



PERB Received  
06/08/23 15:00 PM

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD

# UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 06/08/2023

**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES  If so, Case No \_\_\_\_\_ NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

- a. Full name: Fresno Unified School District
- b. Mailing Address: 2309 Tulare Street, Fresno, CA 93721
- c. Telephone number: (559) 457-3593
- d. Name and title of agent to contact: David Chavez, Chief of Human Resources and Labor Relations  
E-mail Address: david.chavez@fresnounified.org  
Telephone number: (559) 457-3593  
Fax No.:
- e. Bargaining Unit(s) involved: Fresno Teachers Association

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

- a. Full name: Fresno Teachers Association
- b. Mailing Address: 5334 North Fresno Street Fresno, CA 93710
- c. Telephone number: (559) 224-8430
- d. Name and title of agent to contact: Manuel Bonilla, President  
E-mail Address: manuel@fresnoteachers.org  
Telephone number: (559) 224-8430  
Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- a. Full name: Fresno Unified School District
- b. Mailing address: 2309 Tulare Street Fresno, CA 93721

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

- a. Full name:
- b. Mailing Address:
- c. Agent:

## 5. GRIEVANCE PROCEDURE

<sup>1</sup>An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569  
PERB-61 (4/3/2020)

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No  Unknown

PERB Received  
06/08/23 15:00 PM

#### 6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:  
California Government Code Sections 3505 and 3509(B)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge:***)

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

SEE ATTACHED

#### DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Peter A. Schaffert  
(Type or Print Name)

/s/ Peter A. Schaffert  
(Signature)

06/08/2023  
Date



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
**UNFAIR PRACTICE CHARGE**

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed:

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IS THIS AN AMENDED CHARGE? YES  If so, Case No. NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: FRESNO UNIFIED SCHOOL DISTRICT  
b. Mailing address: 2309 TULARE STREET, FRESNO, CALIFORNIA 93721  
c. Telephone number: 559-457-3000  
d. Name and title of person filing charge: DAVID CHAVEZ, CHIEF OF HUMAN RESOURCES AND LABOR RELATIONS E-mail Address: david.chavez@fresnounified.org  
Telephone number: 559-457-3593 Fax No.:  
e. Bargaining unit(s) involved: FRESNO TEACHERS ASSOCIATION

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: FRESNO TEACHERS ASSOCIATION  
b. Mailing address: 5334 NORTH FRESNO STREET, FRESNO, CALIFORNIA 93710  
c. Telephone number: 559-224-8430  
d. Name and title of agent to contact: MANUEL BONILLA, PRESIDENT E-mail Address: manuel@fresnoteachers.org  
Telephone number: Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name: FRESNO UNIFIED SCHOOL DISTRICT  
b. Mailing address: 2309 TULARE STREET, FRESNO, CALIFORNIA 93721

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Government Code section 18524.)

a. Full name:  
b. Mailing address:  
c. Agent:

<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.  
PERB-61 (7/22/2014)

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code sec. 3540 et seq.)
- Ralph C. Dills Act (Gov. Code sec. 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code sec. 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code sec. 3500 et seq.)
  
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code sec. 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code sec. 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code sec. 71800 et seq.)
- In-Home Supportive Services Employer-Employee Relations Act (Gov. Code, § 110000 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:  
CALIFORNIA GOVERNMENT CODE SECTIONS 3505 AND 3509(B)

c. For MMBA, Trial Court Act and Court Interpreter' Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.)

