

COLLECTIVE BARGAINING AGREEMENT

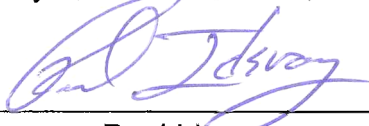
BETWEEN

FRESNO UNIFIED SCHOOL DISTRICT

AND

FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION / SEIU, LOCAL 521

July 1, 2013 - June 30, 2016



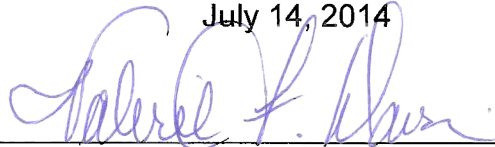
---

Paul Idsvog

Representative, Board of Education

RATIFIED BY BOARD OF EDUCATION

July 14, 2014



---

Valerie F. Davis

President, Board of Education

RATIFIED BY

FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION / SEIU, LOCAL 521

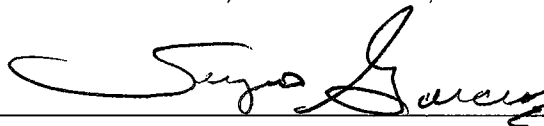
July 3, 2014



---

Pat Riley

Assistant Director, FASTA/SEIU, Local 521



---

Sergio Garcia

President, FASTA/SEIU, Local 521

**FRESNO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

- Valerie F. Davis . . . . . President
- Lindsay Cal Johnson . . . . . Clerk
- Michlelle A. Asadoorian . . . . . Member
- Luis A. Chavez . . . . . Member
- Christopher De La Cerda . . . . .Member
- Carol Mills, J.D. . . . . Member
- Janet Ryan . . . . . Member

**SUPERINTENDENT OF SCHOOLS  
Michael E. Hanson**

**FRESNO UNIFIED SCHOOL DISTRICT  
NEGOTIATING TEAM MEMBERS**

- Paul Idsvoog . . . . . Chief Executive  
Human Resources/Labor Relations
- Jeremy Ward . . . . .Principal  
Computech Middle School
- Deborah Marquez . . . . .Principal  
Holland Elementary School

**FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION / SEIU, LOCAL 521  
NEGOTIATING TEAM MEMBERS**

Pat Riley  
Assistant Director

Sergio Garcia  
President/Team Member

Lydia Sanchez  
Vice-President/Team Member

Claire Lemire  
Secretary/Team Member

Eddie Bedolla  
Team Member

Brigitte Cushman  
Team Member



## TABLE OF CONTENTS

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

---

## **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 Local 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 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 FASTA business.
2. FASTA shall have the right to post notices of activities and matters of FASTA concern on FASTA bulletin boards provided by the District, at least one of which shall be provided in each school building in areas frequented by substitute teachers. FASTA may use a substitute teacher mailbox or space provided by the District for communications to substitute teachers.
3. The District will furnish FASTA such information as is necessary to allow FASTA to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to FASTA. If such information requires personnel or materials costs beyond normal procedure, the cost will be documented and FASTA may be billed. The District will furnish all information that the District deems will contribute to better communications between the District, FASTA and their bargaining unit members. Published information of a general nature from the District pertinent to members of FASTA, shall be forwarded to the FASTA office.
4. Authorized representatives of FASTA shall be permitted with approval of principal to transact official FASTA business on school property during non-teaching duty time.
5. Names, addresses and telephone numbers of all FASTA represented district substitute teachers shall be provided without cost to FASTA upon request unless a substitute teacher has requested otherwise.

6. FASTA shall be provided for the duration of the agreement an account of seventy (75) substitute teaching days of substitute pay annually which persons designated by FASTA may utilize for meetings, negotiating, processing grievances, and participating in affiliate committees and workshops, or any other purpose directly concerned with FASTA fulfilling its function as exclusive representative.
  7. At least two (2) times a year and upon request of either party, the FASTA Chapter President and the Superintendent will meet for the purpose of exchanging ideas pertinent to Substitute Teachers.
  8. The District will provide a current copy of this Agreement to all newly hired substitute teachers at the time of their orientation.
  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 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 or FASTA 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, 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 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 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 District list of available substitute teachers.
  4. It is understood that violation of this article by FASTA 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 of 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 the 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 his/her 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.
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, he/she must call the Smartfinder System and make himself/herself 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 office to obtain a substitute.
- D. Substitute teachers work on an on call as needed basis and are not guaranteed a certain number of hours or days of work.
- E. Substitute teachers shall receive monthly paychecks. Each substitute shall receive his/her 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 he/she has 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 The Union, 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 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 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 intervention, provided that the District shall not agree to a resolution of the grievance until FASTA 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 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 time lines.
3. Informal Level: Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with his/her 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 his/her grievance in writing on the appropriate form to his/her 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 his/her designated immediate supervisor is to enable the grievant's submission of the grievance or complaint for Level I consideration.

