

COLLECTIVE BARGAINING **A G R E E M E N T**



**Fresno Unified
School District**

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**Fresno Teachers Association
Social Workers
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Effective: July 1, 2023 to June 30, 2026

COLLECTIVE **B**ARGAINING **A**GREEMENT

BETWEEN

FRESNO **U**NIFIED **S**CHOOL **D**ISTRICT

AND

FRESNO **T**EACHERS **A**SSOCIATION/CTA/NEA

July 1, 2023 – June 30, 2026

[INSERT NAME AND TITLE]

RATIFIED BY
BOARD OF EDUCATION
[INSERT DATE]

[INSERT NAME AND TITLE]

RATIFIED BY
FRESNO TEACHERS ASSOCIATION
[INSERT DATE]

[INSERT NAME AND TITLE]

FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Genoveva Islas President

Susan Wittrup Clerk

Valerie Davis..... Member

Keshia Thomas Member

Elizabeth Jonasson Rosas..... Member

Claudia Cazares Member

Andy Levine..... Member

SUPERINTENDENT OF SCHOOLS

Robert G. Nelson

FRESNO UNIFIED SCHOOL DISTRICT
NEGOTIATING TEAM MEMBERS

Annarita Howell, Assistant Superintendent Human Resources/Labor Relations

Rita Baharian, Prevention & Intervention Executive

Abigail Aarii, Student Support Services Director

Tumani Heights,

Peter Schaffert, Attorney Atkinson, Andelson, Loya, Ruud & Romo

S. Nicole Tucker, Attorney Atkinson, Andelson, Loya, Ruud & Romo

FRESNO TEACHERS ASSOCIATION-SOCIAL WORKERS
NEGOTIATING TEAM MEMBERS

LaTisha Harris, Associate Executive Director Fresno Teachers Association
[names]

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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 Teachers Association-Social Workers/CTA/NEA ("Association"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 2 - ASSOCIATION RIGHTS

1. The Association 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 Association business.
2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by Social Workers. The Association may use the District mail service and Social Worker mailboxes for communication to Social Workers. It is understood that copies of all such information that is of a general nature shall be simultaneously routed to the Superintendent's Office. It is also understood that all published information of a general nature from the District, pertinent to members of the Social Worker unit, shall also be forwarded immediately to the Association Office.
3. Authorized representatives of the Association shall be permitted, via prior scheduling clearance with the principal (if applicable) and immediate supervisor, to transact official Association business on school property outside of school business hours and when bargaining unit members are not engaged in duties in accordance with the following provisions:
 - 3.1 Bargaining unit members must arrange coverage for responding to job-related responsibilities.
 - 3.2 Utilization of outside of school business hours for Association meetings shall be reasonable so as to avoid unnecessary frequency. The District will endeavor to not interfere with the Association's ability to carry out meetings pertinent to its function of exclusive representative.
4. Names, addresses and telephone numbers of all District staff (who voluntarily provide such information to the District) shall be provided without cost to the Association and its members as soon as possible after the information is available to the District.
5. The District will furnish the Association such information as is necessary to allow the Association to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Association. If such information requires personnel or materials costs beyond normal procedure, the cost will be documented and the Association may be billed. The District will furnish all information that the District deems will contribute to better communications between the District, the Association and the bargaining unit members.

6. Association faculty representatives and executive board members shall be released from their schools to attend Association Representative Council meetings at 3:15 p.m.-provided the member arranges for coverage for responding to job-related responsibilities. Utilization of time for Association Representative Council meetings shall be reasonable so as to avoid unnecessary frequency and disruption of services to students, families and sites.

ARTICLE 3 - 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 the Association, its officers and/or agents, or members of the social worker bargaining unit during the term of this Agreement.
2. The Association recognizes its duty and obligation to make every effort toward inducing all social workers to comply with the provisions of this Agreement. In the event of any strike, work stoppage, slow down or concerted refusal to perform normal job functions and responsibilities during the term of this Agreement by social workers, the Association agrees in good faith to take responsibility to cause those social workers to cease such action.
3. It is agreed and understood that employees violating this article are subject to appropriate discipline up to and including termination by the District.
4. It is understood that violation of this article by the Association 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. Actions by the District taken under this article shall be subject to grievance or legal redress and/or damages.
6. In the event the arbitrator finds a violation of this article, he/she shall have no authority to rule on the appropriateness of the District's action.
7. 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 4 - 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.
2. 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 division of workload and workload assignments; 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.
3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and all specific and express terms of this Agreement.

ARTICLE 5 - DUTY YEAR

1. For the 2021-2022, 2022-2023 AND 2023-2024 school years: The duty year shall consist of the following:

- 1.1 Department of Prevention and Intervention Clinical School Social Workers will have a total of 197 duty days.

- 1.2 Site Funded Social Workers will have a total of 185 duty days with the exception of current Site Funded Social Workers with current duty days of 215 at Addams, Phoenix, and Slater. The 215 duty days will revert to 185 duty days upon attrition of the current employees, however the site retains the option to keep the Site Funded Social Worker at 215 duty days.

ARTICLE 6 - EARLY RETIREMENT

1. The Governing Board may offer certificated employees the option to retire early in accordance with law when it is beneficial to the district.
2. As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System (STRS), the Board may offer such employees an additional two years of service credit or, until January 1, 2005, an additional two years of service and age credit. (Education Code 22714, 22714.5, 44929, 44929.1) (cf. 4117.12/4317.12 - Retirement Consultancy Contracts)
3. Before taking formal action to approve either of these service incentives, the Board shall determine that encouraging early retirement would be in the best interest of the district due to the curtailment of services or changes in the manner in which services are performed and that the retirement will result in a net savings to the district. (Education Code 22714, 22714.5, 44929)
4. The Board may also consider the impact of the early retirement options on the staffing needs of district schools and the ability to satisfy federal requirements for highly qualified teachers pursuant to 20 USC 6319. (cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
5. In order to offer two years of service and two years of age incentive to represented certificated employees, the Board shall enter into a memorandum of understanding between the district and the employee organization.
6. The Board shall demonstrate and certify to the County Superintendent that the formal action taken would result in a net savings to the district. (Education Code 22714, 22714.5)
7. To be eligible for the two years of service credit option, the employee must have five or more years of service credit and must retire during the period of 60 to 120 days after the Board takes formal action to implement the option. (Education Code 22714)
8. To be eligible for the two years of service credit and two years of age credit option, the employee must have five or more years of service credit and must retire within the period designated in the memorandum of understanding or formal action described above. (Education Code 22714.5)

ARTICLE 7 - EVALUATION AND PROFESSIONAL STANDARDS

1. The Governing Board shall establish and define job responsibilities for administrative personnel. The evaluation and assessment of the competency of administrative personnel shall be based on:
 - 1.1 The administrator's progress toward agreed-upon goals, objectives, tasks, and attainment of the administrative and leadership professional standards.
 - 1.2 General expectations of performance which recognize professional responsibility, accountability and attitude.
 - 1.3 The fulfillment of responsibilities contained in the specific job descriptions adopted by the Board.
 - 1.4 Additional factors as determined by the Superintendent or designee.
 - 1.5 The personnel evaluation procedures of the district are intended to identify, reinforce and improve (as needed) skills, attitudes and abilities so as to enhance the achievement of district and/or division goals and objectives. The evaluation plan shall:
 - 1.5.1 Establish a procedure by which long-range goals of the school district can be translated into proficiency standards which guide effective performance for individual management employees.
 - 1.5.2 Involve all management employees and evaluators in the establishment of goals which reflect student performance and/or employee performance. Encourage management employees to integrate their own professional goals and objectives with those of the school district by means of such mutual planning.
 - 1.5.3 Include, if necessary, a re-evaluation plan which will identify specific areas of deficiency to be addressed.
 - 1.5.4 Provide a procedure for:
 - a. Identifying and commending effective performance.
 - b. Counseling and assisting management employees to improve performance.
 - c. Documenting, appropriately, the basis for promotion, transfer, demotion, suspension or dismissal.
2. Each Social Worker shall be evaluated formally at least once every two years and more often at the discretion of the supervisor.
3. Evaluation Ratings:

3.1 Unit members shall receive an overall rating of:-Demonstrates Expertise, Meets Standards, Growth Expected, and Does Not Meet Standards.

3.2 The judgments reached by the evaluator are not subject to the grievance procedure.

4. Evaluation Plan and Procedure.

4.1 The review period for Social Workers will be Aug 1 through June 30. It will consist of a four-step process of performance evaluation. The Division of Human Resources will provide each division and department head with a list of employees to be evaluated. Forms may be requisitioned from the warehouse.

4.2 Step I: Professional Learning Plan and Goal Setting (Aug-Sept) At the beginning of the evaluation period, the evaluator and evaluatee will review the Leadership Standards Continuum booklet and Social Worker Supervision and Evaluation Alignment Resource, which is attached. Although this document is designed to be a personal professional learning guide, it can also provide direction in the evaluation process. The expectation is that Social Workers and managers will use the Professional Standards as a professional development tool each year whether or not a formal evaluation is being conducted. The Key Elements of Proficiency for each standard should be discussed to ensure there is understanding of each criterion. Modifications of key elements can be made to ensure that standards address specific job descriptions. Goal statements will be agreed upon by the evaluator and the evaluatee. These statements are to be added to the evaluation form on page 4. If appropriate, one goal statement should address student achievement.

4.3 Step II: Mid-Year (November - February) The evaluator will discuss with the evaluatee the status of the administrative standards attainment. If there are performance concerns or problems exist, progress reviews and suggestions for meeting an appropriate level of proficiency should be documented and shared with the evaluatee.

4.4 Step III: Final Review (March-June) At the end of the review period, the evaluator will evaluate the degree of proficiency achieved during the review period using a four-level scale of performance. Comments are required for any rating of "Below Standard" or "Significantly Below Standard." Key elements of proficiency or specific job description deficiencies should be noted.

4.5 Step IV: - Final Conference- A conference shall be scheduled to review the ratings for each standard on the Management Performance Evaluation Form. Any evaluatee receiving three or more "Growth Expected" or one "Does Not Meet Standards" must be evaluated again the following year. The evaluator and the evaluatee will identify goal statements for each rating of "Growth Expected" or "Does Not Meet Standards." The evaluatee may attach comments to the form. Both the evaluator and evaluatee must sign the evaluation report.

The evaluator transmits the original of the Management Performance Evaluation to the Division of Human Resources for filing in the evaluatee's personnel file, and provides a copy of the completed form to the evaluatee.

