner.

27.4 A unit member holding a job-sharing position shall resume a full-time position by expressing his/her preference for posted openings as per Article 18.

27.5 Unit members exercising the option of job-sharing shall develop with their school principal, a work schedule most appropriate for the particular teachers and students involved to include the following:

- a. Team members shall plan jointly for both the school and their classroom on a regular basis.
- b. At the elementary level, both team members may work at the direction of the site administrator the first two (2) days of the first week of school, and one team member may be paid per diem compensation. At the secondary level, if the situation warrants, two (2) days per diem compensation may be granted for one team member.
- c. Both members of the team are required to take an active part in the District and school inservice meetings and their joint efforts in this respect will be at least equal to that normally expected of a single full-time teacher.
- d. Each team must develop a procedure to ensure clear lines of communication to all parents.

27.6 Unit members exercising the option of job-sharing shall take a leave of absence of their former contracts which exceeds fifty percent (50%). In the event of certificated layoffs, those unit members job-sharing will not be excluded. Unit members participating in job-sharing will retain their original hire date within the District. New job-share proposals must be approved by the Assistant Superintendent/Human Resources by May 1 for the next school year. Renewal job-share proposals must be approved by the Assistant Superintendent/Human Resources by March 1 for the next school year.

27.7 Dual Assignment Share

The purpose of this dual assignment share model shall be to accommodate a parallel simultaneous work responsibility, including but not limited to peer-coaching, school-based program coordination, etc.

Members of the unit, subject to the annual approval of the Assistant Superintendent of Human Resources or his/her designee within the Human Resources Dept, or subject to the inclusion of this model into an approved job description, may enter into a dual assignment share.

Dual assignment share shall be defined as employment in which two unit members share, on a defined schedule basis, responsibilities for a single classroom or teaching line and other non-classroom-instruction duties, are regular full-time employees within the school district, who both are compensated all the salary, fringe benefits, sick leave and STRS benefits as any other full time employee.

The defined schedules shall be determined by the members of the dual assignment share, shall take place in the regular school year, shall conform to the parameters in the Dual Assignment Share Article, and are subject to the approval of their evaluating supervisor.

- a. Unless part of an approved job description in which the separate application shall not be required, a proposal for dual assignment share must be submitted to the Assistant Superintendent/Human Resources by two (2) months prior to the end of the unit member's contracted work year based on the following criteria:
 1. The employee shall secure his/her own dual assignment share partner, unless otherwise stated as part of the hiring process for an approved job description.
 2. Minimum employment for this program shall be equal to the regular number of workdays for a classroom teacher; additional workdays not to exceed 10 in number, in which the unit member is paid at their per diem rate, may be added by the evaluating supervisor of a dual assignment share.
 3. The employee must have permanent status in the District, and completed a minimum of 3 years FSUSD certificated classroom experience.
 4. Each employee will receive full salary which is to be paid on their current pay cycle.
 5. The District will pay the regular amount equal to the cost of fringe benefits for each member of a dual assignment share.
 6. The employee and the District's contribution to the State Teachers' Retirement System (STRS) will be that normally paid for each member. The employees will receive full credit toward years of service in STRS.
 7. Sick leave benefits are accrued at the normal full-time rate. Workers' compensation premiums will be paid on the employee's actual salary.
- b. Dual assignment share partners shall plan jointly for both their non-classroom and their classroom responsibilities on a regular basis. This may occur on days when both members of a dual assignment share are simultaneously at their assigned school site.

- c. Each member of a dual assignment share must teach in the classroom a minimum of ½ of the school days in any given school month. If the month contains an odd number of school days both members shall round up for their classroom teaching days.
- d. At the direction of the evaluating supervisor, both dual assignment share partners may work simultaneously in the classroom up to the first 20 school days of the start of a given semester or trimester as is relevant to the assigned school site. If the evaluating supervisor gives this direction, the members of the dual assignment share shall not be held responsible for their non-classroom responsibilities.
- e. Both members of the dual assignment share team are required to take an active part in school meetings and parent conferences during any marking period in which they have been in the classroom teaching. However, if the non-classroom duties of a member require them to miss staff, department, or grade level meetings they shall be excused provided that their partner attends the meetings they miss.
- f. Each dual assignment share partner shall be required to do only half of the adjunct and yard duty as that of a single full time teacher and shall not be compelled to do adjunct or yard duty on days/times when they are off campus to attend to their non-classroom related duties.
- g. Each member of a dual assignment share must develop procedures to ensure clear lines of communication to all parents.

ARTICLE 28 - HOURLY RATE ADULT EDUCATION

28.1 Recognition

- a. The District recognizes the Association as the exclusive representative of the Fairfield-Suisun Adult School teachers employed and paid as regular contract teachers and those paid by the hour. There is one (1) contract unit member as of July 2005. All provisions of this Agreement except this article apply to that regular contract adult school teacher.
- b. As the one contracted adult school position becomes available through resignation, voluntary transfer and/or retirement, this position will be filled by one or more hourly adult unit member(s).

28.2 Non-Related Articles

- a. For the purposes of this agreement, the following articles/sections will not apply to Hourly Rate Adult Education unit members. Article 10.3.a (first three sentences only), Article 10.3.j, Article 14 – Peer Assistance and Review, Article 15 – Support Provider, Article 16 – Teacher Support Service, Article 18 - Assignment

and Transfer, Article 19 - Workday, Article 20 - Work Year, Article 21 - Class Size, Article 22 - Salary and Fringe Benefits (except as provided in section 28.8.g, below), Article 23 – Leaves (except as provided in Section 28.8.e and 28.8.f), Article 24 - Reduced Teacher Service Option, Article 25 - Early Retirement, Article 26 - Part-Time Contracts, Article 27 - Job-Sharing, Appendix N - Mentor Teacher Program, Article 29 – Child Development/Preschool, Article 30 – Restructuring, Article 31 – Summer School/Intersession, and Article 32 – Calendar Committee.

- b. For the purposes of Article 18 – Assignment and Transfer, the Fairfield-Suisun Adult School shall be considered a single site.
- c. Class size minimums and maximums shall be established by the principal.

28.3 Evaluation. Unit members covered by this article shall be evaluated at least once every two (2) years in accordance with provisions in Article 10 (except for the provisions excluded, as listed above). Complaints against unit members covered by this article shall be processed as provided in Article 12.3 of this agreement.

28.4 The administrative staff of the Adult School may create, offer, shorten, extend, cancel, combine, close, or terminate any class taught or to be taught by unit members covered by this article provided that each unit member shall be paid for each hour worked. Starting and ending dates for all classes and programs shall be established by the administration. In the event that the administration decides to extend a class beyond the scheduled term of classes for the school year, the District will notify the Association at least two (2) months in advance and meet to discuss any issues or concerns relating to the extension of the class.

28.5 Unit members covered by this article shall be paid in accordance with Appendix C. They shall receive mileage reimbursement in performance of their duties under the current allowable IRS rate.

28.6 Unit members who have rendered six hundred (600) hours of paid service in the Adult School program are entitled, unless dismissed for cause, to teach the same course in succeeding terms if it is offered; this right is terminated by resignation, refusal to teach the course when it is offered, or an interruption of eighteen (18) calendar months from the end of one (1) term during which the course is taught and the beginning of the next. For the purposes of this section, a term is a quarter, trimester, or semester as is appropriate for each course.

28.7 Adult school unit members shall not be required to work on legal holidays.

28.8 Other Articles

- a. The provisions of Article 9 - Grievance Procedure shall apply to unit members covered by this article, but the work “day” shall be defined to include each day that the District Office is open for business. Unit members covered by the article

who have less than six hundred (600) hours of paid service shall not have the right to grieve any release from service in the Adult School program.

- b. Vacancies in Adult School hourly positions shall be filled by the District as they occur; in the following manner: vacancies will be posted to all Adult School teachers, by email, for a period of three (3) days; after three (3) days if no on site applicants are selected, then positions will be posted District wide.
 - i. Unit members who wish to be considered for such vacancies, including hourly Adult School unit members who wish to work additional hours, may notify the Human Resources Office at any time and they shall be considered when positions are to be filled.
- c. Unit members covered by this article may apply for regular positions in the District and shall be considered “inside” candidates. If employed on contract, a unit member covered by this article shall be placed on the salary schedule with service credit of one (1) year for each one thousand three hundred thirty-four (1,334) hours of paid service as an hourly adult teacher in the Fairfield-Suisun Adult School, but hourly service after employment under contract shall not be counted.
- d. For purposes of STRS reporting, Adult Education unit members who are members of STRS and who work at least 1104 hours in one year shall receive 1.0 years of service credit and such credit shall be reported to STRS. Unit members working less than 1104 hours in one year shall receive a proportional amount of STRS credit. Hours worked in excess of 1104 in a year shall be reported to STRS as part of the Defined Benefit Supplement Program. This adjustment will be made retroactively to July 1, 2002. This provision specifically replaces the process outlined in the October 20, 2000 memo from Bob Howell and Ben Ridlon. regarding: “Progress Report- Service Credit for Retirement Purposes.”
- e. Unit members shall earn one (1) hour of sick leave for each eighteen (18) hours of paid service. Extended illness leave, childbirth leave, and industrial accident leave shall be credited as provided by law. Article 23 does not apply to unit members covered by this article except for 23.3 - Catastrophic Leave Bank, 23.4 - Personal Necessity Leave, 23.6 - Parental Leave, and 23.9 - Bereavement Leave.
- f. Unit members called as jurors or subpoenaed as witnesses shall have paid leave for such service only to the extent that the service occurs during teaching time. Reasonable travel time shall be counted as part of the service.
- g. Adult School hourly unit members who are employed for three (3) or more periods taught daily in the daytime program or a 16 hour teaching load per week shall receive a minimum of one (1) hour of preparation time per week. Hours worked will be established by the hours anticipated to be taught as identified in the first term teaching load.

Such unit members shall select, by September 30 each year, one of the following options in addition to the one initial hour of preparation time provided in this section.

1. Option One – Preparation Time: Adult School hourly unit members covered by this section may elect to receive an additional one (1) hour of preparation time per week, or
2. Option Two – Benefits: In lieu of the additional preparation time identified in section 28.8.g.1, above, Adult School hourly unit members may opt to select a fringe benefit package, which shall consist of the following three components:

- (a) Medical Coverage: Contributions shall be based on the amount identified in Article 22, section 22.2.a and will be allocated as indicated in the table below. Part-time unit members working less than 15 hours per week are not eligible for CalPERS medical benefits.

Hours worked will be established by the hours anticipated to be taught as identified in the first term teaching load in September of each year.

<u>Hours Per Week</u>	<u>District Contribution</u>	<u>Unit Member Payment</u>
At least 15	50%	50%
At least 24	65%	35%
At least 30	100%	0%

- (b) Dental Coverage: As provided in Article 22, section 22.2.b.
- (c) Life Insurance: As provided in Article 22, section 22.2.c.
- (d) Vision Insurance: As provided in Article 22, section 22.2.d.

ARTICLE 29 - CHILD DEVELOPMENT/PRESCHOOL

29.1 Non-Related Articles

For the purposes of this agreement, Article 19 - Workday, Article 20– Work Year, Article 22 - Salary and Fringe Benefits, Article 24 - Reduced Teacher Service Option, Article 25 - Early Retirement, Article 26 - Part-Time Contracts, Article 27 - Job Sharing, Appendix N - Mentor Teacher Program, and Article 28 - Hourly Rate Adult Education.

29.2 Notice of Layoff

- a. All layoffs shall be implemented in the manner prescribed by law. Notice shall be sent by certificated mail to each employee to be laid off thirty (30) days before the layoff becomes effective; a copy of each such notice and the names and addresses of the employees to whom it is sent shall be sent to the Association. Every layoff shall be in reverse order of seniority by the date of hire.
- b. If the District adopts a major change in Child Development/Preschool programs and then later decides to eliminate part or all of such programs, the District shall

give reasonable prior notice to the Association so that the District and the Association can explore possible solutions to the effects of elimination as they apply to the terms and conditions of this agreement.

29.3 Workday

- a. Onsite workday for Child Development/Preschool teachers shall be six (6) to seven hours and fifteen minutes (7.25) to comply with prevailing teacher/child ratio regulations set forth by the State Department of Education Title 5 and the Department of Social Services Child Care Licensing documents.
- b. Schedules will be created so that permit teachers receive an uninterrupted 30 minute duty free lunch.
- c. Staff meetings for the Child Development and Preschool teachers will be scheduled during the normal workday whenever possible. Meetings that extend beyond or start outside the duty day will be compensated at the unit member's hourly rate of pay for each hour or fraction thereof.
- d. The current system of compensatory time shall continue.

29.4 Work Year

Permit Teachers will work according to the prevailing contract with the State Department of Education, Child Development Division. The contract requires 242 days for General Child Care and 184 workdays for State Preschool.

29.5 Class Size

Class size for General Child Care and State Preschool programs will be in accordance with State Department of Education Title 5 and Department of Social Services, Child Care Licensing Department.

29.6 Salary and Fringe Benefits

a. Salary and Wages

Unit members covered by this article shall be paid on a salary schedule subject to annual negotiations (Appendix B). Permit Teachers hired prior to October 9, 1990 will continue at their current rate of pay under the C.S.E.A. Support Unit Salary Schedule. This pay will include current longevity and current professional growth increments. The professional growth increment will remain the same as is currently being paid on the C.S.E.A. Support Unit Salary Schedule.

b. Fringe Benefits

Fringe benefits will be paid to unit members who work at least 50% of a Full Time Equivalent position. (See Article 22.2, a through d - Fringe Benefits.)

- c. The permit teachers' salary schedule shall be increased by 4% in addition to any formal salary increase that is received by the Association effective July 1, 2016. All unit members that were employed by the district during the 2016–2017 school year will be eligible for the salary schedule increase retroactive to July 1, 2016.

29.7 Leaves (See Article 23 - Leaves)

- a. Sick Leave

Full-time Child Development Centers and State Preschool members shall receive one (1) day of sick leave per month. Part-time employees will be prorated.

- b. Vacation

- 1. State Preschool unit members shall have earned vacation credited toward salary.
- 2. Child Development Center Permit Teachers shall earn vacation in accordance with 2 (b) (1) below. They shall not take vacation.

- a. Eligibility

Unit members shall work a minimum of six (6) months before becoming eligible to take vacation. Eligibility to take vacation will commence on the first day of the pay period following completion of six (6) months of paid service in regular assignment.

- b. Accumulation

- i. Unit members shall earn vacation when in paid status in accordance with the following schedule:

<u>Years of Service</u>	<u>10 Months</u>	<u>11 Months</u>	<u>12 Months</u>
0-5	8.3	9.6	10 days
5-10	12.5	13.75	15 days
11	13.33	14.66	16 days
12	14.16	15.6	17 days
13	15.0	16.5	18 days
14	15.8	17.42	19 days
15	16.66	18.33	20 days
16	17.5	19.25	21 days

- ii. Vacation time is accrued, accumulated, and scheduled in terms of working hours. Vacation may be taken at a lesser rate than one (1) day at a time.
 - iii. The rate at which vacation is paid shall be at the unit member's current rate. A unit member whose vacation is earned and begun under a given status shall suffer no loss

of earned vacation salary by reason of subsequent changes in conditions of employment.

c. Scheduling

- i. The District reserves the right to schedule vacation at times least disruptive to the normal work routine. Each supervisor will prepare a vacation schedule for the unit members under his/her supervision. Unit members' vacations shall be determined by the supervisors but the supervisor must consider individual vacation requests and, in cases of conflict, shall assign vacation on the basis of seniority. All vacation will be subject to the approval of the immediate supervisor and shall not be unreasonably denied.
- ii. Vacation may, with the approval of the unit member's immediate supervisor, be taken any time during the school year, provided that it is not taken during the first six (6) months of employment.
- iii. Unit members may accumulate vacation without limit. If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. However, it is the responsibility of the supervisor to maintain control over the amount of vacation accumulated by unit members in their departments. Supervisors and unit members will make every effort to use all of their vacation each year.
- iv. On separation from service, a unit member shall be entitled to compensation for all earned, unused vacation, except those unit members who have not completed one (1) year of service shall not receive any compensation for vacation. The compensation may be taken as paid time or as a lump sum. The rate of pay for such compensation shall be at the rate prevailing at the time of termination.

d. Holidays During Vacation

When a holiday (as listed below) occurs during the scheduled vacation of a unit member, the holiday shall not be charged against the unit member's vacation.

Independence Day
Labor Day
Veterans' Day
Day before Thanksgiving
Thanksgiving Day
Day following Thanksgiving

Day before Christmas
Christmas Day
Day after Christmas
Day before New Year's Day
New Year's Day
Martin Luther King Day
Lincoln's Day
President's Day
Memorial Day

e. Interruption of Vacation

- i. Any unit member who has six (6) months of service and who commences his/her prescribed vacation leave and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick leave or bereavement leave under the following conditions:
- ii. If the illness or bereavement is such that had the unit member been working, he/she would have been absent on sick or bereavement leave.
- iii. If the request is filed with the District within two (2) weeks.
- iv. The District may, for purposes of this section, require proof of illness or bereavement.
- v. If approved, the unit member's vacation is to be converted to illness or bereavement leave, and the appropriate vacation credit shall be restored to the unit member's earned vacation balance. If possible, he/she shall be granted an opportunity to consume this vacation credit.

29.8 Use of COLA

The District and Association will meet with the Director of the Child Development Center to determine how the COLA will be used.

ARTICLE 30 - RESTRUCTURING

30.1 Statement of Intent

The District and the Association agree that it is in the best interest of the Fairfield-Suisun Unified School District to cooperatively engage in exploration of current educational reform proposals being discussed by educators nationally and, further to explore the various reform proposals which the creativity of District staff may generate.

30.2 Restructuring/Educational Reform Plans

Such a venture may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

- a. Involving school staff members in decision-making at sites.
- b. Devising new systems of school site accountability.
- c. Organizing and staffing schools in new ways.
- d. Altering schedules and learning activities to accommodate different levels of student learning.
- e. Involving school staff members in budget development.

30.3 District and Association Agreement

Recognizing that restructuring/educational reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.

- a. The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.
- b. A Restructuring Committee shall be formed and operated jointly by the District and the Association.
- c. Sites which develop restructuring/educational reform proposals which may involve waivers to the collective bargaining agreement shall submit a written request for waiver to the Restructuring Committee. The request shall include the following:
 1. A statement of the reform/restructuring proposals or a copy of the plan, including the rationale for the change.
 2. Verification by the principal that:
 - (a) He/she recommends the plan, the contract waivers being sought, and the time period for which those waivers are sought.
 - (b) The school site council/community has reviewed and approved the reform proposals and the contract waivers sought.
 - (c) More than sixty-seven percent (67%) of the F-SUTA members who are affected by the proposed restructuring plan have approved the reform proposals and contract waivers through secret ballot. Those voting will not include: unit members assigned to the affected school for less than 50% of a contract, unit members in temporary positions, unit members being released from their contracts, substitute teachers, retiring teachers, non-members, those who have resigned, and members of other bargaining units. The District shall

provide to the site representative the contact information for individuals on extended leave from that site who meet the voting criteria. The site representative shall attempt to contact these individuals on extended leave who meet the voting criteria. These individuals who either waive their right to vote or do not respond will not be counted in the calculation of the percentage necessary for approval.

(d) He/she has collaborated with feeder school(s) and Transportation when establishing bell schedule.

(e) There is no added expense for bus transportation.

(f) There will be an annual evaluation of effectiveness of the program.

d. The Restructuring Committee shall review the plan and requested waivers. If it concludes more or different waivers are needed, it shall refer the matter back to the principal to complete and verify the steps.

e. All agreements to modify, amend, or otherwise change contract provisions will be by mutual written agreement of the bargaining parties. Each party will determine its own procedures for ratifying any written agreement which modifies existing contract provisions.

ARTICLE 31 - SUMMER SCHOOL/INTERSESSION

31.1 Unit members shall be given preference for summer school/intersession positions.

31.2 The District will pay summer school and intersession teachers as per Appendix A.

31.3 The hourly rate increases shall be subject to the same across the board increases.

ARTICLE 32 – CALENDAR COMMITTEE

32.1 The District and the Association shall form a Calendar Committee by September 30 of each school year, and the Committee shall meet beginning no later than October 15. FSUTA may appoint up to four (4) bargaining unit members to serve on the Committee and the District may appoint up to four (4) administrators to serve on the Committee. The Association and the District shall each appoint a representative from the Committee members to jointly chair the Calendar Committee. Community members and/or classified employees may be invited by the District and/or the Association to provide input to the committee.

- 32.2 The Committee shall:
- a. Meet on a regular basis as established by the Committee.
 - b. Work to reach agreement on calendars.
 - c. Work to establish a consistent start date for the traditional calendar.
 - d. Meet and work to reach agreement on any new calendars needed during any school year.
- 32.3 If a tentative agreement has been reached by the calendar committee, the following shall occur in order:
- a. Proposed calendars shall be sent to the school sites via F-SUTA representatives and simultaneously shall be sent to the Superintendent and his/her Cabinet. Teacher and administrator input then will be sent back to the Committee.
 - b. The Committee will meet, review, and consider comments from unit members and administrators and make changes as appropriate.
 - c. Submit the proposed calendar to the District Governing Board sufficiently in advance of the last regularly scheduled meeting in February for review and action.
- 32.4 The goal of the Calendar Committee shall be to develop calendars for the upcoming two (2) school years. If agreement is reached on a two (2) year calendar, then the Committee shall not meet the following year. However, prior to the beginning of the school year, if any significant and unforeseen issues arise, the Calendar Committee shall meet to review the issues and determine if there is a need to modify any previously adopted school calendar.

ARTICLE 33 - PROFESSIONAL WORKING ENVIRONMENT

- 33.1 Materials and Supplies. School site teaching staff and site administrators shall work cooperatively together to maintain supplies, materials and equipment (such as TV-VCR, computer, overhead projector, etc.) at professionally adequate and customary levels to support the instructional program.
- 33.2 Classroom Environment. School site teaching staff and site administrators shall work cooperatively together to maintain the classroom environment in a manner conducive to education and instruction of pupils. The classroom environment includes lighting, heat, ventilation, air conditioning, communications systems, scheduling of cleaning, bulletin boards, storage units, instructional displays, desks, chairs and other classroom furniture.
- 33.3 Common Facilities. Common facilities, including parking facilities, restrooms, restroom supplies, drinking water, common work areas, supplies for common work areas, shall be

provided and maintained at appropriate levels. Reasonable efforts will be made to provide private areas where staff can take breaks. School site teaching staff and site administrators will work cooperatively together regarding the treatment and upkeep of such common facilities.

- 33.4 Equipment and Furniture Repair and Replacement. Damaged or broken materials, equipment, furniture, shall be repaired or replaced in a timely manner. Replacement or “loaner” equipment may be appropriate when repairs take an extended period of time.
- 33.5 Budgetary Considerations. Implementation of the provisions of this article shall be made only within available site and District budgetary and financial parameters, as determined by the site administrator in his/her discretion.
- 33.6 Opening Of New Schools. The District will ensure that the provisions of this Article shall be fully met and complied with in the opening of any new school.

ARTICLE 34 – CONSULTING TEACHERS

- 34.1 The District and the Association agree that it is in the best interest of the Fairfield-Suisun Unified School District to provide support, modeling, and coaching to eligible Beginning Teacher Support Assessment (BTSA) Induction and Peer Assistance Review (PAR) teachers. Consulting Teachers assist eligible teachers in completion of state mandated requirements to obtain a Professional Clear Credential.
- 34.2 Consulting Teachers shall provide service in five (5) year terms with intent to provide service in staggered fashion as described in the template identified as Appendix O.
- 34.3 The Human Resources Department shall maintain records regarding the terms of Consulting Teachers and shall notify the PAR Committee of pending vacancies due to the expiration of terms. Additionally, the Human Resources Department shall notify the PAR Committee if a vacancy occurs between terms.

Article 35 – SPECIALTY SCHOOLS / PROGRAMS

The District and Association recognize that FSUSD has several specialty schools and programs that may require additional contractual consideration. Collectively, we have identified these items to support the employees and district who work at these school programs. We recognize that several of these schools have used the restructuring process, but other considerations may be necessary.

