

PACKAGE PROPOSAL NO. 2
from
FRESNO UNIFIED SCHOOL DISTRICT
To the
FRESNO TEACHERS ASSOCIATION

October 13, 2023

The following is package proposal from the Fresno Unified School District ("District") to the Fresno Teachers Association ("FTA") for the parties' Successor Contract Negotiations for the 2023-2024, 2024-2025 and 2025-2026 school years. This proposal must be accepted in full or rejected in its entirety.

New Article: Creation of District/Association Problem Solving Team

1. District and Association Problem Solving Team

The District and Fresno Teachers Association believe that engaging in the Interest Based Bargaining ("IBB") method is key to creating a collaborative working relationship and rebuilding the trust between Fresno Unified School District and Fresno Teachers Association and hereby establish the Problem Solving Team ("PST") to use the IBB framework in addressing bargaining issues. The PST shall be small in order to facilitate productive conversations in efforts to reach consensus and workable solutions. All PST members shall receive IBB training from the California Teachers Association on or before February 1 of each year of the contract term and shall be facilitated with an experienced and certified IBB facilitator. PST sessions will occur regularly with fidelity on a mutually agreed upon schedule.

The PST shall consist of four members selected by labor and four members selected by the District and must include the Superintendent and the FTA President or their designees. FTA's PST chair shall receive PST chair leave, as set forth for the FTA President's leave in Article 3, for the term of this Agreement. The purpose of the PST is to address working conditions issues as they come up and to develop workable solutions through consensus. Once consensus on an item by the PST is reached, the parties will update the language of the collective bargaining agreement on that item to reflect the consensus agreement. Some of these topics shall include, but shall not be limited to:

1.1 Class size

1.2 Nurse evaluations

1.3 Dual immersion

1.4 Co-design use of PLC time and district-wide PLC training to ensure standardized practice

1.5 Relevant topics for Professional Learning

1.6 Special Education

1.7 District Leadership Team's proposal regarding repurposing unused unrestricted general funds in the 1000 series object line as described in section 2 below.

2. Pilot District Leadership Team Regarding Repurposing Unused Unrestricted General Funds In the 1000 Series Object Line

Starting in the 2024-2025 school year, in or after October following each fiscal year for the duration of this contract, a District Leadership Team, which shall be comprised of 14 total people (2 from each region, 7 Fresno Teachers Association Site Representatives and 7 District Site Leadership), shall together assess 50% of the District's savings from the 1000 series object line from the previous fiscal year. Together, the District Leadership Team shall make a recommendation to the Problem Solving Team regarding the use of the above-described funds. Such recommendations can include one-time off schedule payments, additional contributions to the JHMB health fund, or any other matter within the scope of bargaining. This provision shall not apply if the District's reserves are at or below 3% for the current year.

Article 1 – Adult Education

Modify Article 1 as follows:

6. Classification of adult school teachers shall be as follows:

6.1 Permanent

Thirty five (35) Forty (40) hours per week is a “full time” assignment. Teachers who meet the above criterion and who have completed two consecutive years in a full-time assignment and are in the third consecutive year of a full-time assignment are permanent. As complete school year requires service on 75% of the duty days. (E.C. 44908).

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10. Teaching Hours

10.1 Full-time teachers: The Work Day for full-time classroom teachers shall be as follows:

10.1.1 The Work Day shall be **420 480** minutes.

10.1.2 Instructional time shall be 330 minutes per day (55 minutes of instruction for each clock hour).

10.1.3 Preparation time including breaks shall be 60 minutes per day.

10.1.4 The Work Day includes a 30 minute duty free lunch.

10.1.5 Duty Day: Unit members are required to be on duty at their worksites for 7.0 hours (420 minutes) per day which shall be utilized for student instruction and other professional responsibilities as set forth in section 9 of this Article.

In light of the increased Work Day, modify Schedule D as follows:

SCHEDULE D: Adult Education 185 Days (**7.8** hour workday)

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Career Increment: Career increment of 1.6% each year from the 11th year to the 15th year to a total at the 15th year and thereafter. Years of credited service for career increment purposes shall mean year of full-time service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

The balance of Article 1 and Schedule D shall remain status quo.

Article 5 – Class Size

Modify Article 5 as follows:

Revise Article 5’s preamble to state “The provisions of this Agreement are intended to maintain **general education** class size at a reasonable and equitable level.

1. Staffing Ratios:

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- 1.1.7 Effective ~~July 1, 2019~~ July 1, 2024, elementary teacher may choose between an augmentations aide as set forth in 2.1.3-2.1.5.2, or receive a \$2,000 annual increase, teacher to choose at the end of the first reporting period, for having students over ~~33 students~~ the classroom guidelines provided in 2.1.1 and 2.1.2 starting in September for over 50% of the school year. Overage to be paid at the end of the year.
- 1.1.8 Effective July 1, 2024, all secondary teachers will core, CTE and Visual Arts sections in excess of ~~36 students~~ the classroom guidelines provided in 2.1.3 and 2.1.4 starting in September for over 50% of the school year shall receive \$500 annual increase per section, or an augmentation aide, teacher to choose at the end of the first reporting period. Overage to be paid at the end of the year.