SEE ATTACHED

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on June 7, 2023  
(Date)

at Fresno, California  
(City and State)

DAVID CHAVEZ

(Type or Print Name)



(Signature)

Title, if any: CHIEF OF HR AND LABOR RELATIONS

Mailing address: FRESNO UNIFIED SCHOOL DISTRICT  
2309 TULARE STREET, FRESNO, CALIFORNIA 93721

Telephone Number: 559-457-3000 E-Mail Address: david.chavez@fresnounified.org

## Attachment to Unfair Practice Charge

### *Fresno Unified School District v. Fresno Teachers Association*

#### 6(d): Statement of Charge

##### The Parties

1. Charging Party, Fresno Unified School District (“Charging Party” or “District”), is a “public agency” as that term is defined in Section 3501(c) of the Government Code. Respondent Fresno Teachers Association (“Respondent” or “FTA”), is an “employee organization” as that term is defined in Section 3501(a)(1) of the Government Code.
2. In March 1951, FTA was certified as the exclusive recognized employee organization representing all non-management certificated District employees.

##### The District/FTA Negotiations History

3. The Parties’ Collective Bargaining Agreement is set to expire on June 30, 2023.
4. In or about May 2022, President of FTA, Manuel Bonilla, and FTA Executive Director, Louis Jamerson, approached the Board of Trustees of the Fresno Unified School District and served them with a “Tentative Agreement” for their signature and review. (Exhibit 1.) The Parties had not yet met to negotiate. In an effort to circumvent the District’s Bargaining team, FTA directly bargained with the District’s board.
5. In or around September 2022, the District and FTA began to meet to establish ground rules for negotiations. The Parties met for the next three months in an attempt to establish ground rules. During these conversations, the Parties agreed to bargain through the Interest Based Bargaining (IBB) method. IBB is a method of negotiating where the parties come together and “mutually agree to use a method of problem-solving.” (Exhibit 2.) The steps of IBB include framing the issue, identifying data, identifying interests, inventing options, evaluating the options, formulating solutions, and ultimately arriving in a consensus between the parties. (Exhibit 2.) By using the IBB method, “[f]ocusing and developing interests expands the universe of available solutions. Positions are the concrete results we want [, while] interests are the intangible motivations that lead us to a position. They are [the] underlying hopes, concerns, and needs.” (Exhibit 2.)
6. Following the format of IBB, the Parties exchanged initial “interests” on November 18, 2022. (Exhibits 3 and 4.) FTA’s interest document was twenty-six (26) pages long, containing blatantly positional language, proposals for other bargaining units in the District, and student matters not subject to negotiations. (Exhibit 4.) FTA also submitted addendums, identifying additional “interests” on December 12, 2022, February 3, 2023, and March 20, 2023. (Exhibit 4.)
  - a. For an example of positional bargaining language, FTA provided as an “interest” “8. Disability Insurance Plan: A disability insurance plan (*provided by American*



*Fidelity*) shall be funded by the district and provided to all employees in the bargaining unit.” (Emphasis in original.)

- b. FTA identified Professional Trades and Clinical Social Workers as two “interest areas”, providing “interests” for trades workers such as “Additional day of vacation time added in the 2024-25 [sic] and one more day added in the 2025-26 school year,” and “interests” for social workers such as “After Social Workers obtain their licensure (LCSW), they shall receive the same yearly stipend as unit members who are on BA+90.” The District has two separate labor organizations representing these employee classifications.
  - c. FTA provided 35 separate bullet points of “interest” areas directly related to student needs and completely separate from the working conditions of District employees, including “interests” such as the “District open all school sites as parks on the weekends during non-sporting events” and “address student homelessness.”
7. The Parties agreed to and signed the Ground Rules for Interest Based Bargaining Negotiations on December 8, 2022. (Exhibit 5.) Provision number four of the ground rules provides:
- The parties agree to utilize IBB for the 2023-2026 successor collective bargaining negotiations. **If either party determines that traditional bargaining would better facilitate the progress of negotiations, the parties shall return to traditional bargaining upon written notice of one party to the other.** The ground rules may be modified in writing by mutual agreement of the Parties. (Exhibit 5, emphasis added.)
8. Provision number two of the ground rules codified FTA’s unreasonable demand to have two hundred (200) bargaining team members. (Exhibit 5.) Despite the unmanageable size of FTA’s team, the District did what it could to provide adequate space and refreshments for FTA’s negotiating team.
  9. Provision seven of the ground rules outlined the expectations of the bargaining sessions, including that the Parties would attempt to meet and negotiate twice per month. (Exhibit 5.) Every third session would take place in the evening in the District’s board room where a livestream would broadcast the general session conversation between the Parties. (Exhibit 5.) The ground rules identified that general sessions were to “discuss process, progress or other identified issues. General sessions shall not take the place of breakout sessions where specific interest area(s), issue(s) and proposed language are discussed.” (Exhibit 5.)
  10. Per provision number five of the ground rules, on or about February 3, 2023, the District hosted California State Mediation and Conciliation Services for IBB training wherein approximately twenty (20) members of FTA’s and twenty (20) members of the District’s bargaining teams were present. As per the ground rules, FTA was responsible for