Public Safety Academy:

(PSA), as a school of choice, is designed as a rigorous, project-based experiential program for students interested in law enforcement, firefighting and other public safety fields. The PSA

includes grades 5-12 and follows high school instructional minutes. The items below apply only to the Public Safety Academy:

Effective July 1, 2018, the parties agree to the following for the Public Safety Academy:

1. Unit members are expected to participate in up to ten (10) hours of training related to the PSA (fire-fighting, law enforcement, other public safety fields, project-based learning, etc.). Professional development will be paid at curriculum rate or it may be used for professional development as outlined in Article 20.2 – Professional Development.
 - a. All employees shall be given the opportunity to attend the refresher at the beginning of each school year for up to two (2) additional hours.
 - b. New employees are encouraged to attend and observe the “new student boot camp” and to participate in any additional training around rituals and routines for this specialized program for up to eight (8) additional hours.
2. The staff shall be required to wear an FSUSD- provided uniform shirt. FSUSD shall provide five (5) shirts at the beginning of the teacher’s first year of service. The district shall provide up to two (2) additional uniform shirts per subsequent year, as needed, and will accommodate name changes at no cost to the employees. The staff uniform will include slacks, type and color to be determined by the staff. The P.E. staff uniform shall include the uniform shirt and appropriate attire for their assignment.

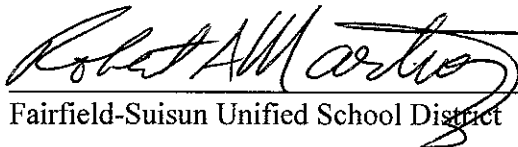
Early College High School:

The Fairfield-Suisun Early College High School Program (FSECHSP) is an educational partnership between Fairfield-Suisun Unified School District (FSUSD) and Solano Community College (SCC). The Early College High School Program is designed to prepare students for college success by providing rigorous academic course work and concurrent enrollment in college classes.

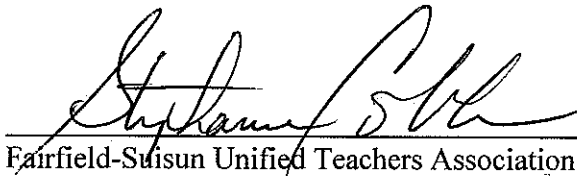
1. Unit members assigned to FSECHSP shall have the right to return to a full teaching line at Rodriguez High School (RHS), if there is a vacancy in their credentialed area or shall be a voluntarily displaced unit member as outlined in Article 18.4 – Procedures for Involuntary Transfers.
2. The unit members have an opportunity to participate in up to fifteen (15) hours of professional development, collaborative planning, and student orientation outside of the teachers’ work year. Unit members shall be compensated in accordance with contract language for professional development and collaboration. Unit members shall be compensated at the per diem rate for student orientation.
3. Unit members participating in the FSECHSP may, in consultation with their administrator, be required to attend the monthly staff meeting held on the RHS campus or at the Solano College Campus.
4. When unit members are required to travel between sites, they shall be reimbursed for mileage at the current allowable IRS rate.

ARTICLE 36 – SAVINGS AND STATUTORY CHANGES

- 36.1 If any provisions of this agreement are held to be contrary to law or rule or regulation having force of law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 36.2 In the event that a provision is declared invalid, the parties to this contract shall begin negotiating within thirty (30) calendar days upon receipt of a written request.
- 36.3 If changes in state or federal law (amendment, addition, or deletion) affect the provisions of this contract, the parties shall begin negotiating within thirty (30) working days upon receipt of a written request.


Fairfield-Suisun Unified School District

8/07/18
Date


Fairfield-Suisun Unified Teachers Association

08-07-18
Date

Fairfield-Suisun Unified School District
F-SUTA Teachers Salary Schedule
Effective: July 1, 2018

APPENDIX A

Unit members holding a preliminary, professional clear, clear or life credential are considered to have a "clear" credential.

Step	Column 01		Column 02		Column 03		Column 04		Column 05		Column 06	
	BA w/o clear Credential	BA clear Credential	BA + 15 w/o clear Credential	BA + 15 clear Credential	BA + 30 w/o clear Credential	BA + 30 clear Credential	BA + 45 or MA + 5 w/o clear Credential	BA + 45 or MA + 5 clear Credential	BA + 60 or MA + 20 w/o clear Credential	BA + 60 or MA + 20 clear Credential	BA + 75 or MA + 35 w/o clear Credential	BA + 75 or MA + 35 clear Credential
	Annual Salary - \$		Annual Salary - \$		Annual Salary - \$		Annual Salary - \$		Annual Salary - \$		Annual Salary - \$	
1	46,049	54,494	48,326	54,495	50,601	54,496	52,880	54,499	55,158	55,158	55,158	55,158
2	48,037	54,495	50,309	54,496	52,592	54,499	54,866	54,866	57,140	57,140	57,140	57,140
3	50,021	54,496	52,295	54,499	54,573	54,573	56,849	56,849	59,128	59,128	61,402	61,402
4	52,005	54,499	54,284	54,505	56,559	56,559	58,835	58,835	61,109	61,109	63,386	63,386
5	53,990	54,505	56,267	56,267	58,543	58,543	60,815	60,815	63,095	63,095	65,371	65,371
6	55,977	55,977	58,254	58,254	60,529	60,529	62,807	62,807	65,079	65,079	67,356	67,356
7	55,977	55,977	60,237	60,237	62,512	62,512	64,792	64,792	67,066	67,066	69,343	69,343
8	55,977	55,977	60,237	60,237	64,502	64,502	66,772	66,772	69,049	69,049	71,327	71,327
9	55,977	55,977	60,237	60,237	64,502	64,502	68,762	68,762	71,036	71,036	73,313	73,313
10	55,977	55,977	60,237	60,237	64,502	64,502	70,747	70,747	73,026	73,026	75,300	75,300
11	55,977	55,977	60,237	60,237	64,502	64,502	72,735	72,735	75,010	75,010	77,288	77,288
12	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	79,270	79,270
13	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	79,270	79,270
14	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	81,285	81,285
15	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	81,285	81,285
16	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	83,265	83,265
17	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	83,265	83,265
18	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	85,250	85,250
19	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	85,250	85,250
20	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	87,236	87,236
21	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	87,236	87,236
22	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	89,217	89,217
23	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	89,217	89,217
24	55,977	55,977	60,237	60,237	64,502	64,502	74,715	74,715	76,994	76,994	91,205	91,205

- (1) At 20 years or more of service with FSUSD, employees will receive a 1% longevity increment of their base salary. Longevity increments will be paid in two equal installments; November payroll and May payroll. *Note: Employees with a STRS member date after 12/31/2012, reaching 20 or more years of service with FSUSD will receive their 1% longevity in equal monthly payments separate from their annual earnings (pension reform).*

	Column 01		Column 02		Column 03		Column 04		Column 05		Column 06	
20	55,977	559.77	60,237	602.37	64,502	645.02	74,715	747.15	76,994	769.94	87,236	872.36
21	55,977	559.77	60,237	602.37	64,502	645.02	74,715	747.15	76,994	769.94	87,236	872.36
22	55,977	559.77	60,237	602.37	64,502	645.02	74,715	747.15	76,994	769.94	89,217	892.17
23	55,977	559.77	60,237	602.37	64,502	645.02	74,715	747.15	76,994	769.94	89,217	892.17
24	55,977	559.77	60,237	602.37	64,502	645.02	74,715	747.15	76,994	769.94	91,205	912.05

- (2) Master's Degree Award: \$1,621 Doctoral Award: \$1,836
- (3) Entering teachers will be granted credit & experience up to Step 14/Column 06. Semester units must be taken after degree has been awarded to count toward salary placement.¹
- (4) Employees will be advanced one step for each year of service from 1 through 24.
- (5) For the purpose of determining salary for Department Chairpersons, Extended Day Activity, and any other Salary Schedules, the salary shall be \$46,049.
- (6) Curriculum Rate (Extra Hours - No Student Contact) (7) In-Lieu Rate (Refer to Article 19.8.b.2 & 19.8.b.3)
- Step 4 Column 4 \$44.10/hr Step 5 Column 5 \$47.30/hr
- (8) Intersession/Intervention/Saturday School (9) Summer School (ESY-Extended School Year)
- Step 5 Column 5 \$47.30/hr Step 5 Column 5 \$47.30/hr
- (10) Home Teaching
- Step 5 Column 5 \$47.30/hr

¹Any new employee shall be given credit for each full year of service in public schools of California, another state or in an accredited private school in grades K-12. No experience credit shall be given for practice teaching, military service, summer school, college level experience or adult school experience.

Fairfield-Suisun Unified School District
Permit Teacher Salary Schedule
Effective: July 1, 2018

APPENDIX B

Step	Column 01			Column 02			Column 03		
	Permit Teacher I			Permit Teacher II			Permit Teacher III		
	Hourly-\$	Monthly-\$	Annual-\$	Hourly-\$	Monthly-\$	Annual-\$	Hourly-\$	Monthly-\$	Annual-\$
1	21.84	3,797	45,569	22.89	3,980	47,758	24.01	4,175	50,097
2	22.89	3,980	47,758	24.01	4,175	50,097	25.26	4,391	52,698
3	24.01	4,175	50,097	25.26	4,391	52,698	26.60	4,624	55,491
4	25.26	4,391	52,698	26.60	4,624	55,491	27.91	4,853	58,238
5	26.60	4,624	55,491	27.91	4,853	58,238	29.30	5,095	61,138
6	26.86	4,670	56,036	28.25	4,911	58,934	29.66	5,157	61,883
10	27.11	4,713	56,558	28.50	4,955	59,464	29.93	5,204	62,446
14	27.44	4,771	57,251	28.85	5,016	60,191	30.30	5,268	63,215
18	27.75	4,825	57,897	29.14	5,067	60,804	30.61	5,322	63,869
21	28.06	4,879	58,544	29.46	5,122	61,462	30.91	5,373	64,482
24	28.37	4,933	59,192	29.79	5,180	62,155	31.24	5,432	65,185

- (1) Bachelor's Degree Award: \$930
- (2) Master's Degree Award: \$1,685
- (3) Doctorate Award: \$1,911
- (4) All units may be lower division course work and should be in the field of Early Childhood Education
- (5) Site Head Teacher Stipend: \$1,438
- (6) Program Coordinator Stipend: \$5,573
- (7) Salary of an employee working fewer than 8 hours per day is based upon hourly rate
- (8) Salary of an employee working full-time, 12 months, is based upon monthly rate
- (9) Monthly salary is based upon average hours worked by full-time employee: 173.867
- (10) Salary for a full-time employee working fewer than 12 months is based upon monthly salary
- (11) Annual salaries are listed for reference only; they are 12 times the monthly salaries

Fairfield-Suisun Unified School District
 Adult School Hourly Teacher Salary Schedule

Effective: July 1, 2018

Step	Column 01	Column 02	Column 03	Column 04	Column 05
	BA	BA + 15	BA + 30	BA + 45 or MA + 5	BA + 60 or MA + 20
	\$ / Hour	\$ / Hour	\$ / Hour	\$ / Hour	\$ / Hour
1	\$32.55	\$34.38	\$36.22	\$36.22	\$36.22
2	\$34.14	\$35.97	\$37.79	\$37.79	\$37.79
3	\$35.70	\$37.58	\$39.37	\$41.24	\$43.07
4	\$37.31	\$39.16	\$40.96	\$42.80	\$44.64
5	\$38.89	\$40.74	\$42.55	\$44.41	\$46.24
6	\$40.87	\$42.80	\$44.51	\$46.44	\$48.38

- (1) Salary increases are subject to annual negotiations based on Adult School revenue limits.
- (2) Four quarters of a quarter system, three trimesters of a trimester system, or two semesters of a semester system will count for one year of service credit.
- (3) Human Resources will notify Payroll of individuals who have proof of completion of course work for salary advancement (refer to MOU dated 08/14/2012).
- (4) Only experience acquired in the Fairfield-Suisun Adult School (formerly Armijo Adult School) will be accepted for step advancement.
- (5) All course work taken toward step placement must have prior approval from the Assistant Superintendent of Human Resources on the appropriate form.
- (6) Unit members will be offered health and dental insurance at their own cost provided they are hired under the contract for a minimum of one trimester or they were employed in the Adult School the entire preceding year.
- (7) Unit members will earn sick leave based on the following formula: one hour of sick leave for every 18 hours worked.
- (8) Teachers are eligible for personal necessity leave, bereavement leave and jury/witness duty.
- (9) Unit members who terminate their employment and are reemployed within thirty-nine (39) months shall be placed at the same step and column earned at the time of termination. Placement would begin on Step 01 and the appropriate column if the teacher returned after 39 calendar months. Experience will be accumulated in accordance with 2 and 3.
- (10) Unit members must possess the appropriate California credential authorizing service as an Adult School teacher in the subject matter to be taught or has applied for the appropriate credential at the time of employment ("applied" meaning filed application, fee, and other required documents with a local education agency or Commission for Teacher Credentialing.)
- (11) A Master's Degree or Doctorate Degree stipend does not apply to this salary schedule.
- (12) When instructional hours above 21.75 hours become available, present Adult School hourly employees, with the appropriate credentials, will be given first right to increase their hours of employment.
- (13) Employees cannot advance to columns 4 and 5 until the beginning of their 4th year of employment at the Adult School.

Fairfield-Suisun Unified School District
 Extended Day Activity Schedule
 Effective: July 1, 2018

Activity	Grade Level	Units	Salary - \$	Activity	Grade Level	Units	Salary - \$
Academic Decathlon	K-8	1.00	1059	Friday Nite	9-12	1.75	1853
Academic Decathlon	9-12	2.50	2648	Golf	9-12	2.00	2118
Athletic Director	9-12	4.00	4236	Intramurals	6-8	3.00	3177
Athletic Director - Assistant	9-12	3.00	3177	Intermurals (Sports not listed)	K-6	0.50	530
Athletic Director	6-8	2.00	2118	Intramurals	K-6	2.00	2118
Athletic Director	K-8	2.00	2118	Life Lab	K-8	0.50	530
Attached Units	9-12	1.50	1589	Math Olympics	K-8	0.75	794
Attached Units	6-8	0.75	794	National Honor Society	9-12	1.50	1589
Badminton - Varsity	9-12	2.50	2648	National Honor Society - Junior	6-8	1.00	1059
Badminton - Assistant Varsity	9-12	1.50	1589	Newspaper	9-12	2.00	2118
Band Director	9-12	4.00	4236	Newspaper	6-8	1.00	1059
Band Director - Assistant	9-12	3.00	3177	Newspaper	K-6	0.50	530
Band Director	6-8	2.00	2118	Pep Band	6-12	1.50	1589
Band & Music Director	K-6	1.50	1589	PTA/Parent Club	K-8	0.50	530
Baseball - Varsity	9-12	3.50	3707	R.O.T.C.	9-12	2.50	2648
Baseball - Assistant Varsity	9-12	2.50	2648	Safety Patrol	K-8	1.25	1324
Baseball - Junior Varsity	9-12	3.00	3177	Scholarship Advisor	9-12	2.50	2648
Baseball - Assistant Junior Varsity	9-12	2.00	2118	Soccer - Varsity	9-12	3.00	3177
Baseball - Frosh	9-12	2.75	2912	Soccer - Assistant Varsity	9-12	2.00	2118
Baseball - Assistant Frosh	9-12	1.50	1589	Soccer - Junior Varsity	9-12	2.50	2648
Basketball - Varsity	9-12	3.50	3707	Soccer - Assistant Junior Varsity	9-12	1.50	1589
Basketball - Assistant Varsity	9-12	2.50	2648	Soccer	6-8	1.25	1324
Basketball - Junior Varsity	9-12	3.00	3177	Softball - Varsity	9-12	3.50	3707
Basketball - Assistant Junior Varsity	9-12	2.00	2118	Softball - Assistant Varsity	9-12	2.50	2648
Basketball - Frosh	9-12	2.75	2912	Softball - Junior Varsity	9-12	3.00	3177
Basketball - Assistant Frosh	9-12	1.50	1589	Softball - Assistant Junior Varsity	9-12	2.00	2118
Basketball	8th	1.25	1324	Spelling Team	6-8	1.25	1324
Basketball	7th	1.25	1324	Student Activities Director/Government	9-12	5.00	5295
Basketball/Boys	K-6	1.25	1324	Student Activities Director/Government	6-8	2.00	2118
Basketball/Girls	K-6	1.25	1324	Student Activities Director/Government	K-6	1.50	1589
Careers/Work Experience	9-12	2.00	2118	Study Skills/Homework Club	K-8	1.00	1059
Cheerleader/Pep Squad	9-12	3.00	3177	Subject Area Coordinators	K-8	0.50	530
Cheerleader/Pep Squad	6-8	1.50	1589	(School sites only, includes math, science, reading, etc.)			
Cheerleader/Pep Squad Assistant	9-12	1.50	1589	Swimming - Varsity	9-12	3.00	3177
Choral Accompanist	9-12	1.75	1853	Swimming - Assistant	9-12	2.50	2648
Choral Accompanist	6-8	1.50	1589	Swimming	6-8	1.25	1324
Choral Accompanist	K-6	0.50	530	Tennis - Varsity Spring	9-12	3.00	3177
Choral Director	9-12	2.50	2648	Tennis - Varsity Fall	9-12	3.00	3177
Choral Director	6-8	2.00	2118	Track - Varsity	9-12	3.50	3707
Choral Director	K-6	1.50	1589	Track - Assistant Coach	9-12	2.50	2648
Class Advisor	9-12	2.50	2648	Track	6-8	1.25	1324
Club Live	6-8	1.75	1853	Track	K-6	0.50	530
Computer Club	K-8	0.50	530	Volleyball - Varsity	9-12	3.00	3177
Cross Country	9-12	3.00	3177	Volleyball - Assistant Varsity	9-12	2.50	2648
Cross Country Assistant Varsity	9-12	2.00	2118	Volleyball - Junior Varsity	9-12	2.50	2648
Cross Country	6-8	1.25	1324	Volleyball - Assistant Junior Varsity	9-12	2.00	2118
Cross Country	K-6	0.50	530	Volleyball	6-8	1.25	1324
Dance	9-12	2.50	2648	Volleyball	K-6	0.50	530
Dance	K-8	1.50	1589	Waterpolo - Varsity	9-12	3.00	3177
Debate/Speech	9-12	1.50	1589	Waterpolo - Assistant	9-12	2.50	2648
Diving	9-12	1.50	1589	Waterpolo - Junior Varsity	9-12	2.50	2648
Drama	9-12	3.50	3707	Waterpolo - Assistant Junior Varsity	9-12	2.00	2118
Drama (if separate from Music)	K-8	1.00	1059	Weight Training	9-12	2.00	2118
Drill Team	9-12	2.50	2648	Wrestling - Varsity	9-12	3.50	3707
Drill Team	6-8	1.25	1324	Wrestling - Assistant Varsity	9-12	2.50	2648
Extended Academic Services	K-8	1.00	1059	Wrestling - Junior Varsity	9-12	3.00	3177
Football - Varsity	9-12	4.00	4236	Wrestling - Assistant Junior Varsity	9-12	2.00	2118
Football - Junior Varsity	9-12	3.25	3442	Wrestling - Frosh	9-12	2.50	2648
Football - Frosh	9-12	2.75	2912	Wrestling - Assistant Frosh	9-12	1.50	1589
Football - Assistant Varsity	9-12	3.00	3177	Wrestling	6-8	1.25	1324
Football - Assistant Junior Varsity	9-12	3.00	3177	Yearbook	9-12	3.00	3177
Football - Assistant Frosh	9-12	2.50	2648	Yearbook	6-8	2.25	2383
Football (Flag)	6-8	1.25	1324	Yearbook	K-6	0.50	530

Unit Value: .023 of basic teacher salary (\$46,049 x .023 = \$1,059/unit)

Assignment of Extended Day Activities is left to the discretion of the site administrator. All listed activities may not be assigned because of fiscal constraints or site administrator discretion. C.I.F. requires coaches to have current CPR, First Aid, Concussion and Sudden Cardiac Arrest trainings.

Fairfield-Suisun Unified School District
 Department Chairperson Salary Schedule
 Effective: July 1, 2018

Activity	Number of Sections	Grade Level	Unit	Salary - \$
Department Chairperson	70 +	9 - 12	5.00	5,295
Department Chairperson	50 - 69	9 - 12	4.00	4,236
Department Chairperson	30 - 49	9 - 12	3.50	3,707
Department Chairperson	20 - 29	9 - 12	2.50	2,648
Department Chairperson	6 - 19	9 - 12	2.00	2,118
Department Chairperson	1 - 5	9 - 12	1.00	1,059
Department Chairperson	29 - 47	7 - 8	3.00	3,177
Department Chairperson	18 - 28	7 - 8	2.50	2,648
Department Chairperson	6 - 17	7 - 8	1.50	1,589
Department Chairperson	1 - 5	7 - 8	0.50	530
* Program Manager		K - 12	5.00	5,295
* Team Leader		6 - 8	0.75	794

* Special Education Follows Same Schedule

Refer to F-SUTA Contract, Article 15.7

Unit Value: .023 of basic teacher salary (\$46,049 x .023 = \$1,059/unit)

JULY 2017							AUGUST 2017																								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Teacher Support Service

a. Assistance from a teacher support team will be required when a member of this unit is found to have problems relating to his/her educational duties and responsibilities.

1. When a negative Administrative Observation Report is written, a second observation must be completed after twenty (20) workdays and before forty (40) workdays. If the second observation results in a "needs improvement" in the same area(s) as the first observation, a teacher support team is required. However, such time frame may be extended for those administrators who are on a year-round schedule, and may have previously scheduled vacation time off, on a day-for-day basis.
2. A support team will be selected by the observing administrator and teacher, and the support team will meet within fifteen (15) workdays of the second negative observation report. The support team will consist of three (3) teachers selected from the list compiled annually by the District and the Association, one selected by the observing administrator, one by the teacher, and one by mutual consent. If there is no mutual consent, the two teachers already selected will choose the third member. The observing administrator will notify the support team members of their selection within five (5) workdays of their selection. Teacher support service will be initiated and completed within the same academic year as the teacher's work year.
3. Within fifteen (15) workdays of the support team being notified, the support team will complete its observations, meet with the teacher, complete a joint report, and give copies of the report to the teacher and observing administrator.

b. Composition of Support Team

1. Three (3) certificated staff members shall serve as a support team. Annually, a list will be prepared consisting of staff members selected by the District and the Association. Selection of the team shall be as follows:
 - (a) The teacher shall select one (1) member.
 - (b) The evaluator shall select one (1) member.
 - (c) The third member shall be selected by mutual agreement. If no agreement can be reached, the two selected support team members will select the third member.
2. A subject area specialty is not required for representation on a support team. Any staff member from the appropriate level/area shall be qualified to serve on a team.

c. Procedures to be Followed by the Support Team

The support team shall determine the procedures to be followed after consultation with the evaluator and the teacher.

d. Reports

At the completion of support services, a written report shall be submitted at a conference with the teacher. The evaluator shall receive a copy of the report.

e. Follow-Up

After thirty (30) days, if in the judgment of the evaluator, or at the request of the unit member, the support team may continue until observations and evaluations are brought to satisfactory levels.

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

Consulting Teacher Professional Development Report

Name: _____ School Year: _____

Department: _____

Goal:
(Based on job description)

Accomplishment of Goal:

Based on:

- Self Assessment
- Observation by Evaluator
- Peer Feedback
- New Teacher Feedback

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Title: _____ Date: _____

Director of Human Resources: _____ Date: _____

White: Human Resources

Yellow: Department

Pink: Employee



Fairfield-Suisun Unified School District

"Our Mission is to Provide a Quality Educational System that Assures Opportunities for Every Student to Learn and Meet the Challenges of the Future"

Permanent Certificated Personnel Evaluation Standards Selection Form (Reference: Collective Bargaining Agreement, Article 10)

Employee: _____ Evaluator: _____

Grade/Subject Area(s): _____ Position: _____

School Year: _____ Site/Location: _____ Date: _____

Directions for Use:

- 1) Permanent unit members will be evaluated on only three (3) CSTP Standards according to the following: Within the first twenty-five (25) work days of the unit member's work year, the evaluator selects one (1) Standard; the unit member selects one (1) Standard. Additionally, all unit members will be evaluated on Standard 6, "Developing as a Professional Educator." The selection of Standards by the evaluator and the unit member shall be made on this form. All forms shall be available to unit members on the electronic evaluation system. This form shall become a part of Permanent unit member's evaluation. [Reference: Article 10.4.a, Section 1(i) thru 1(ii)]
- 2) The evaluator and the permanent unit member in accordance with Direction 1 above must each select on the line below, a CSTP Standard upon which the unit member will be evaluated in the year cited on this form and then each must date and sign the form. All forms shall be available to unit members on the electronic evaluation system. This form shall become a part of Permanent unit member's evaluation.
[Reference: Article 10.4.a, Section 1(i) thru 1(ii)]
- 3) Upon mutual agreement, the employee and the evaluator may elect to defer the evaluation one year only.