5. The District and the Association, as needed, shall jointly develop evaluation forms which conform to the provisions of this article.
6. Social Workers Supervision and Evaluation Alignment Resource

Standard 1 Development and Implementation of a Shared Vision		
Goal: Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.		
FUSD LEADERSHIP COMPETENCIES	SSWAA NATIONAL EVALUATION FRAMEWORK	NASW SSW STANDARDS
<p>1A: Student–Centered Vision Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.</p>	<p>1b.- Identifies scientifically supported educational, behavioral, and mental health services to address school needs</p> <p>3a. - Implements and monitors multi-tiered empirically supported interventions that improve academic and behavioral performance</p>	<p>Standard 3: Assessment School social workers shall conduct assessments of individuals, families and systems / organizations (classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes.</p>
<p>1B: Developing Shared Vision Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.</p>	<p>1d. - Establishes collaborative professional relationships</p> <p>3a. - Implements and monitors multi-tiered empirically supported interventions that improve academic and behavioral performance</p>	<p>Standard 11. Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.</p>
<p>1C: Vision Planning and Implementation Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.</p>	<p>1a. - Conducts multi-tiered school needs assessment</p> <p>3b. - Provides programs and services that foster social and emotional competencies</p>	<p>Standard 10: Interdisciplinary Leadership and Collaboration School social workers shall provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services.</p>
Standard 2 Instructional Leadership		
Goal: Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.		
COMPETENCIES	SSWAA NATIONAL EVALUATION FRAMEWORK	NASW SSW STANDARDS
<p>2A: Professional Learning Culture Leaders promote a culture in which staff engages in individual and collective</p>	<p>4d. - Continues professional development</p>	<p>Standard 8. Professional Development School social workers shall pursue continuous enhancement of knowledge and skills to</p>

professional learning that results in their continuous improvement and high performance.	3b. - Provides programs and services that foster social and emotional competencies	provide the most current, beneficial, and culturally appropriate services to students and their families.
2B: Curriculum and Instruction Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.	1b. - Identifies scientifically supported educational, behavioral, and mental health services to address school needs	Standard 4. Intervention School social workers shall understand and use evidence-informed practices in their interventions.
2C: Assessment and Accountability Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes and student learning.	1a. - Conducts multi-tiered school needs assessment	Standard 5. Decision Making and Practice Evaluation School social workers shall use data to guide service delivery and to evaluate their practice regularly to improve and expand services.
Standard 3 Management & Learning Environment		
Goal: Education leaders manage the organization to cultivate a safe and productive learning and working environment.		
COMPETENCIES	SSWAA NATIONAL EVALUATION FRAMEWORK	NASW SSW STANDARDS
3A: Operations and Facilities Leaders provide and oversee a functional, safe, and clean learning environment.	2a. - Contributes to a safe and healthy school environment.	Standard 3: Assessment School social workers shall conduct assessments of individuals, families and systems / organizations (classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes.
3B: Plans and Procedures Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.	1d. - Establishes collaborative professional relationships 1e. - Assesses family engagement.	Standard 9: Cultural Competence School social workers shall ensure that students and their families are provided services within the context of multicultural understanding and competence.
3C: Climate Leaders facilitate safe, fair, and respectful environments that meet the intellectual,	2a. - Contributes to a safe and healthy school environment.	Standard 10: Interdisciplinary Leadership and Collaboration School social workers shall provide leadership

linguistic, cultural, social-emotional, and physical needs of each learner.	3d. - Provides programs and services in a culturally sensitive manner.	in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services.
3D: Fiscal and Human Resources Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.	4c. - Maintains timely and accurate records and documentation in compliance with FERPA and state requirements.	Standard 6: Record Keeping School social workers shall maintain accurate data and records that are relevant to planning, implementation, and evaluation of school social work services.
Standard 4 Family & Community Engagement		
Goal: Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.		
COMPETENCIES	SSWAA NATIONAL EVALUATION FRAMEWORK	NASW SSW STANDARDS
4A: Parent and Family Engagement Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.	1e. - Assesses family engagement. 3d. - Provides programs and services in a culturally sensitive manner.	Standard 9: Cultural Competence School social workers shall ensure that students and their families are provided services within the context of multicultural understanding
4B: Community Partnerships Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.	1c. - Identifies school and community resources to meet school needs 2b. - Advocates for policies, programs, and services that respect diversity, address individual needs, and support the inherent dignity and worth of all students, families, and school personnel.	Standard 10: Interdisciplinary Leadership and Collaboration School social workers shall provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services.
4C: Community Resources and Services Leaders leverage and integrate community resources and services to meet the varied needs of all students.	1c. - Identifies school and community resources to meet school needs 3e. - Mobilizes school and community resources to maximize academic and behavior success.	Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.

Standard 5 Ethics & Integrity

Goal: Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.

COMPETENCIES	SSWAA NATIONAL EVALUATION FRAMEWORK	NASW SSW STANDARDS
<p>5A: Reflective Practice Leaders act upon a personal code of ethics that requires continuous reflection and learning.</p>	<p>4b. - Adheres to the NASW Code of Ethics and SSWAA ethical guidelines.</p> <p>4e. - Exhibits self-awareness, self-monitoring, and professional accountability.</p>	<p>Standard 1: Ethics and Values School social workers shall adhere to the ethics and values of the social work profession and shall use the NASW Code of Ethics as a guide to ethical decision making, while understanding the unique aspects of school social work practice and the needs of the students, parents, and communities they serve.</p>
<p>5B: Ethical Decision-Making Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.</p>	<p>4b. - Adheres to the NASW Code of Ethics and SSWAA ethical guidelines.</p> <p>3e. - Mobilizes school and community resources to maximize academic and behavior success.</p>	<p>Standard 3: Assessment School social workers shall conduct assessments of individuals, families and systems / organizations (classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes.</p>
<p>5C: Ethical Action Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students.</p>	<p>4c. - Maintains timely and accurate records and documentation in compliance with FERPA and state requirements.</p> <p>4e. - Exhibits self-awareness, self-monitoring, and professional accountability.</p>	<p>Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.</p>

Standard 6 External Context & Policy

Goal: Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices.

COMPETENCIES	SSWAA NATIONAL EVALUATION FRAMEWORK	NASW SSW STANDARDS
<p>6A: Understanding and Communicating Policy Leaders actively structure and participate in opportunities that develop greater public</p>	<p>1g. - Knows current federal, state and local laws as well as district policies and procedures that guide school social work practice.</p>	<p>Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their</p>

<p>understanding of the education policy environment.</p>	<p>2c. - Identifies historical and current political, social, cultural, and economic conditions that impact the context for learning and advocates for change</p>	<p>academic progress.</p>
<p>6B: Professional Influence Leaders use their understanding of social, cultural, economic, legal and political contexts to shape policies that lead to all students to graduate ready for college and career.</p>	<p>2b. - Advocates for policies, programs, and services that respect diversity, address individual needs, and support the inherent dignity and worth of all students, families, and school personnel</p> <p>2b. - Advocates for policies, programs, and services that respect diversity, address individual needs, and support the inherent dignity and worth of all students, families, and school personnel</p>	<p>Standard 1: Ethics and Values School social workers shall adhere to the ethics and values of the social work profession and shall use the NASW Code of Ethics as a guide to ethical decision making, while understanding the unique aspects of school social work practice and the needs of the students, parents, and communities they serve.</p>
<p>6C: Policy Engagement Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.</p>	<p>2d. - Challenges structural barriers, social inequalities, and educational disparities impacting learning outcomes.</p>	<p>Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.</p>

ARTICLE 8 - EXTREME EMERGENCY PROCEDURES

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

1. Examples of extreme emergencies: Riot, sit-in, mass protest, invasion of outsiders, bomb threat, and disasters (i.e., earthquake, explosion, major gas leak, etc.). This article shall not apply to situations in which the District is subject to Civil Defense procedures.
2. The school site council at each district school shall write and develop a comprehensive school safety plan relevant to the needs and resources of that particular school.
3. The school safety plan shall take into account the schools staffing, available resources and building design, as well as other factors unique to the site.
4. Each school shall review and update its safety plan by March 1 of each year. New school campuses shall develop a safety plan within one year of initiating operations.
5. Each school shall forward the safety plan to the Board for approval.
6. The Board shall approve the plan at a regularly scheduled meeting of the Board and the adoption of the plan shall not be a consent item. At a minimum, the Board shall discuss both of the following: (Education Code 35294.22)
 - 6.1. How the safety plan addresses the needs of each school and students within that school
 - 6.2. How the school site council or safety planning committee, when writing the plan, considered the three essential components described in Education Code 35294.21, including assuring each student a safe physical environment; assuring each student a safe, respectful, accepting, and emotionally nurturing environment; and developing each students resiliency skills
7. The Board shall review the comprehensive districtwide and/or school safety plan(s) in order to ensure compliance with state law, Board policy and administrative regulation. By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281.

8. The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Any individual contracts between the Board of Education and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.
3. Within sixty (60) days of ratification of the Agreement by both parties herein, the Board of Education shall have copies prepared for distribution to all bargaining members in the District, and 10 copies for the Association.
4. Rules which are designed to implement this Agreement shall be appropriate and consistent in application and effect.
5. A bargaining unit member's notification to the Board of Education that he/she intends to resign shall remain revocable until such time as the Board of Education officially takes action on such notification.
6. The provisions of this article do not prohibit changes in District policy or practice which comply with the substantive provisions of this Agreement.
7. Each Social Worker shall have access to confidential workspaces to be used for therapeutic and crisis sessions and for use of storage of student cases/files.
 - 7.1 In the event a social worker is unable to secure a confidential workspace at a school site to perform their work, the social worker will first bring the problem to the attention of the principal and cooperatively seek a resolution
 - 7.2 If an acceptable resolution cannot be reached, the social worker may involve his or her immediate supervisor with the principal to see if additional options can be developed.
 - 7.3 If no resolution is reached, there will be a meeting convened within 10 days with the Superintendent's designee and the principal. District shall secure confidential space within the District or through external contracting.

ARTICLE 10 - Materials and Supplies Request Process

1. Starting in the 2023-2024 school year, both Clinical Social Workers and Site Funded School Social Workers can request for approval additional counseling and/or therapeutic materials and supplies up to \$315 per year.
 - 1.1 DPI Clinical Social Workers can make this request by submitting a Department Request Form to their supervisor, providing the rationale for the additional counseling and therapeutic materials and supplies.
 - 1.2 Site Funded Social Workers can make this request by submitting a Department Request Form to their site principal, providing the rationale for the additional counseling and therapeutic materials and supplies.
2. Clinical Social Workers can request office supplies through their supervisor through the DPI Department Request Form.
3. Site Funded Social Workers can request office supplies through the prescribed procedure of the school site.

ARTICLE 11 - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. The District shall deduct Union membership dues and voluntary political contributions authorized by the employee as provided by the Union to the District. Deductions for dues shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.
2. The Union agrees to defend, indemnify and hold harmless the District and its employees or agents, other than in cases of District negligence or misconduct, against claims of whatever nature arising out of deduction from employees' paychecks.
3. Requests to authorize dues deductions shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee. The Union shall not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

**ARTICLE 12 - SEMI-ANNUAL MEETING OF ASSOCIATION'S EXECUTIVE BOARD,
SUPERINTENDENT'S STAFF AND THE BOARD OF EDUCATION**

1. At least once each semester, the Superintendent and the Association president shall arrange for a meeting of up to one full day between the Association's Executive Board, representatives from the Superintendent's staff, and three Board of Education members.
2. Arrangements shall be made to cover activities for that day or the meeting may be scheduled on a day when no activities are in session. Bargaining unit members must arrange coverage for responding to job-related responsibilities.
3. The Superintendent and the Association president shall prepare the agenda and distribute it to the persons involved at least one week prior to the meeting.
4. The primary purpose of such meetings is to exchange ideas pertinent to the educational community.
5. The Semi-Annual Meeting may be waived upon mutual agreement of both parties.

ARTICLE 13 - SOCIAL WORKER AUTHORITY

A bargaining unit member may exercise the appropriate physical control necessary to maintain order, protect property, protect the health and safety of the students or to maintain conditions proper and appropriate to learning. This shall not be so construed as to permit corporal punishment or to be in conflict with or extend Sections 49000 and 44807 of the California Education Code.

ARTICLE 14 - TRANSFER AND ASSIGNMENT

1. Definitions

1.1 Transfer

1.1.1 A change in department (i.e. from Department of Prevention and Intervention to a Site Funded Position.)

1.1.2 A change from one site funded position to another site funded position.

1.2. Reassignment

1.2.1 A change or relocation of assignment within the Department of Prevention and Intervention.

2. Reassignment

2.1 Reassignment within the Department shall be as determined by the Department head and shall be based on the needs of the District.

3. Voluntary Transfer

3.1 Requests for voluntary transfers shall be submitted to the Superintendent or designee at the time of the known vacancy. The employee will be notified in writing of the decision. If a transfer request has been denied, **upon request**, the employee shall be notified in writing the reason for denial. Transfer requests may be withdrawn by the employee at any time.

4. Involuntary Transfers

4.1 Definition: Involuntary transfers are recommended to the Superintendent or designee by-administration and are implemented to give School Social Workers a variety of school experience as well as give the district the option of **transfer**/reassigning School Social Worker for reasons of effectiveness or special qualifications.

4.2 Transfers proposed by the administration shall be subject to the following provisions:

4.2.1 Social Workers being considered for transfer shall be notified either in writing or by conference with the Superintendent or designee.

4.2.2 The Social Worker may request review. Upon the Social Worker's request, the assistant Superintendent or designee shall schedule a conference wherein the merits of the proposed transfer may be thoroughly considered. Such conference shall occur within 10 working days after the Social Worker's request. Within three working days after the conference, the Superintendent shall submit his/her written disposition of the transfer request to the Social Worker.

