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Robert G. Nelson, Ed.D.

**PACKAGE PROPOSAL No. 1  
From  
FRESNO UNIFIED SCHOOL DISTRICT  
To the  
FRESNO TEACHERS ASSOCIATION**

**June 1, 2023**

The Fresno Unified School District (“District”) hereby presents its Package Proposal No. 1 to the Fresno Teachers Association (“FTA”) in reference to the parties’ successor contract negotiations for the 2023-2026 term. This package proposal must be accepted in full or it is deemed rejected and the District shall have the right to revert back to any of its earlier proposals.

**Article 1- Adult Education**

*Revise Article 1, “Adult Education,” as follows:*

...

9. All personnel shall assume the following professional responsibilities:

...

**9.10 Collaboration with peers to improve student learning consistent with Accountable Communities that 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.**

**9.11 Preparation for and communicating and conferring with pupils, staff, and administrators. Students should be kept aware of goals, objectives, progress in pursuit of objectives, special accomplishments, and unsatisfactory performance.**

**9.12 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals.**

**9.13 Supervising students both within and outside the classroom on an equitable basis as delineated elsewhere in this article**

**9.14 Supervising instructional aides, when assigned**

**9.15 Participating in staff development programs, in-service meetings, and professional activities related to their assignment. Mileage allowance shall be provided teachers who must travel to required meetings.**

**9.16 Attending faculty and departmental meetings scheduled by the site administration in collaboration with teachers not exceeding a total of 8 hours per school year and excluding**

**time allocated for Professional Learning/Accountable Communities. Notwithstanding the above, the Principal shall have the right to convene meetings at any time when necessitated by emergencies after obtaining clearance from the appropriate Division Superintendent or his/her designee and upon providing notice of such meetings at the earliest feasible time.**

*Balance of Article 1 shall remain status quo.*

**Article 5- Class Size**

*Revise Article 5, “Class size,” as follows:*

The provisions of this Agreement are intended to maintain class size at a reasonable and equitable level.

**This article pertains to the staffing of general education classrooms.** <sup>1</sup>

1. **Staffing Ratios:**

...

1.1.7 Effective July 1, 2019, elementary teachers may choose between an augmentation aide as set forth in 2.1.3.2, or receive a \$2,000 annual increase, teacher to choose at the end of the first reporting period, for having over ~~33~~**32** students starting in September for over 50% of the school year. Overage to be paid at the end of the year.

...

**1.1.9 Effective July 1, 2023, a paraprofessional substitute will be provided for TK/K if the class size average is 25 or more students.**

*Balance of Article 5 shall remain status quo.*

**Article 16- Evaluation and Professional Standards**

*Revise Article 16, “Evaluation and Professional Standards,” as follows:*

...

3. **Criteria for Evaluation:**

...

3.2 Consistent with 3.1 above, the criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice, student learning, **student outcomes**<sup>2</sup> and professional contributions to determine the level of teacher effectiveness in measuring progress of students towards established standards of expected student achievement, such as student results on pre-tests, end-of-course tests, multiple formative and District wide benchmark assessments, objective performance-based assessments; student learning objectives; student performance on English language proficiency assessments.

...

6. **Formative and Summative Evaluation Procedures and Timelines**

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<sup>1</sup> Note: As written, this Article already only applies to general education classrooms. However, the District wants to add this language to add clarity to the article.

<sup>2</sup> CSTP 5 is already used in evaluating employee performance, which includes “using assessment data to establish learning goals and to plan, differentiate, and modify instruction.” The purpose of adding this language is to clarify that the District already uses student outcomes data in assessing employee performance.

**6.2 For permanent members identified as Demonstrating Expertise at the Fall Formative evaluation, at the evaluator’s discretion, the Fall Formative may be used as the Summative evaluation. A change in teacher performance reinstates the Summative evaluation process at the discretion of the site administrator.**

*Renumber the balance of Article 16 section 6 accordingly to reflect insertion of above section.*

*Balance of Article 16 shall remain status quo.*

**Article 18- Fringe Benefits**

*Revise Article 18, “Fringe Benefits,” as follows:*

3. **Health Fund**

3.1 Effective as of July 1, 2017~~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. Consistent with the February, 2023 approval at JHMB, effective May 1, 2023 suspend the \$10 per month reserve assessment for all Plan Participants. Consistent with the April 20, 2023 approval at JHMB, eliminate the deductible for all family members of a dual covered Member enrolled in PPO Plan A or PPO Plan B, effective January 1, 2024. Consistent with the April 20, 2023 approval at JHMB, increase the in-network coinsurance for PPO Plan A and Kaiser Plan C from 95% to 100%, and increase the in-network coinsurance for PPO Plan B from 75% to 80%, effective January 1, 2024. Consistent with the motion from JHMB Management Co-Chair Marquez on April 20, 2023, and subject to JHMB approval, to reduce the participant’s (actives, retirees, part-time employees) monthly contributions by 50% for all coverages (medical, dental, vision) for all Plans options, effective as soon as reasonably feasibly and for the duration of the term of this Agreement. ~~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, 2019 ~~23~~, the annual per active employee contribution to the