CSTP Standard Selected By Permanent Employee: _____

CSTP Standard Selected By Evaluator: _____

Standard _____ Standard _____

Permanent Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Evaluation Deferral Signatures

The next evaluation of this permanent is deferred one school year only.

Permanent Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

July 2007 (created 7/1/07)
Revised (MOU-5/30/13)



Fairfield-Suisun Unified School District

"Our Mission is to Provide a Quality Educational System that Assures Opportunities for Every Student to Learn and Meet the Challenges of the Future"

Certificated Personnel Observation Form

(Reference: *Collective Bargaining Agreement, Article 10*)

Employee: _____ Evaluator: _____

Grade/Subject Area(s): _____ Position: _____

School Year: _____ Site/Location: _____ Date: _____

*Standard Selected by the Evaluator: _____ *Standard Selected by the Unit Member: _____

Status: _____ Temporary _____ Probationary-Zero _____ First-Year Probationary _____ Second-Year Probationary _____ Permanent _____

Directions for Use:

- 1) During the first thirty (30) days of the unit member's work year, the administrator will convene an individual or School Site Staff meeting in order to discuss the evaluation process and standards. All unit members will be provided electronic copies of the California Standards for the Teaching Profession: A Description of Professional Practice for California Teachers. Upon request, a unit member may be provided with a hard copy of the CSTP. The standards and elements of the California Standards for the Teaching Profession will be discussed in relationship to the FSUSD Observation and Evaluation Rubric. Examples of evidence-based evaluations will be provided. Staff will discuss the process and an opportunity to ask questions will be provided. (Reference: *Article 10.3, Section b*)
- 2) The authorized components of data to validate the CSTP include not only formal observations, but may also include observations of less than thirty minutes, classroom walkthroughs, lesson plans as designed by the classroom teacher, observation of report cards and progress reports, and records of professional development activities as provided by the teacher. (Reference: *Article 10.3, Section e*)
- 3) The FSUSD Observation and Evaluation Rubric will be used to provide meaningful feedback and to serve as a source for discussion. Evidence based comments will be provided. Following each formal observation, the unit member will receive written feedback no less than three (3) workdays prior to the post observation conference. A post observation conference will be held no later than ten (10) workdays following the formal observation. (Reference: *Article 10.3, Section f*)
- 4) **Permanent**, Probationary and Temporary unit members will be observed using this form at least **two** times throughout the course of the school year. (Reference: *Article 10.3, Section d*)

*Applies to Permanent Unit Members ONLY

Standard 1: Engaging and Supporting All Students In Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP			Evidence	Conference Notes
<p><i>Using knowledge of students to engage them in learning.</i> 1.1</p>	<p>Does not use knowledge of students to engage them in learning</p>	<p>Learns about students through data provided in classroom, school, and/or district assessments.</p>	<p>Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.</p>	<p>Uses data from multiple measures to make adjustments to instruction and meet individual identified learning needs. Uses a variety of instructional strategies that ensure equitable access to the curriculum.</p>	<p>Uses comprehensive knowledge of students to make adjustments and accommodations in instruction. Provides opportunities for students to choose from a wide range of methods to further their learning that are responsive to their diverse learning needs.</p>		
<p><i>Connecting learning to students' prior knowledge, life backgrounds, life experiences, and interests.</i> 1.2</p>	<p>Makes no connections between learning and the students' prior knowledge, life experiences and interests. Does not elicit students' questions or comments during a lesson.</p>	<p>Attempts to open lesson to engage students' attention and interest. Asks some questions that elicit students' prior knowledge, life experiences and interest.</p>	<p>Implements activities and elicits questions that help students make connections between what they already know and what they are learning.</p>	<p>Uses questions and activities to extend students' abilities to integrate what they know with the learning goals and objectives. Makes adjustments during lesson to ensure that all students meet the learning goals.</p>	<p>Develops and systematically uses extensive information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests. Provides opportunities and support for students to articulate the relevance and impact of lessons on their lives and/or on society.</p>		
<p><i>Connecting subject matter to meaningful, real-life contexts.</i> 1.3</p>	<p>Makes no real-life connections during instruction as identified in subject matter.</p>	<p>Occasionally connects real-life contexts with subject matter to support student understanding.</p>	<p>Regularly utilizes meaningful, real-life connections to develop students' understandings of subject matter.</p>	<p>Provides opportunities for students to routinely make connections to relevant, meaningful, and real-life contexts throughout subject matter instruction and for students to provide feedback regarding relevance of subject matter to their lives.</p>	<p>Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to actively engage students to make their own connections and to extend their understanding.</p>		

<p><i>Using a variety of instructional strategies, and resources, and technologies to meet students' diverse learning needs.</i></p> <p><i>1.4</i></p>	<p>Uses instructional strategies that lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students' needs.</p>	<p>Uses minimal instructional strategies including technology. Delivers instruction with available resources and materials. Makes minimal adjustments to respond to students' needs.</p>	<p>Elicits student participation through a variety of instructional strategies including technology intended to match students' academic and linguistic needs. Checks for student understanding.</p>	<p>Uses a repertoire of strategies to meet students' diverse academic and linguistic needs to ensure fullest participation and learning for all students.</p>	<p>Creates, adapts, and utilizes a repertoire of strategies, culturally responsive pedagogy, technology, and resources during ongoing instruction. Selects and differentiates learning to accommodate students' diverse learning styles.</p>	
<p><i>Promoting critical thinking through inquiry, problem solving, and reflection.</i></p> <p><i>1.5</i></p>	<p>Limits questions to recall of factual knowledge. Provides no opportunities for students to engage in critical thinking through inquiry, problem solving, or reflection.</p>	<p>Asks questions that focus on factual knowledge and comprehension and provides some opportunities for students to think critically.</p>	<p>Guides students to think critically through the use of questioning strategies, posing/solving problems, and reflecting on issues in content.</p>	<p>Supports students to initiate critical thinking through independently developing questions, posing problems, and reflecting on multiple perspectives.</p>	<p>Facilitates systematic opportunities for students to pose and answer a wide range of complex questions and problems, reflect, and communicate understandings based on in-depth analysis of content learning.</p>	
<p><i>Monitoring student learning and adjusting while instruction while teaching.</i></p> <p><i>1.6</i></p>	<p>Instruction is not modified, in spite of evidence that modifications would improve student learning.</p>	<p>Seeks to clarify instructions and learning activities to support student understanding.</p>	<p>Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding.</p>	<p>Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.</p>	<p>Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively.</p>	

Standard 2: Creating and Maintaining an Effective Environment for Student Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP			Evidence	Conference Notes
<p><i>Creating a physical environment that engages all students.</i></p> <p>2.1</p> <p><i>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</i></p> <p>2.2</p>	<p>The physical environment does not support student learning. Movement and access may be restricted by barriers. Materials are difficult to access when needed.</p>	<p>Arranges room for teacher accessibility or visibility of students. Manages room for easy movement and access to resources. Room displays relate to the curriculum.</p>	<p>Designs movement patterns and access to individual and group engagement. Room displays are used in learning activities.</p>	<p>Designs and manages room and resources to accommodate students' needs and involvement in learning. Displays are integral to learning activities.</p>	<p>Uses total physical environment as a resource to promote individual and group learning. Students are able to contribute to the changing design of the environment.</p>		
	<p>The physical/virtual environment does not support student learning. Movement and access may be restricted by barriers. Materials/resources are difficult to access when needed.</p>	<p>Experiments with adapting the physical and/or virtual learning environment for teacher accessibility or visibility of students, easy movement and access to resources. Room displays relate to the curriculum.</p>	<p>Develops physical and/or virtual learning environments that support student learning. Utilizes a variety of structures for interaction for learning activities that ensure a focus on and completion of learning tasks. Room displays are sometimes used in learning activities.</p>	<p>Maintains physical and/or virtual learning environments that reflect student diversity. Integrates a variety of structures for interaction that engage students constructively and productively in learning. Provides a broad range of resources, displays, and artifacts that are current and integral to instruction.</p>	<p>Adapts physical and/or virtual learning environments flexibly. The environment is used a resource to promote individual and group learning. Students are able to contribute to the changing design of the environment to reflect the student diversity.</p>		
<p><i>Establishing and maintaining learning environments that are physically, and intellectually, and emotionally safe.</i></p> <p>2.3</p>	<p>Does not model fairness, equity, caring, and respect in the classroom. Is unaware of impolite and disrespectful behavior. Allows inappropriate attitudes and behavior among students. Response to inappropriate behavior is unfair or inequitable.</p>	<p>Adheres to policies and laws regarding safety that are required by the site, district, and state. Responds to behaviors that impact student safety as they arise. Explores strategies to establish intellectual and emotional safety in the classroom.</p>	<p>Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that promote acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view. Models and provides instruction on skills that support safety.</p>	<p>Engages students in individual and group work that promotes responsibility to the classroom community. Supports students to take initiative in classroom leadership.</p>	<p>Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.</p>		

<p><i>Creating a rigorous learning environment with high expectations and appropriate support for all students.</i></p> <p>2.4</p>	<p>High expectations for student learning is not evident. Appropriate scaffolds to address achievement gaps are not implemented. Instruction is not developed for appropriate level of challenge.</p>	<p>Focuses the rigor of the learning environment on the accuracy of answers and completion of learning tasks. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students.</p>	<p>Strives for a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Holds high expectations for students. Has an understanding of achievement patterns and uses scaffolds to address achievement gaps.</p>	<p>Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing, and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement.</p>	<p>Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis, and purposeful use of learning. Scaffolds instruction to support students in utilizing a variety of strategies to meet high expectations.</p>	
<p><i>Developing, communicating, and maintaining high standards for individual and group behavior.</i></p> <p>2.5</p>	<p>No standards for behavior appear to have been established, or students are confused about what the standards are.</p>	<p>Basic standards for behavior have been established. Reviews standards for behavior with students in anticipation of need for reinforcement. Refers to standards for behavior and applies consequences as needed.</p>	<p>Develops expectations with some student involvement. Communicates, models, and explains expectations for individual and group behavior. Monitors student behavior during individual and group work.</p>	<p>Equitably reinforces expectations and consequences and supports students to monitor their own behavior and each others' behavior in a respectful way.</p>	<p>Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.</p>	
<p><i>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</i></p> <p>2.6</p>	<p>Has not established routines, procedures, norms, and supports for positive behavior.</p>	<p>Develops procedures and routines. Assists students to learn routines and procedures. Seeks to promote positive behaviors and responds to disruptive behavior.</p>	<p>Establishes and maintains procedure, routines, and norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning environment.</p>	<p>Engages students in monitoring and reflecting on routines, procedures, and norms. Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning environment.</p>	<p>Facilitates students in monitoring and adjusting routines. Classroom climate integrates school standards, promotes positive behaviors, and eliminates most disruptive behavior.</p>	
<p><i>Using instructional time to optimize learning.</i></p> <p>2.7</p>	<p>Learning activities are not appropriately paced. Poor transitions result in lost instructional time.</p>	<p>Provides time for students to complete learning activities. Develops some routines for classroom business and most transitions are timely.</p>	<p>Provides adequate time for instruction, checking for understanding, and completion of learning activities. Paces instruction and classroom business and uses transitions to support and maintain engagement of all students.</p>	<p>Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time.</p>	<p>Presents, adjusts, and facilitates instruction and daily activities so all students have time for learning, are continually engaged, and have opportunities for reflection and assessment. Supports students to self-monitor time on task.</p>	

Standard 3: Understanding and Organizing Subject Matter for Student Learning

Elements	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP		Evidence	Conference Notes
<p>Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. 3.1</p>	<p>Basic knowledge of subject matter is not always evident or current. Does not adequately support students' learning of key concepts.</p>	<p>Has working knowledge of subject matter, related academic language and academic content standards.</p>	<p>Utilizes concepts in subject matter and academic language, to identify connections between academic content standards and instruction.</p>	<p>Identifies and integrates key concepts, themes, relationships, and connections across subject matter areas.</p>	<p>Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.</p>	
<p>Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. 3.2</p>	<p>Does not apply knowledge of student development and proficiencies to meet students' diverse learning needs.</p>	<p>Demonstrates basic knowledge of stages of student development while becoming aware of differences in students' understanding of subject matter.</p>	<p>Connects content being taught to students' prior knowledge and experiences at the appropriate developmental level.</p>	<p>Integrates knowledge of the range of student developmental decisions to ensure student understanding of subject matter, including related academic language.</p>	<p>Utilizes comprehensive knowledge to guide all students to develop proficiencies in self-directed goal setting, monitoring, and improvement.</p>	
<p>Organizing curriculum to facilitate student understanding of the subject matter. 3.3</p>	<p>Does not organize curriculum to facilitate student understanding of the subject matter.</p>	<p>Follows organization of curriculum as provided by site and district to support student understanding of subject matter.</p>	<p>Applies knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts.</p>	<p>Utilizes knowledge of student readiness to learn to organize, sequence, and enhance the curriculum.</p>	<p>Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.</p>	
<p>Utilizing instructional strategies that are appropriate to the subject matter. 3.4</p>	<p>Does not appropriately match instructional strategies to subject matter content or concepts.</p>	<p>Uses limited instructional strategies to make the content accessible to students.</p>	<p>Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.</p>	<p>Integrates instructional strategies appropriate to subject matter that challenge all students. Assists students to individually construct their own knowledge, think critically, understand and use academic language, and make connections within and across subject matter.</p>	<p>Uses a repertoire of instructional strategies that are appropriate to subject matter to support and challenge the full range of students toward a deep understanding of subject matter. Utilizes strategies that challenge and support all students to independently apply and think critically about the subject matter.</p>	

<p><i>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</i></p> <p>3.5</p>	<p>Instructional materials, resources are not used appropriately.</p>	<p>Uses available instructional materials, resources, and technologies to present concepts and skills.</p>	<p>Selects and utilizes appropriate relevant instructional materials, resources and technologies to make subject matter accessible to students. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</p>	<p>Integrates a wide range of relevant materials, resources, and technologies to enrich learning, to reflect linguistic and cultural diversity of students, and to provide equal access for all students.</p>	<p>Engages students in identifying and adapting resources, technologies and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter</p>	
<p><i>Addressing the needs of English Learners and students with special needs to provide equitable access to the content.</i></p> <p>3.6</p>	<p>Is unaware of the range of students' needs as identified by school data. Does not cooperate with support personnel and families to support learning plans and goals.</p>	<p>Is aware of the full range of students' needs as identified through data provided by the school. Seeks additional information on the full range of students to address challenges and required additional supports. Cooperates with support personnel and families in establishing learning plans and goals.</p>	<p>Uses data on the full range of students identified with special needs and/or English Learners to provide appropriate challenges and accommodations in instruction. Communicates with support personnel and families to ensure that appropriate student services are provided and progress is made in accessing content.</p>	<p>Integrates accommodations, adaptations, or extensions to instruction for the full range of students with special needs and English Learners to ensure adequate support and challenge. Maintains regular communication with support personnel and families to ensure that appropriate student services are provided and progress is made in accessing content.</p>	<p>Guides and supports the full range of students with special needs and English Learners to actively engage in assessment and to monitor their own strengths, learning needs, and achievement. Communicates and collaborates with support personnel and families in creating a coordinated program to optimize success of the full range of students with special needs and English Learners.</p>	

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

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP			Evidence	Conference Notes
<p><i>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</i></p> <p style="text-align: right;">4.1</p>	<p>Instructional plans do not match or reflect students' backgrounds, experiences, and developmental needs, and do not support students' learning.</p>	<p>Plans instruction using available standardized test data.</p>	<p>Plans and implements instruction using data from a variety of assessments, as well as information on student academic readiness, language, cultural background, and individual development.</p>	<p>Uses differentiated instruction that supports student learning based on the knowledge of the students' diverse learning needs and cultural background.</p>	<p>Implements differentiated instruction that promotes access to standards, taking into account students' academic, cultural, and linguistic diversity.</p>		
<p><i>Establishing and articulating goals for student learning.</i></p> <p style="text-align: right;">4.2</p>	<p>Instructional goals are not established or do not address students' language, experiences or school expectations. Expectations for students are low or unrealistic.</p>	<p><i>Establishes</i> expectations for student learning in most lessons. Has inconsistent expectations for students.</p>	<p>Articulates and links goals to instructional activities. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.</p>	<p>Ensures that students understand and reflect upon short-term and long-term learning goals. Goals reflect high expectations and challenge students at their level.</p>	<p>Articulates short-term and long-term goals with high expectations for learning. Designs activities so that students have opportunities to participate in setting, revising, and achieving personal goals.</p>		
<p><i>Developing and sequencing long-term and short term instructional plans to support student learning.</i></p> <p style="text-align: right;">4.3</p>	<p>Individual lesson plans have little or no recognizable organization or connection to adopted curriculum. Does not plan to ensure access to challenging, diverse, academic content for all students.</p>	<p>Uses available curriculum guidelines for daily, short-term and long-term plans.</p>	<p>Develops and sequences short and long term instructional plans to support student learning.</p>	<p>Refines sequence of long-term plans with colleagues to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.</p>	<p>Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long-term and short-term instructional plans that ensure high levels of learning.</p>		
<p><i>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</i></p> <p style="text-align: right;">4.4</p>	<p>Instructional strategies do not address students' diverse learning needs.</p>	<p>Plans instruction that incorporates strategies suggested by curriculum guidelines.</p>	<p>Uses knowledge of subject matter, culturally responsive pedagogy, and students' diverse learning needs to plan and implement appropriately paced instructional activities.</p>	<p>Integrates instruction to address learning styles and meets students' assessed language and learning needs. Provides appropriate support and challenge for students.</p>	<p>Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all.</p>		

<p><i>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</i> 4.5</p>	<p>Instructional plans are not modified, in spite of evidence that modifications would improve student learning.</p>	<p>Implements lessons and uses materials from curriculum provided.</p>	<p>Makes adjustments and adaptations to differentiate instructional plans based on the assessed learning needs of all students.</p>	<p>Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.</p>	<p>Based on assessed student needs and past lessons taught, anticipates and plans for a wide range of adaptations to instruction.</p>		
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Standard 5: Assessing Student Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP			Evidence	Conference Notes
<i>Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</i> 5.1	Does not demonstrate an awareness of the purposes, characteristics, and uses of different types of assessments.	Explores the use of different types of assessments. Begins to identify specific characteristics of assessments that yield different types of information about student preparedness, progress, and proficiency.	Selects and uses assessments based on a clear understanding of the purposes and characteristics of assessments to support student learning.	Develops and adapts a range of appropriate assessments to address students' learning needs and progress. Integrates a variety of characteristics into assessments to allow students with a range of learning needs to demonstrate what they know.	Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress. Draws flexibly from a repertoire of appropriate assessment options and characteristics to maximize student demonstration of knowledge.		
<i>Collecting and analyzing assessment data from a variety of sources to inform instruction.</i> 5.2	Uses no sources of information to inform instruction and/or does not use assessments that are appropriate.	Uses data from required assessments to assess student learning. Follows required processes for data analysis and draws conclusions about student learning.	Explores collecting additional data using supplemental assessments. Makes adjustments in planning for single lessons or sequence of lessons based on analysis of assessment data.	Collects a variety of formal and informal assessment data on student learning. Uses analysis of a variety of data to inform planning and differentiation of instruction.	Designs and integrates an assessment plan that provides formal and informal assessment data on student learning. Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction.		
<i>Reviewing data, both individually and with colleagues, to monitor student learning.</i> 5.3	Does not review data, individually or with colleagues, to monitor student learning.	Reviews and monitors assessment data as required by site and/or district.	Reviews and monitors a variety of data, individually and with colleagues, to identify the learning needs of individual students.	Reviews and monitors a wide variety of data, individually and with colleagues, to identify trends and patterns among students.	Works collaboratively with colleagues to identify and address underlying causes for assessment data trends.		

<p>Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</p> <p>5.4</p>	<p>Assessment data is not appropriately used by the teacher to establish learning goals or to plan, differentiate, and modify instruction.</p>	<p>Uses data from available assessments to establish learning goals.</p>	<p>Uses a variety of formal and informal assessment data to establish learning goals for content and academic language. Regularly plans differentiated lessons and modifications to instruction to meet students' diverse learning needs.</p>	<p>Uses a wide variety of data to establish goals for content and academic language that are integrated across content standards for individuals and groups. Plans differentiated instruction targeted to meet individual and group learning needs and modifies lessons during instruction based on informal assessment.</p>	<p>Reflects on data to make refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and makes ongoing adjustments to match the evolving learning needs of individuals and groups.</p>	
<p>Involving all students in self-assessment, goal setting, and monitoring progress.</p> <p>5.5</p>	<p>Does not involve students in self-assessment, goal setting, and monitoring of their progress.</p>	<p>Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress towards class and/or individual goals.</p>	<p>Models and scaffolds student self-assessment and goal setting processes for learning content and academic language. Guides students to monitor and reflect on progress on a regular basis.</p>	<p>Implements opportunities for students to self-assess and set learning goals related to content, academic language and individual skills. Integrates student self-assessment, goal setting, and monitoring progress across the curriculum.</p>	<p>Provides ongoing opportunities for student self-assessment, goal setting, and monitoring progress. Develops students' meta-cognitive skills for analyzing progress and refining goals to advance their academic achievement.</p>	
<p>Using available technologies to assist in assessment, analysis, and communication of student learning.</p> <p>5.6</p>	<p>Does not use available technologies to assist in assessment, analysis, and communication of student learning.</p>	<p>Uses technologies to implement individual assessments, record results and communicate with colleagues and families about student learning.</p>	<p>Uses technology to design and implement assessments, record and analyze results and communicate student learning with colleagues, families and students. Ensures that communications are received by those who lack the access to technologies</p>	<p>Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.</p>	<p>Uses a wide range of technologies to design, implement and analyze assessments and provides for in depth and ongoing communication regarding student learning for all audiences.</p>	

<p><i>Using assessment information to share timely and comprehensible feedback with students and their families.</i> 5.7</p>	<p>Does not provide students with feedback through assessment of work. Poor communication of student proficiency and behavior issues to family.</p>	<p>Provides students with feedback through assessment of work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues.</p>	<p>Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Communicates regularly to share communication assessment information that is responsive to individual student and family needs.</p>	<p>Integrates feedback to students from formal and informal assessments in ways that support increased learning. Provides opportunities for two-way communications with families to share student assessments and progress, and to raise issues or concerns</p>	<p>Develops student skills in analyzing assessments of their progress to facilitate and accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor.</p>	
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Standard 6: Developing as a Professional Educator

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP	Evidence	Conference Notes
Reflecting on teaching practice in support of student learning. 6.1	Rarely uses reflection to assess professional growth to support student learning over time or to plan professional development.	Reflects on areas of concern in his/her teaching practice, assesses growth in these areas, and begins to focus professional development on immediate student learning needs	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and the impact on the full range of learners	Analyzes and reflects individually and with colleagues on teaching and learning based on evidence gathered. Plans professional development based on teaching practices that support the full range of learners	Integrates analysis and reflection individually and with colleagues into teaching practice in relationship to professional growth that supports the full-range of student learning.
Establishing professional goals and engaging in continuous and purposeful professional growth and development. 6.2	Rarely establishes professional goals, seeks opportunities to develop new knowledge or skills, or participates in the professional community.	Sets goals that take into account self-assessment of teaching practice	Sets goals and pursues opportunities to acquire new knowledge and skills and participate in the professional community.	Purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.	Sets and modifies a range of professional goals to extend own teaching practice and that of colleagues. Contributes to professional organizations, literature, and development opportunities and leads professional development.
Collaborating with colleagues and the broader professional community to support teacher and student learning. 6.3	Rarely collaborates with colleagues, or seeks out other staff to discuss student learning. Rarely participates in school or district events or learning activities.	Establishes positive working relationship with a few colleagues. Interacts with colleagues to gather resources. Seeks out trusted colleagues to consider solutions to problems with students.	Works constructively with colleagues and support staff to improve student learning and reflect on practice. Collaborates with colleagues to plan curriculum, coordinate resources, and solve problems.	Engages staff in dialogue and reflection to support student learning and teacher growth in responsive and appropriate ways.	Provides opportunities to collaborate with staff to support learning for all students. Provides leadership for, and contributes to, the learning of other educators.
Working with families to support student learning. 6.4	Teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.	Communicates with families at reporting periods and school events. Advises families of problems. Recognizes the role of the family in student learning. Invites families to contribute in the classroom /school events	Regularly communicates student progress in appropriate ways, taking into account the diversity of families. Encourages families to contribute to the support of their children's learning.	Communicates to families in ways which show understanding of and respect for cultural norms. Provides opportunities and support for families to actively participate in children's learning.	Engages families in a variety of responsive, ongoing, two-way communications in support of student success. Structures a wide range of opportunities for families to contribute to the support of their children's learning.
Engaging local communities in support of the instructional program. 6.5	Lacks awareness of local neighborhoods and communities around school and does not make use of available local resources.	Develops an awareness of neighborhood and community resources.	Uses a variety of neighborhood and community resources to support the curriculum.	Draws from community to improve and enrich the instructional program.	Collaborates with community members to increase instructional and learning opportunities and to support students and families.