4.2.3. If the Social Worker is not satisfied with the decision of the Superintendent or designee, he/she may appeal the decision in writing to the Board and request a closed session. The Board shall review all previous objections, appeals and responses, and determine whether or not to meet with the Social Worker in closed session. After reviewing all previous material, plus the information presented in closed session, if held, the Board shall render a decision. The decision of the Board shall be transmitted to the Social Worker, in writing, through the Superintendent or designee and shall be final.

5. Criterion

5.1 The need of the District is the principle criterion for consideration of a request for transfer.

ARTICLE 15 - WORKING CONDITIONS

1. General Working Conditions

1.1 The District shall make adequate lunchroom, restroom and lavatory facilities available for unit members' use.

1.2. No unit member shall be required to transport pupils in a private vehicle.

2. Work Place Safety

1.1 Bargaining unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety which have been brought to the attention of the site administration and/or District with safety of unit members and students being the primary concern.

1.2 When a unit member reports unsafe or hazardous conditions, the site administration shall investigate. When the unsafe or hazardous condition is confirmed by the site administration/District to exist, the site administration/District shall correct the condition within a reasonable period of time and shall expeditiously initiate corrective measures. Unit members shall be provided with a response to their report within 10 working days. Unit members will be informed when corrective measures will take extended time.

1.3 If a unit member is attacked, assaulted or physically threatened by a student, parent, guardian, or relative of the student while on duty, the unit member shall report the incident in full detail to his/her immediate supervisor on the day of the incident. (Assault includes a verbal threat which would cause a reasonable person to believe the threat could be carried out.) The unit member may first report the incident to appropriate law enforcement at their discretion with safety being the primary concern. If law enforcement authorities are not contacted or unable to be contacted by a unit member, the District has the responsibility to submit a report of the incident (as required by law) to appropriate law enforcement authorities within 24 hours (or as soon as reasonably practical) of the time the unit member reports it. The site administration/District shall communicate to the unit member, any step(s) taken to address the behavior(s) before there is any contact between the involved parties.

1.4 If a unit member leaves work during the instructional day due to the unit member being physically assaulted by a student, the District shall pay the Social Worker their regular pay, and the unit member shall not be charged accrued time for the remaining part of that duty day. In the event a unit member needs additional time off, the unit member may utilize leave as provided in this collective bargaining agreement.

1.5 If a unit member has a safety concern about a student returning to the campus after the student is subject to discipline, there shall be a joint conference between the

Superintendent's designee and the unit member to address the unit member's concerns. Reasonable efforts will be made to schedule a joint conference to address the concerns of all parties before the student returns to campus. Absent extenuating circumstances, in more serious situations resulting in an off-campus suspension, a conference between the student, unit member and a third party (administrator, counselor or designee) shall be held prior to the student's return to the campus.

1.6 The Association and District will maintain a School Climate and Safety Committee (SCSC) to address safety and school climate concerns. The Association may have one representative on this committee. This representative does not warrant an additional committee, but will work collectively with current SCSC.

2.6.1 The School Climate and Safety Committee (SCSC) shall continue its joint work in addressing school climate and safety concerns. Each party shall have an equal voice on the committee and will work in cooperation to advance School Climate and Safety. As originally outlined in the side letter, this committee will continue to meet a minimum of four (4) times during the regular school year but may elect to meet additional time as needed when agreed to by both parties. These four (4) meetings shall be comprised of at least two (2) full day meetings and (2) evening meetings as agreed upon.

2.6.2 The SCSC shall be jointly chaired by a representative of the District and FTA. The FTA chair shall be nominated by the FTA President and approved by the FTA Board of Directors. The District and FTA shall have seven (7) representatives on the SCSC.

2.6.3 The SCSC shall submit a minimum of (2) two written reports to the FUSD Board and FTA Board. At least twice per year, written reports will be followed with an oral presentation by the committee, which will be delivered during the Unscheduled Oral Communication portion of the Board meeting. The minutes and agendas of the SCSC meetings shall be submitted to the FUSD Board office and available for Trustee review.

2.7 By request, Unit members with a concern about their ability to render emergency medical aid to any student shall meet with site administration to develop a resolution to ensure those emergency medical needs are addressed.

3. Notice to Unit Members:

3.1 If the District is aware that a unit member is working with, providing services to, or meeting with a student with a known, violent history, the unit member shall be informed as soon as possible of the history of violent behavior or conduct which caused, or was a threat to cause, bodily injury to another person. Any information received by a unit member pursuant to this provision shall be maintained in confidence and shall not be further disseminated by the unit member. If a unit member is meeting with a student and information regarding a history of violent behavior or conduct is unavailable or the unit

member is uncomfortable meeting one-on-one with a student given the student's history of violent behavior or conduct, the unit member may request an additional staff member to be present.

3.1.1 The site administration shall inform any other unit members who, in the judgment of the administration, should also be aware of a particular student's history of violent behavior or conduct, which caused, or threatened to cause, bodily injury to another person. All information regarding a particular student's history is confidential and shall not be further disseminated by the unit member. Other unit members working directly with the student should be informed.

3.1.2 Social Workers shall be informed of previous discipline for all students they are working with, providing services to, or meeting with based upon records that the District maintains in its ordinary course of business or receives from a law enforcement agency. The unit member shall be informed through ATLAS Student Portfolio, which is the student's official record.

3.2 The District will make every reasonable effort to notify unit members, within 24 hours of specific threats to any staff, or the school site of physical violence and/or the presence of weapons or criminal activity on or in the immediate vicinity of the school site. Notification will be made for incidents which impact the school community as a whole.

4. Investigation by District

1.1 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. This investigation process should be initiated as per AR 4030 of the report being made to the site administrator or District. The investigation determination(s) shall be communicated to the unit member.

1.2 After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review evening activities in terms of time, place, and safety for all participants.

2. In the event a unit member disagrees with the application of this article, the unit member shall attempt to resolve it by an informal conference with his/her immediate supervisor first as per Article 19 (Grievance Procedure).

ARTICLE 16 - SALARY

1. 2022-2023: The parties agree that based on the following contingency language, the Salary Schedule for 2022-2023 may be increased as set forth below:

1.1 2022-2023: The parties agree that based on the following contingency language, the School Social Worker's Salary Schedules for 2022-2023 may be increased as set forth below:

1.2 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$23,792,503 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.3 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$26,689,116 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.4 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$29,585,730 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.5 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$32,477,180 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.6 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$35,373,793 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.7 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2022-2023 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2022; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2022); and, (3) shall

utilize ADA as included in the 2021-2022 “Second Principal Apportionment Report” (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

1.8 In addition to the School Social Worker’s Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2022-2023 first interim above the 2021-2022 unaudited actuals by \$2,900,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2021-2022 salary schedule. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

1.9 The parties agree to enter into a side letter to provide additional contingency language for 2022-2023 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$35,373,793 for 2022-2023. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

ARTICLE 17 - FRINGE BENEFITS

1. General Provisions:
 - 1.1 The District shall provide District paid coverage (less the applicable employee contribution) for bargaining unit members and eligible dependents as specified within this Article and in the FUSD Employee Health Care Plan Document.
 - 1.2 The District's Employee Health Care Plan Document shall be considered a part of this article.
 - 1.2.1 Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 2005, shall be subject to the authority of the Joint Health Management Board (JHMB).
 - 1.3 The District shall provide District paid life insurance coverage for bargaining unit members.
 - 1.3.1 The amounts of District furnished life insurance for employees will remain as specified in the Standard Insurance Co. Policy contract effective April 1, 1986. Supplemental units of insurance and dependent coverage are available at the bargaining unit member's expense.
 - 1.4 A bargaining unit member must be employed 50% or more to be eligible for FUSD's Health and Life Insurance Plans.
 - 1.5 Bargaining unit members who provide a full year of service to the District (i.e., the complete Duty Year as defined in this agreement) shall be entitled to continued District-paid coverage under all District paid programs for twelve (12) months, commencing with the first month the unit member receives such benefits for the Duty Year. These conditions also apply to unit members whose employment terminates following the last day of the school year and before the commencement of the following school year.
 - 1.6 Bargaining unit members, who terminate paid service during the school year, shall have their calendar year of Health and Plan coverage prorated to equal the percentage of the service year worked.
 - 1.7 Bargaining unit members returning from Board-approved leave shall be re-enrolled, with their dependents, with no health history requirement (except for the District Life Insurance Plan) or wait until the next enrollment period.

- 1.8 The District shall not prohibit any bargaining unit members from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 1.9 Employees and eligible dependents must enroll within thirty-one (31) days of eligibility. Unit members enrolling or adding dependents shall affect coverage the first day of eligibility provided the request for coverage is made within thirty-one (31) days of eligibility.
 - 1.9.1 The District shall provide one 60-day open enrollment period each year beginning October 1 for all bargaining unit members and eligible dependents not currently enrolled in the existing FUSD Employees Health Care Plan. The open enrollment period will also be the time in which plan coverage (Dental and Vision) may be changed.
2. Joint Health Management Board (JHMB)
 - 2.1 A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.
 - 2.2 Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
 - 2.3 Reporting, reports and disclosures of the Consultant and Plan Administrator shall be as established by the JHMB.
 - 2.4 The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:
 - 2.4.1 Voting procedures, including absentee voting.
 - 2.4.2 Establishing regular meeting dates.
 - 2.4.3 Establishing subcommittees.
 - 2.4.4 The agendaing and prioritizing of JHMB activities.
 - 2.4.5 The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.
 - 2.5 Labor and Management shall each have one (1) vote on the JHMB.
 - 2.6 Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision making process of the JHMB shall be:

- 2.6.1 Consensus; if consensus cannot be reached, (2) applies.
- 2.6.2 If consensus is not reached the following is an example of the weighted vote for employee groups.
- 2.6.3 Example: The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, if FTA represents 4,352 employees out of a total of 6756 represented eligible employees in the health plan, FTA's voting weight would be 64.4 percent; if CSEA represented 1717 of these same 6756 represented eligible employees, CSEA's voting weight would be 25.4% percent; SEIU's eligible active employees would be 8.5% weighted vote; and BTC's 115 eligible employees would be 1.7% weighted vote.
- 2.7 There shall be binding arbitration of any JHMB deadlocked votes; provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited Arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.
- 2.8 All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.
- 2.9 All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2.10 The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

3. Health Fund

- 3.1 Effective as of July 1, 2017, in addition to the Health Fund contribution set forth in 5.1 of this Article, the District shall increase the annual per active employee contribution to the Health Fund for a total amount of \$17,789. Within 120 from the ratification of this Agreement by both parties, subject to JHMB approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. The District shall maintain these benefit levels (90-10 and \$2,500/\$5,000) and pay any health insurance premium increase for the employees through the term of this contract ending 2018-19, contingent upon approval from JHMB. This is contingent upon JHMB maintaining as a health plan option for employees the Kaiser Permanente health plan through the term of this Agreement. The 90-10 health insurance plan option and the \$2,500/\$5,000 out of pocket maximums shall continue beyond the term of this contract in the same manner as any other health plan option as determined by JHMB. The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

Effective as of July 1, 2019, the annual per active employee contribution to the health fund is \$19,348.

3.1.1 Current medical IBNR's shall remain as IBNR's in the Health Fund.

- 3.2 For the 2015-2016 school year, the District shall increase the annual contribution to the health fund in the amount of three million (\$3,000,000) dollars.

4. Procedures Regarding Potential Underfunding of Health Fund

- 4.1 The JHMB shall report to the District and all employee associations on a quarterly basis regarding the status of the Health Fund.
- 4.2 Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
- 4.3 If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to Section 2.8 above. Such action shall negate the shortfall within the fiscal year.
- 4.4 If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65-year-old retirees. Such increase shall be in the amount necessary to negate the shortfall within the fiscal year. In determining the amount of the increase the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the

amount of the increase within fifteen (15) days of the consultants' recommendations, the consultants' recommendations shall be implemented.