providing training to its other bargaining team members: “It will be the responsibility of each party to share training, goals and expectations to other members who may join future bargaining sessions.” (Exhibit 5.) To the District’s knowledge, FTA never trained its non-present bargaining team members.

11. The Parties began to regularly meet for IBB sessions in February 2023. Per the ground rules, the Parties selected topics to discuss for the IBB sessions and the collective group would divide itself up between two or three different breakout sessions to discuss the different interest areas in the Parties’ two “interest” documents. (Exhibits 3 and 4.) To date, the Parties have met to bargain in the interest based format on the following topics: Fringe Benefits, Meeting Hours, Special Education, Adult and Alternative Education, and Evaluations.
12. The Parties began the task of identifying the several interests in each of those areas. The District, conforming to what the Parties had agreed to, attempted to approach these topics in an interest-based format. In these groups, the District attempted to hear out what FTA’s interest was and communicate what the District’s interest was all with the end goal of creative problem solving and reaching consensus.
  - a. Some of these groups were more productive than others. In the special education IBB breakout session, the District and FTA collaborated on how to meet the needs of itinerate providers by ensuring that they had keys at every school site. The breakout session discussed the shared interest and came to consensus surrounding paying teachers who had to attend IEP meetings past the eighth hour of the teacher’s work day. On or about March 16, 2023, the District and FTA also entered into a side letter to address recruitment and retention of qualified speech and language pathologists (“SLP”) during this time period. (Exhibit 6.)
  - b. However, the majority of the breakout sessions were not as productive. The common thread that ran through FTA’s discourse was that the District was not prepared, was not engaging in meaningful conversations and that they wanted written responses to their “interests” given to the District on November 18, 2022. They did not want to follow the IBB steps of inventing options, evaluating the options, formulating solutions, and arriving at a consensus. Instead, time and time again, FTA demanded written responses to their interests. At some point, FTA was unwilling to further discuss the topic with the District for that day.
  - c. The evening general sessions were similarly dysfunctional. What was supposed to be a time for the Parties to discuss “process, progress or other identified issues,” quickly devolved into FTA using the platform to lambaste the District on “specific interest area(s), issue(s) and proposed language,” for which the ground rules specifically identified were not the purpose of the general session. (Exhibit 5.)
13. Despite this, the District still continued to press into the mutually agreed upon process of IBB and communicated its desire to identify issues and co-create creative solutions with FTA. However, at almost every turn, FTA refused. In a spirit of good faith bargaining,

the District attempted to comply with FTA's demands for written responses to their identified "interest" areas. On or about April 27, 2023, the District provided an "Expanded Interests" document to FTA regarding what the District's interests and possible solutions were regarding Professional Learning Communities and professional development. (Exhibit 7.) When the District provided the document to FTA during the IBB session on April 27, 2023, FTA stated that it was not good enough and was unwilling to further discuss the topic with the District for that day. The District provided additional Expanded Interest documents on May 8, 2023, May 10 and 15, 2023. (Exhibit 7.) Time and time again, FTA refused to engage in an interest based conversation until the District would respond in writing, point by point to their November 18, 2022 "interest" document. (Exhibit 4.)

