

**FBDTA
MASTER
AGREEMENT
2006-2008**

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ARTICLE I
AGREEMENT

1.1 ARTICLES AND PROVISIONS:

The articles and provisions contained herein constitute a bilateral and binding agreement ("agreement") by and between the Board of Trustees of the DISTRICT and the FORT BRAGG DISTRICT TEACHERS' ASSOCIATION, a local chapter of CTA and an affiliate of NEA. This Agreement is authorized by Chapter 10.7, Section 3540-3549 of Government Code ("Rodda Act").

ARTICLE II
RECOGNITION

2.1 REPRESENTATION:

The District recognizes the Association as the exclusive representative for all unit members of the bargaining unit. The bargaining unit consists of all employee's holding any of the following positions:

2.1.1 Counselors, Psychologists

2.1.2 Librarians

2.1.3 Teachers, which shall include:

a. Teachers of Preschool through 12th grade

b. Teachers of Special Education

c. Teachers of all Categorical Programs

d. Teachers of Alternative Education

e. Teachers on special assignment or extra-curricular activities.

ARTICLE III
DEFINITIONS

- 3.1 "Agreement" means this written contract.
- 3.2 "Unit Member" means any certificated employee whose position is named in ARTICLE II and is therefore covered by the terms and provisions of this Agreement.
- 3.3 "Days" means any day during which the District office is open for business, except as otherwise noted.
- 3.4 "Duty days" means those days of service required by the unit members' annual contract.
- 3.5 "Board" means the Board of Trustees of the Fort Bragg Unified School District.
- 3.6 "Daily rate of pay" means the unit members' annual salary divided by the number of his/her duty days.
- 3.7 "Differential pay" means the difference between teachers daily rate and the daily rate of a substitute.
- 3.8 "District" means the Fort Bragg Unified School District.
- 3.9 "Immediate family" means:
 - 3.9.1 The spouse of the unit member.
 - 3.9.2 The mother, father, grandparents, son, daughter, grandchild, son-in-law, daughter-in-law, brother, and sister of the unit member or the spouse of the unit member.
 - 3.9.3 Any person who has served as a legal guardian of the unit member or the spouse, or any foster child or stepchild.
 - 3.9.4 Any person living in the immediate household of the unit member.
- 3.10 "Extended family" means aunts, uncles, nieces, and nephews.

- 3.11 "Association" means the Fort Bragg District Teachers' Association, a local chapter of CTA and an affiliate of NEA.
- 3.12 "Agreement Year" means from July 1 to June 30 of any year specified.
- 3.13 "School Year" those days in which students are required to be in attendance.
- 3.14 "Duty Year" required days of service for certificated staff as per individual contract.

ARTICLE IV
DISTRICT RIGHTS

4.1 DISTRICT RIGHTS:

All matters subject to negotiation as listed in Educational Employment Relations Act 3543.2, shall be negotiable. All other matters shall be reserved to the Board of Trustees.

ARTICLE V
EMPLOYEE RIGHTS

5.1 EMPLOYEE RIGHTS:

All unit members shall have the right to become, or not to become, members of teacher organizations. Participation of non-members in teacher organizational activities is subject to the regulations of Fort Bragg District Teachers Association.

ARTICLE VI

PAYROLL DEDUCTIONS AND ASSOCIATION DUES

6.1 DUES DEDUCTIONS:

Any teacher who is a member of FBDTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and general assessments in the Association. This authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year.

Pursuant to this authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.1.1 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing forty-five (45) days after such submission.

6.1.2 The District will provide this service at no cost as long as there is no charge by the county for this service. If the county charges for this service, a charge equal to the county charge may be charged to each employee.

6.2 REPRESENTATION FEE:

Any unit member who is not a member of FBDTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this

Agreement, of within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, except as expressly exempted in this Article, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association 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 members of the Association authorize payroll deduction for dues. 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 of this Article, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in California 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 representation fee deductions.

6.2.1 Any bargaining 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 FBDTA/CTA/NEA as a condition of employment; except that such bargaining unit member shall contribute an amount equal to the service fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501 (C) (3) of Title 26 of the

Internal Revenue Code. Proof of such payment shall be made annually by October 15 to the FBDTA.

6.2.2 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employees organizations, pursuant to 6.2.1 above, shall be made on an annual basis to FBDTA and the District as a condition of continued exemption from the provisions of Sections 6.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.

6.2.3 Any unit member making payments as set forth in Sections 6.2.1 and 6.2.2 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 the reasonable cost of using said grievance or arbitration procedures.

6.3 HOLD HARMLESS CLAUSE:

The Association agrees to indemnify and hold the District harmless from any action challenging the legality or constitutionality of the agency fee provisions of this Article or their implementation, including the payment of attorneys' fees, legal costs, and any damages incurred by the District; provided that, the Association shall have the exclusive right to decide and determine whether any such action shall be resisted, defended, compromised, tried or appealed.

The District and the Association agree to provide to each other such information, as each reasonably may need to meet its responsibilities under this Article.

The District agrees to remit the funds deducted from employees under this Article to an Association agent designated and authorized in writing by the Association. Upon and after such remittance, the Association shall be fully responsible for disposition of remitted funds.

6.4 REMITTANCE OF DUES:

With respect to all sums deducted by the District, whether for membership dues or equivalent fee, the District agrees promptly to remit the collected sum to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

6.5 NEW MEMBERS:

The names of terminated or newly employed personnel who are members of the bargaining unit shall be furnished to the Association by the District within fifteen (15) duty days of ratification by the Board of employment or termination. The Association agrees promptly to furnish any information needed by the District to fulfill the provisions of this Article.

6.6 DEDUCTIONS FOR ANNUITIES, SAVINGS, ETC:

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities.

6.7 WRITTEN AUTHORIZATION:

The written authorization for approved insurance and benefit programs and the amount of dues deducted from the Association members' warrants shall be changed by the District upon timely request of the Association.

6.8 SOLICITATION:

Solicitation and/or servicing of association insurance and benefit programs shall not interrupt unit members' duties. The use of District facilities shall be with prior approval of the appropriate administrator.

ARTICLE VII

MAINTENANCE OF BENEFITS

7.1 MAINTENANCE OF AGREEMENT:

During the term of this Agreement, unless modified by a written agreement by the parties, the District shall contribute to health and welfare benefits as specified in Exhibit A until a successor Agreement is ratified by both parties. Except for such changes as may be necessary to conform to this Agreement or any subsequent amendments to it, the Board shall make no changes in its written policies as of July 1, 1983, on matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances.

7.2 NO CHANGES IN CERTAIN POLICIES:

The Board of Trustees will follow the past practice of reasonable notification of the Association on the Board's written policies regarding the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. If FBDTA wishes to consult with the Board on these matters, they will notify the District in a timely manner.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 **PURPOSE:**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise affecting the welfare or working conditions of unit members covered by this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate. Nothing contained herein shall be construed as limiting the right of any unit member with a grievance to discuss the matter informally prior to Level One, with any appropriate member of the administration, and to have the grievance addressed without intervention by the Association, provided that it is not inconsistent with the terms of this Agreement. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

8.2 **NOT WITHIN SCOPE:**

Actions to challenge or change the policies of the Board of Education and administrative regulations of the District, or disputes for which a specific appeal procedure is provided by statute, are not within the scope of this grievance procedure.

8.3 **DEFINITION OF TERMS:**

8.3.1 **GRIEVANCE:** A grievance is any complaint arising from an alleged violation, misinterpretation, or inequitable application of the provisions of this Agreement.

- 8.3.2 **UNIT MEMBER:** Any employee whose position is listed in Article II.
- 8.3.3 **SUPERVISOR, OR RESPONSIBLE PROGRAM MANAGER:**
A supervisor or responsible program manager is the administrator having immediate responsibility for the work performed by the grievant.
- 8.3.4 **GRIEVANT:** A grievant is a unit member(s), including the Association, or representatives filing a grievance.
- 8.3.5 **PARTIES IN INTEREST:** Parties in interest are the unit member(s) making claim and any person who might be required to take action, or against whom action might be taken, in order to resolve a grievance. The Association or its representatives becomes a party in interest at Level Three, or at Levels One or Two if requested by the grievant.
- 8.3.6 **CONFeree:** A conferee is an individual chosen by any party in interest to assist in grievance proceedings, e.g. fellow employee, department head, supervisor, or responsible program manager, administrator, Association, or legal counsel.
- 8.3.7 **ARBITRATOR:** An arbitrator is a person selected by the two parties. The arbitrator shall be selected within seven (7) duty days of receipt of the appeal provided for by Level Three. If the two parties fail to reach agreement on an arbitrator within the seven (7) duty days, PERB shall be requested to supply a list of five qualified arbitrators. Each party shall alternately strike a name from the list until only one remains. The order of striking shall be by lot.
- 8.3.8 **GRIEVANCE REPRESENTATIVE:** The Building Representatives of the Association are designated as Grievance Representatives to assist in processing grievances.