- 1) The supervisor shall communicate his/her 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, he/she may appeal the decision on the appropriate form to the Administrator Human Resources/Labor Relations, or his/her 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 his/her designee, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Division Head, or his/her designee, may request a personal conference within the above time limits. If the Administrator of Human Resources/Labor Relations, or his/her 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, he/she may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations, or his/her 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 Associate Superintendent, Human Resources/Labor Relations, or his/her designee, shall communicate his/her decision to the grievant within ten (10) days.
  - 3) The decision of the Associate Superintendent, 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 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 members shall not be charged for access to the insurance representative.

---

## **ARTICLE 9 - MEMBERSHIP DUES AND SECURITY**

---

1. Membership and Fee Status: Unit employees shall have the right to join the Union if they choose but shall be required, as a condition of employment, to become Union members or pay an Agency Fee. Unit employees shall within thirty (30) days following commencement of employment be required:

- A. Apply for membership in the Union and pay dues; (2) pay service fees to the Union in amount equal to ninety percent (90%) of membership dues or
- B. Pay service fees to the Union in amount equal to ninety percent (90%) of membership dues or
- C. Submit a request as a conscientious objector and make a charitable contribution as provided below.

All current employees shall have thirty (30) days following effective of this Agreement to:

- A. Apply for membership in the Union and pay dues;
- B. Pay service fees to the Union; or
- C. Submit a request as a conscientious objector and make a charitable contribution as provided under "7."

Unit members, who have not requested Union membership within thirty (30) days following their initial date of hire, shall immediately begin paying service fees to the Union via automatic payroll deduction as provided in the Education Code Section 45061 or 87834.

- 2. Reinstatement: Upon reinstatement of any unit employee, the employee shall return to their previous status of Union member, service fee payer or conscientious objector.
- 3. Payroll Deduction: Union employees electing to become Union members or to pay agency fees shall pay any applicable dues or agency fee via payroll deduction. Employees shall execute a payroll deduction authorization form. The Employer will deduct monthly any Union initiation fees, membership dues, service fees, COPE or any other allowable IRS deduction from the wages of those employees.

Dues or fees will be deducted monthly and remitted electronically to the Union, along with a list of the names of those for whom the deductions were made by the 15<sup>th</sup> of the month following the month for which the deductions were made. This deduction list will identify the deductions for each employee by type of deduction. A payroll deduction authorization will remain in effect until an employee separates from the District or unless the employee submits an updated payroll deduction authorization form. A listing of all terminations, new hires or any other personnel change will be sent to the Union on a monthly basis.

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.

- 4. 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.
- 5. New Employee Notices: Upon employment, the Employer will inform all bargaining unit employees that the Union is the exclusive bargaining agent representing them. The

6. 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/agency fee payment
7. application and a cover letter from the Union which explains the Union Security provision of the Agreement.
8. Provision of Information: Upon request, the Employer will furnish the Union with the names and addresses of all current unit employees upon request.
9. Conscientious Objector: Employees who have a legitimate and conscientious objection to providing financial support to the Union may request a Union form requesting to pay sums equal to the Union's periodic fees to a non-labor, non-religious charitable fund as defined by Section 501(c) of Title 26 of the Internal Revenue Code, via payroll deduction. Employees requesting such objection shall submit the proper request form to the Union for approval. Upon approval, employer will remit deduction directly to said organization and provide Union with verification of remittance.

Any unit employee making payments as a Conscientious Objector, and who requests that the grievance provision of this Agreement be used in his/her behalf, shall be responsible for paying to the Union the reasonable cost of using said grievance procedures.

