

PROPOSAL OF THE FRESNO UNIFIED SCHOOL DISTRICT TO SEIU – FASTA

August 10, 2023

ARTICLE 12 – RATE OF PAY

TA 8/10/2023
Approved
K. Smith

Modify Article 12 as follows:

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 **July 1, 2022** for active FASTA/SEIU 521 members, the rate of pay shall be modified as follows:

The Daily Rate will reflect a 6.0% increase for 2022-2023 consistent with the contingency language proposed by the District to all other bargaining units.

For the 2022-2023 school year only, provide a one-time payment to active bargaining unit members on the sub list at the time this agreement is ratified by both parties equivalent to the one-time payment of \$5,000 received by other employees in other bargaining units prorated by the number of days actually worked by the bargaining unit member in the 2022-2023 school year. For purposes of this one-time payment only, days worked includes days bargaining unit members that administered ELPAC testing during the 2022-2023 school year.

Effective July 1, 2019 **July 1, 2023** 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.

Daily Rate of Pay for 2022-2023

Daily Rate-	\$171.19 \$240.00
Long Term/ Hard to Fill /Designated School	\$179.74 \$250.00

Daily Rate of Pay for 2023-2024

Daily Rate-	\$205*
Long Term/Designated School	\$215.25*

* These pay rates are in exchange for the requirement that effective at the time the parties ratify this agreement that substitutes must check in at least 15 minutes before the start of the instructional day and stay on campus for at least 10 minutes after the instructional day. The parties agree that in exchange for the rates above that the parity language shall not apply for the 2023-2024 school year. The additional time is for the purpose of checking in and checking out of the office, receiving and returning equipment and technology and being prepared and ready to teach.

2023-2024 and 2024-2025

If any other Union/Association in FUSD receives a general, across-the-board salary schedule increase, specifically for the **2024-2025** school year, 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	\$	\$
Tier II	\$155.28	\$	\$
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>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Tier 1	\$120.00	\$----	\$----
Tier 2	\$77.64	\$-----	\$-----

Long-Term/Hard to Fill/Designated Schools

_____ \$125.00 _____ \$ _____ \$ _____

7. Full Day Substitutes at Secondary sites: A Substitute Teacher on a full day assignment at a secondary site (middle and high school) 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 _____ \$ _____ \$ _____

1. 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. **(Add link to mileage form) (TA) [Mileage Claim Form.xlsx \(sharepoint.com\)](#)**

8. Administering ELPAC Testing: Substitute Teachers that administer ELPAC testing shall receive the applicable Substitute Teacher Daily Rate of Pay for each day the Substitute Teacher administers ELPAC testing, or the hourly ELPAC contract rate for administering the ELPAC, whichever is greater.

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

*TA 8/10/2023
Approved
[Signature]*

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
 - D. **The site will provide access to a Certificated Substitute Survey to complete**
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.
11. 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 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

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

TA 8/10/2023
A. Howell
S. [unclear]

1. This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025.
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 2024-2025 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.

ARTICLE 20 – MISCELLANEOUS

TA 8/10/2023
Attorney
K. Smith

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, issued by Fresno County Superintendent of Schools and California Commission on Teacher Credentialing
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, initiated by the District.
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.

Tentative Agreement

Annanta Howell FUSD 8/10/2023
Karin Smith SEIU 8/10/2023