8.4 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL ONE:

8.4.1 Within thirty (30) duty days after a unit member knew of the condition upon which the grievance is based, s/he may request a conference with the supervisor, or responsible program manager. With the approval of the Superintendent, the time limit may be waived. The conference shall be held within five (5) duty days of the request and each party in interest may be accompanied by a conferee.

8.4.2 If the grievant is not satisfied with the results of this conference, s/he may initiate the Resolution of Grievance procedure by filing with the Supervisor, or responsible program manager, within five (5) duty days of the conference, the District Statement of Grievance Form which shall contain:

- a) The name and work location of the grievant.
- b) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- c) A listing of the Articles and sections of the Agreement which are alleged to have been violated or misapplied.
- d) A listing of the reason why the resolution of the problem proposed at the conference is unacceptable.
- e) A listing of the specific actions requested of the District which shall remedy the grievance.

8.4.3 The grievant shall, at the time of filing the District Statement of Grievance, notify the Association within 24 hours giving the following information:

- a. Date of filing.
- b. Article of contract allegedly violated or misapplied.

c. Name of grievant.

8.4.4 The Supervisor, or responsible program manager shall transmit on the District Supervisor's Response Form, the written decision to the grievant within ten (10) duty days of the receipt of the grievance.

8.4.5 The Supervisor or responsible program manager shall not agree to the resolution of any grievance considered at Level One (Section 2.a.2) until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within fifteen (15) duty days.

8.5 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL TWO:

8.5.1 If the grievant is not satisfied with the decision of the Supervisor, or responsible program manager at Level One, s/he may, within ten (10) duty days, file an appeal with the Superintendent on the District Grievant Appeal to Superintendent Form. The appeal shall contain:

- a. A copy of his original Statement of Grievance Form.
- b. A copy of the Supervisor's Response Forms.
- c. A copy of the completed Grievant's Appeal to the Superintendent Form.
- d. A copy of Association Notification Form.

8.5.2 Notification of the appeal shall be given to the Association by the grievant, within 24 hours, using the Association Notification Form.

8.5.3 If the grievance arises at a level above the principal or immediate supervisor, or responsible program manager, the grievant shall submit such a grievance on the District Statement of Grievance Form, to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

- 8.5.4 The Superintendent shall, within eight (8) duty days of receipt of the appeal, meet with the parties in interest, and within seven (7) duty days of the meeting, transmit his written decision to the grievant on the District Superintendent's Response to Grievant's Appeal Form.
- 8.5.5 The Superintendent shall not agree to the resolution of any grievance considered at this level (Two) until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within fifteen (15) duty days.

8.6 PROCEDURE FOR RESOLUTION OF GRIEVANCE, LEVEL THREE:

- 8.6.1 The arbitrator shall hold a hearing to determine whether or not there is a grievance, as defined in Section 8.3.1, Definition of Grievance. If the arbitrator determines that there is, in fact, a grievance, it shall proceed as described below:
- 8.6.2 The Arbitrator's hearing shall provide for written and/or oral testimony to be submitted by any person having pertinent information. Documents which the grievant shall submit to the Arbitrator include those filed at Level Two and a copy of the Superintendent's Response.
- 8.6.3 The hearing shall be conducted according to the rules and procedures prescribed by the Administrative Procedure Act, as set forth in the California Government Code, Section 112500 and following.
- 8.6.4 The Arbitrator shall consider only those issues which have been properly carried through all prior steps of the grievance procedure.
- 8.6.5 The jurisdiction of the Arbitrator shall be confined to a determination of the facts as they relate to the grievance.

8.6.6 The Arbitrator shall render a decision within thirty (30) duty days after the closing of the hearing. The decision shall be reduced to writing, recommending such remedies as s/he considers to be proper, and transmitted to the parties in interest and the President of the Board of Trustees.

8.6.7 The decision of the Arbitrator shall be final unless appealed by either party to the Board. The decision of the Board shall be the final action taken under this section of the grievance procedure.

8.7 RIGHTS OF THE GRIEVANT:

8.7.1 No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the Administration or the Board or by the Association or its representatives against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation.

8.7.2 A unit member may be represented at all stages of the grievance procedure.

8.8 APPEAL TO THE BOARD:

If the grievant wishes to appeal the decision of the Superintendent directly to the Board of Trustees, s/he shall file the request, in writing, with the Board and the Association within ten (10) duty days after receiving the Superintendent's response. The Board and the Association shall be provided copies of those documents filed at Level Two and a copy of the Superintendent's response.

8.8.1 Within thirty (30) duty days after an appeal is made to the Board, the Board shall transmit its decision to all parties in interest, on the District Board of Education Decision on Grievance Appeal Form.

8.8.2 The Board shall not agree to the resolution of any grievance considered at this level (Three) until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within fifteen (15) duty days.

8.8.3 The decision of the Board shall be the final action taken under this section of the grievance procedure.

8.9 GENERAL PROVISIONS FOR RESOLUTION OF GRIEVANCES ARE:

8.9.1 At any step in this procedure, the grievant may be heard personally or s/he may be represented by the conferee of his/her choice.

8.9.2 The person against whom the grievance is filed and each party in interest may be represented by a conferee of his/her choice.

8.9.3 If, in the judgment of the Association, a grievance affects a group or class of the bargaining unit, the Association may initiate and submit the grievance at the appropriate level provided that the aggrieved persons are named, and they authorize in writing such representation.

8.9.4 If the grievance arises at a level above the principal or immediate Supervisor, or responsible program manager, the grievant shall submit such a grievance on the District Statement of Grievance Form to the Superintendent directly and the processing of such grievance shall commence at Level Two.

8.9.5 No party may be required to discuss any grievance if the conferee is not present.

8.9.6 If the Board requires that the unit member process a grievance during the hours of the regular assignment, s/he and one other staff member, whether a conferee or a party in interest, shall be released without loss of pay or benefit.

- 8.9.7 The Board and the grievant shall share equally the payment for the services and expenses of Arbitration.
- 8.9.8 Documents, communications, or records dealing with a grievance shall be filed in a special grievance file maintained in the District Office.
- 8.9.9 All documents, communications, and records dealing with the processing of a grievance below Level Three should be kept confidential.
- 8.9.10 No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the Administration or the Board or by the Association or its representatives against any grievant, any party in interest, or any other participant in the grievance procedure.

ARTICLE IX

LEAVES

9.1 AUTHORIZED ABSENCE

Leaves of absence are authorized time away from work and may be with pay, differential pay, or without pay as specified by this Agreement.

9.2 VERIFICATION OF ABSENCE:

9.2.1 Verification may be in the form of a completed Verification of Absence form, a physician's signed statement verifying an illness, or a notarized affidavit by the unit member verifying the cause of the absence. Verification must be made within six (6) days of the absence.

9.3 PERSONAL ILLNESS LEAVE

9.3.1 PERSONAL ILLNESS OR INJURY:

A unit member's absence from work due to his/her illness or injury, not covered by Industrial Accident and Illness Leave (Article 9.9) shall be designated as sick leave and, in accordance with policy, shall be absence with pay.

9.3.2 SICK LEAVE ACCOUNT:

Each unit member shall have a credit of allowable days of sick leave absence, which shall compose the sick leave account. Paid absences under this policy shall be deducted from the sick leave account. The sick leave account shall be composed of the days of allowable sick leave earned as follows:

- a. The annual number of days earned in the current year, plus the accumulated days of unused sick leave days earned in previous years, plus

the number of days transferred from other Districts shall be credited to the sick leave account.

- b. All unit members employed on a 185 day standard contract, for five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for each school year of service.
- c. Unit members whose annual duty time is more or less than that specified in 9.3.2b shall have their annual sick leave allowance prorated according to the ratio that their duty time bears to 9.3.2 b.
- d. Upon employment, unit members who, within the school year preceding the school year in which they were employed by the District, have been employed in a certificated position in a California District, shall have their accumulated sick leave from their previous employer, transferred to their sick leave account according to the procedures of Education Code Section 44979.

