

**Fairfield Suisun Unified Teachers Association (FSUTA)**  
**Proposal to**  
**Fairfield Suisun Unified School District (FSUSD)**  
**Article 6 Organizational Security and Article 18 Assignment and Transfer**  
**April 1, 2019**

**ARTICLE 6 - ORGANIZATIONAL SECURITY**

6.1 The District shall withhold from the salary of each member of F-SUTA the dues in the Association (which shall include the dues in CTA and NEA, and the total of which shall be reported to the Assistant Superintendent/Human Resources by August 15 of each year) and shall transmit the funds withheld to the Association as instructed. Once a bargaining unit employee joins the Association, membership may only be discontinued according to the terms and conditions set forth on the authorization form developed by **the Association**. All deductions shall be made in ten (10) equal installments for the months of September through June. The unpaid balance shall be withheld from the final warrant of members leaving the employment of the District before June 30. This District shall not deduct the dues of any other organization from the salaries of members of this unit but it shall, at the request of any member, deduct payments for insurance, eligible tax-sheltered annuities, credit unions, etc., up to ten (10) deductions.

6.2 The Association shall provide the District with a list of members who have completed the authorizations developed by the Association. With respect to all sums deducted by the District pursuant to Section 6.1, above for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, and indicating any changes in personnel from the list previously furnished.

The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article. **The District shall provide the Association with a list of new hires, their position, site assignment, and contact information ten (10) days prior to the start of the school year. For any new hires after the above list is published, the District shall provide the above information no later than the date the new hire reports to their site assignment.** The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with the Association to do so) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

6.3 **Hold Harmless and Indemnity Provision**

a. The Association, as defined by this agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this article.

- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 6.8.a. shall be compromised, resisted, defended, tried, or appealed.
- c. The Association shall decide and determine whether any such action or proceeding referred to in Section 6.8.a. shall or shall not be compromised, resisted, defended, tried, or appealed as long as the District does not have a distinct and separate legal interest in the matter in dispute.
- d. The District shall not be entitled to be reimbursed for any fees or costs, unless Sections 6.8.b. and 6.8.c. are complied with, and shall not be entitled to such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

**Article 9 Grievance Procedure: Add new section (renumber current sections accordingly):**  
**9.4.c Any unit member who is not a member of the Association who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures.**

## **Article 18**

### **ARTICLE 18 - ASSIGNMENT AND TRANSFER**

#### 18.1 **Definitions**

- a. A transfer is the movement of a certificated person to a different school.
- b. An assignment is the position of a certificated person within a school.
- c. A reassignment is a change of position within a school or within the Special Education Department.
- d. A certificated vacancy is an unfilled certificated position.
- e. A day **is** a day the District is open for business.

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

- a. The Human Resources Office will complete on or before **April 1** of each school year a list of all certificated employees requesting transfer, reassignment, or movement to a vacancy. This list will be confidential information of the Human Resources Office.
- b. Prior to **April 1**, 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 **emailed** to all certificated members assigned to the school. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy.
- d. Personnel assigned to more than one site, shall be assigned by ~~October 1~~ **April 1** of each school year a site as home base **for the upcoming year**. The site designated ~~would usually~~ **shall normally** 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 bands. "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). 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.
Between <del>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.
<b>ROUND ONE</b>	
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) work</b> 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.
After the completion of Round 2	<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>
The Association and the District may adjust any timeline in this involuntary transfer provision by mutual agreement.	

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)** Consulting Teachers positions shall not be filled by using this process (see Appendix O).

## 18.5 Rights