Health Fund ~~for the term of this agreement~~ is ~~\$21,000~~ ~~\$19,348~~ .

...

~~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.~~

## 5. Health And Welfare And Compensation

5.1 ~~Effective as of July 1, 2023, the annual per active employee contribution to the Health fund for the term of this Agreement (July 1, 2023 through June 30, 2026) is \$21,000. 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."~~

...

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.**

*Balance of Article 18 shall remain status quo.*

Article 20- Hours- Bargaining Unit Members

*Revise Article 20, “Bargaining Unit Members,” as follows:*

1. Definitions

...

1.3 Professional Learning/~~Accountable~~ Communities: To enhance opportunities for ongoing professional development and promote meaningful collaboration among stakeholders, unit members will participate in Professional Learning/~~Accountable~~ Communities as set forth in Article 66 for a total of 45 hours per school year. Every effort shall be made between site administration and the staff to seek mutual solutions that best meet student needs when planning the use of the 45 hours. Any time allocated to Professional Learning/~~Accountable~~ Communities after 7 hours (420 minutes) shall be credited toward the completion of the 45 hours.

...

2. Professional Responsibilities

...

2.3.2 Consistent with 1.3 above, participate in Professional Learning/~~Accountable~~ Communities. ~~to meet team and site needs for professional learning. The majority Professional Learning/Accountable Communities time will be utilized to seek solutions for student learning challenges consistent with an accountable community model.~~ Site administration and the staff will collaborate on scheduling time for Professional Learning/~~Accountable~~ Communities which may begin at any time after the 7 hours (420 minutes) set aside for student instruction, preparation for instruction, lunch and if applicable, advisory.

...

4.1.2 Full-time classroom teachers may be assigned advising duties within the 420 minute (7 hour) Duty Day. Such duties may include: Human Relations Social and Emotional Learning; Career Education; Orientation; ~~Personal Relations~~; and Educational Planning.

...

4. Secondary Schools Work Day

...

4.2 Non-Instructional Time

Non-instructional time is the additional time the teacher is required to be on duty beyond instructional time. This time is for preparation and those appropriate activities indicated in Section 2.1 and 2.2 above. Teachers shall be provided with at minimum 480 minutes per week of preparation within the 8 hour work day. Within the 7 hour duty day, a block of at least 45 minutes of preparation time must be provided, accounting for 225 minutes of the 480 total minutes. Teachers shall be provided 480 minutes per week for preparation time within the work day in blocks no shorter than thirty (30) minutes with at least one block of

~~forty-five (45) minutes per day within the work day.~~ This shall not be construed so as to prevent a shortened day full preparation period of less than forty-five(45) minutes.

#### 4.3 Student Supervision

Teachers will be required to supervise students as described in 2.1, 2.2, and 2.3, including but not limited to within and outside the classroom on an equitable basis, supervise instructional aides when assigned, and supervise co-curricular and extra-curricular duties.<sup>3</sup>

...

5.2.2.4 Non-instructional time is the additional time the teacher is required to be on duty beyond instructional time. This time is for preparation and those appropriate activities indicated in Section 2.1 and 2.2 above. Teachers shall be provided with at minimum 480 minutes per week of preparation within the 8 hour work day. Within the 7 hour duty day, a block of at least 45 minutes of preparation time must be provided, accounting for 225 minutes of the 480 total minutes. This shall not be construed so as to prevent a shortened day full preparation period of less than forty-five (45) minutes.

#### 5. Elementary Schools Work Day

...

5.2.3 The following are samples schedules ~~for illustrative purposes only which can be differentiated by the site within the 7 hour duty day:~~<sup>4</sup>

*Balance of Article 20 shall remain status quo.*

#### Article 25- Bereavement Leave

*Revise Article 25, "Bereavement Leave," as follows:*

1. Every person employed by a school district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed ~~three (3) days, or~~ five (5) days, with three (3) days paid if out-of-state travel is required, on account of the death of any member of his/her immediate family.