9.3.3 DEDUCTIONS FOR SUBSTITUTES FOR SCHOOL MONTHS:

When a unit member is absent from his/her duties due to an illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute teacher. Under this section the unit member shall be entitled to full pay for the number of accumulated sick leave days plus up to one hundred (100) days differential pay.

9.3.4 REQUIRED PHYSICIAN STATEMENT:

If the unit member is absent ten (10) consecutive days or more, s/he shall be required to submit a doctor's signed statement in addition to the signed Verification of Absence form. If the unit member is absent for fewer than ten days, the Superintendent may require a doctor's signed statement. Unit members returning to work from sick leave involving major surgery or illness shall present, before returning to work, a doctor's release verifying medical permission to return to work.

9.3.5 UPON TERMINATION:

A unit member who has used more sick leave than was earned shall have the amount of money representing this over allowance deducted from his/her final warrant.

9.4. PERSONAL NECESSITY LEAVE

9.4.1 PERSONAL NECESSITY:

Sick leave earned pursuant to Personal Illness Leave (Article 9.3) may be used by a unit member, at his election, in cases of personal necessity, as here defined.

Advance notice shall be given the site administrator whenever possible, so that arrangements may be made for a substitute.

- a. Reasons of compelling personal importance which involve the unit member or a member of his/her immediate or extended family, which require personal attention, and cannot be attended to outside of the normal

working hours.

Compelling personal importance shall not include withdrawal of services for personal gain, or pleasure.

9.4.2 MISCELLANEOUS PROVISIONS REGARDING PERSONAL NECESSITY

- a. Personal necessity leave, as provided for in this policy, shall not be allowed for the purpose of resolving employer-employee problems.
- b. Personal necessity leave does not accumulate from year to year.
- c. Any authorized personal necessity leave shall be deducted from the unit member's sick leave account.
- d. Should the Superintendent or the Principal have reasonable cause to suspect misuse of provisions of this article, s/he may require proof of the proper use of the Personal Necessity Leave.
- e. Unless authorized by the superintendent no personal necessity leave in excess of seven (7) days shall be allowed in one school year.

9.5 DIFFERENTIAL PAY LEAVE

9.5.1. PERSONAL LEAVE:

- a. The Superintendent may grant leaves of absence up to three days annually, with differential pay. The Superintendent may authorize additional days.
- b. Unless compensation is specifically stipulated by law, this Agreement, board policy, or special action of the Governing Board, all other absences shall be of a without pay nature. The unit member shall have the amount of his/her daily rate times the number of days of absence deducted from

the salary due him/her for the month in which the absence(s) occurs.

- c. Upon the expiration of all applicable paid leave of absence or when a situation is not covered by existing law or policy, the Board may grant personal leave, without pay, based upon health or personal hardship factors, for up to one school year, unless an extension is approved by the Board.

9.6 BEREAVEMENT LEAVE

9.6.1 BEREAVEMENT LEAVE:

Each unit member shall be allowed absence with pay for no more than three (3) duty days when absent because of the death of a member of his immediate or extended family. Bereavement leave with pay, granted under this section will be extended to a maximum of five (5) days when travel beyond a three hundred (300) mile radius, or out of state, is necessary in connection with the bereavement.

9.6.2 USE OF PERSONAL NECESSITY:

When necessary, additional days of leave with pay may be used by the unit member and charged against his/her sick leave account as provided in Personal Necessity Leave, Article 9.4.

9.6.3 VERIFICATION:

The Superintendent, at his discretion, may require verification of the basis of this leave. Verification may be in the form of a newspaper obituary clipping, signed statement of the attending physician, or a notarized affidavit by the unit member.

9.7 PROFESSIONAL PURPOSE LEAVE

9.7.1 PROFESSIONAL PURPOSES

A paid leave of absence to attend meetings, conventions, school visits out of District, conferences, or to serve on education committees may be granted by the site administrator.

- a. Requests for authorization and related expenses, etc., shall be submitted on the District Request for Authorized Absence from District form and must be approved by the building principal at least five working days prior to the date of the professional leave.
- b. Expenses may be allowed for this purpose within the limits of the budgetary provisions therein applicable. Request for reimbursement of expenses must be submitted to the Superintendent within twenty (20) working days of the date of the unit member's return to duty. The request shall be on the District Claim for Reimbursement form and shall include completed Report of Conference form for each District sponsored conference. Failure to file the request under the terms of this section shall be considered a waiver of the teacher's claim for reimbursement.
- c. Requests for authorization to be absent for professional purposes which incur an absence from the District in excess of five (5) consecutive working days shall have Superintendent approval.

9.7.2 Paid release time to complete credential training in an area of identified District need within the bargaining unit may be granted by the superintendent or designee.

Areas of District need include:

- a) Intern, pre-intern, or teacher on emergency credential needing to complete his/her clear credential.
- b) Credentialed teacher who volunteers to pursue additional credential and/or training to meet District needs.

9.7.3 Leaves for further education and or training not included in 9.7.1 or 9.7.2 shall be unpaid unless covered by other articles in the agreement.

9.8. MATERNITY LEAVE

9.8.1 DEFINITION:

Pregnancy, miscarriage, childbirth, and recovery shall be treated as a temporary disability. Female unit members so disabled shall be allowed the benefits provided by the Education Code, Illness Leave and this article.

9.8.2 LENGTH:

The length of the temporary disability, the date on which the maternity leave shall commence, and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician. This information shall be provided on the District form.

9.8.3. SICK LEAVE ACCOUNT:

Maternity leave granted under this policy shall be the same as sick leave. The unit member, while on such leave of absence, shall be entitled to:

- a. Full daily pay up to the balance of her sick leave account.
- b. Differential pay as provided by E.C. 44977.
- c. Continuation of District paid health, dental, vision, and life insurance, and other such employee benefits as the unit member may be receiving

either at the time of the granting of the leave of absence, or such changes in employee benefits as the Governing Board may authorize during the leave of absence.

- d. Article X sick leave bank does not apply to maternity leave unless there are complicating medical issues verified by a physician as required by the Superintendent.
- e. Unit members interested in extending the period of absence for childcare purposes shall do so by either requesting a Family Medical Leave or Personal Reasons Leave. Per Labor Code §233, Family Medical Leave, employees may use up to six accrued and available sick leave days per year to care for a sick child, parent or spouse. Family Medical Leave days are deducted from accrued sick leave, do not accumulate from year to year and are not transferable to other employees.

9.9. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

9.9.1. ILLNESS AND/OR ACCIDENTAL INJURIES:

In cases where illness and/or accidental injuries are deemed to have been job incurred according to the standards and criteria of the Worker's Compensation Fund, there shall be no deductions for authorized absences of days from the unit member's sick leave account for the first sixty days.

9.9.2. ALLOWABLE LEAVE:

Allowable leave granted under this Article shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal

year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.

9.9.3 COMMENCEMENT OF ABSENCE:

Industrial accident or illness leave shall commence on the first day of absence.

9.9.4. NOTIFICATION OF RECOVERY:

The unit member shall be deemed to have recovered from an industrial illness or accident, and thereby able to return to work, at such time as the attending physician attests in writing, to the recovery.

9.9.5. TEMPORARY DISABILITY INDEMNITY:

a. A unit member on authorized absence under this Article shall be paid that portion of his/her temporary disability indemnity that shall result in a payment to him/her of not more than his/her full salary.

b. However, the unit member may endorse to the District the temporary disability indemnity checks received and the District shall in turn issue appropriate salary warrants for the payment of regular salary.

9.9.6 TRAVEL:

A unit member receiving benefits under this Article shall remain within the State of California unless the Board authorizes travel outside the state.

9.9.7. BOARD REPORT:

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

9.10 MANDATORY COURT APPEARANCE

9.10.1 MANDATORY COURT APPEARANCE:

Unit members may be absent from duty, with pay, for mandatory court

appearances as hereafter described:

- a. When called for jury duty in the manner prescribed by law.
- b. When responding to a subpoena or an official order from a court or office of governmental jurisdiction to serve as a witness for reasons not brought about through the connivance or misconduct of the unit member, or in which the unit member is not a litigant.

