

# FSUTA Proposal to FSUSD

April 1, 2019

## Article 18

### ARTICLE 18 - ASSIGNMENT AND TRANSFER

#### 18.2 Procedure for Filling Vacancies-Voluntary Transfer and Reassignment

- a. The Human Resources Office will complete on or before ~~May 1~~ **April 1** of each school year a list of all certificated employees requesting transfer, reassignment, or movement to ~~an a~~ **an administrative vacancy for vacancies occurring after June 1**. This list will be confidential information of the Human Resources Office.
- b. Prior to **April 1** ~~the end of the traditional school year~~, the Assistant Superintendent/ Human Resources will publish a list of anticipated vacancies for the following school year.
- c. When a certificated vacancy becomes available, the vacancy will be made known to all certificated members assigned to the school within three (3) days of notification, so any unit member assigned to the school may volunteer for the vacancy.
- d. Personnel assigned to more than one site, ~~e.g., librarians, P.E. teachers, music teachers, program managers, etc. (except for special education personnel)~~, shall be assigned by ~~October 1~~ **April 1** of each school year a site as home base. The site designated would usually be the site at which they are evaluated and/or spend the majority of their time. At the designated site, these personnel would be allowed to interview as in-house candidates provided they are credentialed for the position for which they are interviewing.  
  
Assignment of staff working at more than one site shall be considered a reassignment under this article.
- e. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy. If the principal appoints the volunteer to the vacancy, the vacancy closes.
- f. A description of the vacancy still available after completion of Article 18.2.e. shall be posted at all school sites and at the District Office for a period of five (5) days. During the school vacation periods, all certificated members who have indicated interest in the vacancy through the annual list shall be notified of the opening. It shall be the unit member's responsibility to leave appropriate contact information **including home email and phone number** ~~self-addressed envelopes with the Human Resources Office~~ or to call the designated vacancy telephone number and follow instructions concerning openings

**g. If the vacancy has only one applicant in district after completion of Article 18.2.e and 18.2.f, the unit member shall be given the voluntary transfer.**

**g h.** If the vacancy still exists after Article 18.2.f. above, the Superintendent or designee may assign a newly-hired person for the vacancy.

18.3 Criteria and Procedures for Involuntary Reassignments and Involuntary Transfers

c. It is agreed that the District will make involuntary transfers and involuntary reassignments according to the following bands: **Elementary** unit members shall be assigned within ~~Bbands according to credential.~~ **“Bands”** as described herein shall be defined as primary elementary grade levels (TK-3), upper elementary grade levels (4-5), **and middle school elementary grade levels (6-8).** ~~and Secondary~~ middle school levels and high school levels **shall be assigned** according to credential.

18.4 Procedures for Involuntary Transfers

DATE	EVENT
No later than February 1 <sup>st</sup>	Distribution of updated, revised seniority list. Two copies of the list shall be distributed -- a copy of the seniority list ordered by hire date for the entire unit and ordered by hire date for unit members at each site by site. These lists shall simultaneously be given to the Association. Each site administrator shall make the list available to all unit members at all times during school hours.
	Within ten (10) <b>working</b> days after the seniority list is distributed, unit members who report that their seniority date is incorrect shall inform the District for resolution; District informs FSUTA. Unresolved disputes shall be resolved in a meeting with the District, F-SUTA and the unit member. An updated, revised seniority list will be distributed.
No later than <del>May 1</del> ‡ <b>March 15</b>	Site administrators develop assignments for upcoming school year, based on student projections at that time and notify unit members whose assignment will be different.
<del>Between May 1</del> <b>March 15</b> and <del>May 31</del> <b>March 31</b>	District identifies and notifies the Association of those sites with anticipated openings of new positions or of excess unit members by no later than <del>May 21</del> <b>March 21</b> , and the anticipated number of excess unit members at those sites. Unit members at those sites are notified in writing of the number of anticipated open positions or excess unit members.
ROUND ONE	

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

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

NOTE: (1) As enrollment projections fluctuate or secondary class sections need to be added or deleted, it may be necessary to identify further “impacted unit members” who will then be eligible to select vacancies in Rounds One, Two, etc. **If unit members become displaced after Round Two has been completed, all bargaining unit vacancies for which displaced unit members are qualified (appropriate credential) shall be “frozen” – no vacancies filled until the displaced members have chosen a position (in seniority order) from those currently vacant.**