<p><i>Managing professional responsibilities to maintain motivation and commitment to all students.</i> 6.6</p>	<p>Does not fulfill professional responsibilities. Does not stay current with professional and legal responsibilities for students' learning, behavior and safety.</p>	<p>Possesses a positive attitude in the classroom. Develops an understanding of professional responsibilities.</p>	<p>Maintains positive attitude, demonstrates understanding of professional responsibilities and a commitment to all students, and seeks to balance professional responsibilities with personal needs.</p>	<p>Maintains motivation and commitment to all students, demonstrates professional integrity, and challenges self intellectually and creatively.</p>	<p>Demonstrates and models professional integrity, and challenges self intellectually and creatively throughout career to maintain motivation and commitment to all students and the professional community.</p>	
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Comments/Commendations/Suggestions

Evaluator	Employee

Administrator's direct actions, involvement and support that will be provided to assist the unit member (add pages if necessary):

- _____
- _____
- _____

Employee's Signature _____ Date _____

Evaluator's Signature _____ Title _____ Date _____



Fairfield-Suisun Unified School District

"Our Mission is to Provide a Quality Educational System that Assures Opportunities for Every Student to Learn and Meet the Challenges of the Future"

Certificated Personnel Evaluation Form

(Reference: *Collective Bargaining Agreement, Article 10*)

Employee: _____ Evaluator: _____

Grade/Subject Area(s): _____ Position: _____

School Year: _____ Site/Location: _____ Date: _____

*Standard Selected by the Evaluator: _____ *Standard Selected by the Unit Member: _____

Status: _____ Temporary _____ Probationary-Zero _____ First-Year Probationary _____ Second-Year Probationary _____ Permanent _____

Directions for Use:

- 1) During the first thirty (30) days of the unit member's work year, the administrator will convene an individual or School Site Staff meeting in order to discuss the evaluation process and standards. All unit members will be provided electronic copies of the California Standards for the Teaching Profession: A Description of Professional Practice for California Teachers. Upon request, a unit member may be provided with a hard copy of the CSTP. The standards and elements of the California Standards for the Teaching Profession will be discussed in relationship to the FSUSD Observation and Evaluation Rubric. Examples of evidence-based evaluations will be provided. Staff will discuss the process and an opportunity to ask questions will be provided. (Reference: *Article 10.3, Section b*)
- 2) The authorized components of data to validate the CSTP include not only formal observations, but may also include observations of less than thirty minutes, classroom walkthroughs, lesson plans as designed by the classroom teacher, observation of report cards and progress reports, and records of professional development activities as provided by the teacher. (Reference: *Article 10.3, Section e*)
- 3) The FSUSD Observation and Evaluation Rubric will be used to provide meaningful feedback and to serve as a source for discussion. Evidence based comments will be provided. Following each formal observation, the unit member will receive written feedback no less than three (3) workdays prior to the post observation conference. A post observation conference will be held no later than ten (10) workdays following the formal observation. (Reference: *Article 10.3, Section f*)
- 4) All unit members will receive a final written evaluation report, and an employee/evaluator conference will be held at least thirty (30) workdays prior to their last workday in the school year in which the evaluation took place. [Reference: *Article 10.4, Sections (a or b)*]

*Applies to Permanent Unit Members ONLY

Standard 1: Engaging and Supporting All Students In Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP	Evidence-Based Rationale for Rating
<p><i>Using knowledge of students to engage them in learning.</i> 1.1</p>	<p>Does not use knowledge of students to engage them in learning</p>	<p>Learns about students through data provided in classroom, school, and/or district assessments.</p>	<p>Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.</p>	<p>Uses comprehensive knowledge of students to make adjustments and accommodations in instruction. Provides opportunities for students to choose from a wide range of methods to further their learning that are responsive to their diverse learning needs.</p>
<p><i>Connecting learning to students' prior knowledge, life backgrounds, life experiences, and interests.</i> 1.2</p>	<p>Makes no connections between learning and the students' prior knowledge, life experiences and interests. Does not elicit students' questions or comments during a lesson.</p>	<p>Attempts to open lesson to engage students' attention and interest. Asks some questions that elicit students' prior knowledge, life experiences and interest.</p>	<p>Uses questions and activities to extend students' abilities to integrate what they know with the learning goals and objectives. Makes adjustments during lesson to ensure that all students meet the learning goals.</p>	<p>Develops and systematically uses extensive information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests. Provides opportunities and support for students to articulate the relevance and impact of lessons on their lives and/or on society.</p>
<p><i>Connecting subject matter to meaningful, real-life contexts.</i> 1.3</p>	<p>Makes no real-life connections during instruction as identified in subject matter.</p>	<p>Occasionally connects real-life contexts with subject matter to support student understanding.</p>	<p>Provides opportunities for students to routinely make connections to relevant, meaningful, and real-life contexts throughout subject matter instruction and for students to provide feedback regarding relevance of subject matter to their lives.</p>	<p>Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to actively engage students to make their own connections and to extend their understanding.</p>

<p>Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.</p> <p>1.4</p>	<p>Uses instructional strategies that lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students' needs.</p>	<p>Uses minimal instructional strategies including technology. Delivers instruction with available resources and materials. Makes minimal adjustments to respond to students' needs.</p>	<p>Elicits student participation through a variety of instructional strategies including technology intended to match students' academic and linguistic needs. Checks for student understanding.</p>	<p>Uses a repertoire of strategies to meet students' diverse linguistic needs to ensure fullest participation and learning for all students.</p>	<p>Creates, adapts, and utilizes a repertoire of strategies, culturally responsive pedagogy, technology, and resources during ongoing instruction. Selects and differentiates learning to accommodate students' diverse learning styles.</p>	<p>Rating (Check One):</p> <p><input type="checkbox"/> Does Not Meet CTSP <input type="checkbox"/> Meets or Exceeds CTSP</p> <p><input type="checkbox"/> Progressing Towards CTSP</p>
<p>Promoting critical thinking through inquiry, problem solving, and reflection.</p> <p>1.5</p>	<p>Limits questions to recall of factual knowledge. Provides no opportunities for students to engage in critical thinking through inquiry, problem solving, or reflection.</p>	<p>Asks questions that focus on factual knowledge and comprehension and provides some opportunities for students to think critically.</p>	<p>Guides students to think critically through the use of questioning strategies, posing/solving problems, and reflecting on issues in content.</p>	<p>Supports students to initiate critical thinking through independently developing questions, posing problems, and reflecting on multiple perspectives.</p>	<p>Facilitates systematic opportunities for students to pose and answer a wide range of complex questions and problems, reflect, and communicate understandings based on in-depth analysis of content learning.</p>	
<p>Monitoring student learning and adjusting instruction while teaching.</p> <p>1.6</p>	<p>Instruction is not modified, in spite of evidence that modifications would improve student learning.</p>	<p>Seeks to clarify instructions and learning activities to support student understanding.</p>	<p>Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding.</p>	<p>Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.</p>	<p>Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively.</p>	

Standard 2: Creating and Maintaining an Effective Environment for Student Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP		Evidence-Based Rationale for Rating
<p><i>Creating a physical environment that engages all students.</i> 2.1</p>	<p>The physical environment does not support student learning. Movement and access may be restricted by barriers. Materials are difficult to access when needed.</p>	<p>Arranges room for teacher accessibility or visibility of students. Manages room for easy movement and access to resources. Room displays relate to the curriculum.</p>	<p>Designs movement patterns and access to resources to promote individual and group engagement. Room displays are used in learning activities.</p>	<p>Designs and manages room and resources to accommodate students' needs and involvement in learning. Displays are integral to learning activities.</p>	<p>Uses total physical environment as a resource to promote individual and group learning. Students are able to contribute to the changing design of the environment.</p>
<p><i>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</i> 2.2</p>	<p>The physical /virtual environment does not support student learning. Movement and access may be restricted by barriers. Materials/resources are difficult to access when needed.</p>	<p>Experiments with adapting the physical and/or virtual learning environment for teacher accessibility or visibility of students, easy movement and access to resources. Room displays relate to the curriculum.</p>	<p>Develops physical and/or virtual learning environments that support student learning. Utilizes a variety of structures for interaction for learning activities that ensure a focus on and completion of learning tasks. Room displays are sometimes used in learning activities.</p>	<p>Maintains physical and/or virtual learning environments that reflect student diversity. Integrates a variety of structures for interaction that engage students constructively and productively in learning. Provides a broad range of resources, displays, and artifacts that are current and integral to instruction.</p>	<p>Adapts physical and/or virtual learning environments flexibly. The environment is used a resource to promote individual and group learning. Students are able to contribute to the changing design of the environment to reflect the student diversity.</p>
<p><i>Establishing and maintaining learning environments that are physically, and intellectually, and emotionally safe.</i> 2.3</p>	<p>Does not model fairness, equity, caring, and respect in the classroom. Is unaware of impolite and disrespectful behavior. Allows inappropriate attitudes and behavior among students. Response to inappropriate behavior is unfair or inequitable.</p>	<p>Adheres to policies and laws regarding safety that are required by the site, district, and state. Responds to behaviors that impact student safety as they arise. Explores strategies to establish intellectual and emotional safety in the classroom.</p>	<p>Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that promote acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view. Models and provides instruction on skills that support safety.</p>	<p>Engages students in individual and group work that promotes responsibility to the classroom community. Supports students to take initiative in classroom leadership.</p>	<p>Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.</p>

<p>Creating a rigorous learning environment with high expectations and appropriate support for all students. 2.4</p>	<p>High expectations for student learning is not evident. Appropriate scaffolds to address achievement gaps are not implemented. Instruction is not developed for appropriate levels of challenge.</p>	<p>Focuses the rigor of the learning environment on the accuracy of answers and completion of learning tasks. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students.</p>	<p>Strives for a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Holds high expectations for students. Has an understanding of achievement patterns and uses scaffolds to address achievement gaps.</p>	<p>Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing, and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement.</p>	<p>Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis, and purposeful use of learning. Scaffolds instruction to support students in utilizing a variety of strategies to meet high expectations.</p>
<p>Developing, communicating, and maintaining high standards for individual and group behavior. 2.5</p>	<p>No standards for behavior appear to have been established, or students are confused about what the standards are.</p>	<p>Basic standards for behavior have been established. Reviews standards for behavior with students in anticipation of need for reinforcement. Refers to standards for behavior and applies consequences as needed.</p>	<p>Develops expectations with some student involvement. Communicates, models, and explains expectations for individual and group behavior. Monitors student behavior during individual and group work.</p>	<p>Equitably reinforces expectations and consequences and supports students to monitor their own behavior and each others' behavior in a respectful way.</p>	<p>Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.</p>
<p>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. 2.6</p>	<p>Has not established routines, procedures, norms, and supports for positive behavior.</p>	<p>Develops procedures and routines. Assists students to learn routines and procedures. Seeks to promote positive behaviors and responds to disruptive behavior.</p>	<p>Establishes and maintains procedure, routines, and norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning environment.</p>	<p>Engages students in monitoring and reflecting on routines, procedures, and norms. Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning environment.</p>	<p>Facilitates students in monitoring and adjusting routines. Classroom climate integrates school standards, promotes positive behaviors, and eliminates most disruptive behavior.</p>
<p>Using instructional time to optimize learning. 2.7</p>	<p>Learning activities are not appropriately paced. Poor transitions result in lost instructional time.</p>	<p>Provides time for students to complete learning activities. Develops some routines for classroom business and most transitions are timely.</p>	<p>Provides adequate time for instruction, checking for understanding, and completion of learning activities. Paces instruction and classroom business and uses transitions to support and maintain engagement of all students.</p>	<p>Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time.</p>	<p>Presents, adjusts, and facilitates instruction and daily activities so all students have time for learning, are continually engaged, and have opportunities for reflection and assessment. Supports students to self-monitor time on task.</p>

Rating (Check One):

Does Not Meet CTSP Meets or Exceeds CTSP

Progressing Towards CTSP

Standard 3: Understanding and Organizing Subject Matter for Student Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP		Evidence-Based Rationale for Rating
Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. 3.1	Basic knowledge of subject matter is not always evident or current. Does not adequately support students' learning of key concepts.	Has working knowledge of subject matter, related academic language and academic content standards.	Utilizes concepts in subject matter and academic language, to identify connections between academic content standards and instruction.	Identifies and integrates key concepts, themes, relationships, and connections across subject matter areas.	Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.
Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. 3.2	Does not apply knowledge of student development and proficiencies to meet students' diverse learning needs.	Demonstrates basic knowledge of stages of student development while becoming aware of differences in students' understanding of subject matter.	Connects content being taught to students' prior knowledge and experiences at the appropriate developmental level.	Integrates knowledge of the range of student developmental decisions to ensure student understanding of subject matter, including related academic language.	Utilizes comprehensive knowledge to guide all students to develop proficiencies in self-directed goal setting, monitoring, and improvement.
Organizing curriculum to facilitate student understanding of the subject matter. 3.3	Does not organize curriculum to facilitate student understanding of the subject matter.	Follows organization of curriculum as provided by site and district to support student understanding of subject matter.	Applies knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts.	Utilizes knowledge of student readiness to learn to organize, sequence, and enhance the curriculum.	Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.
Utilizing instructional strategies that are appropriate to the subject matter. 3.4	Does not appropriately match instructional strategies to subject matter content or concepts.	Uses limited instructional strategies to make the content accessible to students.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.	Integrates instructional strategies appropriate to subject matter that challenge all students. Assists students to individually construct their own knowledge, think critically, understand and use academic language, and make connections within and across subject matter.	Uses a repertoire of instructional strategies that are appropriate to subject matter to support and challenge the full range of students toward a deep understanding of subject matter. Utilizes strategies that challenge and support all students to independently apply and think critically about the subject matter.

<p><i>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</i></p> <p>3.5</p>	<p>Instructional materials, resources are not used appropriately.</p>	<p>Uses available instructional materials, resources, and technologies to present concepts and skills.</p>	<p>Selects and utilizes appropriate relevant instructional materials, resources and technologies to make subject matter accessible to students. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</p>	<p>Integrates a wide range of relevant materials, resources, and technologies to enrich learning, to reflect linguistic and cultural diversity of students, and to provide equal access for all students.</p>	<p>Engages students in identifying and adapting resources, technologies and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter</p>	<p style="text-align: center;">Rating (Check One):</p> <p><input type="checkbox"/> Does Not Meet CTSP Exceeds CTSP</p> <p><input type="checkbox"/> Progressing Towards CTSP</p>
<p><i>Addressing the needs of English Learners and students with special needs to provide equitable access to the content.</i></p> <p>3.6</p>	<p>Is unaware of the range of students' needs as identified by school data. Does not cooperate with support personnel and families to support learning plans and goals.</p>	<p>Is aware of the full range of students' needs as identified through data provided by the school. Seeks additional information on the full range of students to address challenges and required additional supports. Cooperates with support personnel and families in establishing learning plans and goals.</p>	<p>Uses data on the full range of students identified with special needs and/or English Learners to provide appropriate challenges and accommodations in instruction. Communicates with support personnel and families to ensure that appropriate student services are provided and progress is made in accessing content.</p>	<p>Integrates accommodations, adaptations, or extensions to instruction for the full range of students with special needs and English Learners to ensure adequate support and challenge. Maintains regular communication with support personnel and families to ensure that appropriate student services are provided and progress is made in accessing content.</p>	<p>Guides and supports the full range of students with special needs and English Learners to actively engage in assessment and to monitor their own strengths, learning needs, and achievement. Communicates and collaborates with support personnel and families in creating a coordinated program to optimize success of the full range of students with special needs and English Learners.</p>	

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

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP			Evidence-Based Rationale for Rating
<p><i>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</i></p> <p style="text-align: right;">4.1</p>	<p>Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.</p>	<p>Plans instruction using available standardized test data.</p>	<p>Plans and implements instruction using data from a variety of assessments, as well as information on student academic readiness, language, and cultural background, and individual development.</p>	<p>Uses differentiated instruction that supports student learning based on the knowledge of the students' diverse learning needs and cultural background.</p>	<p>Implements differentiated instruction that promotes access to academic content standards, taking into account students' academic, cultural, and linguistic diversity.</p>	
<p><i>Establishing and articulating goals for student learning.</i></p> <p style="text-align: right;">4.2</p>	<p>Instructional goals are not established or do not address students' language, experiences or school expectations.</p> <p>Expectations for students are low or unrealistic.</p>	<p><i>Establishes</i> expectations for student learning in most lessons. Has inconsistent expectations for students.</p>	<p>Articulates and links goals to instructional activities. Goals are appropriately challenging for most students and represent valuable learning.</p> <p>Expectations for students are generally high.</p>	<p>Ensures that students understand and reflect upon short-term and long-term learning goals. Goals reflect high expectations and challenge students at their level.</p>	<p>Articulates short-term and long-term goals with high expectations for learning. Designs activities so that students have opportunities to participate in setting, revising, and achieving personal goals.</p>	
<p><i>Developing and sequencing long-term and short term instructional plans to support student learning.</i></p> <p style="text-align: right;">4.3</p>	<p>Individual lesson plans have little or no recognizable organization or connection to adopted curriculum.</p> <p>Does not plan to ensure access to challenging, diverse, academic content for all students.</p>	<p>Uses available curriculum guidelines for daily, short-term and long-term plans.</p>	<p>Develops and sequences short and long term instructional plans to support student learning.</p>	<p>Refines sequence of long-term plans with colleagues to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.</p>	<p>Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long-term and short-term instructional plans that ensure high levels of learning.</p>	
<p><i>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</i></p> <p style="text-align: right;">4.4</p>	<p>Instructional strategies do not address students' diverse learning needs.</p>	<p>Plans instruction that incorporates strategies suggested by curriculum guidelines.</p>	<p>Uses knowledge of subject matter, culturally responsive pedagogy, and students' diverse learning needs to plan and implement appropriately paced instructional activities.</p>	<p>Integrates instruction to address learning styles and meets students' assessed language and learning needs. Provides appropriate support and challenge for students.</p>	<p>Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all.</p>	

<p><i>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</i> 4.5</p>	<p>Instructional plans are not modified, in spite of evidence that modifications would improve student learning.</p>	<p>Implements lessons and uses materials from curriculum provided.</p>	<p>Makes adjustments and adaptations to differentiate instructional plans based on the assessed learning needs of all students.</p>	<p>Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.</p>	<p>Based on assessed student needs and past lessons taught, anticipates and plans for a wide range of adaptations to instruction.</p>	<p>Rating (Check One): <input type="checkbox"/> Does Not Meet CTSP Exceeds CTSP <input type="checkbox"/> Meets or Exceeds CTSP <input type="checkbox"/> Progressing Towards CTSP</p>
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Standard 5: Assessing Student Learning

<i>Elements</i>	Does Not Meet CSTP	Progressing Towards CSTP	Meets or Exceeds CSTP			Evidence-Based Rationale for Rating
<p><i>Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</i></p> <p>5.1</p>	<p>Does not demonstrate an awareness of the purposes, characteristics, and uses of different types of assessments.</p>	<p>Explores the use of different types of assessments. Begins to identify specific characteristics of assessments that yield different types of information about student preparedness, progress, and proficiency.</p>	<p>Selects and uses assessments based on a clear understanding of the purposes and characteristics of assessments to support student learning.</p>	<p>Develops and adapts a range of appropriate assessments to address questions about students' learning needs and progress. Integrates a variety of characteristics into assessments to allow students with a range of learning needs to demonstrate what they know.</p>	<p>Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress. Draws flexibly from a repertoire of appropriate assessment options and characteristics to maximize student demonstration of knowledge.</p>	
<p><i>Collecting and analyzing assessment data from a variety of sources to inform instruction.</i></p> <p>5.2</p>	<p>Uses no sources of information to inform instruction and/or does not use assessments that are appropriate.</p>	<p>Uses data from required assessments to assess student learning. Follows required processes for data analysis and draws conclusions about student learning.</p>	<p>Explores collecting additional data using supplemental assessments. Makes adjustments in planning for single lessons or sequence of lessons based on analysis of assessment data.</p>	<p>Collects a variety of formal and informal assessment data on student learning. Uses analysis of a variety of data to inform planning and differentiation of instruction.</p>	<p>Designs and integrates an assessment plan that provides formal and informal assessment data on student learning. Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction.</p>	
<p><i>Reviewing data, both individually and with colleagues, to monitor student learning.</i></p> <p>5.3</p>	<p>Does not review data, individually or with colleagues, to monitor student learning.</p>	<p>Reviews and monitors assessment data as required by site and/or district.</p>	<p>Reviews and monitors a variety of data, individually and with colleagues, to identify the learning needs of individual students.</p>	<p>Reviews and monitors a wide variety of data, individually and with colleagues, to identify trends and patterns among students.</p>	<p>Works collaboratively with colleagues to identify and address underlying causes for assessment data trends.</p>	

<p>Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</p> <p>5.4</p>	<p>Assessment data is not appropriately used by the teacher to establish learning goals or to plan, differentiate, and modify instruction.</p>	<p>Uses data from available assessments to establish learning goals.</p>	<p>Uses a variety of formal and informal assessment data to establish learning goals for content and academic language. Regularly plans differentiated lessons and modifications to instruction to meet students' diverse learning needs.</p>	<p>Uses a wide variety of data to establish goals for content and academic language that are integrated across content standards for individuals and groups. Plans differentiated instruction targeted to meet individual and group learning needs and modifies lessons during instruction based on informal assessment.</p>	<p>Reflects on data to make refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and makes ongoing adjustments to match the evolving learning needs of individuals and groups.</p>
<p>Involving all students in self-assessment, goal setting, and monitoring progress.</p> <p>5.5</p>	<p>Does not involve students in self-assessment, goal setting, and monitoring of their progress.</p>	<p>Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress towards class and/or individual goals.</p>	<p>Models and scaffolds student self-assessment and goal setting processes for learning content and academic language. Guides students to monitor and reflect on progress on a regular basis.</p>	<p>Implements opportunities for students to self-assess and set learning goals related to content, academic language and individual skills. Integrates student self-assessment, goal setting, and monitoring progress across the curriculum.</p>	<p>Provides ongoing opportunities for student self-assessment, goal setting, and monitoring progress. Develops students' meta-cognitive skills for analyzing progress and refining goals to advance their academic achievement.</p>
<p>Using available technologies to assist in assessment, analysis, and communication of student learning.</p> <p>5.6</p>	<p>Does not use available technologies to assist in assessment, analysis, and communication of student learning.</p>	<p>Uses technologies to implement individual assessments, record results and communicate with colleagues and families about student learning.</p>	<p>Uses technology to design and implement assessments, record and analyze results and communicate student learning with administration, colleagues, families and students. Ensures that communications are received by those who lack the access to technologies</p>	<p>Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.</p>	<p>Uses a wide range of technologies to design, implement and analyze assessments and provides communication regarding student learning for all audiences.</p>

<p><i>Using assessment information to share timely and comprehensible feedback with students and their families.</i> 5.7</p>	<p>Does not provide students with feedback through assessment of work. Poor communication of student proficiency and behavior issues to family.</p>	<p>Provides students with feedback through assessment of work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues.</p>	<p>Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Communicates regularly to share communication assessment information that is responsive to individual student and family needs.</p>	<p>Integrates feedback to students from formal and informal assessments in ways that support increased learning. Provides opportunities for two-way communications with families to share student assessments and progress, and to raise issues or concerns</p>	<p>Develops student skills in analyzing assessments of their progress to facilitate and accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor.</p>	<p>Rating (Check One):</p> <p><input type="checkbox"/> Does Not Meet CTSP Exceeds CTSP <input type="checkbox"/> Meets or Exceeds CTSP</p> <p><input type="checkbox"/> Progressing Towards CTSP</p>
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Standard 6: Developing as a Professional Educator

Evidence-Based Rationale for Rating		Meets or Exceeds CSTP			
Elements	Does Not Meet CSTP	Progressing Towards CSTP	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and the impact on the full range of learners	Analyzes and reflects individually and with colleagues on teaching and learning based on evidence gathered. Plans professional development based on teaching practices-that support the full range of learners	Integrates analysis and reflection individually and with colleagues into teaching practice in relationship to professional growth that supports the full-range of student learning.
Reflecting on teaching practice in support of student learning. 6.1	Rarely uses reflection to assess professional growth to support student learning over time or to plan professional development.	Reflects on areas of concern in his/her teaching practice, assesses growth in these areas, and begins to focus professional development on immediate student learning needs	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and the impact on the full range of learners	Analyzes and reflects individually and with colleagues on teaching and learning based on evidence gathered. Plans professional development based on teaching practices-that support the full range of learners	Integrates analysis and reflection individually and with colleagues into teaching practice in relationship to professional growth that supports the full-range of student learning.
Establishing professional goals and engaging in continuous and purposeful professional growth and development. 6.2	Rarely establishes professional goals, seeks opportunities to develop new knowledge or skills, or participates in the professional community.	Sets goals that take into account self-assessment of teaching practice	Sets goals and pursues opportunities to acquire new knowledge and skills and participate in the professional community.	Purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.	Sets and modifies a range of professional goals to extend own teaching practice and that of colleagues. Contributes to professional organizations, literature, and development opportunities and leads professional development.
Collaborating with colleagues and the broader professional community to support teacher and student learning. 6.3	Rarely collaborates with colleagues, or seeks out other staff to discuss student learning. Rarely participates in school or district events or learning activities.	Establishes positive working relationship with a few colleagues. Interacts with colleagues to gather resources. Seeks out trusted colleagues to consider solutions to problems with students.	Works constructively with colleagues and support staff to improve student learning and reflect on practice. Collaborates with colleagues to plan curriculum, coordinate resources, and solve problems.	Engages staff in dialogue and reflection to support student learning and teacher growth in responsive and appropriate ways.	Provides opportunities to collaborate with staff to support learning for all students. Provides leadership for, and contributes to, the learning of other educators.
Working with families to support student learning. 6.4	Teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.	Communicates with families at reporting events and school events. Advises families of problems. Recognizes the role of the family in student learning. Invites families to contribute in the classroom /school events	Regularly communicates student progress in appropriate ways, taking into account the diversity of families. Encourages families to contribute to the support of their children's learning.	Communicates to families in ways which show understanding of and respect for cultural norms. Provides opportunities and support for families to actively participate in support of their children's learning.	Engages families in a variety of responsive, ongoing, two-way communications in support of student success. Structures a wide range of opportunities for families to contribute to the support of their children's learning.