9.10.2. PAYMENT:

These days of absence shall be with full pay. However, in any case in which a fee is payable, such fee shall be collected by the unit member and remitted to the District.

ARTICLE X
SICK LEAVE BANK

10. GROUP SICK LEAVE BANK

A sick leave bank will be established to allow employees who are beset with a catastrophic illness or injury and who have exhausted all of their available sick leave to initiate a voluntary appeal to fellow certificated staff to donate one day of sick leave for their use.

Upon proper documentation of “catastrophic illness” with the superintendent, the supervisor of the employee will activate a District-wide appeal for the stricken employee. An individual may donate up to ten percent of their annual sick leave account yearly, but only one day per employee incident. An employee who requests sick leave bank relief is entitled to a maximum of 30 days sick leave bank usage per incident. Any unused of unused sick leave to employees who have donated days will be determined as set forth in paragraph 10.6. The District will maintain a list of donations so that the number of days donated by each employee can be equalized. Sick leave will be donated and returned in whole day increments.

10.1 EDUCATION CODE 44043.5 APPLIES

“Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s immediate family which requires the employee to take time off from work for an extended period of time to care for the immediate family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave.

- 10.2. Sick leave may be donated to an employee suffering from a catastrophic illness or injury if all of the following requirements are met:
- a. The employee is suffering from a catastrophic illness or injury and requests that sick leave be donated and provides verification of catastrophic injury or illness as required by the superintendent.
 - b. The superintendent determines that the employee is unable to work due to the employee's catastrophic illness or injury.
 - c. The employee has exhausted all sick leave.
10. 3. Sick leave may also be donated to an employee who has a member of the immediate or extended family suffering from a catastrophic illness or injury if all of the following requirements are met:
- a. The employee has exhausted all of his or her sick leave and personal necessity days.
 - b. The employee, in accordance with 9.4.2.e of this agreement, has requested that more than seven days from the employee's sick leave account be used for personal necessity days and the superintendent has authorized additional days.
 - c. A member of the employee's immediate or extended family is suffering from a catastrophic illness or injury and requests that sick leave be donated and provides verification of the catastrophic injury or illness as required by the superintendent.
 - d. The superintendent determines that the employee is unable to work due to his or her immediate family member's catastrophic illness or injury.

- 10.4. If the transfer of sick leave is approved by the superintendent, any certificated employee may voluntarily donate one day of sick leave per employee request not to exceed a maximum of ten percent annually of their sick leave days accrued.
- 10.5. A total of 30 sick leave days may be transferred to an eligible party per request.
- 10.6. Transfer of sick leave is voluntary and irrevocable. However, unused sick leave will be returned to the donor in a systematic equitable fashion.
- 10.7. An employee who receives sick leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving sick leave pursuant to this section.

ARTICLE XI

CLASS SIZE

11.1 CLASS SIZE AVERAGE:

Class size shall be limited to a school average of 26.5 students to 1 teacher at all schools in the District. So long as the District participates in the Class Size Reduction Program, class size for grades kindergarten through three will be consistent with program requirements. If the Class Size Reduction program is discontinued by the District, Kindergarten through grade three class size will be negotiated with Fort Bragg District Teachers Association.

11.1.1 For purposes of calculation of class size the following programs will be excluded from the calculation:

- a. Class size maximum is 35:1 in Physical Education at Fort Bragg Middle School and Fort Bragg High School.
- b. At sites with self-contained regular education classrooms all categorically funded teachers (including, but not limited to Title 1, Resource Specialist, and Bilingual) shall be excluded from the calculation of class size average.
- c. At sites where classes are compartmentalized and students/staff responsibility is not within a self-contained classroom, categorically funded teachers will be excluded from the class size calculations, and their students will be excluded from the class size calculations based upon their per-period participation in the categorically funded class.
- d. Noyo High School
- e. Shelter Cove and Lighthouse Community Day Schools
- f. Independent Study
- g. K-3 Class Size Reductions
- h. Fort Bragg High School Class Size Reduction Program (English & Math)
- i. Westport Village School (necessary small schools)

11.1.2 For purposes of calculation of caseloads and class size for special education teachers, the District will adopt the guidelines from the Mendocino County SELPA Local Plan. RSP maximum caseload is 28:1; SDC/LH maximum caseload is 12:1; SDC/SH maximum caseload is 10:1. When a teacher's caseload includes a combination of students from different education programs, the above ratios shall be maintained.

11.2 DEFINITIONS:

11.2.1 For purposes of this Article, and unless otherwise specified herein, "teacher" is defined as a regular classroom or special education teacher.

11.2.2 For purposes of this Article, "categorically funded" is defined as funded by monies in the budget which are received for specialized programmatic purposes and which can be used only for those purposes.

11.3 SECONDARY AND MIDDLE SCHOOL MAXIMUMS:

At the middle and high school levels, the maximum number of students in any academic class will not exceed 32 during the first grading period and will not exceed 30 thereafter. The maximum students in band and chorus cannot exceed 50 students except with the consent of the teacher. In addition to the class size maximums above, middle school classroom teachers shall have a daily student contact limit of up to 150 students and physical education teachers shall have a daily student contact limit of up to 175 students.

11.4 EXCEEDING LIMITS:

Any limits on class size can be exceeded with the written consent of the instructor and the Association.

11.5 CLASS SIZE GRADES K-3

In grades K through 3, class size shall be determined in accordance with the applicable Education Code sections regarding the Class Size Reduction Program, Education Code Chapter 6.10 (so long as the District participates in the program).

11.6 RELIEF: Grades 4 and 5

In grades 4 and 5, class size limits will be determined at the end of the first four weeks of the school year. If at the end of the first four weeks the class size of an individual class still exceeds 28 students, the teacher shall be paid relief of \$3.00 per student per day. After the first four weeks of school, when the class size exceeds 28 students, the teacher shall be paid relief of \$3.00 per student per day.

11.7 RELIEF: MIDDLE AND HIGH SCHOOL

At The middle and high school levels, excepting Noyo High School, class size limits will be determined upon collection of the CBEDS data in October, and relief under this section will be triggered prior to February 1, then the District must provide relief within 30 days. If the class size limits are exceeded after February 1, the District is not required to provide relief.

11.8 SPECIAL EDUCATION STUDENTS:

When Special Education students are enrolled in a regular education classroom, the classroom teacher or teachers, shall be given reasonable release time when necessary for all required conferences concerning the Special Education student. When special needs students are integrated in the regular education program the regular education teacher will be provided with all necessary resources which are necessary to enable that student's success.

11.9 LIMITED NON/ENGLISH SPEAKER (LEP):

The District will meet or improve upon State and Federal class size requirements for limited/non-English proficient students.

11.10 WORK STATION LIMITS:

The wood shop class at Fort Bragg High School shall be funded according to the number of workstations available.

ARTICLE XII

TRANSFERS

12.1 DEFINITION

“Transfer,” means a change in school assignment, but maintaining the same classification held by the teacher under ARTICLE III.

12.2 NOTIFICATION OF VACANCIES:

12.2.1 When a position listed in Article II is to be filled, the administration shall give first consideration to those unit members desiring transfer and currently under contract in the District, whose qualifications are equal to, or better than the qualifications of applications from outside the District.

12.2.2 A list of all vacancies or new positions within the District shall be posted in a conspicuous place, in each school, except during vacations, when such notices shall be posted at the District Office. The notices shall clearly set forth a description and the qualifications for each position.

12.2.3 Openings known by April 15 will be announced to in-house employees via site posting and/or letter notification (as per transfer request survey) prior to open posting.

12.2.4 Such notices shall be posted as far in advance as possible, ordinarily at least 30 days before the final date when applications must be submitted, and in no event less than two (2) weeks before such date except in event of an emergency situation, or during opening of school or the sudden departure of a unit member.

12.2.5 Unit members who desire to apply for such positions shall submit their within the time limit specified in the notice.

12.3 EMPLOYEE INITIATED REQUEST OF TRANSFER:

12.3.1 When a vacancy or new position is to be filled, first consideration shall be given to unit members within the District who applied for transfer.

12.3.2 If a transfer has been denied, the unit member shall be given, upon request, written rationale for the denial. Copies of the Board Policy, Administrative Regulation 4114 (b), and FBDTA Contract regarding Transfer Policy, shall be stapled to the transfer notice.