4. The member shall notify their immediate supervisor as soon as possible when taking such leave.

*Renumber the balance of the article.*

*Balance of Article 25 shall remain status quo.*

#### Article 29- Personal Business Leave, Use of Sick Leave

*Revise Article 29, "Personal Business Leave, Use of Sick Leave," as follows:*

With prior notification to the principal, 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

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<sup>3</sup> This language is reflective of the current requirement for secondary teachers to supervise as provided in section 4.2 of this Article. The purpose of this addition is to add clarity to the parties' CBA.

<sup>4</sup> This language is reflective of the current use of these schedules and to add clarity to the purpose of the schedules provided in the parties' CBA.

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 **substitute management system** as soon as possible [preferably at least ten (10) days in advance]. The Division of Human Resources/Labor Relations will confirm the request. If substitutes are not available, the request may be denied. Principals 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 teacher be on duty on that specific day.

*Balance of Article 29 shall remain status quo.*

**Article 30- Personal Necessity, Use of Sick Leave in Cases Of**

*Revise Article 30, "Personal Necessity, Use of Sick Leave in Cases of," as follows:*

...

4. Bargaining unit members will ~~submit~~ **notify their immediate supervisor and Human Resources as soon as possible when taking such leave, submit completed personal necessity Leave Request forms (T10A) in triplicate to their supervisor** normally within three (3) working days prior to requesting the leave. Supervisors will verify the eligibility of the request for necessity leave and will make the appropriate recommendation. ~~on the leave form before forwarding it to the District Office. One copy will be retained by the supervisor. One 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 submit completed **personal necessity Leave Request form in triplicate** to their supervisor within five (5) working days after return to duty. The supervisor will verify the eligibility of the request for necessity leave and will make the appropriate recommendation on the **Leave Request** form before forwarding it to the District Office. ~~One copy will be retained by the supervisor. One A~~ copy of the request form, with the supervisor's recommendation and comments, will be returned to the bargaining unit member.

*Balance of Article 30 shall remain status quo.*

**Article 49- Special Education and Health Services**



Revise Article 49, "Special Education and Health Services," as follows:

...

1. When including students with Individualized Education **Programs (IEP) Plans** into the general education setting in grades **PreK-6**, District site leaders will attempt to assign students equitably amongst all classes at the appropriate grade level. When including students with **IEPs ndividualized Education Plans** into the general education setting at the secondary level, District **site** leaders will **work towards attempt-to** assigning students equitably amongst programs and classes, taking into consideration the master schedule.

1.1 It is the intent of the District to notify the **affected applicable** unit member(s) prior to assigning students with IEP's in their regular classroom.

...

3. Caseloads will be determined based on student/program needs in accordance with the Education Code sections 56362 –56362.1.

**3.1 A school site IEP master calendar shall be created at the beginning of the school year.**

**3.1.1 Certificated Nurses shall receive their respective site IEP master calendars no later than September 1<sup>st</sup> of every school year.**

...

4. Released time for unit members to conduct IEP meetings shall be made available when it is determined by the Special Education Department or designee that all other options are unavailable. Conditions which may **trigger necessitate** the use of a substitute are as follows: (1) The teacher must attend an IEP meeting away from the school site and/or (2) The only time the IEP meeting can be scheduled is during the instructional day and class coverage by school personnel is not available.

**4.1 On-site released time for nursing case management shall be allowable as follows: 5 days (or 40 hours) for nurses at centered based sites/comprehensive high schools; 4 (or 32 hours) days for nurses assigned to all other comprehensive sites; 2 days (or 16 hours) for part time school nurses & alternative education site nurses. Request for on-site release time shall be made 10 working days in advance, and days cannot be consecutive.**

**4.1.1 Certificated Nurses shall have all IEP documents completed and uploaded/updated in SEIS no later than 24 hours prior to the scheduled IEP meeting.**

...

7. The FTA and District will maintain a Special Education **Advisory** 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 **The Special Education Advisory Committee (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 4 days for FTA members to be out of the classroom.

7.2 **The Special Education Advisory Committee (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 **Special Education Advisory Committee (SpEC)**.

7.3 **The Special Education Advisory Committee (SpEC)** committee shall submit a minimum of (2) two written reports to the FUSD Board and FTA Board **during each school year. 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. 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 **Designated Instruction Services (DIS)** and nurses when plan utilization at each school site is determined.

