

COLLECTIVE BARGAINING AGREEMENT



Fresno Unified
School District

Education Center
2309 Tulare Street
Fresno, California 93721-2287
(559) 457-3000



Fresno Area Substitute Teachers Association
(FASTA)/SEIU Local 521

5228 E. Pine Avenue
Fresno, California 93727-2109
(559) 261-9308

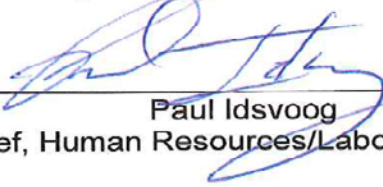
Effective: July 1, 2019 to June 30, 2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION/SEIU LOCAL 521
July 1, 2019 – June 30, 2022



Brian Christensen
Administrator, Human Resources/Labor Relations



Paul Idsvoog
Chief, Human Resources/Labor Relations

**RATIFIED BY BOARD OF EDUCATION
December 18, 2019**



Claudia Cazares
President, Board of Education

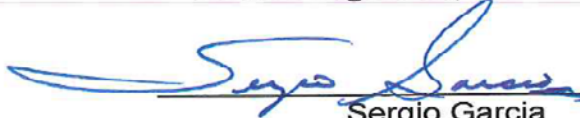
**RATIFIED BY
FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION/SEIU LOCAL 521
November 19, 2019**



Darwin Duncan
Coordinator, SEIU Local 521



Richard Streets
Internal Organizer, SEIU Local 521



Sergio Garcia
Chapter President, FASTA/SEIU 521

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

- Claudia Cazares President
- Carol Mills, J.D. Clerk
- Elizabeth Jonasson Rosas Member
- Valerie F. Davis Member
- Major Terry Slatic, USMC (Retired)..... Member
- Veva Islas Member
- Keshia Thomas Member

SUPERINTENDENT OF SCHOOLS

Robert G. Nelson, Ed. D.

**FRESNO UNIFIED SCHOOL DISTRICT
NEGOTIATING TEAM MEMBERS**

- Brian Christensen..... Administrator
Human Resources/Labor Relations
- Jeremy Ward Principal
Duncan PolyTech High School

FRESNO AREA SUSTITUTE TEACHERS ASSOCIATION/SEIU LOCAL 521

NEGOTIATING TEAM MEMBERS

Darwin Duncan
Coordinator

Richard Streets
Internal Organizer

Sergio Garcia
Chapter President

Theresa Pallares
Team Member

Eduardo Bedolla
Team Member

Brigitte Cushman
Team Member

Linda Caraveo
Team Member

Carolyn Ray
Team Member

Table of Contents

ARTICLE 1 – AGREEMENT	6
ARTICLE 2 – ASSOCIATION RIGHTS	6
ARTICLE 3 – COMPLETION OF NEGOTIATIONS.....	8
ARTICLE 4 – CONCERTED ACTIVITIES	8
ARTICLE 5 – DISTRICT RIGHTS	9
ARTICLE 6 – DUTIES/PROCEDURES – BARGAINING UNIT MEMBERS	9
ARTICLE 7 – GRIEVANCE PROCEDURE	10
ARTICLE 8 – HEALTH BENEFITS	13
ARTICLE 9 – MEMBERSHIP DUES	13
ARTICLE 10 – NON-DISCRIMINATION	14
ARTICLE 11 – PERSONNEL FILES	14
ARTICLE 12 – RATE OF PAY	15
ARTICLE 13 – RECOGNITION	18
ARTICLE 14 – SAVINGS	18
ARTICLE 15 – SITE AND CLASSROOM.....	18
ARTICLE 16 – STATUTORY CHANGES.....	20
ARTICLE 17 – SUBSTITUTE TEACHER REVIEW FORM BARGAINING UNIT MEMBERS.....	20
ARTICLE 18 – TERM OF AGREEMENT.....	22
ARTICLE 19 – WORKING CONDITIONS	22
ARTICLE 20 – MISCELLANEOUS	23

ARTICLE 1 – AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Fresno Unified School District (“District”) and the Fresno Area Substitute Teachers Association (“FASTA/SEIU 521”).
2. This agreement fully and completely incorporates the understanding of the parties hereto and constitutes the entire agreement between the parties related to matters included within this agreement.
3. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