- 4.5 JHMB actions and/or automatic assessments shall apply as set forth in paragraphs 4.3 and 4.4 above regarding any month in which a projected shortfall is determined to exist.
- 4.6 If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.
- 4.7 Prior to the implementation of 4.3 and/or 4.4, either party may request a meeting to meet and confer. This meeting is to include the Superintendent and leadership as determined by the Superintendent. This meeting shall not delay or interfere with JHMB implementing 4.3 or 4.4 in its responsibilities as set forth in this Article.

5. Health And Welfare And Compensation

- 5.1 Commencing with the 2014-15 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section 3 of this Article "Health Fund," shall be automatically increased by the percentage figure representing the effective, ongoing dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, including any ongoing deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.
- 5.2 The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section 2.8 "Joint Health Management Board (JHMB)." Such changes must be adopted by the JHMB and implemented effective July 1 annually, except for any changes made pursuant to Section 4 of this Article (Procedures Regarding Potential Underfunding of Health Fund).
 - 5.2.1 The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section 3 of this Article "Health Fund."

6. Retiree Benefits - Medical Health Plan

- 6.1 The District shall provide paid Medical Health Plan benefits for retirees in accordance with the following provisions:

- 6.1.1 An eligible retiree is one who:
 - 6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;
 - 6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
 - 6.1.1.3 Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;
 - 6.1.1.4 Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;
- 6.1.2 Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.
 - 6.1.2.1 Minimum age: 60
 - 6.1.2.2 Minimum years of service with the District: 25
 - 6.1.2.3 Benefit coverage for employee and spouse
 - 6.1.2.4 Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits) *
 - 6.1.2.4.1 *The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 62.
 - 6.1.2.5 These modifications shall not apply to laid-off permanent or probationary employees who were hired on or before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24-month period. Instead, such rehired employees shall be eligible for and receive

retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.

6.1.2.6 Has reached the age of fifty-seven and one-half (57.5) years, except in the case of disabilitants. A disabilitant, as so certified by STRS, becomes eligible for this benefit immediately if such disabilitant has had ten (10) years' service in the District. Board-approved leave shall be counted in the years' service requirements for the benefit.

- 6.2 An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 6.3 Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security Eligibility at no cost to the retiree and/or dependents. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
- 6.4 If a retiree receiving this benefit should predecease a spouse, then the benefit will continue for said spouse provided all applicable requirements of these provisions are met.
- 6.5 To receive this benefit, a retiree must not be in a paid status with the District.
- 6.6 All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD's Employee Health Care Plan Document.
- 6.7 Eligible bargaining unit members hired prior to July 1, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57 & ½) in accordance with the other provisions in this article.
- 6.8 Eligible bargaining unit members hired after June 30, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age sixty (60) in accordance number A (5) of this section.
- 6.9 Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" as printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.
- 6.10 Hold Harmless: Should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the Association is named as a party

in such action, the District hereby agrees to defend, hold harmless and indemnify the Association for any adverse final judgment and any reasonable attorney's fees and costs incurred by the Association. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

7. Plan Design

- 7.1 There will be a clear eligibility statement for those who qualify for the health plan. Eligibility will be verified each calendar year. Spouses of employees who work for another employer which provides health insurance coverage may only access the FUSD plan as secondary coverage.
- 7.2 Eligibility of dependent children shall be based on birth order rule and shall be verified each calendar year. The parent whose birthday comes first in the year shall be responsible for covering dependent children through employer provided health coverage.
- 7.3 Cross-Covered Participants (Active and/or retired employees and spouses are FUSD employees or retirees): Cross-covered participants, through the annual open enrollment process, will have the opportunity to choose whether they desire to retain cross-covered status.
 - 7.3.1 Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay the established monthly two party or family premium, as applicable, for the coverage(s) chosen.
 - 7.3.2 Those current cross covered participants who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.
- 7.4 No Opting Out: All eligible District employees shall be required to participate in the Health Benefits Plan and shall be required to pay the monthly contributions and assessments, at least at the employee only level for any plan(s) or coverages.
- 7.5 Other Clarifications:
 - 7.5.1 No co-pays apply to annual deductibles or the out of pocket maximums.
 - 7.5.2 The deductible will not apply to out of pocket maximum.
 - 7.5.3 The emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).

7.5.4 Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription. This applies to all participants including cross covered.

7.6 Specific information regarding monthly contributions, assessments, co-pays and deductibles for all plan coverages can be found in the FUSD Plan document or at jhmbhealthconnect.com.

7.6.1 All Eligible Active Employees and Eligible Retirees Up to Age 75

7.6.1.1 Health Plan Reserve Assessment: In addition to the monthly contributions provided above, all eligible active employees and pre-65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10.00 per month each, up to a maximum of \$40.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

ARTICLE 18 - CLINICAL SUPERVISOR STIPEND

Clinical School Social Workers who have obtained their LCSW, who are in good standing with state licensing requirements, who have taken their clinical supervision training from an approved CEU provider, and whose most recent evaluations meets or exceeds standards, are eligible to provide individual/triadic and group supervision accounting towards licensure to other clinical social workers working towards collecting/earning their hours necessary for licensure. Requests to provide clinical supervision may be submitted in writing to the department head of the Department of Prevention and Intervention or designee for approval selected licensed clinical social workers. Selected licensed clinical social workers will be designated to provide either individual/triadic or group supervision.

Selected licensed clinical social workers will receive a stipend of \$100.00 per hour of supervision up to the maximum of \$1,800.00 per semester for either individual ~~or~~ /triadic sessions. Selected licensed clinical social workers will receive a stipend of \$150.00 per hour of supervision up to the maximum of \$2,700.00 per semester for group sessions. If approved the Department Head of the Department of Prevention and Intervention or designee will pair the supervisor with the supervisee after the supervisee identifies his/her/their top three choices for supervision.

The Licensed Clinical Social Worker will still be required and expected to complete all regular job duties. The supervision shall occur outside of regularly assigned duties and student instructional time.

ARTICLE 19 - CLINICAL SCHOOL SOCIAL WORKER STIPEND

In recognition for their experience and training, all Social Workers that have successfully completed their licensure shall receive a one-time \$5,000 stipend.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1. Definitions

1. A "grievance" is a formal, written allegation by a unit member or the Association that there has been a violation, misapplication, or misinterpretation of the provision 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 or Education, or by the administrative regulations and procedures of this school district, are not within the scope of this procedure.

2. A "grievant" may be any one of the following:
 - 2.1 Any certificated, non-management employee(s) of the District covered by the terms of this Agreement. In the event any grievant dies or becomes incapacitated subsequent to filing a grievance, the Association shall be certified to assume the role of grievant for purposes of completing the consideration of the grievance.
 - 2.2 The Association, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.
3. A "day" is any day in which the District Administration Center is open for business with the exception of those days during winter and spring recess. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
4. The Association may process multiple grievances involving the same or similar facts and issues arising under the terms of this Agreement. The Association, and only the Association, is entitled to file such a "class action grievance".
 - 4.1 Group Grievances - It is recognized by the parties that if grievances which are the same or substantially the same in facts and issues reach Level III, then it is to the parties' benefit to group the grievances for purposes of adjudication.
 - 4.2 Mutual agreement concerning the similarity of facts and issues is a prerequisite to proceeding with a group or "class action" grievance.
 - 4.3 The only grievances which may be combined within a group grievance are those which were properly and timely filed as set forth in this article. Once a class or group grievance is certified by the parties as involving claims which have the same or substantially the same facts and issues, no additional grievants may be added to

the class, nor may any additional claims be raised, without mutual consent of the parties.

5. Once a grievance dispute is resolved, the parties will state such resolution in writing as a grievance settlement which shall be signed by the grievant, the Association and the District. Any such grievance settlement utilizing a resolution mechanism that is inconsistent with the terms of this Agreement or that affords an alternate advantage to the bargaining unit member(s), grievant, Association or the District not otherwise guaranteed by the terms of this Agreement, shall not be construed as precedent or binding practice for subsequent grievance settlements and/or arbitration awards.
6. 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 Association 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.
7. Grievants shall have the right to Association representation 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. Neither the Association nor the District shall attempt to isolate any grievant in order to influence an adjustment of the grievance.
8. Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure short of arbitration without Association intervention. The Association agrees to hold harmless and indemnify the District for all costs and expenses incurred by the District in conforming to the requirement that only the Association may appeal a grievance to arbitration. In the event a grievant so chooses, such process shall be subject to the following provisions:
 - 8.1 A copy of the original grievance will be transmitted to the Association when first received by the District.
 - 8.2 No resolution of the grievance shall be agreed to until the Association has received a copy of the proposed resolution and has been given fifteen (15) days to file a response.
 - 8.3 Any adjustment of such grievance shall not be inconsistent with the terms of the Agreement.
9. 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.
10. It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution. It is mutually understood and agreed that the management persons responsible for considering grievances at Levels I through III are not obligated to render a written decision if in their judgment such decision would be detrimental to resolution of the grievance. In the event no decision is rendered, the grievant

may submit such grievance to the subsequent level in conformance with the specified timelines.

11. When acting as a grievant's designated representative, the Association may transmit appeals, informational requests, schedule hearings and/or conferences and generally administer all matters concerned with joint consideration of grievances on behalf of the grievant. This shall not be construed so as to permit the Association to sign grievances for individual unit members who are submitting a grievance unless such is authorized in a written, notarized statement by the individual unit member(s).

Section 2. Informal Level: Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

Section 3. Formal Level:

11.1 Level I. Within fifteen (15) days after the occurrence of the act, omission or violation giving rise to the grievance, or within fifteen (15) days of the time the grievant should reasonably have known of the act, omission or violation giving rise to the grievance, 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.

11.1.1 The immediate supervisor for unit members assigned to a single school shall be the principal. For unit members assigned to no school site, or several school sites, the administrator to whom the member is responsible shall be the immediate supervisor. If there is doubt as to which individual is the immediate supervisor for purposes of grievance processing, the District Office of Labor Relations shall, upon request, 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.

11.1.2 The supervisor shall communicate his/her decision to the employee 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.

11.1.3 Within the above time limits, a personal conference will be held at the request of either party.

11.2 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 appropriate Division Superintendent, or his/her designee, within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

- 11.2.1 The Division Superintendent, or his/her designee, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Division Superintendent, or his/her designee, may request a personal conference within the above time limits. If the Division Superintendent, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.
- 11.3 Level III. If the grievant is not satisfied with the decision at Level II, he may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations, or his/her designee. 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. The Administrator, Labor Relations, or his/her designee shall communicate his/her decision to the grievant within ten (10) days. If the Administrator, Labor Relations or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.
- 11.4 Level IV. If the Association is not satisfied with the decision at Level III, the Association may within ten (10) days submit a request in writing to the Office of Labor Relations for arbitration of the dispute. The Association and the District shall within five (5) days request the State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by flipping a coin. The Association and the District may mutually agree on an arbitrator not on the panel. If no agreement is reached within five (5) days from the date of submission to arbitration, either party may require that selection be made from the panel described. The Association and the Office of Labor Relations may agree to use expedited arbitration as provided for in accordance with the American Arbitration Association Rules for Expedited Arbitration. If there is agreement to expedited arbitration as delineated immediately above, the District shall notify the arbitrator as soon as reasonably possible, and the arbitrator shall supply the parties with written notification of three possible hearing dates encompassing no less than a two-week span. The parties may then mutually agree on a date or mutually agree that the District request the arbitrator to supply the parties with three more possible hearing dates, encompassing no less than a two-week span, or either party may require that selection be made from the three dates initially submitted by the arbitrator. In that event, selection of the date shall be accomplished by each party alternately striking a date until only one date remains. The remaining date shall be the date of the hearing. The order of striking shall be determined by the flipping of a coin.
- 11.4.1 If there is not mutual agreement to expedited arbitration as previously delineated, and regular arbitration is requested, the District shall immediately request the arbitrator to supply the parties with four possible hearing dates encompassing no less than a four-week span.