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2. General Education Individual Class Size Guidelines

2.1. The District shall make reasonable effort to maintain individual class sizes at or below the following guidelines based on factors, including, but not limited to, financial constraints, student allocations, class scheduling, instructional and student needs

~~2.1.1 Grades 4-6 34~~

~~2.1.2 Grades 7-12 37~~

2.1.1 Grades K-3 28 for the 2024-2025 school year

27 for the 2025-2026 school year

2.1.2 Grades 4-6 34 for the 2023-2024 school year

32 for the 2024-2025 school year

31 for the 2025-2026 school year

2.1.3 Grades 7-8 37 for the 2023-2024 school year

35 for the 2024-2025 school year

34 for the 2025-2026 school year

2.1.4 Grades 9-12 37 for the 2023-2024 school year

36 for the 2024-2025 school year

35 for the 2025-2026 school year

2.1.4.1 The individual class size guidelines in 2.1.3 and 2.1.4 ~~2.1.2~~ above shall not apply to

Vocal/Instrumental Music, Drama, P.E., and other classes in which maximum participation is encouraged.

2.1.5 The individual class guidelines in sections 2.1.1, ~~and 2.1.2, 2.1.3, and 2.1.4~~ above shall apply after the first thirty (30) instructional days have elapsed for Grades ~~4-6~~ **K-6**, and by the first reporting period for the core curriculum classes (Math, English, Science, Social Studies, and Foreign Language) for Grade 7-12.

2.1.5.1 Within five (5) working days of receiving a written request by affected teacher(s), the Site Administration shall provide a written explanation regarding any classes that exceed the individual class size guidelines as described in sections 2.1.1, ~~and 2.1.2, 2.1.3 and 2.1.4~~ above

2.1.5.2 In grades ~~4-6~~ **K-6**,

...

2.3 The District shall commit to reassigning fifty (50) teachers on special assignment each year in the 2024-2025 and 2025-2026 school years back to the classroom in order to lower District wide class sizes.

Add Article 5, Section 4.8 which states **"This section shall not apply to special education classes. Special education combination classes are addressed in Article 49."**

The balance of Article 5 shall remain status quo.

Article 14 – Duty Year

Modify Article 14 as follows:

1. For the 2010-2011 and 2011-2012 school years: The duty year shall consist of 180 teaching days and two (2) Institute "I" days for a total of 182 Work Days. The purposes for which Institute days may be utilized shall be consistent with past practice.

Upon completion of the 2011-2012 school year, the duty year shall automatically revert to 185 days pursuant to the configuration set forth in the 2007-2010 negotiated agreement, unless agreed to otherwise by the parties in a new negotiated agreement.

2. **Institute Days/Buyback Days (3) at the start of the year: One of the three days prior to the start of the school year shall be teacher directed (site will collaboratively decide which of the three days will be utilized in this manner) and shall be utilized by a teacher in the same manner consistent with their eighth hour outlined in Article 20. The two remaining buyback days during the school year shall be 50% District-directed and 50% teacher-directed.**

The balance of Article 14 shall remain status quo.

Article 18 – Fringe Benefits

Modify Article 18 as follows:

3. Health Fund

3.1 Effective as of July 1, 20**~~17~~23**, ~~in addition pursuant to the Health Fund contribution set forth in 5.1 of this Article~~, the District ~~s shall increase~~ the annual per active employee contribution to the Health Fund ~~for a total amount of \$17,789 is \$21,000. Within 120 from the ratification of this Agreement by both parties, subject to JHMB approval, add maintain 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, 20~~19~~23, the annual per active employee contribution to the Health Fund ~~is \$21,000-\$19,348.~~

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3.2 ~~For the 2015-2016~~ 2023-2024 school year, the District shall increase the annual contribution to the health fund in the amount of three million (\$3,000,000) dollars. For the 2024-2025 and 2025-2026 school years, the District shall increase the annual contribution to the health fund in an amount no less than one million (\$1,000,000) dollars but no more than three million (\$3,000,000) dollars.

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5. Health And Welfare And Compensation

5.1 Effective as of July 1, 2023, the annual per active employee contribution to the Health fund is \$21,000. Commencing with the 2014-15-2024-2025 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."~~

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6. Retiree Benefits - Medical Health Plan

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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: 60-57 and ½

6.1.2.2 Minimum years of service with the District: 25-20

6.1.2.3 Benefit coverage for employee and spouse

6.1.2.4 Benefit coverage to age 65 or age 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)~~ **seven and one half** 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 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to ~~62~~ **59.5**.

6.1.2.5 After age 65 or age of Medicare eligibility if revised by law (see 6.1.2.4.1 above), the District shall provide a Medicare Advantage Plan (MAPPO) currently provided by the District that is comparable to Plan A as secondary to Medicare that the retiree shall pay for at the same rate as an active employee.

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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. **Effective May 1, 2023 suspend the \$10 per month reserve assessment for all Plan Participants.**

The balance of Article 18 shall remain status quo.

Article 20 – Hours-Bargaining Unit Members

Modify Article 20 as follows to clarify the current contract language and to be consistent with existing District practices:

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2.1.7 Supervising **elementary and secondary** students both within and outside the classroom on an equitable basis **as well as additional supervision duties** as delineated elsewhere in this article.

The balance of Article 20 shall remain status quo.