<p>Engaging local communities in support of the instructional program.</p> <p>6.5</p>	<p>Lacks awareness of local neighborhoods and communities around school and does not make use of available local resources.</p>	<p>Develops an awareness of neighborhood and community resources.</p>	<p>Uses a variety of neighborhood and community resources to support the curriculum.</p>	<p>Draws from understanding of community to improve and enrich the instructional program.</p>	<p>Collaborates with community members to increase instructional and learning opportunities and to support students and families.</p>	<p>Rating (Check One):</p> <p><input type="checkbox"/> Does Not Meet CTSP Exceeds CTSP</p> <p><input type="checkbox"/> Meets or Exceeds CTSP</p> <p><input type="checkbox"/> Progressing Towards CTSP</p>
<p>Managing professional responsibilities to maintain motivation and commitment to all students.</p> <p>6.6</p>	<p>Does not fulfill professional responsibilities. Does not stay current with professional and legal responsibilities for students' learning, behavior and safety.</p>	<p>Possesses a positive attitude in the classroom. Develops an understanding of professional responsibilities.</p>	<p>Maintains positive attitude, demonstrates understanding of professional responsibilities and a commitment to all students, and seeks to balance professional responsibilities with personal needs.</p>	<p>Maintains motivation and commitment to all students, demonstrates professional integrity, and challenges self intellectually and creatively.</p>	<p>Demonstrates and models professional integrity, and challenges self intellectually and creatively throughout career to maintain motivation and commitment to all students and the professional community.</p>	<p>Rating (Check One):</p> <p><input type="checkbox"/> Does Not Meet CTSP Exceeds CTSP</p> <p><input type="checkbox"/> Meets or Exceeds CTSP</p> <p><input type="checkbox"/> Progressing Towards CTSP</p>

Comments/Commendations/Suggestions

Evaluator	Employee

Administrator's direct actions, involvement and support that will be provided to assist the unit member (add pages if necessary):

- _____
- _____
- _____

Employee's Signature _____ Date _____

Evaluator's Signature _____ Title _____ Date _____

Agreement between the
Fairfield-Suisun Unified Teachers' Association
and
Fairfield-Suisun Unified School District

SUPPORT PROVIDER

PRIMARY RESPONSIBILITY:

Guides and assists new teachers who currently have an emergency credential and are not eligible for other forms of assistance. A maximum of two (2) years of assistance may be provided to each new teacher.

RESPONSIBLE TO:

Site Principal

ASSIGNED RESPONSIBILITIES:


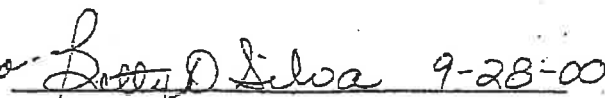
1. Meets on a regularly scheduled basis with the new teacher(s) at the school site.
2. Conducts non-evaluative classroom visitations at least four times during the year.
3. Assists the new teacher in reflecting on current instructional practices and in setting goals for further development.
4. Provides information, materials and resources to assist the new teacher in completing classroom and school duties.
5. Assists the new teacher in accessing appropriate professional development activities.
6. Assists with curriculum planning, lesson planning, and classroom management based on the needs of the individual teacher.
7. Maintains a monthly log of meeting times and topics.
8. Attends training sessions for Support Providers as provided in the Professional Development Agreement.

MINIMUM QUALIFICATIONS:

1. Permanent status as a Fairfield-Suisun Unified School District certificated employee.
2. Excellent evaluations which demonstrate exemplary professional practice.
3. A record of ongoing participation in Professional Development.
4. A commitment to serving a diverse student population.
5. Knowledge of state and district curriculum and assessment standards.
6. Located at the same site as the beginning teacher.
7. Effective interpersonal and communication skills.

STIPEND:

\$1,000 annually per new teacher with a caseload maximum of three (3). **

 Signature	9-28-00 Date	 Signature	9-28-00 Date
F-SUSD		F-SUTA	

**Note: Amount increased to \$2,000 effective 7/1/15

CALIFORNIA EDUCATION CODE

44922. Notwithstanding any other provision, the governing board of a school district or a county superintendent of schools may establish regulations which allow their certificated employees to reduce their workload from full-time to part-time duties.

The regulations shall include, but shall not be limited to, the following, if the employees wish to reduce their workload and maintain retirement benefits pursuant to Section 22713 of this code or Section 20815 of the Government Code:

(a) The employee shall have reached the age of 55 prior to reduction in workload.

(b) The employee shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.

(c) During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.

(d) The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

(e) (1) The employee shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.

(2) The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

(f) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.

(g) This option is limited in prekindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

(h) The period of this part-time employment shall include a period of time, as specified in the regulations, which shall be up to and include five years for employees subject to Section 20815 of the Government Code or 10 years for employees subject to Section 22713 of this code.

(i) The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. This subdivision shall not apply to any employee subject to Section 22713 of this code.

Note: The mentor teacher program formerly in effect in the District was operated pursuant to the language below. That program is no longer funded by the State of California and is no longer in existence. This language remains as an appendix for future use if needed:

MENTOR TEACHER PROGRAM

The Mentor Teacher Program is a categorical program funded by the State of California. All appointments of mentor teachers are made pending funding by the state. The program is intended to encourage teachers to continue to pursue excellence within their profession and to provide incentives to teachers of demonstrated ability and expertise to remain in the public school system. Mentor teachers provide assistance and guidance to new teachers; assistance to other teachers who request this service; training, inservice, or peer coaching; and leadership or service in curriculum development and implementation.

1. Mentor Teacher Selection Committee

- a. In accordance with Education Code Section 44491, the Mentor Teacher Selection Committee shall be composed of six (6) teachers and five (5) certificated administrators.
- b. Candidates for election to the Mentor Teacher Selection Committee shall be nominated in a manner to be determined by the Association; a secret ballot election shall be conducted by the Association among all teachers in the District to select the teacher members of the Mentor Teacher Selection Committee.
- c. Each teacher of the Mentor Teacher Selection Committee will serve a three (3) year term with two (2) of the six (6) positions elected each year. Members may be elected to serve consecutive terms without limit.
- d. No member of the Mentor Teacher Selection Committee shall be nominated to mentor status.
- e. Meetings of the Mentor Teacher Selection Committee shall be scheduled by a majority of the committee members.
- f. Each member of the Mentor Teacher Selection Committee shall be paid the prevailing hourly rate for extra work for committee duties performed outside of the teacher work day and/or year, but the total of such compensation shall not exceed twenty percent (20%) of the program's administrative income for each school year during which mentors are screened and nominated by the Mentor Teacher Selection Committee; expenses of the teacher members of the Mentor Teacher Selection Committee, including necessary travel for observation, shall be paid at prevailing District rates.

2. Mentor Teachers

- a. No person shall be designated as a mentor teacher unless he/she: (1) holds a current California Teacher Credential, (2) has achieved permanent status in the Fairfield-Suisun Unified School District, (3) has substantial, recent experience as a classroom teacher, and (4) demonstrates exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. Any eligible teacher other than members of the Mentor Teacher Selection Committee may apply for the mentor status on a form to be provided by the Mentor Teacher Selection Committee.
- c. Only certificated members of the Mentor Teacher Selection Committee may inspect personnel information or conduct visitations/observations necessary to the selection process.
- d. The Mentor Teacher Selection Committee shall nominate as mentor teachers those candidates who receive the affirmative votes of two-thirds (2/3) of the members present (not to exceed the number allotted by the State Department of Education). The selection committee may also nominate alternates in priority order.
- e. The nomination of mentors and alternates shall be presented to the Governing Board which shall designate all mentors and alternates. Persons designated as mentor teachers shall serve from the date of designation until the end of the school year during which designation occurs, but a person may be designated for a total of three (3) consecutive years without reapplication.
- f. After serving three (3) consecutive years, a mentor must wait one (1) year before reapplying to be a mentor teacher.
- g. The duties of each mentor teacher shall be individually determined by the Assistant Superintendent/Educational Services or designee in consultation with the affected mentor teacher.
- h. Mentors are to be redesignated for a second or third year based upon fulfilling their mentor obligations.
- i. The number of mentor teachers shall not exceed the number allotted to the District by the state, and their compensation shall not exceed the state allowance for mentor teachers.
- j. No mentor teacher shall participate in the evaluation of other unit members or be subpoenaed by the District to testify against a unit member in a District disciplinary procedure; no mentor teacher shall exercise administrative or supervisory authority over other unit members by virtue of his/her designation as a mentor teacher. Communication between mentor teachers and other teachers shall be privileged.

Archived Language, previously Article 22.1.h.: Mentor teachers and categorical program managers will be included in month-end warrant(s) and not subject to STRS.

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District

May 22, 2014

This Memorandum of Understanding is to create:

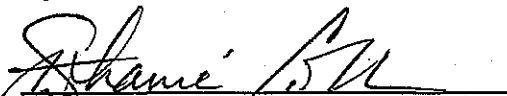
1. Modify the job description of Consulting Teachers.
2. Extend Consulting Teacher terms of service to five (5) years.
3. To create staggered terms for Consulting Teachers so that consulting terms are in a staggered fashion.
4. The Human Resources Department shall maintain records regarding the terms of Consulting Teachers and shall notify the PAR Committee of pending vacancies due to the expiration of terms. Additionally, the Human Resources Department shall notify the PAR Committee if a vacancy occurs between terms.

Rationale: Having moved to the new SB2042 Induction Program, qualifying new teachers are placed into the BTSA Program for two (2) years. Consulting Teachers have different responsibilities to help ensure that all qualifying new teachers complete all requirements of the SB2042 Induction Program. Creating terms more closely aligned with the BTSA SB2042 Program would be beneficial to all concerned parties. Since a great deal of time, energy and expense go into the "retooling" of a teacher for the Consulting Teacher role it is more cost effective to have the Consulting Teacher serve a five (5) year term.

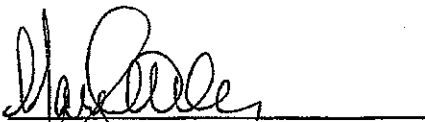
Transition procedure for staggering terms:

- Based on District seniority, the current Consulting Teachers will select a position from the attached chart. One position (1) will conclude at the end of the 2015-2016 school year; one position (2) will conclude at the end of the 2016-2017 school year; three positions (3, 4, and 5) will conclude at the end of the 2017-2018 school year; two positions (6 and 7) will conclude at the end of the 2018-2019 school year.
- The attached chart clarifies the transition of terms and the overall effect. The creation of additional Consulting Teacher positions would be for a five-year (5) term.
- Subsequent Consulting Teachers hired, will be hired for a five-year (5) term.
- The Parties will jointly determine the date of the Selection Process outlined above upon the signing of this memorandum.

This Memorandum of Understanding will become effective upon signature of both bargaining parties. This Memorandum of Understanding will be added to the Collective Bargaining Agreement upon signature.


Stephanie Cobb
F-SUTA Bargaining Chair

05/22/14
Date


Marylou K. Wilson, Ed.D.
Assistant Superintendent-Human Resources
FSUSD

5/22/14
Date

Terms of CT positions for purpose of staggering terms

FSUSD BTSA Induction Program, 2013-14

Teacher	School Year 2011-12	School Year 2012-13	School Year 2013-14	School Year 2014-15	School Year 2015-16
Consulting Teacher 1	Contract begins August 2011 through 2015-16 SY	Year 2	Year 3	Year 4	Year 5
Consulting Teacher 2	Contract begins December 2011 through 2016-17 SY (mid-year hire)	Year 1 (first full year)	Year 2	Year 3	Year 4
Consulting Teacher 3		Contract begins October 2012 through 2017-18 (mid-year hire)	Year 1 (first full year)	Year 2	Year 3
Consulting Teacher 4		Contract begins January 2013 through 2017-18 (mid-year hire)	Year 1 (first full year)	Year 2	Year 3
Consulting Teacher 5			Contract begins August 2013 through 2017-18	Year 2	Year 3
Consulting Teacher 6			Contract begins October 2013 through 2018-19	Year 1 (first full year)	Year 2
Consulting Teacher 7			Contract begins January 2014 through 2018-19	Year 1 (first full year)	Year 2
Consulting Teacher 8					
Consulting Teacher 9					

PRIMARY FUNCTION:

Consulting teachers provide support, modeling, and coaching to eligible BTSA Induction and PAR teachers, pursuant to this job description. Consulting Teachers assist eligible teachers in completion of state mandated requirements to obtain a Professional Clear credential (Induction). Consulting teachers do not function as evaluators of their peers. Evaluation and personnel decisions are a management function.

DIRECTLY RESPONSIBLE TO: Coordinator of Professional Staff Development and PAR/BTSA and the PAR Joint Committee.

RELATIONSHIP TO STUDENT ACHIEVEMENT: Participating Teachers are taught to effectively utilize formative and summative assessments to appropriately design instruction for students. This position provides direct instructional support, modeling, and coaching to teachers in order to ensure effective teaching and instruction for all students.

ASSIGNED RESPONSIBILITIES:

1. Plan, organize and implement ongoing professional development workshops for BTSA Induction and PAR participants.
2. Provide coaching, demonstration lessons, coordination of visitations, observation with feedback, support with planning, and other forms of assistance to BTSA Induction and PAR teachers.
3. Confer regularly in triad meetings with site administrators regarding the process of peer assistance and review.
4. Maintain a log of contacts, activities and assistance for each participant that specifies dates, times, and outcomes and/or action to meet Induction requirements.
5. Collaborate with BTSA Induction teachers to develop an Individual Learning Plan and an Individual Professional Development Plan pursuant to program and state requirements.
6. Collaborate with participating teachers to complete all BTSA Induction requirements as established by the California Commission for Teacher Credentialing and the Fairfield-Suisun BTSA Induction Program.
7. Meet with the PAR participating teachers to review PAR program expectations, establish performance goals, and develop a PAR improvement plan.
8. Provide a written summary to the PAR Joint Panel regarding the progress of referred PAR teachers in meeting established performance goals of the PAR Improvement Plan.
9. Participate in meetings with the PAR Joint Panel as required.
10. Participate in regular meetings with Consulting Teachers facilitated by the Coordinator of Professional Staff Development and PAR/BTSA.
11. Maintain appropriate confidentiality for all aspects of the program including communication and documentation.
12. Participate in ongoing professional development opportunities to expand and refine knowledge and mentoring skills.
13. Participate in data driven dialogue and learning focused conversation with BTSA Induction participants.

SUPERVISION EXERCISED AND RECEIVED:

EXERCISED: None

Revised 1/11/2008 9:52:00 AM

Rosemary Louisant, F-SUTA

Page 1 of 3

[Signature]

Standing: 30 Walking: 30 Sitting: 40

Body Movement (Frequency):

None (0) Limited (1) Occasional (2) Frequent (3) Very Frequent (4)

Lifting (lbs.): 1 Lifting: 1 Bending: 1

Pushing and/or Pulling Loads: 0 Reaching Overhead: 1 Kneeling or Squatting: 0

Climbing Stairs: 1 Climbing Ladder: 0

Rosemarie Louissaint, F-SU/A

A. [Signature]



FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

To: _____

From: Special Education Administrator

Date: _____

SUBJECT: Caseload Support

Thank you for agreeing to temporarily increase your work hours.

The completed section below describes the conditions under which your assistance will be provided.

- You will work extra hourly to assist with assessment, IEP development, and/or specified services as listed in E.C. 56362 (a) 1-5 for _____
not to exceed _____ hours per month. Teacher

Beginning _____ and ending _____
Date Date

An hourly time sheet must be submitted to the Special Education Secretary at the end of each month that you work extra hours. You will be paid your per diem rate of pay according to the hours listed on the time sheet.

OR

- You will be provided with a substitute for _____ hours/days to assist with assessment, IEP development and/or specified services as listed in E.C. 56362 (a) 1-5.

If it becomes necessary to increase or extend this agreement, you will be contacted.


Approved by: _____
Special Education Administrator

Employee Signature: _____ Date: _____

cc: Special Education, Payroll, Human Resources

Memorandum of Understanding
Between
Fairfield-Suisun Unified School District and
Fairfield-Suisun Unified Teachers Association
Curriculum and Instruction Coaches K-12
May 7, 2008

1. This Memorandum of Understanding becomes effective upon signatures.
2. This Memorandum of Understanding shall be added to the contract as Appendix _____ and shall be referenced in Article 21. The reference shall read: "See Curriculum and Instruction Coaches K-12 Memorandum of Understanding Appendix _____."
3. The Curriculum and Instruction Coach shall not report, orally or put in writing, any observations from unit members' classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Curriculum and Instruction Coach shall be given directly to the Unit member who was assisted by the Curriculum and Instruction Coach. No electronic, written, or oral communication shall be given to District and/or site administrators concerning working with unit members.
4. Curriculum and Instruction Coaches shall only assist classroom teachers who volunteer for assistance.
5. Curriculum and Instruction Coaches shall prioritize time to assist interns or any temporary unit members who request assistance from Curriculum and Instruction Coaches.
6. Curriculum and Instruction Coaches shall serve for a term of no more than five (5) years. Curriculum and Instruction Coaches may not be selected as FSUSD administrators following the conclusion of their services as a Curriculum and Instruction Coach for a period of one (1) year following the end of their term as a Curriculum and Instruction Coach.
7. Curriculum and Instruction Coaches shall have the right to return to their previous positions after the first year of their appointment. If their prior position has been eliminated, the unit member shall have the right to select from available open positions based on District seniority.
8. Curriculum and Instruction Coaches shall be supervised by only one (1) Administrator, a designated District Office Administrator.
9. Fourteen (14) Curriculum and Instruction Coaches shall be selected for the 2008-2009 school year. Except in the first specified terms listed in Item 10 below, the maximum term shall be five (5) years.
10. In starting the staggering of terms in the school year 2008-2009: Four (4) positions will conclude their term at the end of the 2013-2014 school year; Five (5) positions will conclude their term at the end of the 2014-2015 school year; and five (5) positions will conclude their term at the end of the 2015-2016 school year. Thereafter, these positions will be filled with staggered five-year terms.
11. Subsequently, if fewer than fourteen (14) Curriculum and Instruction Coaches are selected, the Association and the District shall meet to jointly agree upon the staggering of the terms.


 5/7/08


 5/7/08

12. At a unit member's choosing, any displaced unit member (an involuntarily transferred unit member) whose new assignment, as the result of involuntary transfer causes them to move to a school calendar with a different pay cycle may remain on the same pay cycle they were on prior to the involuntary transfer, or if not, move to the new pay cycle without any loss of pay or benefits.

Rosemary Louissaint

Rosemary Louissaint
Bargaining Chair, F-SUTA

Date 5/7/08

Ron Hawkins

Ron Hawkins
Asst. Superintendent F-SUSD

Date 5/7/08

PRIMARY FUNCTION:

To assist the District Office Supervisors in the planning and/or conducting of staff development activities related to curriculum alignment, the creation of assessments, student intervention/differentiated instruction, and instructional strategies. Coaches will train staff in core curriculum and cross-curricular engagement strategies. Coaches will assist the District Office Supervisors in providing effective modeling/coaching and demonstration lessons to support implementation of core curriculum. Coaches will analyze data and assist in program development. Coaches shall not participate, in any manner, in the evaluation process (verbally or in written form) of unit members.

DIRECTLY RESPONSIBLE TO: Curriculum and Instruction Coaches shall be supervised by only one (1) Administrator, a designated District Office Administrator (Title to be added by the District before the first working day of this new position)

RELATIONSHIP TO STUDENT ACHIEVEMENT:

Assist district office supervisors and staff in organizing and implementing programs and strategies that will benefit student achievement.

ASSIGNED RESPONSIBILITIES:

1. Assist supervisors in analyzing data as the basis of prescriptive interventions and the application of differentiated instructional strategies.
2. Plan, organize and conduct ongoing staff development for teachers and support staff in the areas of state and district adopted core curriculum, English-Language Development, differentiation, and engagement strategies.
3. If a unit member voluntarily agrees to a coach's assistance, the coach may provide ongoing modeling, coaching, and demonstration of effective strategies and lessons for core, ELD, and intervention programs.
4. If an Intern or any temporary unit member voluntarily agrees to the coach's assistance, the coach shall prioritize his/her time to provide such assistance.
5. Facilitate, plan, and team to conduct in-service training, workshops, and study groups that promote effective interventions in content areas.
6. Assist supervisors and staff in developing, organizing, and implementing a school-wide, comprehensive intervention program to meet the needs of all learners.
7. Assist supervisors and staff in development of the Single Plan for Student Achievement.
8. Assist and facilitate in establishing a professional literature library at assigned sites.
9. Perform duties and responsibilities appropriate to student intervention, Direct Instruction, and/or the content training needs of staff and the District.
10. Assist in the planning and development of a cohesive and comprehensive district-wide instructional delivery system, to include factors, such as state and district standards.