ARTICLE 2 – ASSOCIATION RIGHTS

1. FASTA/SEIU 521 and its members shall have the right to make reasonable use of District buildings and equipment facilities when not otherwise in use, and during non-student contact time for membership business and other lawful business of the organization without processing grievances subject to the following condition:
 - a. An authorized Union Representative/Steward obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.
 - b. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of the unit members.
 - c. The Union pays in advance a reasonable fee for expenses related to utilities, security, cleanup and any usual wear and damage.
2. FASTA/SEIU 521, and its members, shall have the right to post notices of activities and matters of its members’ concerns on FASTA/SEIU 521 bulletin boards provided by the District, at least one of which shall be provided in each school building in areas frequented by Substitute Teachers. The Union will not post or distribute information which is derogatory or defamatory of the District or its personnel. FASTA/SEIU 521 and its members may use a space provided by the District at the Substitute Teacher’s sign in location for communications to Substitute Teachers.

3. The District will furnish FASTA/SEIU 521 such information as is necessary to allow FASTA/SEIU 521 to carry out its function as the exclusive representative. Such information readily available will be furnished at no cost to FASTA/SEIU 521. If such information requires personnel or material costs beyond normal procedure, the cost will be documented and FASTA/SEIU 521 may be billed. The District will furnish all information that the District deems will contribute to better communications between the District, FASTA/SEIU 521 and their bargaining unit members. Published information of a general nature from the District pertinent to members of FASTA/SEIU 521, shall be forwarded to the FASTA/SEIU 521 office.
4. Authorized representatives of FASTA/SEIU 521 shall be permitted, with approval of principal, to transact official FASTA/SEIU 521 business on school property during non-teaching duty time.
5. Names, job title, personal email address, home addresses and work, home, cellular telephone numbers of all FASTA/SEIU 521 represented District Substitute Teachers shall be provided without cost to FASTA/SEIU 521 upon request unless a Substitute Teacher has requested otherwise.
6. FASTA/SEIU 521 shall be provided for the duration of the agreement an account of one-hundred (100) substitute teaching days of substitute pay annually which persons designated by FASTA/SEIU 521 may utilize for meetings, negotiating, processing grievances, and participating in affiliated committees and workshops, or any other purpose directly concerned with FASTA/SEIU 521 fulfilling its function as exclusive representative. If a meeting is mutually agreed to with the District and FASTA/SEIU 521 during the representative's work shift, that time will be paid for by the District and shall not count towards the release time as stated in the section above.
7. At least three (3) times a year and upon request of either party, the FASTA Chapter President, SEIU 521 representatives and the Superintendent will meet for the purpose of exchanging ideas and working on issues pertinent to Substitute Teachers.
8. The Union Representative/Steward will be allowed up to thirty (30) minutes during the general part of the District's new employee orientation program for new employees to discuss the terms of the collective bargaining agreement and other relevant union information. The District shall make a copy of the agreement available on the District's website for FASTA/SEIU 521 members and provide copies of the contract for bargaining unit members upon request. The District shall provide the Union with at least ten (10) days advance notice of any new employee orientation. The District shall not discourage an employee's participation in the Union's portion of orientation. The District shall not deter or discourage employees or applicants from becoming or remaining members of the Union.
9. This Agreement will be entered and updated as needed on the District website.

ARTICLE 3 – COMPLETION OF NEGOTIATIONS

1. During the term of this Agreement, FASTA/SEIU 521 expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District and FASTA/SEIU 521 at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
2. This article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopener agreement and other provisions in this Agreement continue in full force and effect.
3. This article does not supersede the savings article.

ARTICLE 4 – CONCERTED ACTIVITIES

1. It is understood and agreed that there will be no strike, work stoppage, slowdown, or concerted refusal to perform normal job functions and responsibilities by FASTA/SEIU 521, its officers and/or agents, or members of the Substitute Teacher bargaining unit during the term of this Agreement, nor will there be compliance with the request of other labor organizations to engage in such activity. This clause is intended to apply to midterm negotiations, if any, while this Agreement is in effect.
2. FASTA/SEIU 521 recognizes its duty and obligation to make every effort toward inducing all Substitute Teachers to comply with the provisions of this Agreement. In the event of any strike, work stoppage, slowdown or concerted refusal to perform normal job functions and responsibilities during the term of this Agreement by Substitute Teachers, FASTA/SEIU 521 agrees in good faith to take responsibility to cause those Substitute Teachers to cease such action.
3. It is agreed and understood that Substitute Teachers violating this article are subject to removal from the District's list of available Substitute Teachers.
4. It is understood that violation of this article by FASTA/SEIU 521 will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the District for redress and/or damages.
5. Nothing in this article shall be so construed as to prevent either party from seeking immediate temporary judicial relief by a court of competent jurisdiction.