Article 35 – Mileage Allowance

Modify Article 35 as follows:

3. Unit members who provide Home Hospital Instruction (“HHI”) shall be reimbursed for their mileage from school campuses to and between students’ homes and/or hospitals to provide instruction.

The balance of Article 35 shall remain status quo.

Article 36 – Miscellaneous Provisions

Modify Article 36 as follows:

7. For the ~~2015-2016~~ **2024-2025** school year and each subsequent years thereafter, each bargaining unit member will have an additional ~~three hundred fifteen dollars (\$315)~~ **five hundred dollars (\$500)** for supplies and materials to be utilized for services and instruction to students.

The balance of Article 36 shall remain status quo.

Article 49 - Special Education and Health Services

Modify Article 49 as follows:

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2. When assigning unit member workloads, consideration shall include, but not be limited to, student needs, student IEPs, case management, collaboration time, number of students served, service minutes, travel and set-up time between sites and professional responsibilities as set forth in Article 20.

2.1 Elementary RSP schedules will be determined collaboratively between site admin & RSP teacher including any & all changes made throughout the year to address the needs of students with IEPs.

2.2 Adequate time for documentation requirements should be built into Elementary RSP teachers' and DIS employees' 8-hour work day. The supervisor may grant up to two (2) additional substitute days if the supervisor determines that additional time is necessary.

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4. **Release time for unit members to conduct IEP meetings will be made available when it is determined by the case manager, RIM, site admin or their designee that all other options are unavailable.**

4.1 A unit member who attends or conducts an IEP after the 8th hour will be paid at the per diem rate. The administrator who is attends the IEP meeting will approve the IEP continuing past the 8th hour. Forms must be submitted to the school site office manager for payment on an Extra-Time Time Sheet. Site administrator who attends the IEP meeting must approve the Extra-Time Time Sheet.

5. A reasonable effort shall be made to establish special education staffing ratios consistent with the District's staffing practices.

5.1 Beginning August 1, 2024 through July 31, 2027, the District shall reduce all special education combination classes to two grade spans where reasonable in light of student need, District staffing, and facility availability.

5.2 Effective August 1, 2024, the District shall assess every special education combination class each academic quarter. For every special education combination class that contains more than two grade spans on or after the fifth instructional day of every quarter, the teacher of record shall receive a \$1,000 stipend. This stipend shall be cumulative throughout the year, making \$4,000 the annual maximum for teachers with more than two grade spans in their combination class on or after the fifth day of instruction for each quarter.

5.3 Effective August 1, 2024, for every special education class that contains more than two grade spans on or after the fifth instructional day of every quarter, the teacher shall have one (1) additional paraprofessional assigned to the class. This paraprofessional will remain assigned to the class up to or until the class transitions back to two or less grade spans.

6. The parties All IEP Team members acknowledge the importance of constructive dialogue and the respect of professional opinions for all members of the team on all aspects of program delivery when making IEP student-centered decisions (i.e. eligibility, services & program placement).

6.1 SCIA's shall be requested to support specific needs of students. Collaboratively the site administration, the RIM, the School Psychologist and the case manager/teacher, shall discuss the current interventions, recommendations and coaching necessary to support student needs. If, after implementing the agreed upon interventions and supports to determine are inadequate to meet all the needs of the classroom and not draw away from the social/academic instruction/learning. If not, the RIM will submit the request on behalf of the team.

7. The parties agree to enter into a side letter to continue the collaborative work of the Special Education Committee who will make recommendations to the PST. ~~The FTA and District will maintain a Special Education Committee (SpEC) to work collaboratively in addressing special education improvements. The side letter, originally drafted in agreement under the 2016-19 CBA, provides the steps initiated for this committee.~~

~~7.1 SpEC shall continue its joint work in addressing special education improvements. Each party shall have an equal voice on the committee to improve special education services throughout the District. This committee may schedule up to eight (8) meeting times during the regular school year, but may elect to meet as needed when agreed to by both parties. Meetings shall not exceed 3 days for FTA members to be out of the classroom.~~

~~7.2 The SpEC shall be jointly chaired by a representative of the District and FTA. The FTA co-chair shall be nominated by the FTA President and approved by the FTA Board of Directors. The District and FTA shall each assign six (6) members on the SpEC.~~

~~7.3 The SpEC committee 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.~~

8. Special education classroom teachers Unit members serving students with IEPs will be able to utilize the same school site equipment as general education teachers and will be supported with appropriate instructional materials as aligned with the District's adopted curriculum. Such equipment shall be provided consistent with the same process utilized at school sites for all teachers.

8.1 Every reasonable effort will be given to provide equal consideration for DIS and nurses when plan utilization at each school site is determined.

8.2 In situations where Special Education educators share a classroom, each teacher shall have common prep periods with their roommate when feasible or be provided with a designated workspace for their prep period.

8.3 The District recognizes the need to provide adequate confidential space and space for providing student services/assessments to respect student privacy, provide a space for therapeutic and crisis sessions, and to securely store student records. Protocols for prioritizing available space uses at sites shall be shared with the staff at the beginning of each school year starting in the 2024-2025 school year. The plan shall identify available areas on campus for use. The prioritization of space use shall be based upon the hierarchy of student need, utilizing the following categories:

8.3.1 Student 5150 crisis/ Police/CPS interview

8.3.2 Student IEP/504/SST meetings

8.3.3 Student in distress (non-5150/Police/CPS related crisis)

8.3.4 Student assessment

8.3.5 Student services

8.4 Each Special Education teacher and/or DIS provider shall have access to confidential workspaces for conducting IEPs and testing. Confidential spaces may be shared.