Don Smith
5/7/08

Rosemary Lousant
5/7/08

SUPERVISION EXERCISED OR RECEIVED:

RECEIVED: Curriculum and Instruction Coaches shall be supervised by only one (1) Administrator, a designated District Office Administrator (Title to be added by the District before the first working day of this new position)

MINIMUM QUALIFICATIONS:

1. Minimum of six (6) years teaching experience and demonstrated experience with coaching and mentoring.
2. Knowledge of analyzing data as the basis for instructional decisions.
3. Experience in facilitating and leading staff members in collaborative goal-oriented work.
4. Knowledge of effective pedagogical strategies.
5. Knowledge of the state-adopted academic content standards and frameworks.
6. Effective interpersonal and communication skills.
7. Demonstrated commitment to personal professional growth.
8. Ability to use technology effectively.
9. Ability to work as a member of a district-wide team and take a leadership role when necessary.
10. Minimum of six (6) years of classroom teaching with extensive knowledge, background, and training in K-12 in the areas of English-Language Arts, English Language Development, math, and/or content area of expertise.
11. Must have proper ELD Certification.

PHYSICAL ACTIVITY REQUIREMENTS:

Work Position (Percentage of Time):

Standing: 30 Walking: 20 Sitting: 50

Body Movement (Frequency):

<u>None (0)</u>	<u>Limited (1)</u>	<u>Occasional (2)</u>	<u>Frequent (3)</u>	<u>Very Frequent (4)</u>
Lifting (lbs.): 15-18		Lifting: 2		Bending: 2
Pushing and/or Pulling Loads: 1		Reaching Overhead: 1		Kneeling or Squatting: 1
		Climbing Ladders: 0		Climbing Stairs: 2

Work year —184 days and six (6) additional days at the unit member's per-diem pay for professional growth and training.

Ann Smith
5/7/08

Rosemary Louis
5/7/08

**Memorandum of Understanding
Between
Fairfield-Suisun Unified School District
And
Fairfield-Suisun Unified Teachers Association**

May 24, 2018

Hard to Fill Positions

The District and the Association recognize that, due to current labor market conditions, it is difficult for the District to recruit and hire employees in certain positions within the bargaining unit. Therefore, the District and the Association agree to as follows:

The District has identified the following as being hard-to-fill positions: Speech Therapist and Nurses.

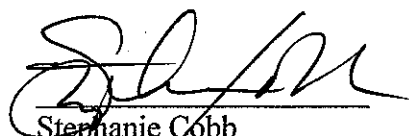
The District shall pay a one-time hiring bonus of \$10,000, to each fully credentialed Speech Therapist or Nurse hired after the date of the signing of this MOU provided they hold the proper preliminary or clear credential for the position to which they have been assigned.

The hiring bonus payment will be prorated based on FTE, not to exceed 1.0 FTE. The hiring bonus shall be paid in two (2) equal payments, fifty percent at signing and the other fifty percent at the completion of one (1) year of service. All payments will be subject to ordinary deductions for payroll tax purposes.

Existing unit members who hold the appropriate credentials listed above, but who are not currently in positions which require credential, shall also be eligible, one time only, to receive the hiring bonuses if they are selected and agree to fill open positions.

All certificate staff receiving hiring bonuses shall not be eligible to transfer out of the job classification without District approval for three years. However, nothing in this Memorandum of Understanding shall be construed to grant any unit member the right to continue in any position or in employment with the District for any period of time.

This agreement shall be in effect from the date of signature through June 30, 2019, and may be renewed only upon consent of the parties, confirmed in writing.



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 5/24/18



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: 5/24/18

Memorandum of Understanding
Between
Fairfield-Suisun Unified School District
and
Fairfield-Suisun Unified Teachers Association

November 18, 2009

Interventions

WHEREAS, the Fairfield-Suisun Unified School District has a requirement under its Program Improvement Plan to provide intervention services for students, and;

WHEREAS, the parties desire to reach an agreement of the terms and conditions under which such an intervention program can be made to harmonize with the existing workday language in the Collective Bargaining Agreement;

THEREFORE, the parties agree as follows:

After school intervention programs shall begin no sooner than fifteen (15) minutes after the student instructional day. The fifteen (15) minutes shall be included as part of the 7¼ hour workday. To be eligible to receive pay for teaching such interventions, a teacher must complete the regularly assigned 7¼ hour workday. The 7¼ hour regularly assigned workday may be completed immediately following the end of the day's intervention program, or at a time prior to the ordinary start of the workday. The terms of such an agreement must be reduced to writing and signed by the teacher and the site principal. A sample of such a written agreement is provided below.

Sample Agreement:

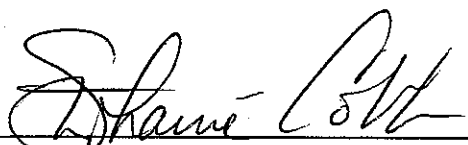
I, _____, in exchange for teaching interventions with pay on days agreed to with the principal, by signing this document am providing assurance that I shall complete the remainder of my regularly assigned 7¼ hour workday [_____ minutes] from _____ to _____.

Teacher: _____

Date: _____

Principal: _____

Date: _____



Stephanie Cobb, Spokesperson
Fairfield-Suisun Unified Teachers Association



Ron Hawkins, Assistant Superintendent
Fairfield-Suisun Unified School District

Date: 11-18-09

Date: 11/18/09

**Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District
May 24, 2018**

Elementary and Secondary Education Act, Early Child Education Credit Reimbursement Agreement

One key goal of the federal reauthorization of the Elementary and Secondary Education Act (ESEA) is that all students are taught by Highly Qualified Teachers (HQT).

The state of California has initiated Transitional Kindergarten (TK) programs, and has indicated that teachers performing this service shall have Early Childhood Education credits prior to performing this service.

In order to assist teachers in the District to obtain HQT status or in obtaining Early Childhood Education credits, the Fairfield-Suisun Unified School District and the Fairfield-Suisun Unified Teachers Association hereby agree that teachers will be reimbursed up to \$1000 for the following:

- University of College Coursework
- Books
- Study Guides
- CSET Preparation Course
- CSET Exams
- Others as approved

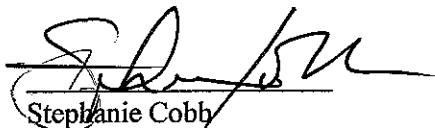
To qualify for reimbursement, the coursework, materials, etc. must be related to obtaining of HQT status, or in obtaining necessary Early Childhood Education credits to be able to teach in a Transitional Kindergarten program. Teachers must receive prior approval from the Human Resources Department in order to qualify reimbursement.

The maximum reimbursement per teacher during the 2018-2019 school year will be \$1,000.

The \$1,000 reimbursement will occur upon proof of completion of coursework or exam. All receipts for books, study guides and other reimbursement costs must be submitted with the Request for Funding Form.

Credit for movement on the salary schedule is not available if course-class is reimbursed.

This Memorandum of Understanding may be renewed only upon the mutual consent of both parties and as categorical funding sources are available.



Stephanie Cobby
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 5/24/18



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: 5/24/18

**Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield – Suisun Unified School District**

May 24, 2018

Special Education Additional Authorizations

The parties recognize that state and federal agencies may make additional requirements for certification subsequent to a unit member's hire and placement in the field of special education. To assist with District compliance and unit member's proper assignment, the District shall choose one or more of the following options to assist unit members in fulfilling their credential requirements:

1. Contract with a credentialing institution to provide training and authorization.
2. Reimburse unit members for coursework required for authorization.
3. District provides professional development opportunities to allow unit members to gain authorization.
4. Such alternate mechanisms as may be agreed to by the parties.

To qualify for reimbursement, the coursework, materials, etc., must be related to obtaining the required authorization. Teachers must receive prior approval from the Human Resources Department in order to qualify for reimbursement.

Reimbursement will occur upon proof of successful completion of coursework or exam. All receipts for registration, books, study guides, and other reimbursement costs shall be submitted with the Request for Funding Form.

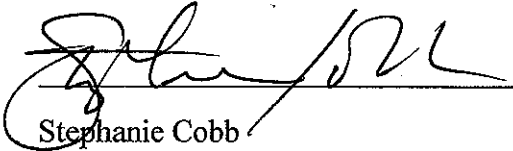
Unit members who receive authorizations under 1 and 2 above, shall be required to serve as a special education teacher in the required assignment for a minimum of one school year subsequent to the acquisition of the authorization. Unit members who elect to transfer voluntarily prior to completing the one year requirement to an assignment not requiring the authorization, or, resign from the District, shall reimburse the District on a pro-rata basis for the cost of acquiring the authorization. If the member is involuntarily transferred or reassigned, this section shall not apply. In addition, the District may waive this requirement on a case-by-case basis.

Credit toward column advancement on the salary schedule is not available if the cost of the course/class is reimbursed to the unit member.

The District may offer enrollment in any classes to unit members whose assignments do not currently require the authorizations. Should the District choose to pay for or reimburse unit members for this coursework, the coursework shall not be credited towards column advancement

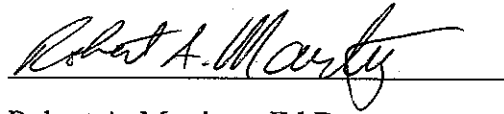
on the salary schedule. Unit members who choose to pay for the coursework necessary shall receive credit for column advancement on the salary schedule.

This Memorandum of Understanding shall be in effect until June 30, 2019, may be renewed only upon the mutual consent of both parties, and as funding sources are available.



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

5/24/18
Date



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District.

5/24/18
Date

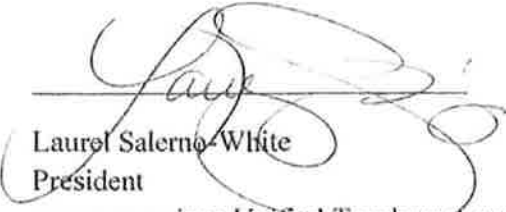
Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District

August 15, 2016

The Public Safety Academy (PSA), as a school of choice, is designed as a rigorous, project-based experiential program for students interested in law enforcement, fire fighting, and other public safety fields. At full build out in the 2016-17 school year the academy shall include grades 5 – 12 and follow high school instructional minutes (per Article 19.2 and average of 372 minutes to include passing time, not to exceed five (5) instructional periods).


This agreement shall not be precedent-setting for the Fairfield-Suisun Unified School District (FSUSD) and the Fairfield-Suisun Unified Teachers Association (F-SUTA) nor apply to any other schools in the FSUSD. The parties agree to the following for the Public Safety Academy program in the upcoming years.

1. The staff is expected to participate in up to twenty (20) hours of training related to the PSA. Some of this training may be provided during collaborative planning time. Professional Development hours, as approved by the administration, will be paid at curriculum rate or it may be used for professional development as outlined in Article 20.2 – Professional Development, if available.
2. The staff shall be required to wear an FSUSD-provided uniform shirt. FSUSD shall provide five (5) shirts at the beginning of a teacher's first year of service. The District shall provide up to five (5) additional uniform shirts per subsequent year as needed. The staff uniform will include slacks, type and color to be determined by staff. The P.E. staff uniform shall include the uniform shirt and appropriate attire for their assignment.
3. This program shall be reviewed in January, 2017, and again in January 2018 to determine any modifications to the program.
4. This MOU shall sunset in June 30, 2018



Laurel Salerno-White
President

Fairfield-Suisun Unified Teachers Association
Date: 9/14/16



Fairfield-Suisun Unifie
Date: 9/14/16

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association (F-SUTA)
And
Fairfield-Suisun Unified School District
May 17, 2012

Training and Support for General Education and Special Education Teachers

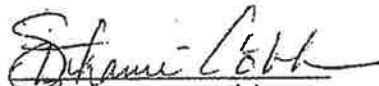
The District shall provide a 6.5 hour in-service on special education issues prior to the start of each school year that will be available for all District teachers. Quarterly professional development shall be provided by the Special Education Department and be available to all District teachers.

The District shall make crisis intervention (e.g., Non-Violent Crisis Intervention) training available to general and special education teachers prior to the start of the year and on a scheduled basis throughout the school year.

The Special Education Department shall, upon request of a unit member or site administrator, provide ongoing support to each elementary school site for implementation of the Learning Center model. This support may include but is not limited to: consultation regarding scheduling; providing release time for problem-solving and articulation between staff; and supporting general education and special education teachers with specific student issues.

These in-services may be available for "Buy Back" credit (per Article 20—Work Year), if approved by the Professional Development Committee. If not used for "Buy Back", compensation shall be provided at the curriculum rate.

This agreement shall sunset on June 30, 2016, unless extended by mutual agreement between the parties.


Stephanie Cobb, Bargaining Chair

Date: 5-17-12


Ron Hawkins, Assistant Superintendent

Date: 5/17/12

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association (F-SUTA)
And
Fairfield-Suisun Unified School District (FSUSD)

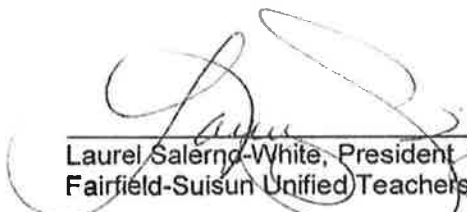
August 15, 2016

Fairfield-Suisun Unified School District and Fairfield-Suisun Unified Teachers Association agree to the following:

Article 21.9 Middle School and Secondary School Additional Periods for the 2016-17 & 2017-18 school years shall be modified to allow permanent teachers with five years of teaching experience to voluntarily teach six (6) periods per day during either the first or the second semester, but not both, with a maximum of 204 student contacts (except P.E., music, and keyboarding). Sixth periods shall be offered to appropriately credentialed unit members in order of seniority.

Unit members shall be compensated at 130% of their normal salary for the duration of their six (6) period assignment. During the alternate semester, the unit member shall teach a normal schedule of five (5) periods and be compensated at 100% of their normal salary. This program shall be limited to four (4) teachers per school site and eleven (11) periods per teacher per school year.


This agreement shall sunset June 30, 2018.



Laurel Salerno-White, President
Fairfield-Suisun Unified Teachers Association

9/14/16

Date



Robert A. Martinez Ed.D., Assistant Superintendent, HR
Fairfield-Suisun Unified School District

9/14/16

Date

Tentative Agreement
March 20, 2014

The following agreements between the Fairfield-Suisun Unified Teachers Association (F-SUTA) and the Fairfield-Suisun Unified School District Governing Board (FSUSD) as outlined below pertain to the 2013-2014 school year unless otherwise noted. Hence, the following shall apply: All terms and conditions in the collective bargaining agreement between F-SUTA and FSUSD remain unchanged except as stated below.

A. Compensation:

1. The parties agree to increase the F-SUTA salary schedules (Teachers Salary Schedule, Adult School Hourly Teacher Salary Schedule, Department Chairperson Salary Schedule, Extended Day Activity Salary Schedule and Permit Teachers Salary Schedule) by three (3) percent effective July 1, 2013. All unit members that were employed by the District during the 2013-14 school year will be eligible for this salary schedule increase.

2. The parties agree to eliminate item number 4 on the Teachers Salary Schedule (Appendix A) that states "Salary Schedule includes one staff development day added to the work calendar for a total of 185 days effective 7-1-2000." This agreement eliminates the mandatory Buy Back day cited in Article 20.2.3.a., leaves the pay for the day in the salary schedule, increasing the per diem rate for the remaining 184 days, and leaves the two optional professional development days paid at the increased per diem rate (this equates to an approximate .54% - fifty-four hundredths of a percent increase)

For the 2013-2014 school year, unit members that complete the mandatory Buy Back day shall be compensated at their per diem rate above and beyond the 184 day work calendar. In addition, per contract, unit members that complete the two (2) voluntary Buy Back days shall be compensated at their per diem rate. For the 2014-2015 school year, one additional Buy Back day will be paid for professional development related to Common Core State Standards. Thus, for the 2013-2014 and the 2014-2015 school years, unit members may earn up to three (3) days of pay, at their per diem rate, for participation in Buy Back.

3. The parties agree to increase the curriculum rate of pay (Article 19.9) from \$29.30 per hour to the hourly rate calculated by taking the value of Step 1 Column 1 with credential of the Teachers Salary Schedule, dividing the annual pay by 184 days and then by 7.25 hours per day effective the first pay period after F-SUTA ratification and FSUSD Governing Board approval.
4. The parties agree to increase the in-lieu rate of pay (Article 19.8.b.2 and 19.8.b.3) from \$32.00 per hour to the hourly rate calculated by taking the value of Step 4 Column 4 with credential of the Teachers Salary Schedule, dividing the annual pay by 184 days and then by 7.25 hours per day effective the first pay period after F-SUTA ratification and FSUSD Governing Board approval.

5. The parties agree to increase the summer school/intervention rate of pay (Appendix F) from \$32.01 per hour to the hourly rate calculated by taking the value of Step 4 Column 4 with credential of the Teachers Salary Schedule, dividing the annual pay by 184 days and then by 7.25 hours per day effective the first pay period after F-SUTA ratification and FSUSD Governing Board approval.
6. The parties agree to increase the home teaching rate of pay (Appendix H) from \$29.02 per hour to the hourly rate calculated by taking the value of Step 4 Column 4 with credential of the Teachers Salary Schedule, dividing the annual pay by 184 days and then by 7.25 hours per day effective the first pay period after F-SUTA ratification and FSUSD Governing Board approval.
7. The parties agree to increase the stipends for a Masters degree, Doctorate degree and the National Board Certification (Article 22.1.d and 22.1.e) by three (3) percent effective July 1, 2013. All unit members that were employed by the District during the 2013-14 school year will be eligible for this salary schedule increase.
8. The parties agree to increase the health and welfare benefit cap (Article 22.2) from \$650 per month to \$700 per month effective July 1, 2014.

Other Tentative Agreements as follows:

1. Tentative Agreement: Article 10 Evaluation including Appendices L, M and N. (May 30, 2013)
2. Tentative Agreement: Incorporate Appendix T Certificated Employees Changing Work Calendars into the Appendix archiving Year Round Language.(March 20, 2014)
3. Tentative Agreement: Updated Temporary Increase in Special Education Work Hours form. This document will be placed in the Appendix. (March 20, 2014)
4. Tentative Agreement: Add title, "Year Round Archived Language" and placed in the appendix. (March 20, 2014)
5. Tentative Agreement: Academic Support Teacher shall be incorporated into the contract. (March 20, 2014)
6. Tentative Agreement: Article 22.2.c Life Insurance shall be incorporated into the contract. (November 1, 2012)
7. Tentative Agreement: Article 19.2 Instructional Time for K-8 Elementary Schools shall be incorporated into the contract. (April 25, 2013)

8. Memorandum of Understanding: Updated Consulting Teachers Timeline. This document will be placed in the Appendix. (March 20, 2014)

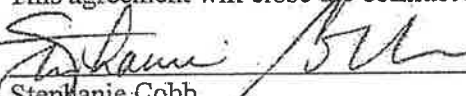
C. Memoranda of Understanding

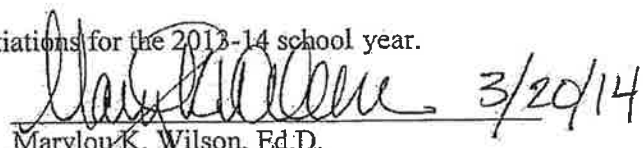
1. Memorandum of Understanding: No Child Left Behind Highly Qualified Teacher Reimbursement Agreement. (March 20, 2014)
2. Memorandum of Understanding: Special Education Additional Authorizations. (March 20, 2014)
3. Memorandum of Understanding: Hard to Fill Positions. (March 20, 2014)
4. Memorandum of Understanding: Article 21.9 Middle School and Secondary School Additional Periods. (March 20, 2014)
5. Memorandum of Understanding: Public Safety Academy. (March 20, 2014)
6. Memorandum of Understanding: Impacts and Effects. (March 6, 2014)
7. Memorandum of Understanding: Displaced Teacher in-lieu of Layoff. (March 5, 2014)
8. Memorandum of Understanding: Special Education Learning Centers. (March 20, 2014)
9. Memorandum of Understanding: Workload Offsets. (March 20, 2014)
10. Memorandum of Understanding: Use of F-SUTA Set Aside Funds. (March 20, 2014)
11. Memorandum of Understanding: Elementary Preparation Time. (March 20, 2014)
12. Memorandum of Understanding: Staff Meetings and Professional Development. (March 20, 2014)

D. The parties agree to continue discussion on the following:

1. Team Teaching
2. Co-Teaching

This agreement will close the contract negotiations for the 2013-14 school year.


Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Teachers Association

 3/20/14
Marylou K. Wilson, Ed.D.
Assistant Superintendent of Human Resources
Fairfield-Suisun Unified School District

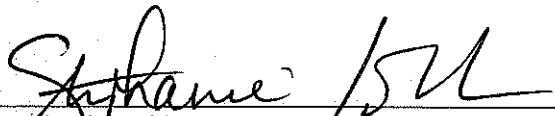
Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association (F-SUTA)
And
Fairfield-Suisun Unified School District (FSUSD)

March 5, 2014

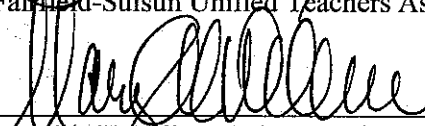
This Memorandum of Understanding between the parties is entered into to address issues regarding teacher assignments for the 2014-2015 school year. The parties agree to the following in order to avoid any certificated reduction in force (lay off).

1. The District and the Association will identify subject areas where reduction in FTE are necessary based on projected enrollment.
2. Using the District Seniority List, the District and the Association shall identify the least senior teachers affected (these teachers will be referred to as *Displaced in Lieu of Lay Off Teacher*) in each of the identified subject areas.
3. Following Article 18.4 Procedures for Involuntary Transfers, these unit members shall be placed into the Involuntary Transfer (Displaced Teacher) process.
4. During the Involuntary Transfer process, the *Displaced in Lieu of Lay Off Teachers* shall not be eligible to select a position until all those more senior in their subject areas have selected positions.
5. At the completion of the Involuntary Transfer process, if there are no positions available within their subject area, the remaining *Displaced in Lieu of Lay Off Teachers* shall remain as displaced teachers.
6. If any positions become available prior to the beginning of the school year in their subject area, *Displaced in Lieu of Lay Off Teachers* will be notified of their assignment. These position assignments shall not follow Article 18.2 Procedures for Filling Vacancies/Voluntary Transfer and Reassignment.
7. No later than August 8, 2014, if there are no positions available within their subject areas, the remaining *Displaced in Lieu of Lay Off Teachers* shall be assigned as Itinerant Teachers.
8. If any positions become available in their subject area during the school year, *Displaced in Lieu of Lay Off Teachers* shall be assigned to the positions. These position assignments shall not follow Article 18.2 Procedures for Filling Vacancies/Voluntary Transfer and Reassignment.
9. If any *Displaced in Lieu of Lay Off Teachers* serve the entire 2014-2015 school year as an Itinerant Teacher they may be considered for reduction in force (lay off) or included in the Involuntary Transfer Process for the 2015-16 school year.

This Memorandum of Understanding is a one-time agreement and shall remain in effect for the 2014 – 2015 school year and shall only renewed or extended by mutual consent of both parties.


Stephanie Cobb, Bargaining Chair
Fairfield-Suisun Unified Teachers Association

03-06-14
Date


Marylou K. Wilson, Ed.D., Assistant Superintendent, HR
Fairfield-Suisun Unified School District

3/6/14
Date

Memorandum of Understanding

Between

Fairfield – Suisun Unified Teachers Association (F-SUTA)

And

Fairfield – Suisun Unified School District (FSUSD)

August 15, 2016

The parties acknowledge that the District is moving towards a broader use of online communication tools to support the academic growth of our students. Support, professional development, and comprehensive training will be provided to build capacity of all District employees as we transition to these new ways of communicating with parents.

Fairfield-Suisun Unified Teachers Association and Fairfield-Suisun Unified School District agree to the following workload transitions for the 2016 – 2017 school year:


1. Article 19.3.b and 19.3.c shall be modified for the 2016 - 2017 school year. Unit member's adjunct hours shall be reduced from 16 to 14 hours. The parties will review each school's initial adjunct duty schedules by March 31, 2017. Feedback specific to the coordination of adjunct duty hours will be solicited from the site principals. The schedules and principal feedback will be used to assess the amount of adjunct hours needed for the 2017-2018 school year, and to help determine next year's allotment of adjunct duty hours.
2. During the 2016 – 2017 school year, the District will be offering and providing professional development to assist unit members in the building of competency in the usage of the District's supported grading system.

When and if possible, teachers are encouraged to use the District's online communication tools. There is recognition that other modes of communication will be utilized. During the 2016 – 2017 school year, assessments will be made regarding the percentages of teachers using District online communication tools, and any other similar tools available to them. An initial assessment of the data will be conducted by the bargaining teams by March 31, 2017.