- 11.4.2 The parties shall reserve two hearing dates for the arbitration by each party striking one date in turn. The remaining two dates shall be reserved for the arbitration. The order of striking shall be determined by the flipping of a coin. This shall not be construed so as to prevent the parties from mutually agreeing on two of the dates submitted.
- 11.4.3 In the event the parties have not mutually agreed to proceed under expedited rules, the District shall obtain a recorder for each of the hearing dates scheduled. The costs of the recorder and the transcript shall be borne equally between the District and the Association. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association.
- 11.4.4 If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 11.4.5 Issues arising out of the exercise by the Board and administration of its responsibility referred to in the article on District Rights, including the facts underlying its exercise of such discretion, shall not be subject to the procedure.
- 11.4.6 The arbitrator shall conduct hearings to consider evidence and arguments in accordance with the appropriate rules/provisions of the California Code of Civil Procedure.
- 11.4.7 The arbitrator is empowered to recommend his/her mediation of the dispute at any time his/her judgment determines that circumstances warrant such a recommendation. Such mediation will occur only by mutual consent of the Association and the District.
- 11.4.8 Briefs may be submitted in accordance with the following provisions:
- 11.4.8.1 By request of either party; or
 - 11.4.8.2 By the order of the arbitrator at the close of a hearing.
- 11.4.9 In the event briefs are submitted, they shall be postmarked within fifteen (15) days from the parties'/arbitrator's receipt of the transcripts. If dispute should arise over the submission date, the arbitrator shall establish such submission date and so inform the parties. After the hearing and/or briefs submission, the arbitrator shall submit in writing to the parties his/her findings an award, which shall be final and binding.
- 11.4.10 If there is dispute as to the application of the arbitrator's award, the arbitrator shall retain jurisdiction to decide such disputes and to determine the process by which he/she considers such disputes.

11.4.11 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

11.4.12 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.

11.4.13 In the event the Association grieves any of the articles for which Association grievance is provided, the grievance procedure shall start at Level III, with fifteen (15) days allowed for the Administrator, Labor Relations, or his/her designee, to render his/her decision.

11.4.14 The District and the Association may mutually agree to contract with an arbitrator to contract or agree with him/her to serve as a permanent arbitrator; that is to arbitrate all matters brought to arbitration between the parties without the parties going through the above-described selection procedure delineated for the selection of an arbitrator.

Section 4. Mutual Disciplines Regarding Processing of Grievances

11.5 The Association and the District are prohibited from utilizing dilatory and/or harassment tactics in connection with the filing and/or processing of grievances. Both parties agree that they will not take any form of reprisal against any bargaining unit member as a result of that bargaining unit member's lawful engagement in grieving or refusing to grieve.

11.6 The party alleging violation, misinterpretation, and/or misapplication of this article shall, as soon as reasonably possible, notify the other party in writing as to the known substance and scope of such charges prior to the formal consideration as described in this article.

ARTICLE 21 - WORK HOURS

1. The workweek of School Social Workers shall normally be Monday through Friday; provided, however, that the District may establish a different workweek for particular employees, as required to meet the operational needs of the District. The work of these FLSA-exempt employees does not lend itself to a defined workday or workweek of rigidly established length though it should generally be based on the concept of approximately forty (40) hours per week. Each employee is expected to routinely be present and available during regular office hours. The hours required will vary from day to day and week to week. The employee's work day shall be established at the discretion of the District to meet operational needs, in a manner consistent with applicable law.
2. Work hours may include, but are not limited to:
 - 2.1 Student, family and community engagement;
 - 2.2 Parent conferences;
 - 2.3 Crisis management and intervention;
 - 2.4 Individualized Education Program and Section 504 student meetings;
 - 2.5 Meetings held to offer student support, including but not limited to Student Success Team meetings, Targeted Support Team meetings, Tier II meetings, and any meetings with outside community agencies;
 - 2.6 Professional growth activities, including but not limited to trainings, conferences, and professional development;
 - 2.7 Maintaining timely and accurate records and documentation in compliance with District, State, and Federal requirements;
 - 2.8 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals
 - 2.9 Attending meetings scheduled by his/her/their supervisor;
 - 2.10 Creating and implementing site needs assessment and service plan developed with school site administrator; and
 - 2.11 Management duties as assigned.

ARTICLE 22 - WORKLOAD EXPECTATIONS

1. The District recognizes that due to the nature of student needs and variances between student populations, the District will make an effort to create equitable workloads. Unit member workload consideration shall include, but not be limited to, student needs, case management, number of students served, interventions, travel time between sites, and professional responsibilities.
2. Social Workers provide a variety of direct and indirect services that include case management functions involved in identifying, assessing, and counseling a diverse range of students and families. It is the ultimate goal and function of Social Workers to provide mental health and social-emotional counseling and support to students and families to increase well-being and success in order to stay in school on target to graduate.
3. An annual caseload analysis will be a mechanism by which caseload inequities are identified, analyzed, and plans for reallocation of staff and/or cases are developed for implementation.
 - 3.1 Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, Unit, district, division, or departmental employee work efforts.
 - 3.2 The Social Worker is assigned a student population (region, school, student need, etc.) and based upon that specific designation, the Social Worker uses his/her/their professional discretion to determine which students need services and what level of service that a student needs. The caseload, therefore, is built by the Social Worker's professional discretion of student needs and balancing his/her/their professional and ethical duties.
 - 3.2.1 The number of students identified on a Project Access Social Worker's summary report will generally be between 65-80 students. The number of students on the summary report shall be leveled by September 30.
4. Of the Social Worker's caseload, the Social Worker shall have the following expectations:
 - 4.1 For Site Funded Social Workers and Site Based Clinical School Social Workers, a Social Worker must have at least 35 completed intervention cycles with as many unique students as possible.
 - 4.1.1 For this entire Article, "intervention cycles" shall be defined as at least eight (8) sessions and shall include an intake assessment, psycho-social

- assessment, and progress monitoring at four session intervals with designated tools.
- 4.2 For Specialty Social Workers (i.e., Juvenile Justice Center, Family Wellness Center, Shelter and Motel, Suicide Prevention) and Project Access Social Workers, a Social Worker must have at least 30 completed intervention cycles with as many unique students as possible
 - 4.3 Each social worker may offer group intervention based on their professional judgment. “Group intervention” is defined as meeting with at least two (2) but not more than eight (8) students in an intervention session.
5. Each Site Based, Clinical Site Funded, Specialty-Family Wellness Center, and Specialty-Suicide Prevention shall annually participate in annual school wide education and awareness for Suicide Prevention each September, which includes parent, staff, and student education, training, and engagement. All other Social Workers may support Suicide Prevention depending on their capacity. In addition, Social Workers shall participate in the following annual school wide education and awareness initiatives for parents, students, and staff each year, depending on their designation:
 - 5.1 Project Access and Specialty-Juvenile Justice Center, Specialty-Shelter Motel: Homeless Youth Awareness Month (November), and Foster Youth Awareness Month (May).
 - 5.2 Site Based and Site Funded, Specialty-Family Wellness Center, and Specialty-Suicide Prevention: Teen Dating Violence Awareness/ Health Relationship Awareness Month (February) and Mental Health Awareness Month (May).
 - 5.3 The materials created for these events shall be saved in a database and provided to all Social Workers, including site funded Social Workers.
 6. Intake assessment and the applicable intake paperwork shall be completed by each Social Worker when a student is referred to them.
 - 6.1 For Project Access Social Workers and Specialty-Juvenile Justice Center, Shelter and Motel Social Workers:
 - 6.1.1 Project Access Social Workers shall complete initial intake assessments by October 1 each year for all new students assigned to them on the initial summary report within 14 days of the first day of school.
 - 6.1.1.1 A full intake assessment is not required for students identified and served by the Social Worker on the initial summary report from the previous academic school year. For these students, the Social Worker shall conduct a condensed assessment to determine the level of intervention necessary.

These condensed intake assessments shall be completed within the first 45 days of the school year.

- 6.1.2 For students identified as foster/homeless later than the 14 days following the first day of school, Project Access Social Workers shall have 30 days to complete the initial student assessment. New students assigned to a Social Worker will be indicated on the summary report.
 - 6.1.3 Site Based, Site Funded, and Specialty-Family Wellness, and Specialty-Suicide Prevention Social Workers shall have seven (7) school days to complete an intake assessment for all students referred to them on a non-crisis basis.
 - 6.1.4 All Social Workers shall complete intake assessment for students identified as needing crisis intervention as soon as possible.
7. All Clinical School Social Workers are expected to complete documentation reflecting the services rendered to students in a timely manner.
- 7.1 Documentation of services rendered, i.e., risk assessment, Atlas documentation, RELAY, and RELAY ORP, shall be completed within three school days.
 - 7.2 Outcomes Log shall be up to date by the 5th of every month. If the 5th falls on a weekend, then the Outcomes Logs will need to be up to date by the Friday before by 5 pm. Additionally, all Outcomes Logs must be up to date prior to any school break (i.e., Thanksgiving, Winter, Spring, or Summer).
 - 7.2.1 For the duration of this contract, the District is working on designing intervention progress monitoring tools which may replace current log data entry procedures with the goal of merging the Outcomes Log and Atlas documentation procedures.
 - 7.2.2 One PLC meeting a year shall be dedicated to reviewing the logs used to record progress monitoring.

**ARTICLE 23 - JUST CAUSE, DUE PROCESS AND PROGRESSIVE DISCIPLINE BARGAINING UNIT
MEMBERS**

1. Purpose

- 1.1 This article is to establish just cause, due process and progressive discipline for disciplinary action affecting bargaining unit members. These provisions govern discipline for all bargaining unit members and supersede California Education Code Sections 44930, et.seq. to the extent those sections would otherwise be deemed applicable.
- 1.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause". Applicable standards of "just cause" are those promulgated by the American Arbitration Association Department of Education and Training herein included as an addendum to this article. While conformance with such standards is an expectancy during all disciplinary considerations, satisfaction of such standards shall not constitute a "threshold issue" to a full merits review.
- 1.3 The parties endorse the utilization of this Agreement and the contractual grievance and arbitration proceedings. Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
- 1.4 District action to terminate employment remunerated under "Extra Pay for Extra Services" contracts as specified in this Agreement shall not be reviewable under this article unless such termination is for a disciplinable offense.

2. General Provisions:

2.1 Representation:

Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary meetings. The Association and the District shall take reasonable steps to inform employees of this right.

The District will offer an employee, prior to a disciplinary meeting, the opportunity to be accompanied by an Association representative if one is reasonably available, provided, however no claim by an employee or by the union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.

2.2 Right of Rebuttal:

Bargaining unit members shall have the right to rebut any written warning or

reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

2.3 Acknowledgment of Receipt of Documents:

The bargaining unit member shall acknowledge receipt of all documents of a derogatory nature (as defined in Article 42, Section 4) intended for placement in his/her personnel file in the manner set forth in Article 42, "Personnel Files" of this Agreement. Notice may also be documented by utilizing registered mail to transmit true copies of documents to be filed, return receipt requested.

2.4 The content of employee evaluations is not grievable. However, commentary alleging grounds for discipline as defined in this article, if included in such evaluations under Standard 6 (Developing as a Professional Educator), is grievable on the issues of whether just cause exists for such comments, and whether steps 4.1, 4.2, and 4.3 below have been followed.

3. Grounds

Grounds for "progressive discipline" under this article shall consist of the following categories derived from the California Education Code Section 44932:

3.1 Immoral or unprofessional conduct;

3.2 Dishonesty;

3.3 Evident unfitness for service;

3.4 Violation of or refusal to obey the school laws of the State or reasonable regulations prescribed by the governing board of the District;

3.5 Use of alcoholic beverages or other drug abuse which makes the bargaining unit member unfit to instruct or associate with children;

3.6 Conviction of a felony or of any crime involving moral turpitude.

4. Levels of Progressive Discipline:

The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to improve his/her behavior and/or cease unacceptable behavior which may constitute grounds for discipline (Section 3 above). Subject to Section 4.5, administration of disciplinary action shall conform to the following progression:

4.1 Informal Level

The parties believe that disciplinary questions and/or issues are best resolved by means of objective discussion between appropriate administrative personnel and bargaining unit members. This is the first step prior to formal discipline. Informal

interventions may include verbal discussions, verbal warnings and/or written memo(s) of concern. Support and directives may include verbal coaching, modeling, observations and/or a plan for improvement. Documentation at the informal level may include emails summarizing a verbal warning and/or a memorandum of concern. Specific informal warnings cannot be escalated to a formal written warning unless the same infraction is repeated.