8.5 In the event a Special Education Teacher &/or DIS Provider is unable to secure an appropriate workspace at a school site to perform their work, the Special Education teacher and/or DIS Provider will first bring the problem to the attention of the principal and RIM to cooperatively seek a resolution. A resolution shall be provided in no more than 3 workdays.

8.5.1 If no resolution is reached, there will be a meeting convened within 10 work days with the Instructional Superintendent's designees and the principal. District shall secure confidential space within the District.

15. The LEA collaborative committee, which provides input on the reinvestment of funds received under the Medi-Cal billing option program, will include at least two members of each service provider group that provides and bills services under the Medi-Cal billing option program. The reinvestment of funds received under the Medi-Cal billing option program shall be consistent with all legal requirements and shall be used to fund services to students.

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17. By August 1, 2024, the Instructional Superintendent of Special Education or their designee shall ensure that a website is created and regularly maintained specific to special education educators that provide resources/links in one central location. The website will include a list of adopted guaranteed viable curriculum and any available supplementary materials the District recommends for the type of special education environment.

18. District retains the right to assign DIS employees to stationary or itinerant positions based upon student need, site need, program need, District need, and DIS provider experience and skill. The District will provide stationary DIS providers the reason for a change in placement and provide two (2) days to move to a new placement. Sites must consider DIS space needs in creating their space utilization plan.

18.1 The District shall use its best efforts to staff DIS disciplines with District staff, but reserves the right to contract out for these positions based on student need.

18.2 DIS itinerant employees shall be evaluated by trained evaluators.

18.3 DIS itinerant employees will be provided bathroom keys, a shared mailbox, and be included in school-wide email communications for each site where they provide services.

Delete existing Sections 17 and 18 of Article 49 in their entirety as they are no longer applicable. Renumber Article sections accurately.

The balance of Article 49 shall remain status quo.

Article 50 – Salary

Modify Article 50 as follows:

Total certificated compensation package consisting of the following items:

1. Salary Schedule Increases

1.1 2023-2024

Effective July 1, 2023, all Certificated Salary Schedules shall be increased by eight and one-half percent (8.5%).

1.2 2024-2025 – COLA Estimated at 3.94%

If the total ADA is at or above 92% for the 2024-2025 school year, effective July 1, 2024, all Certificated Salary Schedules shall be increased by three percent (3%). If the total ADA is less than 92% for the 2023-2024 school year, the parties shall meet and negotiate. All unit members shall also receive a one-time 2.5% off schedule payment. For every 0.625% actual increase to COLA as of June 30, 2025 and if ADA is at or above 92%, the District will apply a 0.5% increase to ongoing salary which will be retroactive to July 1, 2024.

1.3 2025-2026 – COLA Estimated at 3.29%

If the total ADA is at or above 92% for the 2025-2026 school year, effective July 1, 2025, all Certificated Salary Schedules shall be increased by two and one-half percent (2.5%). If the total ADA is less than 92% for the 2023-2024 school year, the parties shall meet and negotiate. All unit members shall also receive a one-time 2.5% off schedule payment. For every 0.625% actual increase to COLA as of June 30, 2026 and if ADA is at or above 92%, the District will apply a 0.5% increase to ongoing salary which will be retroactive to July 1, 2025.

1. Salary Schedule Increases

1.1 Effective July 1, 2019, all Certificated Salary Schedules shall be increased by three percent (3%).

In addition to the Certificated Salary Schedule increase set forth above, 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 and one-half percent (1.5%) of base salary based on the 2018-2019 salary schedule.

1.2 2020-2021: The parties agree that based on the following contingency language, the Certificated Salary Schedules for 2020-2021 may be increased as set forth below:

1.2.1 If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$19,692,751 above the 2019-2020 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 1.0% increase added to all certificated Salary Schedules effective July 1, 2020.

1.2.2 If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$24,602,840 above the 2019-2020 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 added to all certificated Salary Schedules effective July 1, 2020.

1.2.3 If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$27,451,695 above the 2019-2020 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 certificated Salary Schedules effective July 1, 2020.

~~1.2.4 — If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$30,300,580 above the 2019-2020 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 certificated Salary Schedules effective July 1, 2020.~~

~~1.2.5 — If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$33,148,808 above the 2019-2020 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 certificated Salary Schedules effective July 1, 2020.~~

~~1.3 — These contingencies are non-cumulative. The Parties agree that for purposes of determining the first interim 2020-2021 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, 2020; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2020); and, (3) shall utilize ADA as included in the 2019-2020 "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.~~

~~1.4 — Additions to placement on the salary schedule shall be increased for 2020-2021 as follows:~~

~~1.4.1 — Annual \$250 for BA+90~~

~~1.4.2 — Annual \$500 for MA~~

~~1.4.3 — Annual \$750 for earned Doctorate~~

~~1.4.4 — Annual \$1,250 for National Board Certification for Teachers~~

~~1.5 — In addition to the Certificated 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 2020-2021 first interim above \$2,900,000 the 2019-2020 unaudited actuals, 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 2019-2020 salary schedule.~~

