

**FRESNO UNIFIED SCHOOL DISTRICT  
PACKAGE PROPOSAL TO  
FRESNO TEACHERS ASSOCIATION**

**May 25, 2017**

The following is the Fresno Unified School District's ("District") total package proposal to the Fresno Teachers Association ("FTA") for the 2016-2017 successor contract negotiations on the parties' Collective Bargaining Agreement effective July 1, 2016 through June 30, 2019. FTA must accept this package proposal in full or it shall be deemed rejected in its entirety.

**Article 4 – Early Childhood Teachers And Working Conditions**

**Modify Article 4 as follows:**

**10. Evaluations**

**10.1 The District and the Union agree to establish an evaluation committee consisting of two Early Learning teachers and two administrators to make recommendations for modifying evaluation indicators for CSTP standards for Early Learning teachers subject to this article.**

**Remainder of Article 4 to remain status quo.**

**Article 20 – Hours**

**Withdrawn**

**Article 21 – Just Cause, Due Process and Progressive Discipline**

**Withdrawn**

## Article 27

### **Modify Article 27 as follows:**

#### **1. Differential Parental Leave of Absence**

- 1.1** Effective January 1, 2017, unit members will be eligible for paid parental bonding leave as described in this section and Education Code section 44977.5. "Parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a child newly placed in the unit member's household by way of adoption or for foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.
- 1.2** Bargaining unit members who meet all of the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) and have been employed by the District for at least one year, except that bargaining unit members are not required to have worked 1,250 hours in the 12 months immediately preceding the leave, may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for a maximum of 12 work weeks. Pursuant to Education Code section 44977.5, eligible bargaining unit members who have exhausted all paid sick leave for purposes of parental bonding shall receive substitute differential pay during this period. Such substitute differential pay shall be paid as set forth in Article 30 section 3, and will count against the five-month leave entitlement set forth in that section.
- 1.3** The 12 work weeks shall be reduced by any period of paid sick leave, taken during a period of parental bonding leave pursuant to this article or CFRA (Government Code § 12945.2). Nothing in this Article entitles an employee to use paid sick leave during any period of parental bonding other than the paid sick leave as specified above and substitute differential pay leave. A unit member shall not be provided more than one 12-week period of paid absence for differential parental bonding leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- 1.4** Differential parental leave must be used within 12 months following the birth or placement of the child. Differential parental leave must be taken in increments of at least two weeks duration.
- 1.5** Any leave taken under this section shall count against any entitlement to child bonding leave under the CFRA and the aggregate amount of parent/child bonding leave taken under this section and the CFRA shall not exceed 12 workweeks in any 12-month period.
- 1.6** Unit members shall not be entitled to more than 12 weeks of differential parental leave.

~~1.7 If both parents of a newborn or newly adopted child work for the District, both parents would be able to split the 12 weeks of parental bonding leave related to the birth or placement of a child under the CFRA, but would not each have a separate 12-week leave regardless of the marital status of the parents. Both parents who are unit members are entitled to use up to 12 workweeks of current and accumulated sick leave for purposes of parental leave.~~

## 2.0 Unpaid Parental Leave

2.1 A parental leave of absence without pay shall be granted to a bargaining unit member for the purpose of childbearing and/or child rearing as follows:

A bargaining unit member who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment through her pregnancy as long as she is able to properly perform her required functions. For child bonding purposes, this section runs concurrently with CFRA bonding leave and differential parental leave described in section 1 above.

2.2 Any bargaining unit member shall be entitled, upon request, to a one (1) year parental leave of absence to begin any time after the birth of her child, or after receiving de facto and/or de jure custody of any infant child [i.e. three (3) years of age or less] or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

2.3 Bargaining unit members who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally handicapped children shall, upon request, be entitled to annually renew their parental leave of absence until such time as such children are eligible to enter public school, or, for children legally ineligible to enter public school, until such time as they would be able to attend public school if they were eligible. There shall be a maximum of four (4) renewals allowed under this provision.

2.4 If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of 2.2 and 2.3 above shall be applied for bargaining unit members eligible under those provisions to care for said child.

## 3. Notification of Return to Active Employment:

**3.1** If any bargaining unit member who has been on parental leave less than two (2) semesters notifies the Superintendent of his or her desire to terminate his/her leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said bargaining unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if a bargaining unit member who has been on leave for ninety (90) days or more gives such notice after

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

**3.2** If a bargaining unit member who has been on parental leave more than two (2) semesters notifies the Superintendent of his or her desire to return to active employment after the expiration of the aforesaid sixty (60) day period, but within forty-eight (48) months after the commencement of the leave (provision 1.3 of this article), said bargaining unit member shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one (1) bargaining unit member has given notice pursuant to this paragraph, the bargaining unit member who gave such notice at the earliest date shall be assigned to the position in question. Upon his or her return, said bargaining unit member shall be entitled to all other benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay.

**3.3** While on parental leave, a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the State Teachers Retirement System is subject to that agency's eligibility requirements.

**3.4** All assignment rights for persons returning from parental leave shall be subject to the then-existent District provisions for assignment and transfer.

**4.** A bargaining unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of fact that she/he is on such leave of absence.