ARTICLE 5 – DISTRICT RIGHTS

1. It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law; and shall be limited only by all specific and express terms of the Agreement.

Included in but not limited to those powers and authority are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the school calendar; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine class size; determine the curriculum build, move or modify facilities; establish budget procedures and determine the methods of raising revenue; establish evaluation procedures; contract out work; and take action on any matter in event of an emergency. In addition, the District retains the right to act to hire, classify, assign, evaluate, promote, transfer, terminate, and discipline employees.

2. A site administrator, or their designee may assign/permit any District certificated employee to cover a class or classes for another teacher who is absent from a teaching assignment.

ARTICLE 6 – DUTIES/PROCEDURES – BARGAINING UNIT MEMBERS

1. The duties of a Substitute Teacher shall be to perform the regular duties and responsibilities of the classroom teacher including instruction of students and discipline during duty time. Substitute Teachers are not expected to have a written lesson plan for a specific assignment on the first day of that substitute assignment. In the event a lesson plan from the classroom teacher is not available, the Substitute Teacher will notify the administrator on duty, or their designee, who will ensure that a plan and necessary support is provided.

2. **Job Assignment Procedures**

- A. A Substitute Teacher must be enrolled in the District Smartfinder System to receive work assignments.
- B. When a Substitute Teacher is unable to work, they must call the Smartfinder System and make themselves unavailable for an assignment even if it is just for one day.

- C. If a Substitute Teacher in a long-term assignment needs a substitute, for himself/herself, he/she needs to contact the substitute help desk to request a substitute.
- D. Substitute Teachers work on an on call as needed basis and are not guaranteed a certain number of permanent hours or days of work.
- E. Substitute Teachers shall receive monthly paychecks. Each substitute shall receive their check by mail to the last address of record/or directly deposited into employee's bank account.

ARTICLE 7 – GRIEVANCE PROCEDURE

1. Definitions:

- A. A “grievance” is a formal written allegation by a grievant that they have been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.
- B. A “grievant” may be any Substitute Teacher covered by the terms of this Agreement or FASTA/SEIU 521, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.
- C. A “day” is any day in which the District Administration Center is open for business with the exception of those days during winter vacation and spring vacation.
- D. The “immediate supervisor” is the lowest level administrator not in the bargaining unit having immediate jurisdiction over the regular teacher that the Substitute Teacher is replacing and who has been designated to adjust grievances.

2. Fundamentals:

- A. Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with any appropriate management person, with or without FASTA/SEIU 521 intervention and/or representation, in an attempt to resolve the matter

informally. It is mutually understood and agreed that informal efforts to resolve problems should normally occur but are not required.

- B. Grievant shall have the right to the presence of a FASTA/SEIU 521 representative at all steps, at all conferences, and during any and all discussions and/or proceedings, formal or informal, concerned with processing or adjusting the grievance.
 - C. Neither party shall attempt to isolate the grievant in order to influence an adjustment of the grievance.
 - D. Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure without FASTA/SEIU 521 intervention, provided that the District shall not agree to a resolution of the grievance until FASTA/SEIU 521 has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Bargaining unit members may individually present grievances to the District for processing. If the grievant desires a representative to help resolve the grievance at any level, said representative shall be designated by the exclusive representative for that purpose. A copy of the original grievance will be transmitted to FASTA/SEIU 521 when first received by the District.
 - E. It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.
 - F. It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution.
 - G. It is mutually understood and agreed that the management persons responsible for considering grievances are not obligated to render a written decision if, in their judgment, such decision would be detrimental to resolution of the grievance. In the event no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified timelines.
3. Informal Level: Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with their appropriate immediate supervisor.
4. Formal Level:
- A. Level I. Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance or within fifteen (15) days of the time the grievant could reasonably have known of the occurrence of the act or omission, the grievant must present their grievance in writing on the appropriate form to

their immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision rendered at the informal conference and the specific remedy sought.