~~1.6 — 2021-2022: The parties agree that based on the following contingency language, the Certificated Salary Schedules for 2021-2022 may be increased as set forth below:~~

~~1.6.1 — If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$19,386,717 above the 2020-2021 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 certificated Salary Schedules effective July 1, 2021.~~

~~1.6.2 — If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$19,850,613 above the 2020-2021 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 certificated Salary Schedules effective July 1, 2021.~~

~~1.6.3 — If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$22,786,316 above the 2020-2021 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 certificated Salary Schedules effective July 1, 2021.~~

~~1.6.4 — If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$26,728,943 above the 2020-2021 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 certificated Salary Schedules effective July 1, 2021.~~

~~1.6.5 — If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$28,664,646 above the 2020-2021 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 certificated Salary Schedules effective July 1, 2021.~~

~~1.7 — These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2021-2022 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, 2021; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2021); and, (3) shall utilize ADA as included in the 2020-2021 "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.~~

1.8 Additions to Placement on the Salary Schedule shall be increased for 2021-2022 and each year thereafter as follows:

1.8.1 Annual \$500 for BA+90

1.8.2 Annual \$1,000 for MA

1.8.3 Annual \$1,500 for earned Doctorate

1.8.4 Annual \$1,250 for National Board Certification for Teachers

~~1.9 — In addition to the Certificated 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 2021-2022 first interim above \$2,900,000 the 2020-2021 unaudited actuals, 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 2020-2021 salary schedule.~~

~~1.10 — The parties further agree that due to the uncertainty and volatility of state and federal funding, it is understood and agreed that all of the above contingency language for 2020-2021 and 2021-2022 shall terminate if for any reason there exists an inability of the District to maintain economic reserves as set forth in Board Policy due to funding shortfalls through LCFF or successor legislation. Should funding shortfalls through LCFF or successor legislation occur, the parties agree to negotiate the impacts to salary in the 2020-2021 and 2021-2022 school years.~~

~~1.11 — The parties agree to enter into a side letter to provide additional contingency language for 2020-2021 and 2021-2022 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 \$33,148,808 for 2020-2021 and over \$28,664,646 for 2021-2022.~~

~~1.12 — The parties agree to enter into a side letter in 2020-2021 to discuss the BA + 90 Stipend for the 2022-2023 school year.~~

1.13 ~~Speech Language Pathologists and~~ Nurses shall receive a \$5,000 or 1.07 factor increase, whichever is greater, in addition to their placement on the salary schedule effective July 1, 2015. (The 1.07 factor shall also be adjusted on page 75 under Factor Times Placement.

1.14 Professional Learning Column. The District will add Class V to the Basic Salary Schedule providing a 3% increase to the Class IV Column to any teacher who completes 9 semester units provided through the District's Professional Learning Department no sooner than July 1, 2015. Eligibility agreement below:

1.14.1 To be eligible for Column V, a unit member must be at Class IV on the Basic Salary Schedule;

1.14.2 Unit members must complete a total of 9 units of professional learning by taking courses provided through the District's Professional Learning Department:

1.14.3 The teacher shall move to Column V beginning in the school year after the unit member completes all 9 units;

1.14.4 District Professional Learning Column must be renewed every 3 years. The specific purpose for the requirement to complete 9 semester units every 3 years is continuing commitment to achieve District Goals after a unit member has completed Class IV of the Salary Schedule.

1.14.5 The District and the Association will establish a joint committee to monitor the implementation of the Professional Learning Column.

1.14.6 The parties understand and agree that the Professional Learning Column shall terminate if, for any reason, there exists an inability for full funding of the stipend through the Local Control Funding Formula or any successor legislation.

1.15 Stipends shall be established for teachers actually serving in a position in the following areas in light of their additional responsibilities:

1.15.1 Nurses, DIS, and Special Education classes (including RSP), ~~and Speech and Language Therapy~~: ~~\$1500~~ \$3000 per year.

1.15.2 Bi-lingual classes: ~~\$500~~ \$3000 per year.

1.15.3 The foregoing two stipends shall be prorated to reflect the proportion of an FTE that the teacher is actually serving in the position requiring the credential.

1.16 Effective for the 2015-2016, CDC and PACE early childhood teachers' salary schedules will be consolidated with Pre-K Salary Schedule.

2. Extra Pay for Extra Services (EPES):

2.1 The EPES schedules shall be increased by the same percentage as applies to schedules effective July 1 of the following year.

2.2 Effective July 1, 2013 the extra pay amounts set forth on the EPES Additional Service Pay Schedule (i.e. pp. 110-119 in the 2010-2012 CBA) shall double with the exception of elementary athletic coaches which will triple.

2.3 Professional Learning

Student engagement to provide updated Extra Pay for Extra Services

The balance of Article 50 shall remain status quo.