**8.1.1 Upon receipt of a signed assessment plan, a reasonable effort shall be made to immediately provide the certificated school nurse with said plans.**

9. Bargaining unit members shall be provided **the** opportunity to participate in training programs based on program need either prior to or concurrently with the implementation of new or existing instructional and/or assessment programs in either special education or **regular general** education classrooms including learning opportunities alongside general education teachers and Professional Learning Communities meetings with special education teachers and general education teachers in accordance with Article 20.

10. Any special education professional serving in an itinerant capacity shall be

given appropriate travel and set-up time between sites. The District will make every reasonable effort to assign ~~Designated Instructional Specialist (DIS)~~ itinerant service providers' site assignments within the same region within the District. **The District will make every reasonable effort to include DIS providers in site specific communications.**

...

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. **These funds shall be reinvested into the programs that generated the reimbursements and shall be used for ongoing student services.**

...

17. An additional paraeducator will be provided for each special education pre-school, transitional kindergarten or kindergarten classroom where there is not an adequate restroom facility nearby the classroom.

18. The District shall make reasonable effort to limit combination classes for specialized instruction with smaller class sizes to two grade levels or two curricular levels, whichever is greater. The individual needs of students and the ability for students to remain in their elementary area of attendance would be factors that may allow for exceeding two grade spans.

19. Special Education Class Size Ratios:

Class size ratios not otherwise identified for specialty classrooms shall be as determined by individual student needs and the best interests of the District.

~~17. The parties agree to \$13.2 million in Special Education investments as follows to be implemented during the term of this Agreement (2019-2022):~~

~~17.1 35 Special Education teachers for class size reduction and grade span reduction~~

~~4.1 43.4 FTE Paraprofessionals and Assistants~~

~~4.2 9 Speech Language Pathologists~~

~~4.3 2 Occupational Therapists~~

~~4.4 Contracted services for 2 Occupational Therapists and 2 Physical Therapists~~

~~4.5 1 Teacher for Assistive Technology~~

~~4.6 2 Teacher for Orthopedically Impaired~~

~~4.7 — 1.5 FTE Speech Language Pathologist Assistants~~

~~4.8 — 4 Instructional Coaches~~

~~4.9 — 2 Special Education Program Managers~~

~~4.10 — 1 Special Education School Counselor~~

~~4.11 — Investment of \$420,000 in residential placements~~

~~4.12 — One-time investment of \$340,000 in Professional Learning~~

~~4.13 — One-time investment of \$1,400,000 for 4 portable classrooms and materials~~

~~4.14 — 4 FTE in Health Services — consisting of 1 Nurse Manager, 3 Nurses~~

~~4.15 — 1 Health Master software subscription~~

~~4.16 — 5~~

~~School Psychologists~~

~~18. — 2020-2021~~

~~and 2021-2022~~

~~Should sufficient new Special Education revenues be directed towards the District after the parties reach a tentative agreement resolving negotiations for 2019-2022 the following shall be effective:~~

~~18.1 — A total of 3 additional certificated nurses shall be hired by July 1, 2020.~~

~~18.2 — A total of 4 additional certificated nurses shall be hired by July 1, 2021.~~

*Balance of Article 49 shall remain status quo.*

### Article 50- Salary

*Revise Article 50, “Salary,” as follows:*

1. Salary Schedule Increases

**1.1 The parties agree that for the length of this agreement: Fiscal Years (2023/24,2024/25,2025/26). Under the current LCFF funding model changes in**

salary will be based on the following formula at the time of the District's First Interim report for each relevant year:

Salary Increase will be based on 82% of new additional LCFF funding (which is calculated as the following: Line A.1. of the First Interim of the current budget year less Line A.1. on the Unaudited Actual LCFF revenue source of the previous year) and offset by the following cost changes:

1. Projected pension cost changes
2. Salary Schedule Step & Column factored for retiree attrition.
3. There will be a rebasing of the District's annual health contribution to \$21,000 per active eligible employee for the length of this agreement and as determined by Article 18.

A 1% raise will be given for every \$6,600,000 in revenue remaining after this calculation.

- 1.2 The parties agree that due to the uncertainty and volatility of state and federal funding that all of the above contingency language for fiscal years 2023-2024, 2024-2025 and 2025-2026 shall terminate if for any reason there is a change in the funding model of LCFF or successor legislation or there is 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 either of these events occur, the parties agree to negotiate the impacts to salary for fiscal years 2023-2024, 2024-2025 and 2025-2026.

~~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 \$24,602,810 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 \$25,728,943 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.~~

...

*Balance of Article 50 shall remain status quo.*

*Article 61- Transfer and Assignment*

*Revise Article 61, "Transfer and Assignment" as follows:*

3.2 Exchange Transfers

3.2.1 The Board of Education desires that bargaining unit members avail themselves of growth opportunities and career planning by teaching on several grade levels and/or in different socioeconomic areas.