14. On May 18, 2023, the District complied with FTA's demands and provided a Comprehensive Response to FTA's Interest. (Exhibit 8.) In a side by side column format, the District republished FTA's provided "interests" and identified the District's interests in those same areas.
  - a. The District's included several items which the Parties' had already reached conceptual agreement, including paying teachers who had to attend IEP meetings past the eighth hour of the teacher's work day and identifying the March 16, 2023 side letter regarding the increase in pay to SLPs.
  - b. Moreover, the response identified areas where the District and FTA's interests were in alignment, such as "Ensuring knowledgeable and appropriate manager to conduct DIS Itinerant evaluations," "Professional learning classes for school nurses shall be provided and have relevant content for the nursing profession," and "[D]eveloping a music teacher substitute pool system."
  - c. Additionally, the response contained the agreement that the Parties had already made regarding health and welfare benefits. On or about April 20, 2023, through its Joint Health Management Board ("JHMB"), the District and its labor partners, including FTA, reached agreement regarding several matters, including eliminating deductibles for employees who are dual covered, offering 100% paid healthcare for all members on Plans A and C, and increasing coverage on Plan B to 80/20.
15. By May 2023, the relationship between the District and FTA had broken down considerably. While the District remained steadfast in its commitment to abide by the ground rules that the Parties had entered into in November 2022, FTA continued to demand that the District provide complete written proposals. Moreover, as the school year was quickly coming to an end, the Parties had only been able to explore interests on five topics. FTA's members continued to lament that they could not meaningfully engage in IBB because they did not receive training despite FTA's commitment to train its members the ground rules.
16. In light of all of this, the District elected to utilize its right under the ground rules to revert to traditional bargaining. On May 19, 2023, Chief of Human Resources, David



Chavez, sent a letter and email to President Bonilla informing him that the District was returning to traditional bargaining and would need to renegotiate the ground rules for traditional bargaining (Exhibit 9.) However, to not impact the Parties' progress—however minimal—the District would be providing its first package proposal on June 1, 2023.

17. In response, on or about May 24, 2023, FTA's membership voted to take three actions. First, it was rejecting in its entirety the District's May 18, 2023 Response to FTA's Interest Areas. (Exhibit 8.) Second, FTA was serving the District with its Last, Best, and Final offer. (Exhibit 10.) This document is *nearly identical* to the November 18, 2022 "interests" document that FTA initially provided to the District. (Exhibit 4.) And third, FTA informed the District that if the contract between the Parties was not settled by September 29, 2023, it was taking a strike vote.
  - a. FTA's Last Best and Final offer contains only 4 differences compared to the November 18, 2022 document. First, FTA demanded a 13.26% salary increase for 2022-2023 despite the contract being closed for that year. FTA's November 18<sup>th</sup> document sought 13.2% for 2022-2023. Second, FTA modified its demand regarding eliminating the use of Edgenuity to allow it to be used in the existing Alternative Education setting instead of a complete prohibition from its use. Third, in its section on nurses, added additional language to specify that in addition to having one nurse at every school site, that the District would have open ended hiring of 36 nurse positions until the positions are filled, and added equitable staffing assignments among nurses. Fourth, FTA added an Adult Transition Plan at Fairmont proposal.
18. On or about May 25, 2023, Mr. Chavez and other members of the District's bargaining team met with President Bonilla and Executive Director Jamerson who confirmed the May 24, 2023 positions and member vote: that FTA rejected the District's May 18 response in its entirety, that the *near identical* May 25, 2023 document was FTA's last best and final offer, and that FTA was going to take a strike vote if the contract was not settled by September 29, 2023.
19. In rejecting the May 18, 2023 District response, FTA was rejecting interests where the Parties had already reached conceptual agreement or where the District agreed to FTA's interest. Additionally, FTA as rejecting matters where the Parties have *already come to an agreement* such as the side letter for SLPs and the changes to the health and welfare benefits through JHMB.
20. Moreover, the May 25, 2023 Last Best and Final offer from FTA includes proposals for other represented units in the District, including trades workers and social workers.