If there is doubt as to which individual is the immediate supervisor for purposes of grievance processing, the District Office of Human Resources/Labor Relations shall, upon request, immediately inform the grievant who their designated immediate supervisor is to enable the grievant's submission of the grievance or complaint for Level I consideration.

- 1) The supervisor shall communicate their decision to the Substitute Teacher in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 2) Within the above time limits, a personal conference will be held at the request of either party.

B. Level II. In the event the grievant is not satisfied with the decision at Level I, they may appeal the decision on the appropriate form to the Administrator Human Resources/Labor Relations, or their designee, within ten (10) days.

- 1) This statement should include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal.
- 2) The Administrator, Human Resources/Labor Relations, or their designee, shall communicate their decision within ten (10) days after receiving the appeal. Either the grievant or the Division Head, or their designee, may request a personal conference within the above time limits. If the Administrator of Human Resources/Labor Relations, or their designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III. If the grievant is not satisfied with the decision at Level II, they may within ten (10) days appeal the decision on the appropriate form to the Chief, Human Resources/Labor Relations, or their designee.

- 1) This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of the reasons for the appeal.
- 2) The Chief, Human Resources/Labor Relations, or their designee, shall communicate their decision to the grievant within ten (10) days.

- 3) The decision of the Chief, Human Resources/Labor Relations, shall be binding.
5. Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within this Grievance Procedure. Such mutual exceptions must be in writing.

ARTICLE 8 – HEALTH BENEFITS

The District will assist FASTA/SEIU 521 in the selection of a health benefit plan which shall be at no cost to the District. The District will facilitate enrollment in such a plan by providing access to an insurance representative who will provide plan information, enrollment forms, and payment method. FASTA/SEIU 521 members shall not be charged for access to the insurance representative.

ARTICLE 9 – MEMBERSHIP DUES

1. The District shall deduct Union membership dues and voluntary political contributions authorized by the employee as provided by the Union to the District. Deductions for dues and the Union's Committee on Political Education (COPE) shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

The Union agrees to defend, indemnify and hold harmless the District and its employees or agents, other than in cases of District negligence or misconduct, against claims of whatever nature arising out of deduction from employees' paychecks.

Requests to authorize dues and/or COPE deductions shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee. The Union shall not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

2. COPE (Committee on Political Education): The District shall allow a payroll deduction for all employees covered by this agreement who want to voluntarily contribute to the Locals Committee on Political Education.

3. Hold Harmless: The Union shall indemnify and hold the Employer harmless against any cost or liability resulting from any and all claims, demands, suits, or other action arising from the operation of any provision of the Article, or from the use of monies remitted to the Union, including the cost of defending against any such action or claims. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article and agrees to refund to the Employer any amounts paid to the Union in error.
4. New Employee Notices: Upon employment, the Employer will inform all bargaining unit employees that the Union is the exclusive bargaining agent representing them. The Employer will give every employee a Union packet, furnished by the Union which will contain a copy of the collective bargaining agreement, a Union membership application and a cover letter from the Union which explains the Union Security provision of the Agreement. The District shall make a copy of the agreement available on the District's website and provide copies of the contract for bargaining unit members upon request.
5. Provision of Information: Upon request, the Employer will furnish the Union with the names and addresses of all current employees.

ARTICLE 10 – NON-DISCRIMINATION

1. The District shall not illegally discriminate in regard to wages, hours or terms and conditions of employment against any bargaining unit member on the basis of race, color, domicile, creed, age, gender, national origin, political affiliation, sexual orientation, marital status, membership in an employee organization or participation in the lawful activities of an employee organization.
2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
3. District will comply with State and Federal laws/regulations regarding non-discrimination, sexual harassment, Americans with Disabilities Act, and Family Care and Medical Leave Act.

ARTICLE 11 – PERSONNEL FILES

1. Personnel Files: The personnel file of each Substitute Teacher shall be maintained at the District's Central Administration Office.
2. The person or persons who draft and/or place material relevant to the assessment of performance in a Substitute Teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

3. Access to personnel files shall be limited to the members of management on a regular need-to-know basis. Board of Education members may request the review of a Substitute Teacher's file at a personnel session of the Board of Education, or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation, or as evidence, in an administrative or judicial proceeding.
4. Information of a derogatory nature shall not be entered or filed unless and until the Substitute Teacher is given notice and an opportunity to review and comment thereon. A Substitute Teacher shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon.
5. Each Substitute Teacher shall have the right to review the contents of their own personnel file. Each Substitute Teacher may in person or in writing allow a FASTA/SEIU 521 representative to review their personnel file.