4.2 Written Warnings

Written warnings issued to the bargaining unit member constitute the first level of formal discipline. Written warnings may be issued when efforts at the informal level (discussion(s) and/or memo(s) of concern) do not result in satisfactory correction of the unit member's behavior. The dates of discussion(s) and memo(s) of concern are to be attached to the written warning.

4.2.1 Informal interventions, memo(s) of concern and written warnings shall not be part of the personnel file unless they are attached as support for written reprimands or a higher level of formal discipline.

4.3 Written Reprimand

Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.

4.4 Suspensions Without Pay

A second written reprimand for placement into the bargaining unit member's personnel file, which may include a written notice of suspensions without pay [not to exceed fifteen (15) working days], shall constitute the third level of formal discipline. The District must append to the reprimand/notice of suspension any prior written warnings and/or reprimands which are to be relied upon for any purpose.

4.5 While progressive discipline levels may not be bypassed arbitrarily or capriciously, nothing in the Article shall preclude full or partial bypass of such levels for serious misconduct of such a critical nature that, in the evaluation of the arbitrator, it justifies bypassing earlier levels of progressive discipline:

4.5.1 Neither shall the provisions of this Article limit in any manner the District's decision to immediately implement dismissal or suspension (for more than fifteen (15) days) proceedings in accordance with the California Education Code;

4.5.2 If the District attempts to suspend an employee under the Code, and fails, the District is prohibited from attempting to impose any discipline under this article for the same offense;

5. Procedures and Sequence Governing Implementation of Formal Discipline:

- 5.1 Informal level progressive discipline is intended to correct the behavior(s). If interventions at the informal level do not resolve the matter and the issues persist/continue/are repeated, within fifteen (15) working days after the circumstances/facts were known or should have been known, the unit member shall be provided with *formal progressive discipline consisting of one or more of the following*: a written warning, reprimand and/or a Statement of Concern, as applicable, along with pertinent facts giving rise to such charges.
- 5.2 After receipt of a written warning, reprimand and/or a Statement of Charges, the bargaining unit member shall have ten (10) working days to request via writing or email an opportunity to meet with the immediate supervisor or designee to review the written warning, reprimand and/or a Statement of Charges, to obtain clarification and/or present a response. The bargaining unit member may seek an additional extension of 5 working days to present a response.
- 5.3 The supervisor shall then have ten (10) working days to consider the matter and transmit a final written decision to the bargaining unit member as to whether the discipline will be upheld or withdrawn, and a copy of the disciplinary document, if discipline is upheld.
- 5.4 Bargaining unit members shall then have the right to generate full review of formal discipline documents by initiating a grievance at Level II of the Grievance Procedure Article 19. From that point on, review will occur in conformance with the timelines and procedures delineated in the Grievance Procedure. Review of written warnings terminates at the close of Level III of the Grievance Procedure. If such warnings are subsequently attached to reprimands, (with or without suspensions), they are subject to full grievance review (through Level IV) with the reprimand/suspension.
- 5.5 Formal discipline will be implemented as follows:
 - 5.5.1 Written warnings and reprimands (with or without suspensions) will not be placed in a bargaining unit members personnel file until exhaustion of Level III of the Grievance Procedure unless the bargaining unit member has not caused grievance review.
 - 5.5.2 Suspensions without pay shall be limited to fifteen (15) working days and shall not be implemented prior to exhaustion of the grievance process on the matter unless the bargaining unit member has not caused grievance review.
- 5.6 Sealing Adverse Documentation:

Upon request of a bargaining unit member formal discipline documents in a bargaining unit member's personnel file shall be sealed if, during the two-year period following the date of the document, the bargaining unit member was not

formally reprimanded or suspended and no warning letters for similar misconduct have been issued.

5.6.1 Testimony shall not be given, or evidence shall not be introduced relating to matters that occurred more than four years before the date of the filing of the adverse documentation, except as provided in the Education Code.

5.7 Protocol:

The parties agree that in processing disciplinary matters under this Article, all parties involved shall endeavor to collectively establish procedures that are fair, thorough, and that allow for objective assessment of the facts and circumstances giving rise to the proposed disciplinary action. Accordingly, all parties involved will:

5.7.1 Fully and in good faith disclose all known facts, circumstances and evidence pertinent to the relevant issues; and

5.7.2 At all times maintain appropriate confidentiality, demonstrate proper interpersonal behavior, and communicate in an objective manner.

5.8 Understanding of Interpretation and Administration:

The Association and the District agree that the "Bargaining Unit Members' Just Cause, Due Process and Progressive Discipline" Article 21 should be interpreted and administered consistent with the following understanding:

5.8.1 That procedures and/or evidentiary documentation relevant to statutory dismissal proceedings are separate from the ". . . Progressive Discipline" Article. This does not imply license for the District to arbitrarily or capriciously ignore contractual provisions.

5.8.2 That the clause "reasonable regulations prescribed by the governing board of the District" (in the ". . . Progressive Discipline" Article, Section 3.4.) includes such regulations contained in the provisions of the Collective Bargaining Agreement.

5.8.3 That documents sealed in personnel files in accordance with this Agreement will be sealed in envelopes and stored in a strictly confidential manner and placed in the personnel file. Access shall be limited to the Superintendent's designee only for possible use in dismissal proceedings or in response to an official order. Arbitrators findings concerning allegations in such documents shall be attached to the documents.

5.9 Documentation

5.9.1 The District may use documentation models (such as FRISK – Facts, Rules, Impact, Suggestions and Knowledge) for disciplinary actions.

6. Reference to Adverse Documentation in Evaluations
 - 6.1 Adverse documentation issued within the prior two years of the current evaluation cycle shall only be referenced in a formative or summative evaluation when related to areas of improvement/deficiencies identified in the current evaluation cycle.
 - 6.2 Adverse documentation issued more than two years prior to the current evaluation cycle shall not be referenced in a formative or summative evaluation in the current evaluation cycle unless there is evidence of a continuing pattern of needed improvement.

ADDENDUM:

**AMERICAN ARBITRATION ASSOCIATION'S TESTS APPLICABLE FOR
LEARNING WHETHER EMPLOYER HAD JUST AND PROPER CAUSE FOR
DISCIPLINING AN EMPLOYEE**

Few, if any, union-management agreements contain a definition of "just cause". Nevertheless, over the years the opinions of arbitrators in innumerable discipline cases have established a sort of "common law" definition thereof. This definition consists of a set of guidelines or criteria that are to be applied to the facts of any one case. These criteria are set forth below in the form of questions.

A "no" answer to one or more of the following questions normally signifies that just and proper cause did not exist. In other words, a "no" means that the employer's disciplinary decisions contained one or more elements of arbitrary, capricious, unreasonable, and/or discriminatory action to such an extent that said decision constituted an abuse of managerial discretion warranting the arbitrator to substitute his or her judgment for that of the employer.

The answers to the questions in any particular case are to be found in the evidence presented to the arbitrator at the hearing thereon. Frequently, of course, the facts are such that the guidelines cannot be applied with slide rule precision.

THE QUESTIONS

7. Did the agency give the employee forewarning or foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?

NOTE A - Forewarning or foreknowledge may properly have been given orally by management or in writing through the medium of typed or printed sheets or books of shop rules and penalties for violation thereof.

NOTE B - There must have been actual oral or written communication of the rules and penalties to the employee.

NOTE C - A finding of lack of such communication does not in all cases require a "no" answer to Question Number One. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the company or of fellow

employees, are so serious that any employee in the industrial society may properly be expected to know already that such conduct is offensive and heavily punishable.

NOTE D - Absent any contractual prohibition or restriction, the agency has the right unilaterally to promulgate reasonable rules and issue reasonable orders; and same need not have been negotiated with the union.

8. Was the agency's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?

NOTE - If an employee believes that the rule or order is unreasonable, s/he must nevertheless obey it (in which case s/he may file a grievance there over) unless s/he sincerely feels that to obey the rule or order would seriously and immediately jeopardize his or her personal safety and/or integrity. Given a firm finding to the latter effect, the employee may properly be said to have had justification for his or her disobedience.

9. Did the agency, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?

NOTE A - The agency's investigation must normally be made before its disciplinary decision. If the company fails to do so, its failure may not normally be excused on the grounds that the employee will get his or her day in court through the grievance procedure after the exaction of discipline. By that time, it is generally conceded that there has been too much hardening of positions.

NOTE B - There may, of course, be circumstances under which management must react immediately to the employee's behavior. In such cases, the normally proper action is to suspend the employee pending investigation, with the understanding that: (a) The final disciplinary decision will be made after the investigation and (b) If the employee is found innocent after the investigation, s/he will be restored to his or her job with full pay for time lost.

10. Was the agency's investigation conducted fairly and objectively?

NOTE - At said investigation, the management official may be both "prosecutor" and "judge", but s/he may not also be a witness against the employee.

11. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

NOTE - It is not required that the evidence be preponderant, conclusive or "beyond reasonable doubt". But the evidence must be truly substantial and not flimsy or slight.

12. Has the agency applied its rules, orders and penalties even-handedly and without discrimination to all employees?

NOTE A - A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.

NOTE B - If the agency has been lax in enforcing its rules and orders and decides henceforth to apply them rigorously, the agency may avoid a finding of discrimination by telling all employees in advance of its intent to enforce hereafter all rules as written.

13. Was the degree of discipline administered by the agency in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the agency?

NOTE A - A trivial proven offense does not merit harsh discipline unless the employee has properly been found guilty of the same offenses a number of times in the past. (There is no rule as to what number of previous offenses constitutes a "good", a "fair", or a "bad" record. Reasonable judgment thereon must be used.)

NOTE B - An employee's record of previous offenses may never be used to discover whether s/he was guilty of the immediate or most recent offense. The only proper use of his or her record is to help determine the severity of discipline once s/he has properly been found guilty of the immediate offense.

NOTE C - Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for said offense. Thus, if employee A's record is significantly better than those of employees B, C and D, the agency may properly give a lighter punishment than it gives the others for the same offense, and this does not constitute true discrimination.

ARTICLE 24 - LEAVE OF ABSENCE

1. Travel Leave: Leave of absence may be granted for travel for educational purposes in accordance with the provisions of the Education Code.
2. Personal/Study Leave: Leave of absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon the recommendation of the Superintendent. If recommended by the Superintendent, one additional year of leave may be granted. Upon expiration of the second year of leave, an employee must return to duty within the Fresno Unified School District or submit his/her resignation. Exceptions will be considered by the Board upon the recommendation of the Superintendent.
3. Special Leave to Serve in State Legislature: Leave of absence shall be granted to a bargaining unit member who is an elected member of the State Legislature.
4. Requests for Leave: Requests for leave of absence should be filed prior to March 1 preceding the year for which absence is requested, except in cases of emergency or pregnancy leave. All requests should be filed on the prescribed forms approved and provided by the Superintendent.
5. Terms of Leave: Persons granted leave shall be required to abide by the terms under which the leave was granted by the Board of Education.
6. Physical Examination After Leave: Persons returning from a leave of absence of one year or more are required to pass a satisfactory physical examination (including chest x-ray) and file a certificate of same with the Superintendent of Schools.
7. Part-time leaves may be granted for study or personal leaves.
8. Bargaining unit members on leave without compensation may maintain fringe benefits coverage at their own expense. This shall not be construed so as to apply to bargaining unit members on part-time leaves of 50% or less.

ARTICLE 25 - ACCIDENT OR ILLNESS, LEAVE OF ABSENCE

1. Leave of absence may be granted to a bargaining unit member who is compelled to absent himself/herself from his/her duties because of accident or illness, whether or not the cause of absence arises out of and in the course of the employment of the bargaining unit member, or because of quarantine which results from his/her contact with other persons having a contagious disease, or because of temporary inability to perform the services required of him/her because of illness, accident or quarantine.
2. Such leave shall be without compensation, when in excess of regularly accrued benefits.