***Remainder of Article 27 to remain status quo.***

## **Article 31**

### ***Modify Article 31 as follows:***

1. A pregnant bargaining unit member who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:
  - 1.1 Sick leave shall apply only to those days of absence during which the bargaining unit member is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.
  - 1.2 The District may require the bargaining unit member to file a physician's verification which clearly states the bargaining unit member was incapable of meeting her normal work assignment.
  - 1.3 Within seven (7) calendar days after the termination of the leave, the bargaining unit member shall submit a physician's written health evaluation including the reasons the bargaining unit member was disabled during the period of absence. The District may require additional physician statements or reevaluation of the bargaining unit member by her physician. (Any additional statements required shall be at District expense.)
  - 1.4 Pregnancy disability leave shall not include leave taken for child rearing or parental leave as set forth in Article 27**

***Remainder of Article 31 to remain status quo.***

## Article 36 – Miscellaneous

### ***Modify Article 36 as follows:***

3. Within sixty (60) days of ratification of the Agreement by both parties herein, the Board of Education shall post a copy of the Agreement on the District's website and shall have copies available upon request for prepared for distribution to all bargaining members in the District, and 10 copies for the Association.

**Remainder of Article 36 to remain status quo.**

## **Article 49 – Special Education**

**District budget investment recommendations to the Board include the following Special Education items:**

- **10 FTE – increase staffing for moderate/severe adult programs (\$766,360)**
- **2 FTE – Increase staffing to provide speech services (\$219,996)**
- **Improve teacher recruitment and retention efforts (\$89,000)**

**Total Investment - \$1,075,356**

## **FTA Proposed New Article – Career Technical Education**

**District budget investment recommendations to the Board include the following Career Technical Education items:**

**Construction Management Program planned for 2018-19 at Fresno High School with investment in facilities beginning in 2017-18**

## **FTA Proposed New Article – Student Focused Academic Outcomes and Social/emotional support**

**District budget investment recommendations to the Board include the following Social and Emotional Support items:**

- **5 School Psychologists - \$681,700**
- **2 Credentialed Nurses - \$227,626**
- **19 Licensed Vocational Nurses - \$952,755**
- **9 High School Social Workers and 1 FTE support/oversite - \$1,150,000**
- **1 FTE support for social emotional learning - \$116,000**
- **6 FTE - CSA's for schools adjacent to parks – \$354,203**
- **.5625 FTE - Upgrade CA site support to 8 hrs - \$41,557**
- **2 FTE - CSA's for Health Centers – 2 FTE \$112,434**
- **8 Counselors for middle school (7) and high school support (1) - \$809,000**

**Total Investment: \$4,445,275**

**The District's Total Certificated Compensation Package Is As Follows:**

1. Total certificated compensation package consisting of the following items:
  - A. *Effective July 1, 2016, all Certificated Salary Schedules shall be increased by two and one-half percent (2.5%)*
  - B. *Additional 1.0% ongoing increase to the salary schedule effective on the first of the month following the date the Parties ratify this agreement*
  - C. *1.85% District contribution to CalSTRS per the CalSTRS 2014 Funding Plan*
  - D. *0.7% contribution to the Health Fund for 2016-2017 as set forth in Article 18: Fringe Benefits, section 5.1 (ongoing base grant revenue increase)*
  - E. *0.45% that accounts for annual step and column movement*
  - F. *In addition to the Health Fund contribution set forth in D. above, the District shall further increase the annual per active employee contribution to the Health Fund of \$16,645 by \$800 to \$17,445 effective as of July 1, 2017 provided that JHMB approves 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.*
2. *Recruitment incentive for hard to fill positions (math and science)*
3. *Revise Extra Pay for Extra Services language*
4. ~~*All certificated employees shall be placed on respective Salary Schedules according to years of experience and training. Annual step advancement is contingent upon receipt of an overall summative evaluation rating of "Growth Expected," "Meets Standards," or "Demonstrates Expertise." When a unit member "Does Not Meet Standards" in his/her overall summative evaluation, he/she shall not receive annual step advancement and shall remain stationary for annual step advancement until the unit member receives an overall summative evaluation rating above "Does Not Meet Standards".*~~



## Article 60 – Term

### **Modify Article 60 as follows:**

1. This Agreement shall remain in full force and effect from July 1, 201~~36~~<sup>69</sup> through June 30, 201~~69~~<sup>36</sup>. All other Articles, as well as any other terms and conditions, contained in the parties' ~~2010-2012-2013-2016~~ Collective Bargaining Agreement as extended herein through June 30, 201~~36~~<sup>69</sup> shall remain status quo and are hereby incorporated into this 201~~36~~<sup>69</sup>-201~~69~~<sup>36</sup> 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.

~~**2.1 This agreement shall be closed; there shall be no negotiations between the parties for the 2014-2015 school year except as follows:**~~

~~**2.1.1 If there is a change in federal or state law through legislative, judicial, administrative or other action during or applying to the 2014-2015 and/or 2015-2016 school years which has or could impact the terms and conditions set forth in this Agreement, or there is an increase or decrease in the district unrestricted revenue, either party may reopen negotiations for the 2014-2015 school year on specific provisions of the Agreement which are or could be affected by such action. Negotiations will begin within ten (10) school days after either party makes a request.**~~

- 2.2 ~~**The parties agree that this Agreement shall be closed for 2016-2017 and 2017-2018, and for the 2018-2019 school year they shall have the right to reopen Article 50: Salary only.**~~
- 2.3 ~~**Not later than one hundred (100) days prior to June 30, 2016 earlier than April 1, 2019,**~~ the parties shall exchange in writing their proposals for ~~**2016-2017 2019-2020**~~ 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 ~~**the 2016-2017 2019-2020**~~ 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 201~~36~~<sup>69</sup>-201~~69~~<sup>36</sup> successor agreement shall remain in full force and effect.

**EXCEPT AS SET FORTH ABOVE, ALL OTHER TERMS AND CONDITIONS  
CONTAINED IN THE PARTIES' 2013-2016 AGREEMENT SHALL REMAIN STATUS  
QUO**