---

## **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, his/her own comments thereon.
5. Each substitute teacher shall have the right to review the contents of his/her own personnel files. Each substitute teacher may in person or in writing allow a FASTA 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.
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, including but not limited to the following:

CELDT  
 Fast Track  
 Target Improvement Substitutes  
 Association Release  
 Pre-School  
 Substitute Teaching  
 Summer School

4. If any other Union/Association in FUSD receives a general, across-the-board salary schedule increase, specifically for the 2014-15 and 2015-2016 school year, then the Daily Rate and Long Term Rate of Pay will be increased to reflect that same percentage increase.
5. For the 2013 – 2016 school year the rates of pay shall be as follows:

Daily Rate (full day)

|        | 2013/14  | 2014/15  | 2015/16  |                    |
|--------|----------|----------|----------|--------------------|
| Tier 1 | \$103.87 | \$107.51 | \$109.66 | 1-49.5 days worked |

|                |          |          |          |                     |
|----------------|----------|----------|----------|---------------------|
| Tier 2         | \$105.78 | \$109.48 | \$111.67 | 50-99.5 days worked |
| Tier 3         | \$110.66 | \$114.53 | \$116.82 | 100+ days worked    |
| Long-Term      | \$127.55 | \$132.01 | \$134.65 |                     |
| Rate(full day) |          |          |          |                     |

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 a full daily rate of pay and may be requested but not required to cover other classes by administration.

7. Full Day Substitutes: A substitute teacher on a full day assignment may be requested to take another class during his/her prep period on a prorated compensation basis based on Tier Level.

|                | 2013/14 | 2014/15 | 2015/16 |
|----------------|---------|---------|---------|
| TIER 1         | \$20.78 | \$21.51 | \$21.94 |
| TIER 2         | \$21.16 | \$21.90 | \$22.34 |
| TIER 3         | \$22.13 | \$22.90 | \$23.36 |
| Long Term Rate | \$22.51 | \$26.40 | \$26.93 |

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 his/her 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 teachers 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, 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 ½ day of pay.

14. Any substitute teacher who accepts a long term job 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.

---

### **ARTICLE 13 - RECOGNITION**

---

1. The District confirms its recognition of Fresno Area Substitute Teachers Association (FASTA)/SEIU, Local 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 decision, 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. Site administration will provide substitute teachers the mutually agreed upon general information form to inform the substitute of site procedures and policies.
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 the room 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 #13.
  4. Students will be deployed equitably among the number of teachers per grade when needed.
  5. A substitute teacher shall not be required to perform a field-trip assignment unless informed of the assignment prior to accepting the job. The District shall make an effort to reassign the substitute teacher if he/she was not informed of the field-trip and is not able to accompany the students on the field-trip. In no event shall 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 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).

---

## **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 his/her site, the administrator may, at his/her 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 the 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 discipline, whether plans were 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 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 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 Division of Human Resources/Labor Relations 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 him/her 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.
  - 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 HR Administrator within 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, 2013 through June 30, 2016.
- 2. FASTA shall present bargaining proposals for a successor contract on or about May 1 of each year and the parties agree that bargaining shall begin not later than 10 days after the governing Board adopts the District initial proposal and the FASTA 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 of Title I of the Government Code, commencing with Section 3548, are exhausted.
- 4. Either party may reopen on Article 12, Rates of Pay and up to three (3) non-economic articles for the 2014-2015 and 2015-2016 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 adequate lunchroom, restroom and lavatory facilities for bargaining unit members' use.
- 2. The District will investigate any reports of work place violence or harassment or threatened violence and reasonably pursue all avenues to provide a safe work place

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 14/15 school year and make every reasonable effort to offer a minimum of (3) paid training days to substitute teachers for subsequent years as long as funds are available (Ex. Teacher Buyback Days). The District will consult with the union on topics. Training topics may include proven methods directed at student success 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 himself/herself through updating their preferences. A substitute 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. For additional information, please refer to the information guide at: <http://www.fresnounified.org/dept/hr/employees/info/Webpages/labor-relations.aspx>

---

## 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. The District will pay for replacement costs for the normal wear and tear of a badge upon surrender. Lost identification badges must be paid by the employee.
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 November, the District will recognize the contributions that substitute teachers make daily to Fresno Unified students.
4. The District will provide Substitute Teachers placed on Tier III with required renewal TB testing and results at the District's expense if scheduled and completed at designated District locations, utilizing trained District staff.