12.3.3 The filing of a request for transfer is without prejudice to the unit member.

12.4 ADMINISTRATION INITIATED TRANSFER:

12.4.1 Administration initiated transfers may be made for any of the following reasons:

- a. When another position in the District would better utilize the particular qualifications and certification of a unit member than does his present assignment.
- b. When the enrollment of a school decreases to the extent that the number of assigned unit members must be reduced.
- c. When the enrollment of a school increases to the extent that the number of assigned unit members must be increased.
- d. When a new school is opened.
- e. When the Superintendent considers that such a transfer is in the best interests of the District.

12.4.2 Notice of an administrative transfer shall be given unit members as soon as practical and, under normal circumstances, not later than June 15th. The District shall make every effort to provide such information by May 1st. Copies of the

Board Policy, Administrative Regulation 4114 (b), and FBDTA Contract regarding Transfer Policy, shall be stapled to the transfer notice.

- 12.4.3 Should a transfer be contemplated, the unit member shall be notified and given the opportunity to meet with the appropriate administrator to discuss the proposed transfer.
- 12.4.4 Should the unit member object to the proposed transfer, the administrator shall make a good faith effort to find other solutions.
- 12.4.5 The unit member shall have the right to request and shall receive written reason when s/he is being transferred.
- 12.4.6 When an administrative transfer is necessary, volunteers from those affected shall be considered.
- 12.4.7 Administrative transfers are to be made in accordance with Education Code Section 44830, which reads as follows:
" A Governing Board of a school District shall employ for positions requiring certification qualifications, only persons who possess the qualifications therefore prescribed by law".
- 12.4.8 It shall be the responsibility of the Superintendent to seek to effect transfers of unit members in cooperation with all parties concerned. No transfer shall be made arbitrarily or vindictively.

ARTICLE XIII

EVALUATION PROCEDURE

13.1 EVALUATION PROCEDURE:

Certificated personnel will be evaluated by following the procedures specified in the School Board Evaluation Policy and accompanying Administrative Regulations, Exhibit and Certificate Employee Evaluation Form (See Exhibit E).

13.2 REVIEW:

Certificated personnel desiring a review of their evaluation may make their request to the Superintendent within fifteen (15) days of the formal evaluation conference. The Superintendent shall review the evaluation jointly with the principal or designee and employee within ten (10) days. (All references to "principal" hereinafter shall be read as "principal or designee").

13.3 PROCEDURE FOR MANDATORY PARTICIPATION IN PEER ASSISTANCE & REVIEW

The procedure may be initiated by the Administration, as it deems appropriate.

13.3.1 Definition of unsatisfactory evaluation: Failure to meet 50% of the listed expectations (“Unsatisfactory”) in the Overall Evaluation of the Certificated Employee Evaluation Form.

13.3.2 When a principal intends to notify an employee that his/her performance rating is potentially unsatisfactory, the principal shall do so at least sixty (60) calendar days prior to the last day of school.

13.3.3 The sixty day notification shall consist of a conference with the principal in which the specific deficiencies are discussed and stated in writing to the employee. Also, specific written suggestions for improvement are discussed including ways the employee could improve through such methods as study, observation and counseling.

13.3.4 During the period between the first notification conference and the final evaluation, the principal shall make two additional (or more if mutually agreed upon) classroom observations of the employee. After each observation, the principal shall make a written report of his/her recommendations and conclusions concerning the employee's performance. The principal shall meet with the employee after each observation to discuss the findings.

13.3.5 Certificated evaluations will be completed no later than May 1st before the end of the school year. A written copy of the conclusions, derived from the observation(s), including recommendations, shall be given to the employee.

13.3.6 If, at this summary evaluation, the employee receives an unsatisfactory rating from the principal, the principal shall forward this recommendation to the Superintendent for his/her concurrence and referral to PAR for mandatory participation. At this point, the employee may request a review conference with the principal and Superintendent. When an employee receives an unsatisfactory evaluation s/he shall be evaluated the following year, in accordance with this Article.

13.4 EVALUATION OF PERMANENT STAFF:

Any permanent unit member scheduled for evaluation may, with the agreement of the evaluator, use the District's self-evaluation process for a maximum of two times during each five year cycle. The following requirements must be met as part of the self-evaluation process.

- a. The unit member, in consultation and agreement with the evaluator, shall select four elements with one to four standards on the evaluation form. If four elements cannot be mutually agreed upon then two elements each may be selected by the teacher and by the administrator.

- b. The project/standards shall be indicated on the form and both the unit member and the evaluator must sign the form by October 1st.
- c. The unit member and the evaluator will complete page one and two of the self-evaluation form by May 1st. The unit member shall provide a summary of his or her performance.
- d. The evaluator shall review the unit member's summary and may at his or her discretion, add comments.
- e. Both unit member and the evaluator must sign the form by May 1st.

ARTICLE XIV

PEER ASSISTANCE AND REVIEW

- 14.1 The PEER ASSISTANCE AND REVIEW (PAR) Program shall be implemented only to the extent that special funding from the State is provided and the Board annually renews the Program. This stipulation shall apply to all costs of the PAR Program. If the funding is decreased at any time during the life of the Program, the Program will be decreased proportionally.
- 14.2 THE GOAL OF THE PAR PROGRAM in the Fort Bragg Unified School District will be to allow exemplary teachers: to assist participating and beginning teachers in developing subject matter knowledge, assisting in assessment and instructional practices. The Consulting Teacher may support District curricular efforts.
- 14.3 JOINT PANEL
- 14.3.1 The Peer Assistance program will be administered by a Joint Panel and shall consist of three members. One will be an administrator selected by the District, and two shall be tenured teachers and elected by a vote of the teachers in an election conducted by the Association. The Joint Panel will be chaired the first year by a Teacher Representative and in the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Association Representative and District Representative.
- 14.3.2. All members of the Joint Panel shall serve a two-year term. In the event that no unit members volunteer to apply for the Joint Panel, an outgoing Joint Panel member may reapply for Joint Panel membership.

14.3.3. The responsibilities for the Joint Panel shall include the following:

- a) Select Consulting Teachers (the consulting teacher will work with Referred Participating Teachers, Beginning Teachers and Volunteer Participating Teachers, and provide for their training.
- b) Provide a choice of Consulting Teachers for the Referred Participating Teacher, Beginning Teacher, and Volunteer Participating Teacher from which to select.
- c) Make final determination of a Consulting Teacher for a Participating Teacher.
- d) Review reports prepared by the Consulting Teachers.
- e) Forward names and recommendations to the Governing Board regarding participants in the program as defined by Education Code 44502(a).
- f) Prepare and submit an annual review and evaluation of the impact of the Peer Assistance Program, including recommendation for improvement to the Superintendent.
- g) In extenuating circumstances, by majority decision of the Joint Committee, a Consulting Teacher may be released from his/her consulting responsibilities.

In addition, a Consulting Teacher may submit a request to the Joint Panel to be released from his/her consulting responsibilities

- h) Review and determine appropriate actions upon request for change of Consulting Teacher by a Referred Participating Teacher or Consulting teacher.

- i) Joint Panel receives a report twice annually from Consulting Teachers.

14.4 CONSULTING TEACHERS

14.4.1 The qualifications of a Consulting Teacher:

- a. Must be a credentialed classroom teacher with permanent status.
- b. Have substantial recent experience in classroom instruction.
- c. Have demonstrated exemplary teaching ability, as indicated by, among other things: effective communication skills (oral and written), subject matter, knowledge, and mastery of a range of teaching strategies necessary to meet the learning needs of the District's diverse student population.
- d. Possess knowledge and understanding of District/State adopted academic content strands, frameworks, and District direction and goals for curriculum instruction.
- e. Work effectively and cooperatively with colleagues.
- f. Have demonstrated the ability to work within established timelines.
- g. Focus on assistance and not evaluation.

14.4.2 The responsibilities of the Consulting Teacher with a Referred Participating Teacher or Beginning Teacher Support and Assistance Teacher:

- a. To meet with Referred Participating Teacher or BTSA Teacher and site principal to discuss the PAR Program, to establish written performance goals in specifically identified areas, develop an assistance plan and a process for determining successful completion in the PAR Program (as outlined in Education Code 44662).