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

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

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

Article 19

ARTICLE 19 - WORKDAY

19.2 Instructional time shall average the following:

<u>Level</u>	<u>Average Minutes Per Day</u>
TK-K	200 minutes *
1-3	310 minutes
4-5	310 minutes
<b>6-8 Elementary</b>	<b>310 minutes *** (to include passing time), not to exceed two (2) passing periods for core instruction</b>
<b>6-8 Secondary</b>	<b>335 minutes** (to include passing time), not to exceed five (5) instructional passing periods</b>
7-8	<del>310 minutes at Elementary Schools following an elementary model that do not include passing time</del>
9-12	372 minutes ** (to include passing time), not to exceed five (5) <del>instructional passing periods</del>

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

\*\* These minutes may not apply to continuation, opportunity, and certain ~~special day classes~~ **self-contained Special Education classes**.

\*\*\* **Instructional minutes for the core subjects at a given site shall have the same number of minutes.**

19.4 Preparation Time

Each elementary **unit member** ~~classroom teacher (to include elementary P.E., music, art, and elementary school librarians)~~ will be granted **work preparation** periods within the school day of at least ~~two hundred fifty (250)~~ **two hundred (200)** minutes, excluding passing time, spread over ~~ten (10)~~ **five (5)** days. **This shall be considered the Elementary Model.** Secondary **unit members** ~~teachers~~ will be granted **work preparation** periods equivalent to an instructional period of that school. **This shall be considered the Secondary Model.** No students will be assigned to the teacher during ~~this work~~ **their preparation period in either model.** In emergencies (other than scheduled absences), the principal may require the teacher to cover a class on the teacher's ~~work~~ **preparation** period. Time spent to cover a class will be reimbursed as in-lieu time per Article 19.8. **No meetings or other duties shall be assigned during this preparation period without the agreement of the unit member.**

a. ~~Sixth, seventh and eighth grade teachers~~ **Unit members** at K-8 schools will receive a preparation period according to the Elementary Model. ~~as if they were a 1-6 grade an elementary teacher.~~

- b. ~~Sixth grade teachers~~ **Unit members at 6-8 middle schools and High Schools** will receive a preparation period as if they were a secondary teacher according to the **Secondary Model**.

**Article 21**

**ARTICLE 21 - CLASS SIZE**

21.2 After a grace period of ten (10) days of student attendance from the beginning of the school year, or the beginning of each semester for grades **6 7-12 in the Secondary Model**, individual class size shall not exceed the following maximums:

**Elementary Model:**

~~TK – Kindergarten 3~~ **TK – Kindergarten 3** ~~32~~ **24** students

~~Grades 1 2 3~~ **Grades 1-3** ~~32~~ **30** students

~~Grades 4-5 6~~ **Grades 4-5 6** ~~34~~ **30** students

**Grades 6-8** **30 students**

~~Combination Classes (1-5)\*~~ **Combination Classes (1-5)\*** ~~32~~ **28** students

**Grades 6-8** **No Combination Classes**

**\* No combination classes shall be made with more than two grade levels.**

Specialists (such as P.E./Music/Library/Art)

Grades 1-3 ~~40 students, including mainstreamed Special Day Class students~~

**One (1) primary class and up to eight (8) mainstream students from a self-contained Special Education class**

Grades 4-6 5 ~~42 students, including mainstreamed Special Day Class~~

**One (1) upper elementary class and up to eight (8) mainstream students from a self-contained Special Education class**

**Grades 6-8 Elementary** **One (1) elementary middle class and up to eight (8) mainstream students from a self-contained Special Education class**

**Student Contacts**

**Grades TK-5\* \*\* 64 students per day (except Release Time Specialists)**

**Grades 6-8 Elementary Model \*\* 102 students per day (except Release Time Specialists)**

**Grades 6 7-12 Secondary Model \*\* 170 students per day (except P.E./Music, Keyboarding)**

~~Grades 6-12 Secondary 7-9 / P.E.~~ **Grades 6-12 Secondary 7-9 / P.E.** 45 students per class - 225 students per day

~~Grades 10-12 / P.E.~~ **Grades 10-12 / P.E.** ~~50 students per class - 225 students per day~~

Grades 7 ~~6-12~~ **Secondary** / Music **225 students per day** ~~Excluding band/choir, classes taught by an instructor shall average no more than 34 students per period~~