Article 60 – Term

Modify Article 60 as follows:

1. This Agreement shall remain in full force and effect from July 1, ~~2019~~ through June 30, ~~2022~~. All other Articles, as well as any other terms and conditions, contained in the parties' ~~2016-2019~~ ~~2019-2022~~ Collective Bargaining Agreement and the 2022-2023 extension as extended herein through June 30, ~~2019~~ shall remain status quo and are hereby incorporated into this ~~2019-2022~~ 2023-2026 successor contract.
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.
 - 2.2 The parties agree that this Agreement shall be closed for 2023-2024, 2024-2025, and 2025-2026. ~~2019-2020, 2020-2021, and 2021-2022.~~
 - 2.3 No earlier than April 1, ~~2022~~, the parties shall exchange in writing their proposals for successor contract negotiations. The Board shall then schedule public meetings as appropriate and necessary to comply with the public notice ("sunshining") requirements set forth in Board Policy. Thereafter, the parties shall meet and negotiate over successor contract.
3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation.
4. All provisions of the previous FTA-FUSD Agreement not modified by the 2019-2022 and 2022-2023 contract extension ~~2019-2022~~ successor agreement shall remain in full force and effect.

The balance of Article 60 shall remain status quo.

Article 61-Transfers and Assignment

Add new section 7 titled "Assignment":

- 7.1 An elementary teacher that has involuntarily moved more than two (2) grade levels in any given year, shall not be moved in the subsequent academic year.
- 7.2 Elementary: If a teacher is assigned to a different grade level, they will be compensated with three (3) sub days or three (3) days of per diem pay for planning and preparation.
- 7.3 Secondary: If a teacher is involuntarily assigned to a different class/course (section), they will be compensated with three (3) sub days or three (3) days of per diem pay for planning and preparation.
- 7.4 If a teacher has moved grade levels in a current year, they shall not be asked to move grade levels in the next academic school year, unless teacher gives their approval.
- 7.5 When teachers involuntarily change classrooms, they shall be granted two (2) days of sub leave or two (2) days of per diem pay to move.
- 7.6 When teachers involuntarily change school sites, they shall be granted two (2) days of sub leave or two (2) days of per diem pay to move.

The balance of Article 61 shall remain status quo.

Article 65 – Designated Schools

Modify Article 65 as follows to clarify contract language and to be consistent with existing District practices:

1.2 Duty Day

- 1.2.1 For all affected unit member at the designated schools, the number of instructional minutes within the 7.0 hour duty day as defined in Article 20, section 1.2, will be increased by one-half (.5) hour, **making the total duty day 7.5 hours and work day 8.5 hours.** Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half hour.

The balance of Article 65 shall remain status quo.

Article 66 – Shared Decision Procedures

Modify Article 66 as follows:

Definitions/Guidelines

1. Professional Learning Community

1.1 Professional Learning Communities (PLCs) are educator-driven teams that employ a collaborative structure, are student focused, and are designed to include input from all campus stakeholders.

Acceptable use of Professional Learning Community time shall be:

- 1.1.1 Strategic planning**
- 1.1.2 Lesson design and planning, vertical and horizontal.**
- 1.1.3 Cross-grade level planning on subject matter.**
- 1.1.4 Discussing establishing behavioral interventions and strategies.**
- 1.1.5 Data Analysis**
- 1.1.6 Goal-setting for students based on quantitative and qualitative data.**
- 1.1.7 Instructional Design**
- 1.1.8 Collaborating on lesson design.**
- 1.1.9 Developing and revising instruction.**
- 1.1.10 Differentiated instruction for significant subgroups (such as Special Education, EL, Foster youth, etc.).**
- 1.1.11 Other topics may be established by mutual agreement of faculty and administration.**

1.2 Collaborative Check and Balance:

In the event that a unit member or site administrator has concerns with the use of the collaboratively determined PLC at a site being unsuccessful or impracticable, the following progressive steps shall be used:

- 1.2.1 The individual voicing concerns shall be referred to the school building committee for resolution.**
- 1.2.2 A joint, collaborative review of the use of the PLC at a site will be conducted by FTA and the District within 10 school days.**

- 1.2.3 Either FTA or District administration may request that facilitated collaborative problem-solving be implemented at the site with affected unit members and site administrator(s), within 10 school days of Step 2.
- 1.2.4 If either FTA or the District has concerns relative to the lack of the affected unit members support of the current utilization of collaboratively determined PLC at their site, FTA will conduct a secret ballot vote, in consultation with the site administrator(s) within 5 school days.
- 1.2.5 If less than 75% of the school site's / department's unit members support the current utilization of PLC, the unit members and site administrator(s) will meet to redesign the use of this time within 10 school days. Either FTA or the District may request that these meetings be facilitated.
- ~~1.1 Professional Learning Community (PLC) is an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for students. This collaborative work expands the emphasis on student learning and leverages individual teacher efficacy into collective teacher efficacy. The process is grounded in a focus on equity of access and opportunity, high expectations for all students, and a commitment to student learning.~~