- b. Conduct multiple observations of Participating Teachers or BTSA Teachers during classroom instruction.
- c. Document and record all observations/discussions.
- d. Following observations and discussions, the Consulting Teacher will meet with the Participating Teacher or BTSA Teacher to provide feedback in a timely manner.
- e. Write an anecdotal record of observations, discussions / meetings with Participating Teacher or BTSA Teacher.
 - 1) A copy of the Anecdotal Record will be viewed and discussed with the Participating Teacher. Following the review, the Participating Teacher or BTSA Teacher shall sign the report to indicate that it has been reviewed, and that the Participating Teacher or BTSA Teacher has received a copy. The Participating Teacher's or BTSA Teacher's signature does not necessarily signify agreement with the report.
 - 2) A copy of the Anecdotal Record will be submitted to the Joint Panel and placed in the personnel file.
 - 3) Results of a teacher's participation in PAR established by Article 4.5 (commencing with Education Code Section 44500) shall be made available as part of the evaluation conducted pursuant to this section.
- f. To participate in collaborative meetings with other Consulting Teachers in the Fort Bragg Unified School District.

- g. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the site administrator concludes that the teaching performance of the Referred Participating Teacher is satisfactory, or that further assistance will not be productive.
- h. Caseload will be determined by the Joint Panel and Consulting Teacher.
- i. If the caseload is not met for the PAR program, the Consulting Teacher may be requested to assist teachers recommended by the site administrator and approved by the Joint Panel.
- j. May submit individualized professional development proposals for the Referred Participating Teacher or BTSA Teacher to the Joint Panel.
- k. The term for a Consulting Teacher should not be greater than two years. However, to achieve staggered membership, two Consulting Teachers shall serve a one-year term during the first year of the program. If no volunteers for the one-year term, the Joint Panel will determine the one-year term by lot.

14.4.3 Other Consulting Teacher Responsibilities When Not With BTSA or Referred Teacher:

- a. May assist staff with research to implement best practices for content area curriculum, instruction, assessments, and use of curricular materials.
- b. May assist staff with the alignment of current curriculum to the content standards identifying the matches and gaps between standards and current curriculum.
- c. May assist staff with the development or identification of assessment tools for measuring student achievement.

May provide peer assistance and coaching to Participating Teachers in curricular alignment, teaching methodologies, teaching strategies, and the collection and analysis of assessment information if needed.

14.4.4 The selection process for Consulting Teachers:

- a. The Joint Panel will determine need and announce the opening(s) that will be posted by the District as outlined in Article XII Transfers.
- b. Applicants meeting the qualifications outlined above must submit an application with at least three references, one of which must be from the principal and two from teachers of which one is from a teacher at a site where the candidate has worked.
 - 1) The Joint Panel shall interview candidates.
 - 2) Members of the Joint Panel may observe candidates.
- c. The Consulting Teachers shall be selected by the Joint Panel by majority vote.

14.4.5 PARTICIPATING TEACHERS

- a. Teachers participate in the Peer Assistance and Review Program in one of according to State Education Code 44664(b), as a Beginning Teacher, or by voluntary self-referral.
- b. Referred Participating Teacher
 - 1) A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

- 2) A Referred Participating Teacher may request at least two Consulting Teachers with whom they would choose to work from a choice of Consulting Teachers submitted by the Joint panel.
- 3) The Joint Panel will determine which of the identified Consulting Teachers will be assigned to the Referred Participating Teacher.
- 4) A different Consulting Teacher may be selected to work with the Participating Teacher or the Consulting Teacher.
- 5) The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

c. Beginning Teacher:

- 1) New: first teaching experience, other than student teaching.
- 2) New with experience: has teaching experience with other districts and is fully credentialed.
- 3) BTSA

d. Volunteer Participating Teacher

- 1) A Volunteer Participating Teacher is a Teacher who volunteers to participate in the PAR program.
- 2) Priority will be given to teachers with permanent status.
- 3) The purpose of participation in the PAR program for the Volunteer Participating Teacher is for peer assistance only.
- 4) The Consulting Teacher shall not participate in a performance review of a Volunteer Participating Teacher.
- 5) The Volunteer Participating Teacher may terminate his/her

participation in the PAR program at any time.

- 6) All communications between the Consulting Teacher and the Volunteer Participating Teacher shall be confidential, and without the written consent of the volunteer, shall not be shared with others, including the site principal or the Joint Committee.

14.5 BUDGET

14.5.1 Joint Panel members will receive a stipend of \$500 each, per year. This stipend will be reviewed annually based on funding.

14.5.2 Consulting Teachers will receive a stipend of \$2,000 each, depending on funding.

14.5.3. Any unspent funds in the PAR Program, will rollover into the Peer Assistance and Review budget for the following year.

14.5.4 The dollar amounts outlined will be reflected in the percentage amounts of funds available to the PAR Program.

14.5.5 Not more than \$3,000.00 of the funds received by the School District may be expended for administrative expenses.

14.5.6 The budget and all stipends will be reviewed annually.

14.5.7 Each site may be allocated \$1,000, depending on available funding.

14.6 CONFIDENTIALITY

14.6.1 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer the PAR Program as defined by Education Code 44502(a).

14.7 INDEMNIFICATION

14.6.1 The District shall defend and hold harmless individual Joint Panel and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

14.8 STATE MANDATES

14.8.1 If a State mandate changes the impact of contract language, both parties agree this article to negotiate those impacted changes.

ARTICLE XV

EMPLOYEE BENEFITS

15.1 ELIGIBILITY/DISTRICT CONTRIBUTIONS

15.1.1. Eligibility for medical benefits (excluding dental and vision) will follow the guidelines stipulated in the Staywell JPA Bylaws.

15.1.2. Eligibility for other health benefits, i.e. vision and dental, and life insurance will be determined as follows:

If % of Duty Time Is	% of Benefit Paid by District Is
1 - 49.99%	0%
50 - 74.99%	75%
75 - 100%	100%

EXAMPLE: For a unit member working 60% of full time (.6 FTE) the District would pay 75% of the amount specified in Proposed Exhibit “A” and the unit member would pay the remaining 25%.

15.2 RATES OF PAY:

15.2.1. The District contribution to employee benefits as specified in Exhibit A shall be considered as part of the total compensation a unit member receives for his/her services.

15.2.2. Unit members new to the District shall receive benefits beginning with their first month of eligibility.

15.2.3 Unit members returning from an unpaid authorized leave of absence shall receive benefits beginning with the first month of their return duty.

15.3 ABSENCE DUE TO ILLNESS:

The District shall continue to pay its contribution toward benefits for unit members that are absent due to illness and have exhausted their accumulated paid leaves. These payments will continue until their current contract terminates. If a new contract is issued, the District shall continue to pay its contribution.

15.4 UNPAID LEAVES OF ABSENCE:

Unit members on Board approved unpaid leaves of absence shall be eligible to receive Employee benefits as specified in Exhibit A. These benefits are to be paid for by the unit members

15.5 TERMINATION OF EMPLOYMENT:

Should a unit member's employment terminate, the unit members shall be notified of the termination, of coverage of employee benefits and his/her right of conversion. The unit members shall pay the premiums if conversion is made.

ARTICLE XVI

PAY AND ALLOWANCE

16.1 CLASSIFICATION OF THE SALARY SCHEDULE:

Unit members shall be placed on the appropriate class of the salary schedule (Exhibit C) according to their degree and the number of semester units beyond their degree. Units beyond their degree shall be in accordance with Article XVIII, Section 18.2, 18.3 and 18.4, DCEC.

16.2 RIGHT TO FREEZE:

The School Board reserves the right to freeze a unit member's position on the salary schedule in accordance with Article XIII, Evaluation Procedures, of this Agreement.

16.3 RECLASSIFICATION:

Reclassification (advancement) may occur only between July 1st and October 15th. Units to verify eligibility for reclassification shall be presented to the District Superintendent prior to October 15th.

16.3.1 The advancement on, and as limited by, the salary schedule shall be at the rate of one step for each year of teaching experience. If a unit member serves at least 75% of the duty days of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

16.3.2 Annual vertical reclassification shall not exceed one step past that of the previous year.

16.4 SALARY SCHEDULE ON A FACTOR BASIS:

Salaries for the positions of Counselor, Librarian/Media Specialist and Psychologist shall be

attached to the basic unit member's salary schedule on a factor basis as stipulated:

- a. Counselor, Middle and High School, daily factor: 1.1281
- b. Librarian/Media Specialist, daily factor: 1.0342
- c. District Psychologist, daily factor: 1.1732

16.5 QUARTER UNITS:

Quarter units shall be converted to semester units by multiplying the quarter units by 2/3 (two thirds).