ARTICLE 26 - ADOPTION LEAVE

A bargaining unit member, upon receipt of notification of adoption shall be allowed to utilize accrued sick leave and sub-deduct days for adoption leave for a period of adjustment within the family unit. The unit member shall notify their supervisor of intent to implement this benefit. The notice shall include the beginning and ending dates for the leave. Leave pursuant to this section shall not exceed 20 working days. This provision is limited to only one bargaining unit member of a family for each adoption.

ARTICLE 27 - BEREAVEMENT LEAVE

1. Every bargaining unit member is entitled to leave of absence, not to exceed five (5) days on account of the death of any member of the employee's immediate family.
2. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Governing Board of the District.
3. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the employee. Members of the immediate family, as used in this section, shall be extended to include stepmother, stepfather and stepchild of the bargaining unit member, or of the spouse of the bargaining unit member.

In cases of death of members of the family not included as "members of the immediate family," see the Leave in Cases of Personal Necessity Article of this Agreement.

ARTICLE 28 - LEGAL COMMITMENTS AND TRANSACTIONS LEAVES OF ABSENCE

1. In the event that bargaining unit members should be summoned to appear for jury duty or as a witness to court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the bargaining unit member, the District shall grant leaves of absence to bargaining unit members under the above conditions, and the employee shall reimburse the District any amount he/she receives for jury or witness fees, up to the amount of the employee's daily rate of pay for the period of absence. The bargaining unit member shall retain any amount he/she receives for mileage/travel expenses.
2. In order to implement the preparation of proper employee attendance records and salary payments, bargaining unit members shall:
 - 2.1 Immediately, upon return to duty, submit an appropriate absence slip showing dates of absence and reason for absence, i.e., "Jury duty or witness duty".
 - 2.2 In view of the fact that bargaining unit members receive full salary while on leave as prescribed in paragraph 1 above, bargaining unit members shall send to the Payroll Office their check for jury or witness fees. The check should be endorsed "Pay to the order of Fresno Unified School District". Normally, the check also includes a mileage allowance, and the mileage allowance will be returned to the bargaining unit member.

If the jury or witness duty should occur outside the bargaining unit member's normal duty period, the above procedure does not apply. No absence form would be required and the full amount of the jury or witness fees shall be retained by the bargaining unit member.

ARTICLE 29 - PARENTAL LEAVE OF ABSENCE

1. Differential Parental Leave of Absence
 - 1.1 Effective January 1, 2017, each bargaining unit member shall maintain eligibility for parental leave, as allowable pursuant to the Education Code, including members who are a couple, and both are employed with the District as certificated employees.
2. A parental leave of absence without pay shall be granted to a bargaining unit member for the purpose of childbearing and/or child rearing as follows:
 - 2.1 A bargaining unit member who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment through her pregnancy as long as she is able to properly perform her required functions.
 - 2.2 Any bargaining unit member shall be entitled, upon request, to a one (1) year parental leave of absence to begin any time after the birth of her child, or after receiving de facto and/or de jure custody of any infant child [i.e. three (3) years of age or less] or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
 - 2.3 Bargaining unit members who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally handicapped children shall, upon request, be entitled to annually renew their parental leave of absence until such time as such children are eligible to enter public school, or, for children legally ineligible to enter public school, until such time as they would be able to attend public school if they were eligible. There shall be a maximum of four (4) renewals allowed under this provision.
 - 2.4 If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of 1.2 and 1.3 above shall be applied for bargaining unit members eligible under those provisions to care for said child.
3. Notification of Return to Active Employment:
 - 3.1 If any bargaining unit member who has been on parental leave less than two (2) semesters notifies the Superintendent of his or her desire to terminate his/her leave

and to return to active employment within sixty (60) days after the termination of pregnancy

for any reason, the acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said bargaining unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if a bargaining unit member who has been on leave for ninety (90) days or more gives such notice after

April 30, the District may continue the parental leave until the commencement of the next school year. Upon his or her return, said bargaining unit member shall be entitled to all benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay, provided that the leave has not exceeded two (2) semesters.

- 3.2 If a bargaining unit member who has been on parental leave more than two (2) semesters notifies the Superintendent of his or her desire to return to active employment after the expiration of the aforesaid sixty (60) day period, but within forty-eight (48) months after the commencement of the leave (provision 1.3 of this article), said bargaining unit member shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one (1) bargaining unit member has given notice pursuant to this paragraph, the bargaining unit member who gave such notice at the earliest date shall be assigned to the position in question. Upon his or her return, said bargaining unit member shall be entitled to all other benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay.
- 3.3 While on parental leave, a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the State Teachers Retirement System is subject to that agency's eligibility requirements.
- 3.4 All assignment rights for persons returning from parental leave shall be subject to the then-existent District provisions for assignment and transfer.
4. A bargaining unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of fact that she/he is on such leave of absence.

ARTICLE 30 - PEACE CORPS SPECIAL LEAVE

1. A Peace Corps leave of absence shall be granted to permit a bargaining unit member to accept an appointment to serve in the Peace Corps. Formal request for a Peace Corps leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.
2. Length of Leave: Leaves for service in the Peace Corps shall be considered for a period not to exceed two (2) years.
3. Effect on Benefits:
 - 3.1 Step advance:

When acceptable evidence of satisfactory Peace Corps service is presented, credit will be granted in the same manner as military service credit.
 - 3.2 Retirement:

Service on a Peace Corps leave is not creditable for retirement purposes, and no retirement contributions are required.
 - 3.3 Sabbatical:

Time spent on a Peace Corps leave will not count for sabbatical service requirement. It will not, however, break the continuity of service.
 - 3.4 Other:

No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps leave.
4. Notice Procedure: After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.

ARTICLE 31 - PERSONAL BUSINESS LEAVE, USE OF SICK LEAVE

With prior notification to the supervisor, a unit member may use a maximum of two (2) days of personal business leave to be charged against the accumulated sick leave of the unit member. The days are to be part of the total of ten (10) days allowed pursuant to Article 30, Personal Necessity Leave. A request for a substitute must be made to the Division of Human Resources/Labor Relations as soon as possible [preferably at least ten (10) days in advance]. The Division of Human Resources/Labor Relations will confirm the request. Supervisors may request that the Division of Human Resources/Labor Relations deny the leave on the basis that a condition exists under which it is a necessity that the social worker be on duty on that specific day.

ARTICLE 32 - PERSONAL NECESSITY, USE OF SICK LEAVE

1. Any days of leave of absence for illness or injury allowed for sick leave may be used by the bargaining unit member, at his/her election, upon prior approval, in cases of personal necessity or personal business leave. Leave taken pursuant to this article shall be for an activity that cannot normally be taken care of after the regularly scheduled Duty Day.
2. A maximum of ten (10) days of accumulated leave may be used in any school year for personal necessity. Three (3) of these days may be used to observe recognized religious holidays according to personal convictions. In order for it to be considered a recognized religious holiday, there must be an established observance during the day that would conflict with a bargaining unit member's regular workday.
3. Reasons which shall be considered as a personal emergency or necessity under these rules and regulations are limited to:
 - 3.1 Death of a member of the immediate family. The "immediate family" as used in this section means the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member, or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law, niece or nephew of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member. Members of the immediate family as used in this section shall be extended to include stepmother, stepfather and stepchild of the bargaining unit member or of the bargaining unit member's spouse. This applies after Bereavement Leave has been used. (See "Bereavement Leave" article of this Agreement.)
 - 3.2 Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in 3.1 above. ("Close relatives" would include uncles, aunts and cousins.) Emergency leave may also be granted for the funeral of a non-relative living in the immediate household.
 - 3.3 Accident involving his/her personal property or the person or property of a member of his/her immediate family as defined in 3.1 above, and of such emergency nature that the immediate presence of the bargaining unit member is required during his/her assigned hours of service.
 - 3.4 Appearance in court as a litigant.
 - 3.5 An illness or an unusual circumstance involving a member of the bargaining unit member's immediate family as defined in 3.1 above, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit member during

his/her assigned hours of service. (In addition to this leave a member may take an additional six (6) days as permitted by Labor Code Section 233.)

- 3.6 The birth of a child making it necessary for a bargaining unit member who is the father of the child to be absent from his position during the assigned hours of service.
- 3.7 To the extent allowed by law, parents may take up to four hours leave for involvement in activities at their child's school.
4. Bargaining unit members notify their immediate supervisor and clerical staff via email as soon as possible and submit for planned time off in Lawson. Supervisors will verify the eligibility of the request for necessity leave and will make the appropriate recommendation. A copy of the request form, with the supervisor's recommendation and comments, will be returned to the bargaining unit member.
5. Advance permission must be obtained for personal leave except that the bargaining unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
 - 5.1 Death or serious illness of a member of his/her immediate family
 - 5.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family
 - 5.3 However, bargaining unit members must input their absence on Lawson upon their date of return.

ARTICLE 33 - PREGNANCY/ DISABILITY LEAVE

1. A pregnant bargaining unit member who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:
 - 1.1 Sick leave shall apply only to those days of absence during which the bargaining unit member is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.
 - 1.2 The District may require the bargaining unit member to file a physician's verification which clearly states the bargaining unit member was incapable of meeting her normal work assignment.
 - 1.3 Within seven (7) calendar days after the termination of the leave, the bargaining unit member shall submit a physician's written health evaluation including the reasons the bargaining unit member was disabled during the period of absence. The District may require additional physician statements or reevaluation of the bargaining unit member by her physician. (Any additional statements required shall be at District expense.)

ARTICLE 34 - SICK LEAVE

1. Eligibility Requirements:

- 1.1 Pursuant to the provisions of Education Code Section 44978, every bargaining unit member employed on a full-time, five-days-a-week basis shall be entitled to ten (10) days leave of absence for illness or injury per school year without loss of pay.
- 1.2 All bargaining unit members employed for less than full-time service shall be entitled to the proportion of ten (10) days sick leave as the percentage of duty time served bears to full-time service.

2. Payment Procedures:

- 2.1 Pay for any day of such absence shall be the same as the pay which would have been received had the bargaining unit member served during the day.
- 2.2 Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the school year.
- 2.3 If such bargaining unit member does not take the full amount of leave allowed in any school year under this regulation, the amount not taken shall be accumulated from year to year.
- 2.4 No deduction from the salary shall be made until all accumulated sick leave has been used.

3. Substitute Differential Salary:

- 3.1 Pursuant to the provisions of Education Code Section 44977, when a person employed in a position requiring certification qualifications is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- 3.2 No deduction from the salary shall be made until all accumulated sick leave has been used.

4. Catastrophic Leave Program

The purpose of the voluntary catastrophic leave program is to permit bargaining unit

members to donate eligible sick leave credits to a bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury and has exhausted all paid leave. This program only provides for receipt of sick leave credits as are donated and does not provide for an absolute right of continued paid leave.

4.1 Definition of Catastrophic Illness/Injury

In order to be considered catastrophically ill or injured within the context of this program, a bargaining unit member must meet all of the following conditions:

- 4.1.1 The bargaining unit member has sustained a serious illness or injury; and/or the bargaining unit member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent child, or spouse, due to their personal serious health condition.
- 4.1.2 Such illness or injury is expected to incapacitate the bargaining unit member and prevent the bargaining unit member from returning to work for at least 30 days; and
- 4.1.3 The bargaining unit member has already exhausted all available paid sick leave including sub differential leave and other paid time off.

4.2 Eligibility for Receipt of Transfers of Sick Leave

Any bargaining unit member who is eligible to accumulate and use sick leave may receive transfers of sick leave credits, if the bargaining unit member has been found to meet the definition of catastrophically ill or injured. The recipient must apply for sick leave transfer usage and such application shall include medical reports certifying the nature of the illness/injury. During any fiscal year (July 1 through June 30), a recipient shall not receive more than:

- 4.2.1 Bargaining unit members whose pay is based upon a daily rate, 100 days;
- 4.2.2 Bargaining unit members whose pay is based upon an hourly rate, 700 hours.