~~2. Professional Learning Community Collaboration~~

- ~~2.1 The purpose of professional learning collaboration time is for teachers to work together to create a continuous cycle of improvement to support student learning guided by the College and Career Ready Standards, the California Standards for the Teaching Profession, and the District Continuum of Standards for the Teacher Profession.~~
 - ~~2.1.1 Unit members shall be provided reasonable time during the work day to present and discuss feedback and strategies for addressing the College and Career Ready Standards and related pedagogical practices tied to the Foundations of the Professional Learning Communities. This includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate.~~
 - ~~2.1.2 Both parties acknowledge and value the professional expertise of their educators to meet the diverse academic needs of their students Teachers, in collaboration with site administrators shall determine the priorities and implementation process, which shall relate to but are not limited by the implementation of the California Common Core State Standards and evidence of student learning.~~
 - ~~2.1.2.1 No less than 50% of the 45 allocated hours for PLC time shall be utilized for grade level/subject area. Teachers shall lead grade level/subject area teams (developing the meeting agendas, determining priorities & topics of discussion, planning and facilitating meetings and aligning grade level/subject area meetings with school site goals/priorities and student learning) and site administration can provide feedback to align with school site goals/priorities.~~
 - ~~2.1.2.2 Up to 50% of the 45 hours allocated for PLC grade level/subject level time contractually may be used for school wide professional learning.~~
 - ~~2.1.3 To ensure that site level instructional decisions are facilitated by both teachers and site administrators each site shall have a school instruction team comprised of administrators and teachers with reasonable efforts taken to have representation from each grade level and/or subject area on the team. This team shall but not be limited to:

 - ~~2.1.3.1 Examining the academic needs of the site with a focus on the learning of each student;~~~~

~~2.1.3.2 Developing strategies and ideas to build on strengths and address growth in learning;~~

~~2.1.3.3 Implementing the strategies and ideas using processes designed to improve student outcomes;~~

~~2.1.3.4 Analyzing the impact of changes for effectiveness; and~~

~~2.1.3.5 Preparing and/or obtain professional learning as needed for the staff.~~

~~2.1.4 Teachers and site administrators may refer to the Professional Learning Community Team Meeting Structures as a sample to guide professional learning meetings and support teacher-driven grade/subject-specific collaboration and ensure dedicated time to do the valuable work that comes from the whole-site and whole-district perspective.~~

~~2.1.5 Teachers and site administrators shall jointly create an annual survey, which may include the CORE Survey and questions, to provide feedback for continuous improvement of PLC collaboration time. The results may be utilized to create change ideas to test for improvement.~~

~~2.1.6 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).~~

...

~~7. Professional Learning Community Team Meeting Structures~~

~~7.1 The goal of the professional learning community is to create a vibrant learning community with high expectations where all students thrive. The sample team meeting structures outlined below are designed to cultivate multiple leaders in the school to share responsibility and the decision-making process to provide high-quality instruction.~~

~~7.2 The structures, processes and protocols will focus on establishing more leaders with “end-to-end” responsibility for all aspects of a teacher’s professional development: setting specific goals, observing and giving feedback, inspiring and motivating, facilitating high-quality collaboration.~~

~~7.3 Therefore, every professional at the site must engage with colleagues in the ongoing exploration that drive the work/learning as a professional learning community with four driving questions guiding the collaboration:~~

~~What do we expect our students to learn?~~

~~How will we know when each student has learned it?~~

~~How will we respond when students don’t learn?~~

~~How will we respond if they already know it?~~

~~SAMPLE SITE MEETINGS STRUCTURE—Examples~~

Type of Meeting	Purpose of the Meeting	Focus of the Meeting	Examples of Meeting Outcomes/Deliverables	Who is leading the work?
Staff	Whole staff or small group meetings to improve school systems to meet the needs of all students and families	Commitment to equity, culture of learning and high expectations. Set mission, vision, values and goals for the school.	School mission, vision, values and goals are visible and consistently utilized.	Principal

		<p>Clarify the focus of various teams, roles within the teams, how to monitor the progress, and engage in dialogue with teams on the four critical questions of learning.</p> <p>Establish effective systems to problem solve as a staff on school structures, processes, procedures that will lead to deep learning, innovation and collective focus to improve student learning.</p> <p>Share district and site information to teachers concerning site and district policies, goal, etc.</p> <p>Systematically and fairly recognize the accomplishments of teachers and staff, students, and the school as a whole.</p>	<p>Continuous improvement cycles artifacts are visible throughout the school.</p> <p>School has met all state, federal and district state expectations.</p> <p>Teachers confidence and competency in utilizing district support tools (ATLAS, PL, iReady, iAchieve, etc)</p> <p>Staff, student and parent surveys show growth in academic, social-emotional and culture climate.</p> <p>District or site survey's completed on time.</p> <p>Staff, student and family celebrations are visible in both formal and informal ways.</p> <p>SPSA has high leverage research, evidence based practices.</p>	
<p>Professional Learning Community Teacher led grade level/subject area</p> <p>(a.) No less than 50% of the 45 allocated hours of PLC time contractually</p>	<p>Collaborative teams working interdependently to achieve common goals for which members are mutually accountable to achieve better results for the students they serve.</p>	<p>The teams work in the following ways but is not limited to, assessing student learning, developing common formative assessments, sharing content instructional strategies and methods, lesson planning, standards aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate.</p> <p>Teachers examine the achievement and progress of each student from a variety of formative assessments to identify strengths and weaknesses in their individual practice, to learn from one another, identify areas of curriculum proving problematic and identify students in need of intervention and enrichment.</p>	<p>All members are actively engaged in the work of the team from start to finish with a sense of urgency and positive relationships.</p> <p>Team norms, SMART goals, agenda minutes and growth on PLC rubric utilized for learning and shared responsibility.</p> <p>Common lessons and common formative assessments showing Tier 1, 2 and 3 responses (definition noted at bottom)</p> <p>Students progressing in being responsible for the thinking the majority of the time using the common vision of instruction (IPG) as a guide.</p> <p>Student's growth over time in academics and social-emotional indicators within the PLC.</p>	<p>Grade level/subject area teachers</p>