Unfair Practice Charge: FTA's Conduct Violated Government Code § 3505 and § 3509(b)

21. As described, FTA's behavior has violated its obligation to meet and negotiate in good faith as required under Government Code § 3505 and § 3509(b).

- a. FTA's Last Best and Final offer contained predictably unacceptable proposals to the District.
- b. FTA's inflexible positions from its November 18, 2022 interest document to its May 25, 2023 Last Best and Final offer demonstrates a take-it-or leave-it attitude which is another indicia of bad faith bargaining. Moreover, FTA is merely going through the motions and surface bargaining as evidenced by its conduct rather than bargaining in good faith.
- c. FTA's self-imposed time limit on resolving negotiations by September of 2023 is not necessitated by any legitimate deadline and indicates bad faith bargaining.
- d. FTA's proposals regarding employee working conditions outside of their bargaining unit are not negotiable with FTA and further evidence of bad faith.
- e. FTA's complete rejection of the District's May 18, 2023 interest document, even on items the parties are already in conceptual agreement with, is further evidence of bad faith.

#### Requested Remedies

22. Based on the foregoing, the District seeks the following relief:
  - a. That PERB make a determination that FTA violated Sections 3505 and 3509(b) of the Government Code.
  - b. That PERB issue an order that FTA rescind its May 25, 2023 Last Best and Final offer for failing to negotiate in good faith.
  - c. That PERB issue an order that FTA and the District agree upon new ground rules for traditional bargaining.
  - d. All such other and further relief as appears just and proper under the circumstances.

# **EXHIBIT 1**

**Employee Recruitment & Retention  
Healthcare:**

- Dual coverage cost eliminated (cost about \$240,000 per year) \*funds already in JHMB for this, so no additional cost
- District paid disability for all employees going forward; our members pick the plan and district reimburses up to \$80 per month (cost about \$7.2 million per year based on 8000 employees)
- Reset qualification for lifetime benefits (district will need to run cost)
  - all members hired before March 16, 2020, who serve at least 20 years
  - all members hired after March 16, 2020, but before August 1, 2023, and who serve at least 25 years
- 100% district paid healthcare (cost about \$6.3 million per year)
  - no increase in premiums; max out of pocket to \$1000/\$2000 (in network/out of network)

**Salary:**

- 2% on going salary effective July 1, 2021 (about \$11m for 21-22)
- 5% salary for 23-24; 5% salary for 24-25; 5% for 25-26 or COLA, whichever is highest for each year (about \$55m per year; note, we would bargain for increases in these year; the formula we have in the CBA will get around 4% in 22-23)
- \$5000 one-time payment (about \$30m spread out over two years); \$1500 this year and \$3500 in June of 2023