3. Elementary progress reports: during the first trimester, all students shall receive a progress report. For the second and third trimester, primarily for students who are achieving "below proficient" as determined by the teacher in relation to the standards, will receive progress reports.

4. Elementary parent conferences: there shall be conferences for all students at the end of the first trimester. Students who are achieving below proficient as determined by the teacher in the second trimester will have a parent teacher conference. Conferences will be granted to parents who make a request regardless of the student's academic standing.
5. Schools are encouraged to provide opportunities for families and the community to participate in activities at the school site. All unit members are encouraged to participate in these activities to fulfill their adjunct duty hours.
6. Given that the use of consultants on site has been reduced, the district will continue to ensure minimal interruptions.
7. Central office bulletin boards will be made available to all district employees who choose to display student work, but no unit member shall be required to do so.


This MOU will sunset on June 30, 2017.



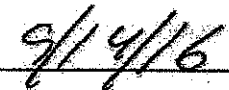
Laurel Salerno-White, President
Fairfield-Suisun Unified Teachers Association



Robert A. Martinez, Assistant Superintendent
Fairfield-Suisun Unified School District



Date



Date

**Addendum to the "F-SUTA Set Aside Funds"
Memorandum of Understanding between
The Fairfield-Suisun Teachers Association, and
The Fairfield-Suisun Unified School District**

November 9, 2015

The Fairfield-Suisun Unified School District (FSUSD) and the Fairfield-Suisun Unified Teachers Association (F-SUTA) concur that providing preparation time to elementary unit members is an essential component of the educational process. The FSUSD Governing Board has made a public commitment to increase budgetary resources to the release time specialists program in order to restore services to students, and to provide for preparation time for elementary teachers.

This document has been written as an addendum to the previously signed MOU, dated March 20, 2014, agreed to by the parties, that outlined how the parties would utilize "F-SUTA Set Aside Funds" that were part of a realized savings due to changes in secondary class size agreed to during budget reductions. These F-SUTA Set Aside Funds had been used to restore preparation time to elementary unit members.

The specific agreements are as follows:

1. The parties agree that the "F-SUTA Set Aside Funds" currently valued at \$1,177,883 shall be dispersed to the unit members who worked during the 2014-2015 school year as a 1.44% one-time payment.
2. The District shall allocate additional monetary resources in the 2015-2016 school year to provide for one hour of specialist time that would have been paid from the F-SUTA Set Aside Funds.
3. During the 2015-2016 school year for unit members teaching grades 1-8 and special day class at the elementary sites the following shall occur: One-hundred and eighty (180) minutes every ten (ten) days shall be provided by release specialists. The remaining seventy (70) minutes over this ten (10) day period shall be provided by an extension of the unit member's lunch period.

For the next four (4) fiscal years any minutes that are not covered by the two-hundred fifty (250) minutes of release time specialist, and provided by certificated unit members, shall be added to lunch time minutes.

4. This FSUSD budgetary increase of at least one-hour of preparation time shall be maintained over the next four fiscal years through June 30, 2020, as would have occurred had the F-SUTA Set Aside Funds not been returned to F-SUTA. This budgetary adjustment is being made in addition to the Board's public commitment to increase specialists' services.

5. Should the District determine that a reduction in force (layoff) would be necessary to specialists positions who are providing preparation time release due to fiscal uncertainties, it may do so subject to the following:

- The District shall notify F-SUTA in advance of any potential decision to reduce specialist positions.
- Upon request by F-SUTA, the parties shall meet to discuss alternatives that might mitigate or eliminate the need for such reduction in services.

Nothing herein modifies or in any manner alters the District's exclusive right to decide to implement a reduction in force, or F-SUTA's legal right to negotiate over the effects thereof.

6. Modify Article 21.7 to read as follows

21.7 Caseload: Workstations:

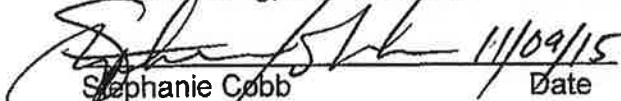
"The language change shall be effective during a trial period that will occur specific to the second semester at all secondary schools for the 2015-2016 school year, and for the 2016-2017 school year. The negotiation teams shall meet to review this trial language in March of 2017, and shall either mutually agree to continue this practice, or the language will return to current contract language for subsequent years:

The number of students enrolled in each class shall not exceed by more than three (3) the number of work stations in that class. This adjustment shall occur no more than twice per semester.

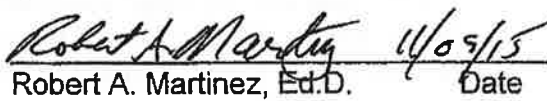
The number of work stations in a class is exceeded if:

- a. The number of students exceeds the number of desks: or
- b. There is insufficient space or equipment to perform normal classroom activities."

Signatures on this agreement denotes acceptance of this Memorandum of Understanding, which sunsets on June 30, 2020.


Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

11/09/15
Date


Robert A. Martinez, Ed.D.
Assistant Superintendent
Fairfield-Suisun Unified School District

11/09/15
Date

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association (FSUTA)
And
Fairfield-Suisun Unified School District (FSUSD)

March 20, 2014

This Memorandum of Understanding between the parties is entered into to address issues regarding preparation time for elementary unit members.

The parties agree that Article 19.4 – Preparation Time for elementary unit members is an important component of the elementary unit member’s workday. In addition, the parties agree that every effort is being made on the part of FSUSD to fund release time during the school day for the 2014-15 school year. FSUSD shall fund two (2) hours a month of preparation time each month. F-SUTA, using funds from *F-SUTA Set Aside Funds*, shall fund an additional two (2) hours a month for the 2014-15 school year only. In the years following, F-SUTA shall fund one (1) hour a month until the *F-SUTA Set Aside Funds* are exhausted.

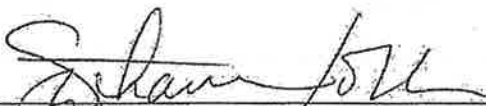
For unit members teaching grades 1 – 8 and special day class at the elementary sites:
Two (2) hours every ten (10) days will account for 120 of the 250 minutes of the work period within the school days. The remaining 130 minutes shall be distributed evenly across the ten days and attached to each unit member’s lunch period. The unit member’s work periods shall not be disturbed.

For unit members teaching transitional kindergarten, kindergarten, and learning center resource at the elementary sites:
In conjunction with administration, twenty-five (25) minutes per day shall be identified and allocated as their work period within the school day.

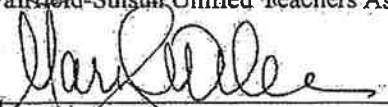
Preparation time shall be uninterrupted. Minimum days shall not alter the requirement that unit members be provided the 250 minutes of work period within the student day. Meetings, parent conferences, etc., shall not be scheduled during this time without the expressed consent of the unit member. In the event of an emergency, administrative personnel may interrupt this time to communicate emergency information to the unit member.

The parties recognize that this agreement deviates from the 1994 arbitration regarding elementary preparation time. This agreement shall not be viewed as precedent setting.

This agreement shall sunset June 30, 2015.


Stephanie Cobb, Bargaining Chair
Fairfield-Suisun Unified Teachers Association

03-20-14
Date


Marylou K. Wilson, Ed.D., Assistant Superintendent, HR
Fairfield-Suisun Unified School District

3/20/14
Date

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association (F-SUTA)
And
Fairfield-Suisun Unified School District (FSUSD)

March 20, 2014

This Memorandum of Understanding (MOU) between the parties shall clarify the understanding of the purpose of staff meetings and when professional development may occur. The parties share an interest in having effective and ongoing communication where everyone can voice their concerns and be informed regarding school and district issues. The parties agree that conducting school business at staff meetings is a critical component to building and maintaining school culture. In addition, the parties share an interest in having efficient meetings where staff members' input is considered.

As a matter of practice, site administrators are trained in providing effective meetings and encouraged to survey their staff on professional development desires, needs, and interests on a semi-annual basis. The parties agree to investigate Interest Based Problem Solving (IBPS) professional development for use at school sites. Before September 30, 2014, an ad hoc committee of the negotiating team will collaborate with the Bilateral Evaluation Committee to investigate, identify resources, make recommendations, and propose next steps.

The parties agree to the following changes to the F-SUTA / FSUSD Collective Bargaining Agreement, articles 19.3 and 20.2:

- 19.3 a. Staff meetings, department and/or team meetings, directly or indirectly related to teaching assignments, are not to be recognized as adjunct activities unless the number of these meetings scheduled in each month exceeds one (1) general staff meeting and one (1) department or grade level meeting relating to the teaching assignments.

If professional development will be a part of a staff meeting, the site business portion of the meeting shall be conducted first. Up to two-thirds (2/3) of any staff meeting may be used for professional development. Sites shall only use District staff to provide professional development during staff meetings. If site business is not completed, staff present will take a simple majority vote to determine either:

1. To finish the site business for up to an additional 15 minutes or
2. To begin the professional development portion of the meeting and table the site business to the next meeting.

The content of the staff meetings is determined by the principal.

Any staff meeting that lasts longer than 1 1/2 hours will be counted toward adjunct duty credit per Article 19.3.b.

- 20.2 The Association and the District agree that they have a mutual interest in promoting effective staff development for unit members.

- a. Definitions:

2. "Professional Development" shall not be defined as, or included in any:

- a. staff, department, grade level, work group, or similar meeting related to the non-curricular operation of the school district except as described in Article 19.3.a;

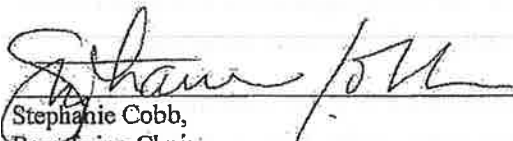
- b. adjunct duty;
- c. ~~calendar designated instructional workday~~; preparation day, or minimum day;
- d. collaborative planning time;
- e. preparation or release time;
- f. meeting designed to plan or decide activities (i.e. school committee meetings).

3. For purposes of Professional Development Buy Back, a "day" shall be defined as 6 1/2 (six and one-half) hours of staff development activities.

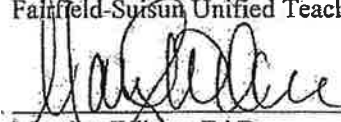
This MOU settles any and all claims arising out of the grievance filed by F-SUTA on April 20, 2011 regarding professional development conducted during staff meetings (Article 20.2.2 sections a and b).

This MOU shall remain in effect until June 30, 2015 and shall only be renewed or extended by mutual written consent of the District and the F-SUTA Negotiation Teams.

In the event that the parties are unable to come to renewed or extended agreement by June 30, 2015, the parties preserve their rights to proceed to arbitration.


 Stephanie Cobb,
 Bargaining Chair
 Fairfield-Suisun Unified Teachers Association

03/20/14
 Date


 Marylou Wilson, Ed.D.,
 Assistant Superintendent, HR
 Fairfield-Suisun Unified School District

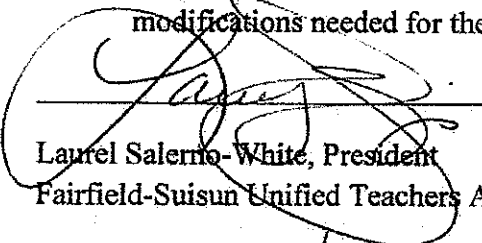
3/20/14
 Date

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District
August 15, 2016

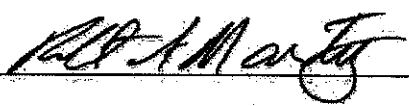
The Fairfield-Suisun Early College High School Program (FSECHSP) is an educational partnership between Fairfield-Suisun Unified School District (FSUSD) and Solano Community College (SSC). The Early College High School Program is designed to prepare students for college success by providing rigorous academic course work and concurrent enrollment in college classes.

This Memorandum of Understanding (MOU) between the parties outlines an agreement in support of the development and implementation of the Fairfield-Suisun Early College High School Program.

1. Unit members assigned to FSECHSP shall have the right to return to a full teaching line at Rodriguez High School (RHS) if there is a vacancy in their credentialed area or shall be a voluntarily displaced unit member as outlined in Article 18.4 – Procedures for Involuntary Transfers.
2. The unit members are expected to participate in up to 35 hours of professional development, collaborative planning, and student orientation outside of the teachers' work year. Unit members shall be compensated in accordance with contract language for professional development and collaboration. Unit members shall be compensated at the per diem rate for student orientation.
3. Unit members participating in the FSECHSP shall be required to attend the monthly staff meeting held on the RHS campus.
4. When unit members are required to travel between sites, they shall be reimbursed for mileage at the current allowable IRS rate.
5. The review of the program in March of 2016 indicated a desire on the part of the unit members assigned to this program to have a full-time on site administrator dedicated to the program. The program shall again be reviewed before the end of March 2017 to determine any necessary modifications needed for the program.



Laurel Salerno-White, President
Fairfield-Suisun Unified Teachers Association



Robert A. Martinez, Assistant Superintendent
Fairfield-Suisun Unified School District

Date: 9/14/16

Date: 9/14/16

Revised Memorandum of Understanding
Between
Fairfield-Suisun Unified School District
And
Fairfield-Suisun Unified Teachers Association

August 15, 2016

This revised Memorandum of Understanding between the parties outlines an agreement to address our mutual interest in ensuring that Collaborative Instruction Strategies at elementary schools are effective and support student learning. The parties agree that beginning with the effective date of this MOU the following procedures will be implemented through June 30, 2018.

For the purpose of this MOU, Collaborative Instruction Strategies include the instructional practices defined below which include: team teaching, regrouping, and core classes. Additional collaborative instructional strategies not included within these definitions should be carefully described in the application and reviewed by F-SUTA and FSUSD.

Definitions: found in the California Code of Regulations (5 CCR 80003) and Education Code Sections 44258.15 and 44258.1

Team Teaching—team teaching is defined as two teachers of the same grade level exchanging students for the purpose of instruction in specific subjects.

Regrouping—regrouping of students is the practice of two or more teachers combining students across classes for specific instructional purposes.

Core Classes—limited to grades five through eight, core classes consist of teaching two or more subjects for two or more periods per day to the same group of students, and, in addition, may teach any of the subjects he or she already is teaching to a separate group of students at the same grade level as those students he or she is already teaching for an additional period or periods, provided that the additional period or periods do not exceed one half of the teachers total assignment.

All participants in a collaborative instruction partnership shall be allowed to commence following the completion and approval of the Collaborative Instruction Strategies application. The process shall include unanimous agreement by the partners and the administration at the site. In the event that the site administrator does not agree with the Collaborative Instruction Strategies application, an appeal may be made to the F-SUTA President and FSUSD Assistant Superintendent of Human Resources or their respective designee.

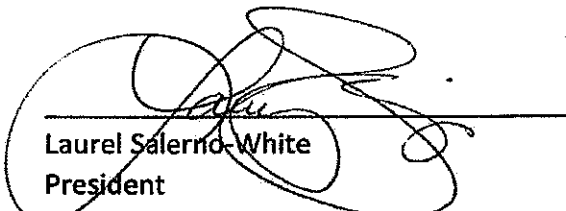
Once a completed application is received, Human Resources shall verify proper credentials and F-SUTA shall communicate with the unit members to assure they want to collaborate in instruction. The application must be submitted ten (10) working days prior to the anticipated start date of the collaborative instruction.

The application process is as follows:

1. All participants in a collaborative instruction partnership will complete the Collaborative Instruction Strategies application.
2. The completed application must be submitted to Human Resources and the F-SUTA office ten (10) days prior to the anticipated start date of the collaborative instruction.
3. Human Resources will conduct a credential audit to ensure proper credentials are in place for the partnership.
4. F-SUTA shall communicate with the unit members to assure they want to team teach.
5. Collaborative instruction teams and their principals will be notified via an email approval of their application.

This MOU is intended to remain in alignment with class size limits as defined in Article 21 of the Collective Bargaining Agreement.

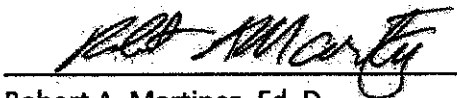
This MOU will remain in effect until June 30, 2018 unless extended by mutual agreement of both parties.




Laurel Salerno-White
President
Fairfield-Suisun Unified Teachers Association



Date



Robert A. Martinez, Ed. D.
Assistant Superintendent, Human Resources
Fairfield-Suisun Unified School District



Date

**Fairfield-Suisun Unified School District and F-SUTA
Pilot Program: Collaborative Instruction Strategies Application**

Participant's Name:	Participant's Credentials:
School Site:	Grade Level:

1. All participants in a collaborative instruction partnership will complete the Collaborative Instruction Strategies application.
2. The completed application must be submitted to Human Resources and the F-SUTA office ten (10) days prior to the anticipated start date of the collaborative instruction.
3. Human Resources will conduct a credential audit to ensure proper credentials are in place for the partnership.
4. F-SUTA shall communicate with the unit members to assure they want to team teach.
5. Collaborative instruction teams and their principals will be notified via an email approval of their application.

Check the appropriate Collaborative Instruction Strategy below that fits your partnership design. (See the Collaborative Instruction Strategy MOU dated 12/12/14 for definitions.)

Please indicate the subject(s) each teacher is teaching:

- Team Teaching: _____
- Regrouping: _____
- Core Classes: _____

If your partnership involves Core Classes or an additional collaborative instructional strategy not listed above please describe the Collaborative Instruction Strategy that you are interested in pursuing below. In your description indicate the teacher of record for each area:

Signing this document denotes unanimous agreement of the teaming practice

Participant's Signature/Date: _____

Administrator's Signature/Date: _____

Human Resources Approval: _____ Date _____

F-SUTA Approval: _____ Date _____

**Memorandum of Understanding
Between
Fairfield-Suisun Teachers Association
And
Fairfield-Suisun Unified School District
May 24, 2018**

Co-Teaching

The Memorandum of Understanding (MOU) between the parties outlines an agreement to address our mutual interest in ensuring co-teaching at secondary sites is effective. The parties agree that during the 2018-19 school year the following procedures and supports will be implemented.

1. When making co-teaching assignments the site administrator will make reasonable efforts to pair general education teachers and special education teachers who volunteer for co-teaching sections.
2. In the even a teacher is assigned to a co-teaching assignment involuntarily, they may appeal to the Director of Special Education or designee within the first then (10) days of their teaching assignment.
 - a. The appeal should be in written form to the Special Education Director (email or letter)
 - b. The Special Education Director has five (5) days, from the receipt of the appeal, to provide a written decision.
3. An in-service day will be made available for co-teachers prior to the beginning of the school year. The day will consist of :
 - a. 3.5-hours professional development which will qualify for "buy-back credit" and
 - b. 3.5-hours common planning for co-teaching teams which will be compensated at the curriculum rate.
4. Co-Teaching teams will have an observation of their co-teaching practice each semester with written feedback to the team. This observation information shall not be used as part of teacher evaluations.
5. When making co-teaching assignments the site administrator will make reasonable efforts to pair general education and special education teachers with a common preparation period.
6. All co-teacher partnerships (per section, appropriate) will be allowed up to 5 hours of time beyond the work day, paid at the curriculum rate, per semester for the purpose of having common planning with their co-teaching partner. Part of the 5 hours may be used for the purpose of collaboration on grading/grading practices. In the event that a co-teaching partnership is not scheduled with a common preparation period, they shall be allocated an additional 5 hours per semester beyond the work day, paid at the curriculum rate.
7. In the event that a co-teaching team finds that they need additional planning time than available in number 5 above, the co-teaching team may request additional

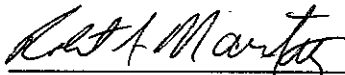
time through the site administrator who will work with the special education department to provide support.

8. Co-teaching Teams shall share the teacher of record function in AERIES. This will require co-teachers to have an additional AERIES account for each co-teach partnership.
9. For the 2018-2019-school year, formal observations, for the purpose of evaluation, shall occur only in sections where the evaluatee mutually agree in writing to the observation.
10. By March 1st of the 2018-2019 school year, the Special Education Task Force shall prepare an evaluation of and recommendations for the Co-Teach Model to be presented to each party.

This agreement shall not be considered precedential and shall not be viewed as status quo working conditions. This MOU will remain in effect until June 30, 2019 unless extended by mutual agreement of both parties.



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association
Date: 5/24/18



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District
Date: 5/24/18

Note: Currently in the Fairfield-Suisun Unified School District there are no schools on a year-round calendar. This language remains as an appendix for future use if needed.

21.4 Special Education Learning Centers

- c. At year-round sites, the *weighted instructional caseload* will be recalculated each time a Learning Center teacher goes off-track. The on-track Learning Center teacher will assume a *weighted instructional caseload* of up to 28 which includes students from the off-track Learning Center teacher's *weighted case management caseload*. Should the teacher not volunteer to exceed the *weighted instructional caseload* limit, a substitute teacher will be provided to instruct the excess students from the off-track Learning Center teacher's *weighted case management caseload* for those students' full instructional program.
- d. At year-round sites, the on-track Learning Center teacher may volunteer to exceed the *weighted instructional caseload* limit of 28. Should a Learning Center teacher volunteer to exceed the *weighted instructional caseload*, one of the following support interventions will be implemented:
 - 1. If the *weighted instructional caseload* is between 29-32, with mutual agreement of the Learning Center staff and Special Education administrator, one of that site's Learning Center instructional assistants hours will be increased to 25 hours per week or an additional instructional assistant will be provided for two hours for each day of the instructional program.
 - 2. If the *weighted instructional caseload* is between 33-35, a one-half (1/2) day substitute teacher will be provided for each day of the instructional program.
 - 3. If the *weighted instructional caseload* exceeds 35, a substitute teacher shall be provided for the full instructional program.
- f. For the purpose of this Article 21.4, the following definitions apply:

Weighted instructional caseload - The students, weighted as per 21.4.a., for whom a Learning Center teacher has the responsibility for implementing and supervising the instruction required by the students' Individual Educational Plans. These students include:

 - 1. The on-track students on that Learning Center teacher's *weighted case management caseload*.
 - 2. When caseload limit allows, students without IEPs who receive temporary services from the Learning Center staff as per the site's School Based Coordination Plan.

3. At year-round sites, on-track students from an off-track Learning Center teacher's *weighted case management caseload*.

22.9 Year-Round Learning Centers

- a. Per-diem pay for the equivalent of three (3) days per year (21.75 hours) per year-round Learning Center teacher will be provided for planning lessons and/or collaborating with personnel who will provide instructional services for students on that teacher's case management caseload who remain on-track during that teacher's off-track time.
- b. For definitions, see Article 21.4.f.

22.12 Year-Round Pay Schedule

- a. All unit members who are on the year-round pay schedule in the 2009-2010 school year shall have the right to remain on their current pay schedule for as long as they remain in the District.
- b. Any unit member who separates from the District in any future year prior to the completion of their annual contract will be required to reimburse the District for any prepaid wages not yet earned as of the date of separation.

ARTICLE 30 - YEAR-ROUND SCHOOL

- 30.1 All contract articles in this agreement apply to year-round school staff except as clarified in this article.

30.2 Year-Round School Calendar

- a. A year-round calendar will be developed in conjunction with the District's Calendar Committee.
- b. A minimum day shall be held at multi-track year-round schools for those tracks going on vacation.

30.3 Work Day/Work Year

- a. All multi-track year-round school classroom teachers will have 176 student contact days. Single track year-round school classroom teachers will have 180 student contact days. Teachers will work 184 days (see Article 20).
- b. The student instructional day at a multi-track school will be 320 minutes to meet the instructional minute requirement of the Education Code.
- c. The purpose of track-in/track-out days is to provide room preparation time for unit members. The majority of the day will be reserved for that purpose.

30.4 Class Size

- a. All class size maximums in Article 21 - Class Size shall apply to year-round schools.
- b. A grace period of ten (10) days will be allowed at the beginning of each track to bring classes within specified maximums.
- c. Resource specialist students shall be divided equally at the beginning of the year among classes in a specific track at any given grade level plus or minus one (1) student. For the purpose of placement of resource students, each track will be treated as an individual school (see Article 21 - Class Size).