~~Grades 7-12 / Keyboarding~~ ~~Excluding keyboarding, classes taught by an instructor shall average 34 students per period~~

\* **With unit member approval to team teach, core replacement, and regrouping.**

\*\* **A Student Opportunity Factor of 1.5 will be assessed to adjust class size for English Language learners and Students with IEP's other than Speech & Language to allow more one-on-one time for students and teachers to interact.**

21.3 Waiting for Special Ed Task Force Report

21.4 Waiting for Special Ed Task Force Report

21.10 Academic Support Teachers

a. Academic Support Teacher

1. The Academic Support Teacher shall not report, orally or put in writing any observations from unit members' classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Academic Support Teacher shall be given directly to the unit member who was assisted by the Academic Support Teacher. No electronic, written, or oral communications shall be given to District and/or site administrators concerning working with unit members.
2. The Academic Support Teacher shall only assist classroom teachers who volunteer for assistance.
3. Academic Support unit members shall have the right to return to their previous position after the first year of their appointment with notification to their supervisor prior to ~~May 1<sup>st</sup>~~ **April 1**. If their prior position has been eliminated, the unit member shall have the right to select from available positions via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
4. After ~~May 1<sup>st</sup>~~ **April 1** of their first year, Academic Support unit members who return to the classroom, shall be placed in the Displaced Teacher Pool as per Article 18.3.
5. When assigned to multiple sites the teacher of Academic Support shall keep a log of miles traveled between sites. The teacher of Academic Support shall submit the mileage log monthly and be reimbursed at the IRS rate.
6. Academic Support teacher shall be evaluated according to contract by one (1) administrator.

7. If a teacher with a split funded position loses any partial funding, the district will make every effort to find funding to restore the position to a full time teacher of Academic Support. If funding cannot be secured, the teacher shall be placed in the Displaced Teacher Pool as per Article 18.3.

## Article 22

### ARTICLE 22 - SALARY AND FRINGE BENEFITS

#### 22.1 Salary/Wages

**Beginning July 1, 2019 the district shall increase all Columns and Steps by 5% for the 2019-2020 School Year.**

**Beginning July 1, 2020 the district shall increase all Columns and Steps by 5% for the 2020-2021 School Year.**

**Beginning July 1, 2021 the district shall increase all Columns and Steps by 5% for the 2021-2022 School Year.**

**15% salary increase over the next three school years at a 5% increase per year.**

#### 22.2 Fringe Benefits

##### a. Medical Coverage

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

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

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

**Effective July 1, 2019 the District will provide full composite benefits to all unit members.**



## Article 23

### ARTICLE 23 - LEAVES

#### 23.1 Sick Leave

- a. Full-time certificated members of this unit shall be credited with ~~ten (10)~~ **twelve (12)** days of sick leave at the beginning of each work year. New employees employed for less than the full work year shall receive credit based on the remaining months left in the work year.

#### 23.4 Personal Necessity Leave

- a. Sick leave may be used by an employee in cases of personal necessity. Leave over two (2) days in duration will require the prior approval of the Assistant Superintendent/Human Resources or his/her designee.
- b. "Personal necessity" means circumstances that are serious in nature to the employee and that the employee cannot reasonably be expected to disregard, that necessitates immediate attention, that cannot be taken care of after work hours or on weekends.
- c. **Unit members shall be granted unlimited use of sick leave for the serious illness or injury of an immediate family member as defined by 23.9.d.**
- ~~e.~~ d. Such leave shall not be taken for recreational travel, to engage in other employment, or to participate in Association-related political activities, demonstrations, or causes.
- ~~d.~~ e. Abuse of the above guidelines will result in a letter of reprimand in the discipline process and loss of pay.
- ~~e.~~ f. Employees may take personal necessity leave in half-day increments.

#### 23.12 President Release Time

- a. Release Time and Reimbursement

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

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

~~1. Forty percent (40%) of all salary and benefits as per Step 1, Column 1 of the salary schedule in Appendix A if a replacement employee is required.~~

~~2. Sixty percent (60%) of all salary and benefits actually paid to the Association President in accordance with California Education Code Section 44087.~~

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

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

b. Additional Criteria

1. The position shall be filled by a temporary employee.

2. Upon completion of his/her term of office, the Association President shall return to his/her prior school site and/or department.