4.3 Eligibility to Transfer Sick Leave

Any active duty bargaining unit member who is not catastrophically ill/injured and who is eligible to earn and use sick leave may transfer sick leave to another bargaining unit member subject to the following conditions:

- 4.3.1 The transferring bargaining unit member must retain a minimum of 8 days for daily-rate bargaining unit members or 64 hours for hourly-rate bargaining unit members of sick leave for his/her own personal use;
- 4.3.2 Transfers must be a minimum of an employee's total workday hours and in hour increments thereafter (for purposes of this program only, the

bargaining unit member work day shall be considered to be equivalent to 8 hours);

- 4.3.3 All transfers are irrevocable;
- 4.3.4 The transferring bargaining unit member may transfer a maximum of 5 days for daily-rate bargaining unit members and 40 hours for hourly-rate bargaining unit members per year; and
- 4.3.5 Neither the transferring bargaining unit member nor the designated recipient may be in violation of subsection I.

4.4 Irrevocable Transfer

Transfer of sick leave is irrevocable. Transfer is defined as the actual use of one bargaining unit member's sick leave by a bargaining unit member who has been declared eligible under the catastrophic leave program. If the catastrophically ill or injured bargaining unit member returns to work or otherwise does not actually use an intended donation, that "transfer" did not occur the days are returned to the bargaining unit member making the donation.

4.5 Use of Eligible Leave First

Should the recipient of sick leave transfer accrue any other leave credits as a result of receiving the transferred leave, such credits will be used prior to the use of additional transferred leave credits thereby continuing to exhaust any accruals.

4.6 Procedure For Application For Catastrophic Illness Status

- 4.6.1 A bargaining unit member must complete a prescribed application form and return it to the Human Resources/Labor Relations Department together with supporting medical documentation. Applications shall be available in sufficient quantities at work sites.
- 4.6.2 The Human Resources/Labor Relations Department shall review these materials to render the decision as to whether or not the illness/injury meets the definition of catastrophic illness/injury in subsection 4. The Human Resources/Relations Department may seek additional documentation and/or ask the applicant to submit to examination by a physician that it designates to determine in fact that the applicant does suffer from a catastrophic illness/injury within the meaning of these rules. A bargaining unit member's failure to comply with these requirements may be grounds for rejection of the application
- 4.6.3 In order to continue to qualify as catastrophically ill/injured, a bargaining unit member who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation of current medical status as is necessary; provided,

however, that such requests shall not be made for the purpose of harassing said bargaining unit member.

- 4.6.4 If a bargaining unit member is determined not to be catastrophically ill/injured, the bargaining unit member shall have the right to appeal the decision to the Board of Education. The Human Resources/Labor Relations Department will automatically provide the bargaining unit member with the written reasons for denial and the procedure for appeal.

4.7 Posting of Eligible Recipients

- 4.7.1 The Human Resources/Labor Relations Department shall assign an exclusive number to each catastrophically ill/injured bargaining unit member deemed eligible to receive sick leave transfer under this program;
- 4.7.2 The Human Resources/Labor Relations Department shall maintain a running list of catastrophically ill/injured bargaining unit members, to be identified only by their special numbers, in order to let transferring bargaining unit members designate their recipient;
- 4.7.3 In all cases, the Human Resources/Labor Relations Department and its designees shall shield and protect the identities of catastrophically ill/injured bargaining unit members and the right of employees/ workers to confidentiality protection; and
- 4.7.4 Eligible recipients may identify themselves with the case number if they choose so that donors will have the information for designating a recipient.

4.8 Receipt of Transferred Sick Leave Credits by Catastrophically Ill Bargaining Unit Members

- 4.8.1 Bargaining unit members wishing to donate sick leave shall complete a donation form designating the case number of the catastrophically ill/injured bargaining unit member and the number of days/hours they intend to donate.
- 4.8.2 The Human Resources/Labor Relations Department shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the donor. The list of intended donors as well as the list of actual donors will remain confidential information of the Human Resources/Labor Relations Department and the Payroll Department.
- 4.8.3 The Human Resources/Labor Relations Department will request from Payroll an accounting of the amount of sick leave credit needed by a catastrophically ill/injured bargaining unit member to enable them to have a full paycheck after all other leave has been used in a given pay period. Human Resources/Labor Relations Department will then start at the top of

the list of donors and stop when enough hours have been accumulated for that pay period. Payroll will be notified to transfer the sick leave from the donors to the recipient. The process will continue with each new pay period until the individual returns, reaches the maximum in days/hours within fiscal year, or otherwise relinquishes his/her eligibility.

- 4.8.4 All hours transferred shall be credited as sick leave for the receiving bargaining unit member. As they are used, they shall be treated as use of the of the bargaining unit members own sick leave for all purposes including, continued accrual of vacation credits, sick leave, retirement service; service for pay increments; eligibility of holiday pay.
- 4.8.5 At the beginning of each pay period, a catastrophically ill/injured bargaining unit member must use all sick leave and vacation credits accrued during previous pay period before hours will be transferred.
- 4.8.6 A bargaining unit member who has been determined catastrophically ill/injured may use transferred hours from the date of certification of eligibility back to the date of application.
- 4.8.7 A receiving bargaining unit member may use transferred credits in a pay period to the extent that when combined with other compensation from the District and all other benefits from public sources, the total does not exceed the pay for 100% of the bargaining unit member's regularly scheduled hours for such pay period (excluding regularly scheduled overtime and premium pay). A receiving bargaining unit member may be required to provide financial records to prove compliance with this subsection. Failure to provide such records is grounds for exclusion from eligibility to receive sick leave transfers pursuant to this program.
- 4.8.8 The maximum amount of sick leave that can be transferred to an bargaining unit member for any single catastrophic illness/ injury is 75 days for daily-rate bargaining unit members and 600 hours for hourly-rate bargaining unit members.

4.9 No Selling or Coercion

No individual shall directly or indirectly solicit the receipt of, or accept, any compensation in full or partial exchange directly or indirectly, for sick leave credits to be transferred pursuant to this program.

No individual shall solicit the receipt of, or accept, the transfer of any sick leave pursuant to this section in full or partial exchange, directly or indirectly, for any compensation.

No individual shall threaten or in any way attempt to coerce an bargaining unit member with respect to transfer of sick leave pursuant to this program.

ARTICLE 35 - STUDY LEAVE

1. Leave of absence may be granted to bargaining unit members for study in residence in accordance with the following provisions:
 - 1.1 Such leaves shall be without compensation;
 - 1.2 Study leaves shall be granted for no more than one year at a time. If recommended by the Superintendent, an additional year may be granted.
 - 1.3 Bargaining unit members must complete at least six units during the year of study leave in order to maintain eligibility for annual service increments. For part-time study leaves or full time study leaves shorter than a school year in duration, the number of units required shall be equitably prorated.

ARTICLE 36 - UNAUTHORIZED LEAVE OF ABSENCE

1. Unauthorized leave is defined as absence from regularly assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, nonattendance at required meetings and failure to perform assigned supervisory functions at school-sponsored activities.
2. Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.
3. The Superintendent or the supervisor of the bargaining unit member may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the bargaining unit member's claim for absence. Such verification shall be made within five (5) days of the absence.

ARTICLE 37 - MILEAGE ALLOWANCE

1. Unit members who are required to use their personal automobile in order to carry out their regularly assigned duties, or for other District-approved travel, shall be reimbursed at the maximum allowable rate established by the Internal Revenue Service.
 - 1.1 "Regularly assigned duties" travel shall include:
 - 1.1.1 Travel between work sites for unit members whose regular assignments specifically require such travel
 - 1.1.2 Travel by unit members whose assigned duties specifically involve transporting of supplies, equipment or food
 - 1.1.3 Travel required of unit members whose assigned duties specifically involve frequent visitations to students' homes
 - 1.1.4 Travel required of unit members whose assigned duties specifically require transportation of students.
 - 1.2 "Other District-approved" travel shall be that out-of-District travel required by the District of the unit member for which it suits the convenience of the District to pay a mileage allowance rather than providing other means of transportation.
2. The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month. Such rates shall be established by multiplying the monthly mileage totals by the appropriate mileage allowance.

ARTICLE 38 - NEGOTIATIONS PROCEDURE

1. On April 15 or the week thereafter of the calendar year in which this Agreement expires, both parties shall begin to meet and negotiate in good faith on negotiable items for the following budget year. Any agreement reached between the parties shall be reduced to writing and signed by them.
2. The Board of Education and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives or committees.
3. Negotiations shall take place at mutually agreeable times and places.
4. Either party may request relevant reports from the other party.
5. As soon as available, the Board of Education shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.
6. The District shall furnish the Association with requested public information that is necessary to the Association in order to fulfill its role as exclusive representative. The District may levy a reasonable charge for such materials.

ARTICLE 39 - NON-DISCRIMINATION

1. The Board of Education 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, marital status (in hiring), 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 40 - PERSONNEL FILES

1. The District shall maintain bargaining unit members' personnel files at the District's Central Office.
2. The person or persons who draft and/or place material relevant to the assessment of performance in a bargaining unit member's personnel file shall sign the material and signify the date on which such material was drafted. Such material must be placed in the bargaining unit member's personnel file within a reasonable time after the circumstances giving rise to the material were known.
3. Access to personnel files shall be limited to the members of management on a regular, need-to-know basis, and any inspection or review of a unit member's file shall be recorded on a form developed for that purpose which will include the name, position, date, and reason for such inspection or review. The form shall become a part of the file. Board of Education members may request the review of a bargaining unit member'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, except material mentioned in paragraph "6." below, shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. The bargaining unit member shall be obligated to attend a conference called for such purpose by an administrator having line authority over such bargaining unit member. The bargaining unit member shall have the right to representation during such conference. The bargaining unit member shall acknowledge he/she has received a copy for his/her personal retention by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that a bargaining unit member refuses to affix his/her signature to the documents, a statement to this effect, together with that of a witness, may be attached to the document by the administrator or designee in charge of the safekeeping of the file. A bargaining unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

Such review shall take place during normal business hours, and the bargaining unit member shall be released from duty for this purpose without salary reduction. Duty, for purposes of this paragraph, is intended to be limited to those hours when the bargaining unit member would otherwise be engaged in non-teaching duties.

5. Each bargaining unit member shall have the right to review the contents of his/her own personnel file. A representative of the bargaining unit member's choosing may accompany

the bargaining unit member in this review. The bargaining unit member's representative may review the bargaining unit member's personnel file (except for privileged information referred to in paragraph "6." of this article) in the absence of the bargaining unit member, provided that the bargaining unit member has authorized, in writing, the review, and provided that such authorization is given to the administrator or designee responsible for the safekeeping of the file. Photocopies of documents shall be provided to the bargaining unit member or the bargaining unit member's representative for an amount equal to the cost of reproduction. The bargaining unit member's review of such information shall take place during the normal working day of the Division of Human Resources/Labor Relations.

6. Privileged information such as confidential placement bureau papers and confidential statements submitted as part of application procedures, including rating reports of records which (1) were obtained prior to the employment of the person, involved (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination, is specifically exempted from review. The administrator or designee shall remove such confidential documents from the file prior to a review of the file as described.
7. In the event derogatory charges against a bargaining unit member are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.
8. Allegations or derogatory material treated in the "Employee Discipline" article are appropriately entered into the personnel file as delineated in "Employee Discipline."

ARTICLE 41 - RECOGNITION

Effective April 26, 2021, the District confirms its recognition of the Association as the exclusive representative for that unit of employees 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:

Clinical School Social Workers

School Social Workers

and excluding all confidential, part-time (not regular employees) and temporary, casual employees.

ARTICLE 42 - 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 or application be deemed invalid, as described in paragraph "1." above, the Board of Education shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 43 - 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.
2. Reduction or elimination of bargaining unit member benefits contained within this Agreement by amendment or repeal of existing California or Federal law shall obligate the District, upon Association request, to meet and negotiate for the purpose of considering other similar benefits in compensation for only those benefits lost.
3. Benefits as described in this article shall refer to those benefits in this Agreement which come under the scope of bargaining as delineated in California Law, Government Code 53200.

ARTICLE 44 - TERM

1. This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025.
2. 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.
3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation. Further, both agree that development and implementation of reasonable and effective measures to control to cost of this program without reducing benefit levels are in their mutual best interest.
4. For the 2022-2025 school years, either party by mutual agreement may reopen on salary and two (2) additional non-economic Articles to be chosen by each party by delivering its reopener proposal to the other party no later than June 1 of each year.