30.5 Assignment/Transfer

- a. Initial Placement of Unit Members at New Year-Round Schools
 1. Teachers will express their individual preference for track assignment to their site administrator. The site administrator will make the final determination of track assignment according to Article 18.
 2. Principals shall complete track assignments including music and P.E. assignments prior to teachers turning in their transfer/assignment request forms.
- b. Track Selection
 1. Spouses, if both are working at a year-round school site, shall be given first consideration for placement on the same track, if desired.
 2. Children of teachers who work at a year-round school shall be given the same status as children who live in the attendance area for track placement.
- c. Initial Placement of Unit Members at Sites Converting to Year-Round Schools
 1. Preference survey forms shall be distributed to all unit members of schools participating in conversion to a year-round calendar. Unit members shall list three (3) choices of track and grade assignments in order of preference (i.e., yellow track, grade four). Results of survey will be distributed to staff.
 2. Staff will then meet and decide specific assignments in grade level and track units.
 3. If agreement cannot be reached, assignments will be made based on Article 18.3.a. by the Assistant Superintendent/Human Resources.
 4. Unit members converting to year-round calendar shall be allowed the daily rate of pay equal to three days of release time.

5. Following initial assignments, unit members dissatisfied with their placement have the option of choosing, based on Article 18.3.a., any open assignment at any converted site within five (5) working days.

6. After placement in year-round assignment, those unit members preferring to remain on traditional calendar will specify choice of grade level and/or school to the Assistant Superintendent/Human Resources.

a. The District will notify unit members, based on Article 18.3.a., when such opening shall occur.

b. Unit members will have three (3) days to accept offered position without interview.

d. Transfer

1. Definitions:

a. A transfer is considered to be the movement of a certificated person to a different track within a school or to a different school.

b. An assignment is considered to be the position of a certificated person within a track at a school.

2. Transfer and reassignment of year-round certificated persons shall be determined by provisions of Article 18 - Assignment and Transfer but subject to year-round definitions.

3. Within three (3) days of notification, any unit member assigned to a year-round school may volunteer for the vacancy regardless of track.

30.6 Exchange Days

a. District teachers shall have the opportunity to substitute within the District.

b. A year-round teacher substituting at his/her own site shall be paid the District long-term substitute rate.

c. Unit members may voluntarily exchange ten (10) days with unit members who are on vacation without loss of pay, benefits, or sick leave. The unit member shall obtain approval from his/her principal at least five (5) days prior to the desired exchange days. Unit members may be granted an extension beyond ten (10) days with prior approval from the principal and Assistant Superintendent/Human Resources or designee. Payback of exchange days is the responsibility of the involved teachers.

30.7 Sabbatical Leave

Year-round school unit members may be granted mini-sabbaticals for professional purposes for up to one session of track assignment under the provisions of Article 23.4 - Sabbatical Leave. Year-round unit members will be allowed to apply for sabbatical leave even if they have less than ten (10) years of teaching experience in the District.

30.8 Working Conditions

- a. Teachers on year-round shall not be deprived of any benefits provided by this contract or District policy by virtue of assignment to a year-round school. Possible benefits include, but are not limited to, opportunity to serve as mentors or on District committees, S.I.P. activities, professional growth conferences, instructional council, or any leaves delineated in this agreement. In addition, year-round school teachers shall not be disenfranchised in any District elections, surveys, or questionnaires.
- b. Each track may have a track facilitator who is responsible for off-track communication. Compensation shall be made according to the Extended Day Activity Salary Schedule.
- c. Air conditioning shall be provided in each classroom on a year-round school schedule. Reasonable effort will be made to provide a comfortable learning environment in the event of a malfunction.
- d. Secured storage and assistance in moving shall be provided to year-round school staff as needed.

30.9 Auxiliary Personnel

- a. Auxiliary personnel including librarians, nurses, resource specialists, resource teachers, counselors music teachers, speech therapists, P.E. and adaptive P.E. teachers, and other unit member specialists may extend or vary their contracted work year. A mutually agreeable work calendar for auxiliary personnel will be established through consultation with the unit member's immediate supervisor and approved by the Assistant Superintendent/Human Resources or his/her designee within thirty (30) days of the beginning of the unit member's work year. Any extensions of contract shall be at the unit member's per diem increase for additional contract days.
- b. If an agreeable full-time assignment cannot be arranged per 31.9.a., support staff will be assigned by the Assistant Superintendent/Human Resources or his/her designee. Librarians, nurses, resource specialists, resource teachers, counselors, P.E. and music teachers, and other unit member specialists will be assigned a traditional schedule, a regular track, or 176 student contact days on a consecutive basis that form three (or four) 20 (or 15) consecutive days of vacation. The option of totally removing the unit member from the original work site will be considered only as the final solution. Extension of a unit

member's contract is voluntary. Vacancies resulting from this article will be filled in accordance with Article 18.2.b.

- c. Reasonable effort will be made to provide all tracks with equitable access to auxiliary personnel.

30.10 Termination of Year-Round School

If the District adopts and implements a year-round education program and then later decides to eliminate part or all of such program, it shall give seven (7) months notice to the Association so that the District and the Association can explore possible solutions to the problems that some teachers may have with the change in the schedule including the payment of salary.

- 30.11 For the pay plan which applies to unit members who change work years from year-round to traditional, see Appendix I. A committee will be developed to work on an agreeable solution for a different pay plan which may include a 19 equal payments payback.

**SIDE LETTER OF AGREEMENT
BETWEEN FAIRFIELD-SUISUN UNIFIED TEACHERS ASSOCIATION
AND FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**

Memo to: Certificated Employees Changing Work Calendars
From: Paula Dunn, Director of Accounting & Fiscal Services
Date: May 4, 1993
Subject: PAY PLAN

If you are changing from a year-round to a traditional calendar, the following options are available to you for your pay warrants:

1. You may elect to have a plan dividing your salary into twelve equal payments. In the current year, your first warrant would be September and your last warrant in August. You would not receive warrants in July and August of the current year. For each succeeding year, you would continue to receive warrants on a September through August schedule.
2. You may elect to have a one-time plan dividing your salary into twelve equal payments. In the current year, your first warrant would be July, and the last warrant in June. You would not receive warrants in July and August of the second year. For each succeeding year, your first warrant would be September, and your last warrant would be in August.
3. You may elect a one-time plan dividing your salary into fourteen equal payments. For the current year, your first warrant would be July, and the last warrant would be August. For each succeeding year, your first warrant would be September, and your last warrant would be August.
4. In the event an entire school changes from year-round to traditional schedule, each employee will be given the option to have their 24-month salary given to them in 26 equal monthly payments.

Please check which option you choose, sign, and return this form to the Payroll Department by July 10, 1993.

TO: PAYROLL DEPARTMENT

FROM: _____ Date _____
(print please)

(school assigned to)

<input type="checkbox"/> Option 1 (Sept-Aug)	<input type="checkbox"/> Option 2 (July-June)	<input type="checkbox"/> Option 3 (July-Aug)	<input type="checkbox"/> Option 4 (24/26)
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(signature)

Fairfield-Suisun Unified School District

Date

Fairfield-Suisun Unified Teachers Association

Date

Agreement Between

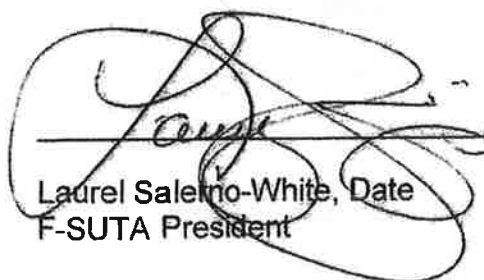
The Fairfield-Suisun Teachers Association and the Fairfield-Suisun Unified School District

November 1, 2016

The parties mutually agree to the following four items in order to settle a Level II grievance, related to class size and student "overages" indicated in Article 21.2 of the collective bargaining agreement between the parties.

Agreements:

1. Previous payments to unit members at the rate of \$20.00 per student per day per contract violation will be allowed to stand.
2. All other overages will be calculated as follows:
 - a. Payments for overages for the Primary violation, whether the violation is a per period violation or per day violation for a specific teacher, shall be compensated at a rate of \$20.00 per student per day.
 - b. If a secondary violation occurs within the same day, for either a per period or per day overage, it shall be paid at the rate of \$10.00 per student per day, in addition to the compensation for the primary violation.
 - c. The primary violation is defined as the violation with the greatest overage of students within a day.
 - d. The secondary violation is defined as the violation with the smaller overage of students within a day.
3. For purposes of calculating overages, a day is defined as a teacher's work-day during which the student is on a teacher's roll sheet.
4. Any previous payments, from August 1, 2015 to the present date, will be recalculated at the above rate. If the amount calculated is higher than the amount previously paid to the unit member the unit member shall be compensated for the difference.

 11/1/16
 Laurel Salerno-White, Date
 F-SUTA President

 11/1/16
 Robert A. Martinez, Date
 Assistant Superintendent,

Memorandum of Understanding

Between

Fairfield-Suisun Unified Teachers Association and

Fairfield Suisun Unified School District

Impacts and Effects of Coaching via the “Instructional Specialist” and

“Department Chairperson” positions.

May 23, 2016

The parties agree that coaching is an important component to supporting professional growth within the teaching profession and encourage members to take advantage of coaching opportunities provided by the District.

The parties agree to the following items with respect to “impacts and effects” negotiations specific to the coaching via the “Instructional Specialist” and “Department Chairperson” job descriptions.

This memorandum of understanding becomes effective upon signatures of both parties.

Instructional Specialist Teacher, TK-8 Elementary School Model

1. Instructional Specialist teachers will be selected from current permanent teachers within the District.
2. Instructional Specialist teachers will have provided three (3) years of service to the District prior to beginning their position as an Instructional Specialist.
3. Instructional Specialist teachers shall have a right of return to their previous position after the first year of their appointment. If their prior position has been eliminated, the unit member shall have the right to select from available positions via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
4. The Instructional Specialist shall not report, orally or put in writing any observations from unit members’ classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Instructional Specialists teachers shall be given directly to the unit member receiving coaching. No electronic, written, or oral communication shall be given to District and/or site administrators concerning working with unit members, unless expressly allowed by the unit member.
5. Unit members are encouraged to participate in this voluntary coaching model from the Instructional Specialist teachers.

6. Other coaching options available to unit members include receiving coaching from: a Consulting Teacher through the Beginning Teacher Support and Assessment (BTSA) Program or Peer Assistance Review (PAR) Program; an FSUSD Teacher Support Provider; a Peer Coaching Model; Education Technology Specialist, or a Site Administrator.
7. Instructional Specialist teachers shall be supervised by only one (1) Administrator, a designated Central Office Administrator.
8. Specific Instructional Specialist teacher assignments will be determined following the application, and interview process for these positions.
9. The Instructional Specialist teacher assignments will be flown as grade-band options.
10. Partner-teams will be distributed into vacancies so that no more than one Instructional Specialist partnership will be at any one site.
11. Where possible, Instructional Specialist teacher teams will be allowed to stay at one of the sites belonging to one of the partners.
12. Should an Instructional Specialist teacher partner be required to move schools the District will provide support to that teacher as other displaced teachers receive per contract.
13. An Instructional Specialist may serve a maximum of five (5) years in this position. At the end of the five (5) year term, the Instructional Specialist may apply for positions in the District following contractual guidelines, or may choose to select a position that they are qualified and credentialed to teach via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
14. The Instructional Specialist model is defined as a TK-8, elementary model.
15. The Instructional Specialist will be provided six days of coaching professional development, paid for at their per diem rate.

Department Chairperson, Middle Schools and High Schools

1. Department Chairpersons will be selected from current permanent teachers within the District.
2. Department Chairpersons shall not report, orally or put in writing any observations from unit members' classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same.
3. When coaching is provided to unit members by the Department Chairperson, any written communications from the Department Chairperson shall be given directly to the unit member receiving coaching. No electronic, written, or oral communication shall be given to District and/or site administrators concerning working with unit members, unless expressly allowed by the unit member.
4. Unit members are encouraged to participate in this voluntary coaching model from the Department Chairpersons.
5. Other coaching options available to unit members include receiving coaching from: a Consulting Teacher through the Beginning Teacher Support and Assessment (BTSA)

Program or Peer Assistance Review (PAR) Program; an FSUSD Teacher Support Provider; a Peer Coaching Model; Education Technology Specialist, or a Site Administrator.

6. Department Chairpersons shall be supervised by the Principal of the school.
7. Department Chairpersons shall be flown as on-site assignments.
8. Department Chairperson interviews will be held for interested applicants. An interview panel consisting of a minimum to include a site administrator, a Central Office administrator, and an FSUTA site representative will be held. The final selection of the Department Chairpersons will be made by the site Principal.
9. The term of a Department Chairperson shall be for three (3) years. A Department Chairperson may serve two consecutive three (3) year terms, prior to rotating out of this position.
10. The Department Chairperson high school coaching model, which provides for two (2) periods of coaching release time, is to occur at the District's three comprehensive High Schools, Armijo High School, Fairfield High School and Rodriguez High School in the subject areas of English Language Arts, Mathematics, Science, and Social Studies.
11. The Department Chairperson middle school coaching model, which provides for one (1) period of coaching release time, is to occur at the District's four middle schools including: B. Gale Wilson Middle School, Crystal Middle School, Grange Middle School, and Green Valley Middle School in the subject areas of English Language Arts, Mathematics, Science, and Social Studies.
12. The Department Chairpersons will be provided six days of coaching professional development, paid for at their per diem rate.
13. Department Chairpersons coaching release periods shall not be used to cover in-lieu.
14. In consultation with the site Principal, a Department Chairperson may modify their coaching release periods, and preparation period, to meet the needs of their assignment.
15. The contacts for a Department Chairperson shall be at a pro-rated level to account for their coaching periods. For example, a teacher who teaches three (3) classes will have no more than 102 contacts, and will have no more than thirty-six (36) students per period.

The parties agree that a review and evaluation of both of these coaching models shall occur by the end of April, 2018. That review and evaluation will include both qualitative and quantitative analysis of the field work being accomplished. This review and evaluation is intended to assist the parties in identifying the benefits of the program, concerns with the program, and possible modifications to the program.

The parties understand that the continuation of these coaching models is incumbent on the District having available funds to sustain the coaching models.

This agreement sunsets on June 30, 2018, and may be continued by mutual agreement of the parties.

Memorandum of Understanding

Between

Fairfield- Suisun Teachers Association (F-SUTA)

And

Fairfield-Suisun Unified School District (FSUSD)


November 9, 2015

The parties acknowledge that extracurricular sports activities are a vital part of the developmental process for students in sixth, seventh and eighth grades. The parties recognize that coaching for these activities are often F-SUTA unit members, and that the work for these activities is included within "Extended Day Activities" section of the collective bargaining agreement between the parties, specifically Appendix D.

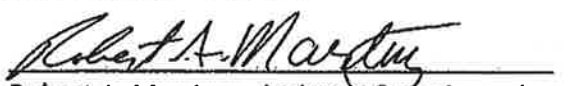
This Memorandum of Understanding (MOU) between F-SUTA and FSUSD is entered into to address the extended salary day schedule stipends, Appendix D. The parties agree to the following: all extracurricular coaching related extended day salaries at 1.00 units shall move to 1.25 units.

Appendix D shall include a K/8 Athletic Director position.

This MOU shall remain in effect until otherwise negotiated.


Stephanie Cobb, F-SUTA Bargaining Chair
Fairfield-Suisun Teachers Association

11/09/15
Date


Robert A. Martinez, Assistant Superintendent
Fairfield-Suisun Unified School District

11/09/15
Date

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District

December 1, 2017

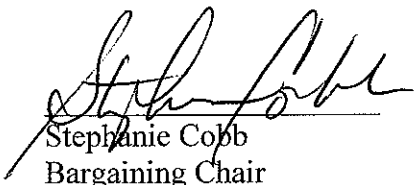
Dual Immersion:

Dual Immersion program includes native speakers of a foreign language and native English speaking students. The goals of dual immersion programs are to develop bilingualism/bi-literacy, academic achievement, and cross-cultural competencies for all students.

Effective July 1, 2017, the parties agree to the following for Dual Immersion:

1. The District shall provide grade level appropriate curriculum available in both languages in English Language Arts and Math, and in other core subject areas where available.
2. Every effort shall be made to keep from creating combination classes in the Dual Immersion program. In the event a combination class becomes necessary, that class size will be kept below 29 students.
3. The District shall provide access to translation services for the dual immersion program to support curriculum, parent engagement, and parent involvement.

This agreement shall be in effect from the date of signature through June 30, 2019, and may be renewed by mutual agreement between the parties.


Stephanie Cobb
Bargaining Chair


Robert A. Martinez, Ed.D.
Assistant Superintendent

Date: 12/01/17

Date: 12/01/17

Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District

December 1, 2017


Sem Yeto Continuation Schools:

Sem Yeto Continuation Schools work to explore ways to collaboratively improve students' success through credit recovery and access to college and career programs.

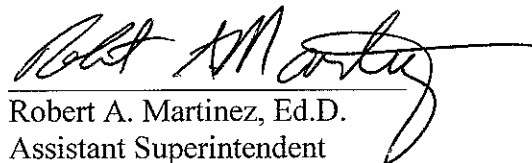
Effective July 1, 2018, the parties agree to the following for Sem Yeto:

1. After a grace period of ten (10) days it is the intent of the parties to not have any individual class size be over 32 students, with an average class size of 30 per period.
2. Sem Yeto shall remain on a quarter calendar through the 2018-2019 school year.
3. The district shall provide access to a Career Technical Education program and materials.
4. Site administration, counselor and teachers shall meet to discuss student success, growth, and collaborate on developing options for students to meet their needs. The intent of these meetings will be to discuss available options for student growth and credit recovery, to identify additional resources to support each student, and to identify additional options for students who are not finding success with the program.
5. When unit members are required to travel between sites, they shall be reimbursed for mileage at the current allowable IRS rate.

This agreement shall be in effect from the date of signature through June 30, 2019, and may be renewed by mutual agreement between the parties.


Stephanie Cobb
Bargaining Chair

Date: 12/01/17


Robert A. Martinez, Ed.D.
Assistant Superintendent

Date: 12/01/17

**Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District**

May 24, 2018

Special Education Task Force

Fairfield-Suisun Unified Teachers Association and Fairfield-Suisun Unified School District agree to the following Special Education Task Force.

1. The Special Education Task Force will meet up to eight (8) times as needed during the 2018-2019 school year.
2. The intent of this group is to review and discuss Special Education Programs, to consider options for programs, and to bring innovative ideas to the FSUSD and F-SUTA bargaining teams for consideration of contractual modifications needed to support the students, unit members and administration.
3. The Task Force will be comprised of eight (8) members from each side, and be jointly led by the parties. Each party may appoint their eight members for participation.
4. Task Force meetings will be held during contract time. Any meeting held beyond contract time will be paid at the unit members' per diem rate.

This agreement shall be in effect from the date of signature and through June 30, 2019, and may be renewed by mutual agreement between the parties.



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 5/24/18



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: 5/24/18

**Memorandum of Understanding
Between
Fairfield-Suisun Unified Teachers Association
And
Fairfield-Suisun Unified School District**

May 24, 2018

Instructional Specialist

The parties agree that coaching is an important component to supporting professional growth within the teaching profession and encourage members to take advantage of coaching opportunities provided by the District.

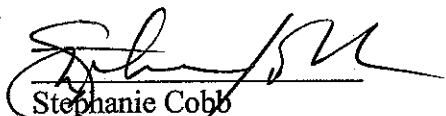
The parties agree to the following items with respect to “impacts and effects” negotiations specific to the coaching via the “Instructional Specialist” job description.

1. Instructional Specialist unit members will be selected from current permanent unit members within the District.
2. Instructional Specialist unit members will have provided three (3) years of service to the District prior to beginning their position as an Instructional Specialist.
3. Instructional Specialist unit members shall have a right to return to their previous position after the first year of their appointment. If their prior position has been eliminated, the unit member shall have the right to select from available positions via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
4. After May 1st of their first year, Instructional Specialist unit members who return to the classroom, shall be placed in the Displaced Teacher Pool as per Article 18.3.
5. The Instructional Specialist shall not report, orally or put in writing any observations from the unit members’ classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Instructional Specialist unit members shall be given directly to the unit member receiving coaching. No electronic, written, or oral communication shall be given to District and/or site administrators concerning working with unit members, unless expressly allowed by the unit member.
6. Unit members are encouraged to participate in this voluntary coaching model from the Instructional Specialist unit members.
7. Other coaching options available to unit members include receiving coaching from: a Consulting Teacher through the Beginning Teacher Support and Assessment (BTSA) Program or Peer Assistance Review (PAR) Program; an FSUSD Teacher Support Provider; a Peer Coaching Model; Education Technology Specialist, or Site Administrator.
8. Instructional Specialist unit members shall be supervised by only one (1) Administrator, a designated Central Office Administrator.
9. Specific Instructional Specialist unit member assignments will be determined following the application, and interview process for these positions.

10. The Instructional Specialist unit member assignments will be flown as grade-band options.
11. Partner-teams will be distributed into vacancies so that no more than one Instructional Specialist partnership will be at any one site.
12. Where possible, Instructional Specialist unit member teams will be allowed to stay at one of the sites belonging to one of the partners.
13. Should an Instructional Specialist unit member partner be required to move schools the District will provide support to that teacher as other displaced teachers receive per contract.
14. An Instructional Specialist may serve a maximum of five (5) years in this position. At the end of the five (5) year term, the Instructional Specialist may apply for positions in the District following contractual guidelines, or may choose to select a position that they are qualified and credential to teach via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
15. The Instructional Specialist model is defined as a TK-8, elementary model.
16. The Instructional Specialist will be provided six days of coaching professional development, paid for at their per diem rate.
17. The Instructional Specialists shall be responsible for providing support STPS, PIPS, Interns and Waivers at their specific grade level.
18. Any after school professional development provided by Instructional Specialists shall be paid at per diem rate.

The parties agree that a review and evaluation of this coaching model shall occur by the end of April, 2020. That review and evaluation will include both qualitative and quantitative analysis of the field work being accomplished. This review and evaluation is intended to assist the parties in identifying the benefits of the program, concerns with the program, and possible modifications to the program.

This agreement shall be in effect from the date of signature and through June 30, 2020, and may be renewed by mutual agreement between the parties.



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 5/24/18



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: 5/24/18

**Memorandum of Understanding
Between
Fairfield-Suisun Unified School District
And
Fairfield-Suisun Unified Teachers Association**

May 24, 2018

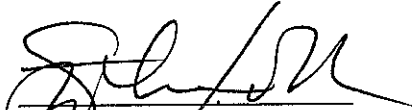
Pre-Induction Support Provider

The Fairfield-Suisun Unified Teachers Association and the Fairfield-Suisun Unified School District agree that the unit members who do not qualify for the District's Induction Program would benefit from support to become a credentialed educator. In order to facilitate this end the position of Pre-Induction Support Provider has been agreed to under the following conditions:

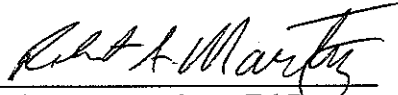
1. Pre-Induction Support Provider unit members will be selected from current permanent unit members within the District.
2. Pre-Induction Support Provider unit members will have provided three (3) years of service to the District prior to beginning their position as a Pre-Induction Support Provider.
3. Pre-Induction Support Provider unit members shall have a right to return to their previous position after the first year of their appointment by informing the district on or before May 1st of their intention to return to their previous position in the subsequent year. If their prior position has been eliminated, the unit member shall have the right to select from available positions via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
4. After May 1st of their first year, Pre-Induction Support Provider unit members who return to the classroom, shall be placed in the Displaced Teacher Pool as per Article 18.3.
5. Pre-Induction Support Provider shall not report, orally or put in writing any observations from the unit members' classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Pre-Induction Support Provider unit members shall be given directly to the unit member receiving coaching. No electronic, written, or oral communication shall be given to District and/or site administrators concerning working with unit members, unless expressly allowed by the unit member.
6. Other coaching options available to unit members may include but not limited to: receiving coaching from: an FSUSD Teacher Support Provider; a Peer Coaching Model; or Site Administrator.
7. Pre-Induction Support Provider unit members shall be supervised by only one (1) Administrator, a designated Central Office Administrator.
8. Specific Pre-Induction Support Provider unit member assignments will be determined following the application, and interview process for these positions.
9. A Pre-Induction Support Provider shall serve in this position for no more than three (3) consecutive years.

10. Training occurring after contracted hours shall be compensated as per Article 20.2.d.
11. A review of this MOU will occur in April of 2020.

This agreement shall be in effect from the date of signature and through June 30, 2020, and may be renewed by mutual agreement between the parties.



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association
Date: 5/24/18



Robert A. Martinez, Ed.D.
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District
Date: 5/24/18

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