16.6 PAYROLL, SALARY PAYMENTS, AND SUPPLEMENTAL PAYROLL:

The payroll shall be defined as monthly beginning with in those years that unit members have started work prior to August 15. The payroll may be distributed on an eleven month (August through June) or basis. Salary payments shall be made not later than one working day after the last day teachers are required to work during the payroll period. Salary payments for the services compensated on the supplemental payroll shall be made not later than one calendar month after the last day of the payroll period in which the service was performed.

16.7 PROCESSING THE PAYROLL:

Payrolls are processed by the County Schools Office. The District shall not be held responsible for a failure to meet the established payroll dates if the failure to do so is the result of actions or inactions on the part of the County Office.

16.8 ADDITIONAL SALARY:

Unit members who have received written approval of the Superintendent to serve more than the required number of days as set forth in their Annual Service, Article XVII of this Agreement, except for services covered by the extra pay schedule, shall receive additional salary equivalent to their daily rate of pay. Regular employed unit members who serve less than one full school semester shall receive their daily rate of pay according to their placement

on the salary schedule for the number of days worked. Unit members who serve for one full school semester shall receive not less than one half the annual salary according to their placement on the salary schedule.

16.9 MUTUAL CONSENT:

The School Board may adjust the salary schedule and contractual agreements by mutual consent of the board and bargaining unit at any time during the agreement year.

16.10 LONGEVITY INCREMENTAL ADVANCES:

Eligibility for the longevity incremental advances provided by the 15th, 18th, and 21st year steps shall be determined by adding the number of years certificated service in the District to the allowance of credited previous experience granted a unit member at initial employment in the District.

16.11 ADVANCED DEGREES:

The monetary stipend granted for master's degrees or doctorate degrees shall be automatically granted when the degree is in the field of education or the unit member's field of instructional assignment.

ARTICLE XVII
ANNUAL SERVICE

17.1 CLASSROOM TEACHER GRADES PRESCHOOL - 12:

17.1.1 The number of duty days per year shall not be more than 185, of which no fewer than 180 days shall be instructional days. The daily rate of pay for this purpose will be computed using 185 duty days.

17.2 SCHOOL DUTY HOURS:

17.2.1 All certificated staff shall be available to students and parents thirty (30) minutes before the beginning of the first regularly scheduled class at their school site. The regular on-site duty day shall be seven (7) hours exclusive of a duty free lunch period of thirty (30) minutes.

17.2.2 Principal called staff/grade level/departments meetings shall be limited to four (4) hours per month. Such meetings will begin at the end of the seven (7) hour day. Special Education unit members shall attend a monthly one (1) hour Special Education staff meeting. If attendance at this meeting combined with the regular staff meetings will cause a special education unit member to exceed four (4) hours of staff meetings in one month the unit member will not be required to attend one of the school site staff meetings.

17.2.3 Minimum days for students shall be regular work days for certificated staff except during parent conferencing. On parent conferencing days the seven (7) hour duty day may be modified to compensate for evening parent conferences. Any such modification shall be mutually agreed upon by the Association and District.

17.2.4 Building principals and faculty shall confer in determination of arrival and split shifts, excluding zero periods, without mutual agreement.

17.2.5 Every unit member shall be entitled to one (1) thirty-minute, duty free, uninterrupted lunch period not including passing time.

17.2.6 Teachers as professionals realize their responsibility toward extra-curricular supervision of student and/or parent related activities. Extra-curricular duties and school day duties shall be assigned by the building administrator on an equitable basis to all certificated staff members of each school who work 75% or more of a full time contract. The faculty and appropriate administrator shall confer in establishing and creating the duty rosters for the extra-curricular duties and the school day duties. The duty rosters shall be posted in each school office and faculty room showing the types and approximate length of said duties and indicating unit members assigned to perform said duties.

17.2.7 The principal shall assign supervision duties to certificated staff on an equal distribution basis when students are on the school grounds because of bus schedules, rainy day sessions, etc.

17.3 LESS THAN FULL TIME REGULAR SCHOOL YEAR CONTRACTS

17.3.1 Those employees with contracts for less than a full school year shall be paid an annual salary prorated based on the percentage of a 185 day work year.

17.3.2 Those employees contracted for less than a full time seven (7) hour day shall be paid an annual salary prorated on the percentage of the seven hour work day.

17.4 COUNSELORS AND PSYCHOLOGISTS:

17.4.1 Number of days per year:

Counselor I = 215 days

Counselor II= 185 days

17.5 LIBRARIAN/MEDIA SPECIALIST:

17.5.1 Number of days per year: Ten (10) days in addition to the number of days required for unit members.

17.6 ANNUAL CALENDAR:

a. The annual school calendar committee (Committee) is to be composed as follows:

2 representatives FBDA

2 representatives CSEA

2 representatives of the District Administration

2 representatives of the public appointed by the Board of Trustees.

b. The Committee shall meet as needed (at least annually) to review and finalize each year's calendar based on the Perpetual Calendar formula. The calendar shall be prepared no later than November 1st, one year preceding implementation.

Any problems or proposed changes should be referred back to the constituent units, who may then call for a meet-and-confer.

c. Perpetual Calendar

First day of instruction two Mondays prior to Labor Day

October Break after 8 weeks of instruction

Wednesday prior to Thanksgiving-travel day (in lieu of Admission Day).

Winter Break commences two Mondays prior to January 1.

President's Week commences Friday preceding President's Day and continues through the week immediately following.

Spring Break commences nine Mondays prior to the last day of instruction.

ARTICLE XVIII

UNITS ACCEPTABLE FOR SALARY CREDIT: (DCEC)

Units earned for reclassification (advancement) which meet the requirements of either 18.1 or 18.2 below are acceptable for salary credit:

18.1 UNITS ACCEPTABLE FOR SALARY CREDIT WITHOUT DCEC APPROVAL:

Upper division or graduate credits in classes, institutes, or workshops sponsored by accredited colleges or universities taken in the unit members undergraduate/graduate major or minor fields of study in general education, educational administration or current teaching assignment, provided that:

- a. The unit member has a valid credential to teach in that field of study, K-12, and
- b. The field of study is taught in the Fort Bragg Unified Schools, K-12.

18.2 UNITS ACCEPTABLE FOR SALARY CREDIT WITH DCEC APPROVAL:

Units or activities defined under 1, 2, 3, 4, below must have approval from the DCEC. As some may not be acceptable, it is recommended that approval be obtained prior to undertaking the activity.

18.2.1 Courses, institutes or workshops pertaining to an administratively assigned or approved extracurricular responsibility, i.e. Student Government, extra assignment athletics, student publications, etc.

18.2.2 Courses, institutes or workshops that would aid the unit member in understanding, dealing with, and being of service to school age youth, i.e. courses related to behavior, discipline, counseling, etc.

18.2.3 Travel may be credited if the travel is related to the unit member's skill or effectiveness within his duty assignments and is taken through a college or university.

18.2.4 Correspondence courses.

18.3 DEFINITION:

The District Committee for the Evaluation of Credit shall be responsible for upholding the standards of the teaching profession within the District, and shall act as the committee for the evaluation of work taken for reclassification. This committee shall be composed of the following:

18.3.1 The Chairperson, appointed by the President of the FBDDTA.

18.3.2 An Administrator, appointed by the Superintendent.

18.3.3 Unit members, representing each grade span or subject matter within the District appointed by the Chairperson of the DCEC, who shall serve no more than three (3) consecutive years. If, in the opinion of the petitioner there is no committee member familiar with and knowledgeable in the area being petitioned, he or she shall have the option of requesting the DCEC chairperson appoint such person.

18.3.4 Member (s) of the FBDDTA, appointed by the chairperson of the DCEC.

18.3.5 The committee shall be comprised of no less than six (6) persons. Decisions shall be by a majority vote. Four (4) members present shall constitute a quorum.

18.4 RESTRICTIONS TO DCEC APPROVAL:

18.4.1 No more than five (5) semester units may be of approved travel or lower division correspondence courses and no more than ten (10) semester units may be of lower division courses in each consecutive block of fifteen (15) semester units.

18.4.2 No more than five (5) semester units of each consecutive block of fifteen (15) semester units may be in course work related to non-teaching assignments.

ARTICLE XIX
PHYSICAL EXAMINATIONS

19.1 EXAMINATIONS:

Examinations for tuberculosis shall be required every four (4) years. These examinations shall be paid for by the District.