ARTICLE 12 – RATE OF PAY

1. The District shall notify all Substitute Teachers of the number of days worked in the previous year which will determine the tier of pay they will receive for the upcoming school year. The notice will be emailed to the District email address provided upon hire.
2. If there is a discrepancy as to the total number of days worked during the previous year, the District will meet with the Substitute Teacher as soon as possible to agree on a total number of days worked which will determine the pay tier.
3. The definition of "days worked" is the number of paid days a Substitute Teacher works in the District.
4. **Daily Rate:**
2019-2020
Effective July 1, 2019 for active FASTA/SEIU 521 members, the rate of pay shall be modified as follows:

The Daily Rate will reflect a 3.0% increase for 2019-2020.

In addition to the salary schedule increase set forth above, all bargaining unit members employed in the 2018-2019 school year shall receive a one-time, off schedule payment of one and a half percent (1.5%) of their 2018-2019 salary tier placement for the days worked during 2018-2019.

2020-2021 and 2021-2022

If any other Union/Association in FUSD receives a general, across-the-board salary schedule increase, specifically for the 2020-2021 and 2021-2022 school years, then the Daily Rate of Pay will be increased to reflect that same percentage increase.

5. For the 2019-2022 school years the rates of pay shall be as follows:
Daily Rate (full day)

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	
Tier I	\$134.72	\$-----	\$-----	Less than 50 days worked
Tier II	\$155.28	\$-----	\$-----	50 or more days worked

Long-term / Hard to fill / Designated Schools: A five percent (5.0%) differential will be added to Tier II for Substitute Teachers that provide long-term substitute work or perform work in locations and/or days which the District determines to be hard to fill.

Long-term / Hard to fill / Designated Schools Differential:

<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
\$163.04	\$-----	\$-----

6. Part-Day Substitutes: A Substitute Teacher who is requested to work less than 3.5 hours will receive one-half of the daily rate of pay. Substitute Teachers who are requested to work 3.5 hours or more will receive full daily rate of pay and may be requested but not required to cover other classes by administration.

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Tier 1	\$67.36	\$-----	\$-----
Tier 2	\$77.64	\$-----	\$-----
Long-Term/Hard to Fill/Designated Schools	\$81.52	\$-----	\$-----

7. Full Day Substitutes: A Substitute Teacher on a full day assignment may be requested to take another class during their prep period on a prorated compensation basis based on Tier Level and may be requested, but not required, to cover other classes by administration.

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Tier 1	\$25.02	\$-----	\$-----
Tier 2	\$26.16	\$-----	\$-----
Long-Term/Hard to Fill/Designated Schools	\$27.47	\$-----	\$-----

8. Substitute Teachers who accept a job which requires travel between school sites on the same day are entitled to mileage compensation at the current IRS reimbursement rate.
9. If a long-term Substitute Teacher becomes ill during their long-term assignment, but returns to the same assignment within two (2) working days, there will be no change in long-term Substitute Teachers pay. Days of illness do not need to be consecutive during any long-term assignment in order to retain the long-term rate of pay.
10. During an assignment which extends over a holiday of the Substitute Teacher's leave of absence the initial substitute shall be given priority to return and maintain long-term status.
11. Substitute Teachers will not be terminated from an on-going assignment solely to prevent them from achieving long-term status/pay.
12. When an error is made on a substitute's pay by a school site or the Payroll Department, a check will be issued, whenever possible, within seventy-two (72) hours after the error has been verified.
13. Any Substitute Teacher who accepts an assignment from the Smartfinder System shall agree to the terms and conditions of that job number. When the conditions of the assignment change, including the starting or ending times or the number of hours assigned to work the site administrator will discuss the change with the Substitute Teacher prior to the commencement of the assignment. The Substitute Teacher is not required to accept the job if the assignment has changed. Substitute Teachers who decline the job shall receive a half (½) day of pay.
14. Any Substitute Teacher who accepts a long-term job, including summer school assignment, shall be paid long-term wages from the first day worked. The first day worked of a long-term assignment shall be defined as the first day the principal and/or site designee notifies the substitute that the assignment is a long-term assignment. The substitute will be responsible for regular teacher duties at the time the assignment is designated long-term as defined in Article 15 section 9. The principal and/or designee will provide written notification to the Substitute, HR and payroll when the designation of a long-term assignment is determined by the site.