**3.2.1.1 A three (3) pilot program will be established for the term of this agreement beginning July 1, 2023 where a bargaining unit member may apply to transfer to a school with the highest student need as determined by the District.**

**3.2.1.1 Members who applied and are selected by the District to teach at selected sites for this pilot will be compensated an additional 10% in salary and required to stay in this assignment for a minimum of three (3) years.**

...

**7. Designated Instructional Services and Itinerate Employee Assignment**

**The District shall assign DIS and itinerate employees to sites and programs based upon student, site, program, District need and provider experience and skill.**

*Balance of Article 61 shall remain status quo.*

**Article 63- Working Conditions**

*Revise Article 63, "Working Conditions," as follows:*

...

2. Work Place Safety

2.1 Bargaining unit members shall not be required to work under **physically** 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.

2.2 When a unit member reports **physically** 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 **no later than within** 10 working days **after the report**. Unit members will be informed when corrective measures will take extended time.

2.3 If a unit member is attacked, assaulted or physically threatened by a student, parent, **staff member or another unit member**, 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.

2.4 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 teacher 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.

2.5 If a unit member has a safety concern about a student returning to the class after the student is subject to **Level 3** 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 class. 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 classroom. **This includes a wellness/reentry plan to address the needs of the student to be successful in the class.**

...

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. **Opportunities to acquire CPR certification, first aid (including but not limited to administration of NARCAN and Epinephrine) and Stop the Bleeding training will be made available for employees to further support a safe working and learning environment.**

3. Notice to Unit Members:

3.1 Pursuant to Education Code section 49079, a unit member shall be informed in writing at the time a student is enrolled in **his/her their** class, or as soon as the administrator knows, of the student's 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.

...

5. Suspension of Students from Classroom

5.1 A unit member may suspend a student from **his/her their** class for the day of the incident and the day following for any act enumerated in Education Code section 48900. The unit member shall immediately report the suspension to the site administration, **record the suspension in ATLAS**, and send the student to the site administrator for appropriate action. The site administrator shall make the determination as to whether the student will remain on site or have parent or guardian come pick them up. As soon as possible following the suspension from class, the unit member shall make best efforts to invite the student's parent or guardian to attend a parent/unit member conference regarding the suspension as required by law. If practical, a school psychologist or counselor may attend the conference. Annually, unit members shall be informed of the right to suspend and the site's placement protocol for students that have received "suspension by teacher." Under no circumstances shall the suspended student be placed in any other unit member's room for the duration of "suspension by teacher."

6. Behavior/Discipline Interventions

6.1 It is the responsibility of the site administrator, in collaboration and agreement with a majority of site unit members, to develop and /or revise the site Levels of Misbehavior document and the expected interventions and consequences for Level I and Level II behaviors, by the end of the first two weeks of school. Sites will utilize the Districtwide Discipline Guidelines to address Level III student misbehaviors. The Guidelines, which include intervention and consequences, shall be reviewed annually **at the start of the school year by the School Site Climate and Culture Team** and made available to all staff **by the end of the first two weeks of school.**

*Balance of Article 63 shall remain status quo.*

**Article 65- Designated Schools**

*Revise Article 65, “Designated Schools,” as follows:*

...  
1.2 Duty Day

1.2.1 For all affected unit members 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, extending the duty day to 7.5 hours.**<sup>5</sup> Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half (.5) hour. **The work day for all affected unit members at designated schools is 8.5 hours.**<sup>6</sup>

...  
The following are samples schedules **for illustrative purposes only which can be differentiated by the site within the 7.5 hour duty day:**<sup>7</sup>

*Balance of Article 65 shall remain status quo.*

**Article 66- Shared Decision Procedures**

*Revise Article 66, “Shared Decision Procedures,” as follows:*

1. Professional Learning Community

...  
1.2 **Fresno Unified Teachers and Administration believe and understand that time spent in Professional Learning Communities should be a value to all participants with a deep focus on student learning. Fresno Unified Teachers will come together in collaboration weekly for the purpose of research based Professional Learning Communities.**

*Balance of Article 66 shall remain status quo.*

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<sup>5</sup> This language is declarative of existing practice and the intent of the designated schools model. The District only intends to add this language for clarity.

<sup>6</sup> This language is declarative of existing practice and the intent of the designated schools model. The District only intends to add this language for clarity.

<sup>7</sup> This language is reflective of the current use of these schedules and to add clarity to the purpose of the schedules provided in the parties’ CBA.