		<p>Analyze tasks assigned to students to examine the level of rigor of the tasks and calibrate expectations with classroom practice.</p>	<p>Instructional practices and learning aligned to the district-adopted curriculum as the primary source, with the scope and sequence and standard-driven assessments. Text and tasks are at the level of rigor of the grade level.</p> <p>Teachers volunteering to bring video clip to prompt thinking on instructional practices (microteaching example)</p> <p>Improving craft as educators</p>	
<p>School-Wide Professional Learning</p> <p>(a.) Buy Back, Institute Days, up to 50% of the 45 hours allocated for PLC grade level/subject level time contractually.</p>	<p>Focusing on clear goals and relentlessly pursuing the school's purpose and priorities.</p>	<p>Building shared knowledge on literacy strategies, the literacy/ELD standards in each subject/grade level to determine the most promising school-wide practices to improve student outcomes.</p> <p>Deep learning by combining challenging content, tasks with higher order critical thinking skills and growth mindset as central to lesson design.</p> <p>Build knowledge on the PLC process, including MTSS and utilizing a rubric school wide.</p> <p>Review of state standards followed by thoughtful selection of the most essential content and skills. Then the team should decide which content and skills to teach each grading period, and in what order</p> <p>Creating coherence and building knowledge, using the common vision for instruction (IPG), on social emotional strategies in first teaching (Tier 1).</p>	<p>Clear expectations and protocols for the work of collaborative teams.</p> <p>Students reading, writing and speaking the majority of time in each classroom. High quality instruction on academic discourse in every classroom.</p> <p>Evidence of continuous improvement process using research-based practices to build knowledge, problem solve to ensure every student is moving toward grade level readiness.</p> <p>The multi-tiered system of support is in place and lived by all members of the school community determined by attaining goals set by school using rubric.</p> <p>Common lessons and common formative assessments showing Tier 1, 2 and 3 responses school wide.</p>	<p>Principal, School Instructional Team, Culture and Climate Team, Dept Chairs, Leadership Team</p>
<p>School Instructional Team teachers and administration</p>	<p>The School Instructional Team is a problem-solving team, which utilizes high quality evidence-based instruction, intervention,</p>	<p>Commitment to equity and high expectations, a focus on teaching, high expectations through assignment analysis and</p>	<p>Each grade level/subject PLC team demonstrate a clear understanding of priorities during PLC meetings and other times based on</p>	<p>The School Instructional Team</p>

	<p>and assessment practices to ensure that every student receives real-time, relevant, meaningful level of support.</p> <p>Systematically considers new and better ways of doing things.</p> <p>Creating the conditions that promote collaboration and collective efforts based upon shared vision and commitments to improve outcomes.</p>	<p>individual and collective efficacy.</p> <p>Build knowledge and make instructional decisions using evidence-based practices and student evidence (whole child) of all student groups to understand root causes in order to determine solutions/ideas so all students are moving toward grade-level readiness or beyond. (ie Academic discourse, lesson design, growth mindset)</p> <p>Deepen learning on the multi-tiered system of support and effective implementation plan.</p> <p>Assess for teacher teams and teachers on site or in the district who are having success to learn and accelerate evidence-based practices. Asset-based approach.</p> <p>Backward map the professional learning for the school based on the needs of all students.</p> <p>Analyze tasks assigned to students to examine the level of rigor of the tasks, calibrate expectations with classroom practice and identify patterns and inequities within the school.</p>	<p>quarterly analysis of growth on PLC rubric.</p> <p>Whole-child evidence is used to set goals and professional learning as a whole staff to meet or exceed the school goals.</p> <p>Evidence of continuous improvement process using research-based practices to build knowledge, problem solve to ensure every student is moving toward grade level readiness.</p> <p>Literacy goals and actions are in each grade/subject level at the school.</p> <p>Evidence of continual monitoring of the effectiveness of the school's curricular, instructional and assessment practices (taught, written and tested).</p> <p>Two-way feedback from classroom observations from on and off site by teacher teams and administration to improve instructional practices.</p> <p>School-wide instructional calendar demonstrates intentional planning of PL design.</p>	
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The balance of Article 66 shall remain status quo.

Extra Pay for Extra Services

Increase the number of available middle school football stipends by two, from two (2) to four (4).

The balance of the Extra Pay for Extra Services shall remain status quo.

The Parties also mutually agree to withdraw with prejudice all open grievances, pending Unfair Labor Practice Charges (“UPC”), all pending public records act requests; and all pending requests for information.

**ALL OTHER TERMS AND CONDITIONS OF THE 2019-2022 AND THE 2022-2023 CONTRACT EXTENSION AGREEMENT
NOT MODIFIED BY THIS TENTATIVE AGREEMENT SHALL REMAIN STATUS QUO**