The District shall update the Agreement upon ratification by both parties of changes made to the rate of pay.

ARTICLE 13 – RECOGNITION

1. The District confirms its recognition of Fresno Area Substitute Teachers Association FASTA/SEIU 521 as the exclusive representative for that unit of Substitute Teachers recognized by the District and approved by the Public Employment Relations Board; that the unit is comprised of but not limited to the following positions:

All Substitute Teachers and excluding all other employees.

ARTICLE 14 – SAVINGS

1. If any provisions of this Agreement or any application thereof to any bargaining unit member is held by the highest State or Federal Court to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decisions, but all other provisions or applications shall continue in full force and effect.
2. Should a provision of this agreement be deemed invalid, as described in paragraph one above, either party may request to meet and negotiate the subject of that provision.

ARTICLE 15 – SITE AND CLASSROOM

1. Sites will provide Substitute Teachers the mutually agreed upon general information form to inform the substitute of site procedures and policies. The Substitute folder will include the following:
 - A. Teachers room schedule with room number
 - B. Bell schedule
 - C. Phone directory
 - D. Fire drill procedure
 - E. Lock down procedure
 - F. Current class list
 - G. Rainy day schedule
 - H. Current map of the school
 - I. Any special needs (student needs) instructions/information
2. Sign-In-Sheets: On a daily basis, Substitute Teachers shall first report to the office and complete the following:

- A. Sign the Time Sheet
- B. Pick up the information provided pursuant to Section 1
- C. Pick up computer or hard copy attendance roster
- D. Pick up the appropriate keys, which may include, gate keys, building keys, and key to restroom

Prior to leaving the school site, the Substitute Teacher shall report to the office and complete the following:

- A. Initial the Time Sheet
 - B. Return the information provided pursuant to Section 1
 - C. Return the keys to the office manager or designee
3. Any Substitute Teacher who accepts an assignment from the Smartfinder System shall agree to the terms and conditions of that job number. When the conditions of the assignment change, the site administrator will discuss the change with the Substitute Teacher prior to the commencement of the assignment. The Substitute Teacher is not required to accept the job if the assignment has changed. Please see Article 12 Rate of Pay number 13.
 4. Students will be deployed equitably among the number of teachers per grade when needed.
 5. A Substitute Teacher will not be required to perform a fieldtrip assignment unless informed of the assignment prior to accepting the job. The District may reassign the Substitute Teacher if they are not informed of the fieldtrip and are not able to accompany the students on the fieldtrip. If the assignment constitutes a change in the original job designation issued by the Smartfinder substitute assignment system, the Substitute Teacher may decline the reassignment as defined in Article 12, Section 13. In no event will the Substitute Teacher be denied compensation for accepting the assignment as reported by the Smartfinder System.
 6. Substitute Teachers shall report in a timely manner to their site principal or principal's designee student conduct which the substitute reasonably believes violates the student discipline sections of the Education Code and/or Board Policy. (BP 5144, Ed Code section 48900, et seq.)
 7. Substitute Teachers shall have access to information required to be shared with teachers pursuant to Education Code section 49079 on an as-needed basis.
 8. A Substitute Teacher shall not be required to participate in yard duty prior to the start of school on the first day of any assignment.
 9. Substitute Teachers who receive the long-term rate of pay are responsible for and may be requested to develop student grades for Progress Reports, Quarterly

and/or Semester Reports. Substitutes may also be requested to grade daily assignments. Substitute Teachers and the site administrator or designee shall work collaboratively to fulfill this responsibility. Substitute Teachers shall be required to set up the classroom, provide lesson plans and other regular duties required for daily instruction. Site administration may request a long-term Substitute Teacher to attend meetings. If a scheduling conflict exists, the Substitute Teacher shall notify site administration as soon as possible. (See Article 12, Section 5).

10. Substitute Teachers who accept a long-term assignment will be assigned and provided the necessary training, equipment and materials to grade and access the Atlas system to complete their assignment.