ARTICLE XX
SEVERABILITY

- 20.1 If any provision of this agreement or any application thereof to any unit member is held by the highest court of the State or by a Federal Court to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 20.2 Should a provision or application be deemed invalid, as described in paragraph 20.1 above, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE XXI

TRANSFER OF BARGAINING UNIT WORK

21.1

If a class or a related class which meets the same graduation requirement has been taught in the preceding year by a FBUSD employee to FBUSD students, then prior to the teaching of that class at Fort Bragg High School by any ROP teacher or College of Redwoods instructor who is not a member of this bargaining unit, the FBUSD employee who formerly taught the class must agree that it may be taught by the non-bargaining unit member.

21.2

If the addition or continuation of an ROP or College of the Redwoods class would result in the loss of a certificated FTE at the affected site, the FBDDTA executive board and the District shall meet and confer on the effect with agreement of both parties being necessary for the class to occur.

21.3

In addition, the District agrees to use its best efforts to have more ROP and College of the Redwoods classes taught by members of this bargaining unit who are appropriately credentialed and qualified.

**ARTICLE XXII
EARLY RETIREMENT PROGRAM**

An Early Retirement Program will provide for District paid medical benefits (excluding dental, vision, life or such other benefits as may be added in subsequent years) to age 65. The District contribution to medical benefits will be on the same terms and conditions as apply to other employees and subject to the same changes. The early retirement Program shall be available to all certificated staff according to the following criteria:

22.1 If the employee notifies the District prior to June 1st of the year prior to his/her last year, a salary increase equivalent of one step shall be granted for the year preceding retirement.

22.2 The employee must have completed 15 years of service, the last 10 years preceding retirement are in the District. For the years 98-00, if the employee is age 60 by June 30 of the retirement year, and submits for retirement, medical benefit costs will be paid by the District as described above. Beginning in 2001, the retirement age will be increased by one year, each year until 2004 when an employee may retire at ages 60-64 with District paid benefits to age 65.

a.	Year age	98-00	60 by June 30
		00-01	60-61 “ “ “
		01-02	60-62 “ “ “
		02-03	60-63 “ “ “
		03-04	60-64 “ “ “

22.3 For the term of this contract, the employee must have completed 15 years of service, the last 10 years preceding retirement are in the District before an employee may retire between the ages of 55-60, and receive District paid medical benefits to age 65 if he/she provides 20 days of service as a substitute teacher annually until age 60. Alternative methods of service may be mutually agreed upon to meet the service requirement. An employee may choose to reimburse the District for an equivalent dollar amount to 20 days service in lieu of actual service.

ARTICLE XXIII
EFFECTS OF LAYOFF

23.1 When a bargaining unit member receives a lay off notice from the District and all other leave possibilities have been exhausted and additional two (2) paid release days will be available to the bargaining unit member for the purpose of a job search.

23.2 Laid-off teachers health benefits will be maintained by the District until August 31st.

ARTICLE XXIV

COMPLETION OR CHANGE OF THE AGREEMENT

- 24.1 This document comprises the entire Agreement between the Board and the Association on matters within the lawful scope of negotiations.
- 24.2 Except as provided in Section 24.3 and 24.4 of this Article, the Board and the Association shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not the subject is covered by this Agreement, even though such subject was not known nor considered at the time of negotiations leading to the execution of this Agreement.
- 24.3 Improvements in or reduction of unit member benefits within the lawful scope of negotiations which are required by amendment, addition, or notification of statutory guarantees now provided in California or Federal law shall obligate the parties, upon the request of either party, within ten (10) days of the effective date of such legislation to negotiate for the improvement or maintenance of such benefits in the Agreement.
- 24.4 We believe that interest based bargaining offers the District and all of its bargaining units the best possibility to develop collaborative arrangements, which would benefit everyone. The following should be included in the negotiation process: FBDTA designated negotiating teams, the Superintendent, other site and District administrators designated by the Board of Trustees.
- 24.5 Within thirty (30) days of ratification of this agreement by both parties herein, the Board shall have necessary copies prepared and delivered to the District and Association: cost of preparation to be borne equally by the Board and the Association.
- 24.6 The Board agrees to meet and negotiate with the Association each year this contract is in effect with annual re-openers on benefits and in 2006-2007 Article XI Class Size.

ARTICLE XXV

TERMS

The term of this AGREEMENT shall be from the date of its execution to June 30, 2008.

Unless DISTRICT or ASSOCIATION notifies the other party in writing no later than April 15, 2008 of its desire to terminate or amend this AGREEMENT, it shall continue in effect for additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this date:

ASSOCIATION

Fort Bragg District Teachers Association

President

Date

BOARD

Fort Bragg Unified School District

Secretary

Date

EXHIBIT A
INSURANCE

It is agreed by the District and the Association that the District shall pay for each unit member covered by this Agreement, and enrolled in the following plans, the amount specified below into the District's Medical, Dental and Vision Trust Fund.

Effective July 1, 2005, the Staywell side fund paid by the district was applied to the medical premium cap. The District distributed all vested sidefund balances to the qualifying certificated employees prior to the close of calendar year 2005.

For the 2006-2007 fiscal year:

This agreement is retroactive to July 1, 2006. Employer and employee share of the medical premiums will be modified effective the January 2007 payroll.

MEDICAL COVERAGE	\$610.00 per month
DENTAL COVERAGE	\$ 66.50 per month
VISION COVERAGE	\$ 10.50 per month

In addition, the District agrees to pay \$8.75 monthly for each member covered by this Agreement for life insurance.

For the 2007-2008 fiscal year:

MEDICAL COVERAGE	\$655.00 per month
DENTAL COVERAGE	\$ 66.50 per month
VISION COVERAGE	\$ 10.50 per month

In addition, the District agrees to pay \$8.75 monthly for each member covered by this Agreement for life insurance.

EXHIBIT B

B.1 DISTRICT GENERAL FUNDS:

The District agrees not to spend any District general funds on the construction of the High School Stadium Project.

EXHIBIT C - 2008-2009
FORT BRAGG UNIFIED SCHOOL DISTRICT
185 DAY SCHEDULE – CERTIFICATED SALARY SCHEDULE

STEPS	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E
	BA<60	BA+60	BA+75	BA+90	BA+105
1	34,500	35,500	36,500	37,500	38,500
2	35,500	36,500	37,500	38,500	39,500
3	36,500	37,500	38,500	39,500	40,500
4	37,500	38,500	39,500	40,500	41,500
5	38,500	39,500	40,500	41,500	42,500
6	39,500	40,500	41,500	42,500	43,500
7	40,500	41,500	42,500	43,500	44,500
8	41,500	42,500	43,500	44,500	45,500
9	41,500	43,500	44,500	45,500	46,500
10	41,500	44,500	45,500	46,500	47,500
11	41,500	45,500	46,500	47,500	48,500
12	41,500	46,500	47,500	48,500	49,500
13	41,500	47,500	48,500	49,500	50,500
14	41,500	48,500	49,500	50,500	51,500
15	41,500	49,500	50,500	51,500	52,500
16	41,500	50,500	51,500	52,500	53,500
17	41,500	50,500	52,500	53,500	54,500
18	41,500	50,500	53,500	54,500	55,500
19	41,500	50,500	54,500	55,500	56,500
20	41,500	50,500	55,500	56,500	57,500
21	41,500	50,500	55,500	57,500	58,500
22	41,500	50,500	55,500	58,500	59,500
23	41,500	50,500	55,500	58,500	60,500
24	41,500	50,500	55,500	58,500	61,500
25	41,500	50,500	55,500	58,500	62,500
26	41,500	50,500	55,500	58,500	63,500
27	41,500	50,500	55,500	58,500	64,500
28	41,500	50,500	55,500	58,500	65,500
29	41,500	50,500	55,500	58,500	66,500
30	41,500	50,500	55,500	58,500	67,500

District to provide supplemental monthly benefits for the full 12 months as described in Exhibit A.

The salary schedule shall be increased by the following daily factors for the positions indicated:

1.1281 - Counselor 1.0342 - Librarian 1.1732 - Psychologist

A maximum of ten (10) years credit for previous experience may be allowed.

The following stipend shall be paid for advance degrees in accordance with ARTICLE 16.11.

\$1250 - Masters Degree \$1750 - Doctorate Degree \$1250 - National Board Certification

To be placed above Class A, a teacher must have an approved BA or BS, and have been granted the required semester hours after the degree was earned.