## INDEX

- Access to Information, 11
- Agreement, 13
- Assignment
  - Extending Over Holiday, 10
  - Extending Over Teachers Leave of Absence, 10
  - Long Term, 10
- Association Rights, 1
- Bulletin Boards Usage, 1
- District Communications, 1
- Mailbox, 1
  - Release Time, 9
- Blocking, 14
- Substitute Initiated, 13
- Blocking from Sites
- Substitute Initiated, 14
- Blue Sign-In Sheets, 11
- Credentials
  - Career Substitute Teaching Permit, 14
  - General Education, 15
  - Special Education, 14
- District Rights, 3
- Dues, 6
  - Conscientious Objector, 6
  - COPE, 7
  - Fee Payer, 7
  - Payroll Deduction, 7
- Duties/Procedures of Substitute Teacher, 3
  - Job Assignment, 3
  - Lesson Plan, 3
  - Paycheck, 4
- Emergency Credentials, 14
  - Prep Period, 9
- Evaluation Procedures, 13
  - Negative Evaluation, 13
  - Work Performance, 8
- Field Trips, 11
- Grading, 11
  - Daily Assignments, 12
  - Progress Reports, 12
  - Quarterly Reports, 12
  - Semester Reports, 12
- Grievance Procedure, 4
  - Definition, 4
  - Formal Level I, 5
  - Formal Level II, 5
  - Formal Level III, 6
  - Informal Level, 5
- Health Benefits Identification Badges, 13
- Job Assignment, 3
- Lesson Plan 3
- Long Term Substitutes
  - Student Grades, 12

- Lunchroom, 14
- Mileage, 10
- Non-Discrimination, 8
- On Call Basis, 3
- Paycheck, 4
- Personnel Files, 8
  - Right to Review, 8
- Recognition of Substitute Teacher, 15
- Rate of Pay, 9
- Recognition of Substitute Teacher, 15
- Release Time, 9
- Salary, 9
  - Overpayment, 9
  - Part-Day Substitute, 9
  - Part-Day Substitutes, 9
  - Prep Period, 9
  - Underpayment, 9
- Strike Clause, 2
- Substitute Employee
  - Emergency Credential Clarification, 14
- Substitute Teachers Guide, 14
- Term of Agreement, 13
- Time Sheet, 11
- Training, 14
- Yard Duty, 12

# SUBSTITUTE TEACHERS INFORMATION GUIDE

## EMERGENCY PHONE NUMBERS

Office Manager: \_\_\_\_\_

Campus Security: \_\_\_\_\_

Principal: \_\_\_\_\_

Nurse: \_\_\_\_\_

Library: \_\_\_\_\_

Attendance: \_\_\_\_\_

Department Chair: \_\_\_\_\_

Other: \_\_\_\_\_

## EMERGENCY PROCEDURES

### LOCKDOWN

- UNDER DESK
- NOT UNDER DESK
- OTHER \_\_\_\_\_

### EARTHQUAKE

- UNDER DESK
- NOT UNDER DESK
- OTHER \_\_\_\_\_

### FIRE DRILL

- LOCK DOORS
- UNLOCK DOORS
- LINE UP BY ROOM
- BRING FOLDERS
- OTHER \_\_\_\_\_

## ELEMENTARY SCHOOLS

START: \_\_\_\_\_

RECESS: \_\_\_\_\_

LUNCH BEGINS: \_\_\_\_\_

LUNCH ENDS: \_\_\_\_\_

RAINY DAYS: \_\_\_\_\_

SEATING CHART

## SECONDARY SCHOOLS

REGULAR SCHEDULE

MINIMUM SCHEDULE

ASSEMBLY SCHEDULE

OTHER: \_\_\_\_\_

ODD *Primarily High Schools*

EVEN *Primarily High Schools*

## MAPS

### **FIRE DRILL MAP**

**School map with the following areas identified:**

- **Staff Rest Rooms**
- **Staff Lounge**
- **Work Room/Copies**
- **Teacher's Boxes**
- **Library**
- **Cafeteria**
- **Computer Access for Attendance**

*\*This can be on 1 map if it is not too congested and areas are quickly recognized.*