ARTICLE 16 – STATUTORY CHANGES

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State and Federal laws to the extent permitted by such law, and that in the absence of specific provisions in this Agreement, such policies and procedures are discretionary.

ARTICLE 17 – SUBSTITUTE TEACHER REVIEW FORM BARGAINING UNIT MEMBERS

1. When a site administrator evaluates the teaching performance of a Substitute Teacher assigned to their site, the administrator may, at their request, receive input from the teacher for whom the Substitute Teacher worked, team teachers, department chairpersons, learning directors, program coordinators, and any other member of the school community. All Substitute Teacher Review Forms shall be sent to Division of Human Resources/Labor Relations.
2. The criteria which are to be used in measuring a Substitute Teacher's performance shall be, but not limited to, ability to demonstrate classroom management, demonstrate that instructional plans are followed, punctuality, and whether the Substitute Teacher positively contributed to the instructional program.
3. Before filing a negative formal Substitute Teacher Review Form and within fifteen (15) days of occurrence, the site administrator shall attempt to resolve the issue or concern with the Substitute Teacher. If the issue is resolved, the Substitute Teacher Review Form shall not be forwarded to Human Resources/Labor Relations. If the principal does not attempt to contact the Substitute Teacher within fifteen (15) days of the occurrence, the Substitute Teacher Review Form will be eliminated. If the Substitute Teacher is contacted but the situation cannot be resolved to the satisfaction of administration, the Substitute Teacher Review Form will be sent to Human Resources/Labor Relations.

4. A copy of any Substitute Teacher Review Form shall be provided to the Substitute Teacher by the Human Resources/Labor Relations Department within fifteen (15) days from the completion of the Substitute Teacher assignment.
 - A. The Substitute Teacher shall have the right to submit a response to any such Substitute Teacher Review Form within fifteen (15) days.
 - B. A representative of Human Resources/Labor Relations shall review the response prior to entering the Substitute Teacher Review Form in the Substitute Teacher's official personnel file. Upon request, the employee representative may be included during the review.
 - C. If a representative of Human Resources/Labor Relations and the employee's representative agree that the charges are not valid, the form will not be entered into the employee's personnel file and will be destroyed.
 - D. If the Substitute Teacher Review Form is filed in the Substitute Teacher's personnel file, the response shall be attached and filed with the evaluation in the Substitute Teacher's official personnel file.
 - E. The Human Resources/Labor Relations Representative's determination regarding whether a Substitute Teacher Review Form shall be entered in a personnel file shall not be subject to the grievance procedure.
 - F. The Human Resources/Labor Relations Representative shall make a final determination as to whether the Substitute Teacher Review Form at issue is a negative Substitute Teacher Review Form for the purposes of this article.
 - G. A Substitute Teacher who wishes to meet with a representative of Human Resources/Labor Relations to discuss a negative Substitute Teacher Review Form will be given an opportunity to do so.
5. Any Substitute Teacher who receives a serious negative Substitute Teacher Review Form or a serious complaint against them can be removed from the District list of available substitutes.
6. Any Substitute Teacher who receives three negative Substitute Teacher Review Forms will automatically be removed from the District list of available Substitute Teachers. Negative Substitute Teacher Review Forms may not be used more than 2 (two) years after placement in the personnel file. Upon request of a bargaining unit member, formal discipline documents in a bargaining unit member's personnel file shall be sealed if, during the two-year period following the date of the document, the bargaining unit member was not formally reprimanded or suspended and no warning letters for similar misconduct have been issued.

7. If the Substitute Teacher is removed from the list of available Substitute Teachers in the District, upon request, the Union shall meet with the Human Resources Administrator within ten (10) days to discuss the possibility of future employment.

ARTICLE 18 – TERM OF AGREEMENT

1. This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022.
2. FASTA/SEIU 521 shall present bargaining proposals for a successor contract on or about January 1 of the final year of the expiring contract and the parties agree that bargaining shall begin no later than ten (10) days after the governing Board adopts the District's initial proposal and the FASTA/SEIU 521 proposal has been appropriately "sunshined" or at times mutually agreed upon by the parties.
3. In the event a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 or Title I of the Government Code, commencing with Section 3548, are exhausted.
4. Either party may reopen by mutual agreement on Article 12, Rates of Pay and up to three (3) non-economic articles for the 2020-2021 and 2021-2022 school years by delivering its reopener proposal to the other party no later than June 1 of each year.

ARTICLE 19 – WORKING CONDITIONS

1. The District will make available in each school an adequate lunchroom and restroom facilities for bargaining unit members' use.
2. The District will investigate any reports of workplace violence or harassment or threatened violence and reasonably pursue all avenues to provide a safe workplace.
3. Training: The union and the District understand the importance of training Substitute Teachers. The Union and the District will work together and will agree upon topics relevant to Substitute Teacher training. These trainings will be conducted three (3) times annually and they will be voluntary only (unpaid). These trainings will be voluntary and conducted by the District. The District will provide three (3) paid training days for the term of this agreement (2019-2022) and make every reasonable effort to offer a minimum of three (3) paid training days to

Substitute Teachers for subsequent years as long as funds are available (Example: Teacher Buyback Days). The District will consult with the Union on topics and provide a list of available training dates for the calendar year to the Union. Training topics may include proven methods directed at student success, Substitute Teacher safety, and other updates in District wide programs or technology and may also include District policies and procedures.

4. Blocking from District Sites/Substitute Initiated: It is the responsibility of the Substitute Teacher to keep their preferences for school site work updated. At any time, the Substitute Teacher may reactivate themselves through updating their preferences. A Substitute Teacher may only remove a block they have self-initiated.
5. Substitute Teachers Information Guide: Upon beginning an assignment at a school, the Substitute Teacher shall be provided with a basic information guide, which includes emergency telephone numbers and procedures, daily schedules (regular, minimum, assembly, other, odd or even day), and maps of the school.

ARTICLE 20 – MISCELLANEOUS

1. Identification Badges: The District shall pay the cost of identification badges required by the District to be worn or used by bargaining unit employees.
2. Long-Term Assignments/Clarification: It is the responsibility of the Substitute Teacher to know the limits of the emergency substitute permit they hold and to work within the parameters set forward on the permit and as amended by state law.
Substitute Emergency Credentials include the following:
 - A. Emergency 30 day: 20 days in special education classroom per teacher per year.
 - B. Emergency 30 day: 30 days in general education per teacher per year.
 - C. Emergency Career Substitute teaching permit: up to 60 days in a general education classroom per teacher per year.
3. Recognition of Substitute Teachers: Annually, at the Board meeting in May, the District will recognize the contributions that Substitute Teachers make daily to Fresno Unified students.
4. The District will provide Substitute Teachers who work fifty (50) or more days in the previous year with required renewal TB testing and results at the District's expense if scheduled and completed at designated District locations, utilizing trained District staff. Substitute Teachers will be sent a written reminder two (2) months in advance to include the District locations for testing.

5. Substitute Teacher Support: Substitute Teachers shall receive a timely response upon notification in emergencies. Substitute Teachers shall receive proper and necessary keys for areas determined by the administrator or designee to ensure that a plan and necessary support is provided.

INDEX

Agreement, 6

Assignment, 17

Association Rights, 6

Blocking, 23

Bulletin Boards, 6

Career Substitute Teaching Permit, 23

Clause, 8

COPE, 13

Credentials, 23

Daily Assignments, 20

Definition, 10

District Rights, 9

Dues, 13

Duties/Procedures, 9

Emergency Credentials, 23

Evaluation Procedures, 9

Extends Over A Holiday, 17

Field-Trip, 19

Formal, 11

General Education, 23

Grievance Procedure, 21

Health Benefits, 13

Identification Badges, 23

Informal Level, 11

Job Assignment, 9

Leave Of Absence, 17

Lesson Plan, 20

Grievance Level I, 11

Grievance Level II, 12

Grievance Level III, 12

Long Term, 10

Long Term Substitute, 17

Lunchroom, 22

Mailbox, 6

Mileage, 17

Negative Substitute Teacher Review Form, 21

Non-Discrimination, 14

On Call, 10

Part-Day Substitutes, 16

Paycheck, 10

Performance, 14

Personnel Files, 14

Prep Period, 16

Progress Reports, 19

Quarterly, 19

Recognition, 18

Right To Review, 15

Semester Reports, 20

Sign-In-Sheets, 18

Special Education, 23

Student Grades, 19

Substitute Initiated, 23

Term of Agreement, 22

Time Sheet, 19

Training, 22

Yard Duty, 19