**Students:**

- District set aside \$1 million annually for clothes & school supplies for students who need them (\$1 million)
- District create food pantry in each region by 2025; \$250,000 per region (deodorant, feminine hygiene products, shampoo & conditioner, and soap included) (\$1.75 million)
- At least one Reading Specialist hired at all elementary school sites (\$12.2 million)
- Class sizes capped at 1:18 at our elementary schools with lowest performing students (at least 10 sites) (\$4 million)
- Mandatory, free tutoring for all students at secondary who have Cs, Ds & Fs (\$2 million)
- Free universal after school programs. (\$5 Million)
- Implementation of Chess and other educationally based enrichment programs at all school sites (\$2.1 million)
- District provided extension/transition programs & services for all students who "age out" of foster care services; programs provided through Fresno Adult School (\$2 million)
- District partner with FPU to provide paid Masters in Literacy classes for 20 teachers per year (\$600,000)
- Dual enrollment expansion: district partners with Fresno State to provide paid Masters Degree that would make teachers eligible to teach Dual Enrollment classes; 30 teachers (\$450,000)
- District build homeless housing for 50 students by 2025; expand to 100 students by 2028 (\$20 million...most one time)
- Open high school parking lots to homeless families to park their car. Provide paid security. (\$500,000)
- District provide free laundry service by 2026 (charge non-students a fee) (\$1 million)
- District provide free wellness programs to students and parents (yoga, meditation, low impact exercise); programs could be done at school sites outdoors or in gyms on weekends) (\$1 million)
- District open all school sites as parks on weekends during non-sporting events (\$500,000)
- District set-aside \$1 million annually for students to do college tours, with an emphasis on underserved students visiting HBCLIs and other institutions who support culturally disadvantaged students (\$1 million)
- FTA/CVEF contribution: jumpstart scholarships to students starting in 9<sup>th</sup> grade or middle school to encourage high academic performance (3.5 gpa or higher) that may help students get college scholarships; maybe \$500 per year (\$50,000)

Approximate Total Student budget \$35.1 million of which \$20 million is one-time

**Expanding School Board Trustees Responsibilities**

- Trustee's monthly salaries increased by \$3,000 (\$252,000)

Trustees Agreement Reached 4.8.2022

Superintendent Bob Nelson

Deputy Superintendent Misty Her

  
FTA President Manuel Bontia

  
FTA Executive Director Louis Jamerson

PERB Received  
06/08/23 14:09 PM

## **EXHIBIT 2**



# INTEREST-BASED BARGAINING (IBB) WORKSHOP™



Presented by the  
California State Mediation and  
Conciliation Service

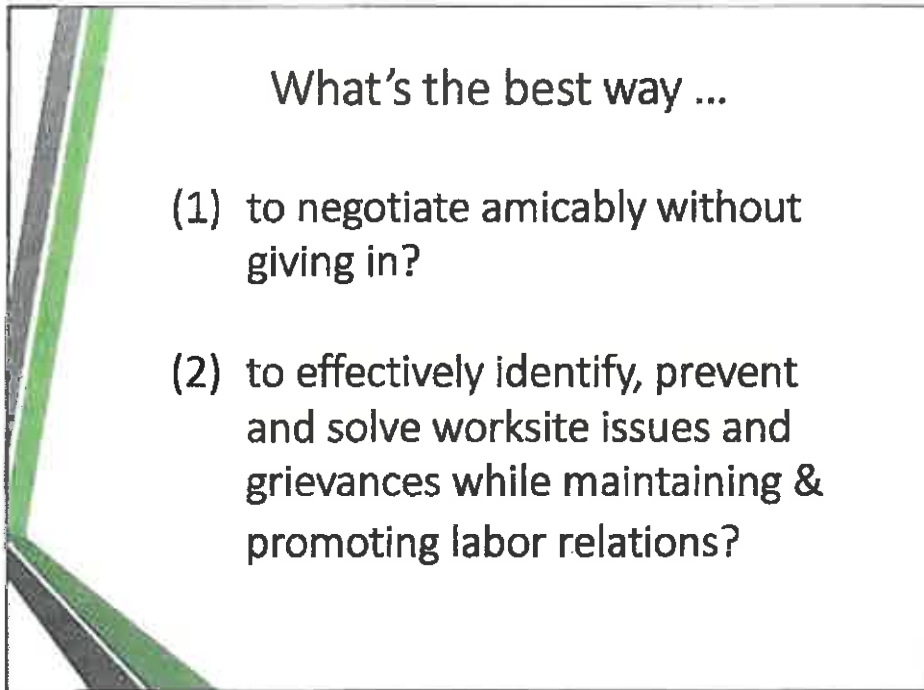
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## Objectives of Training

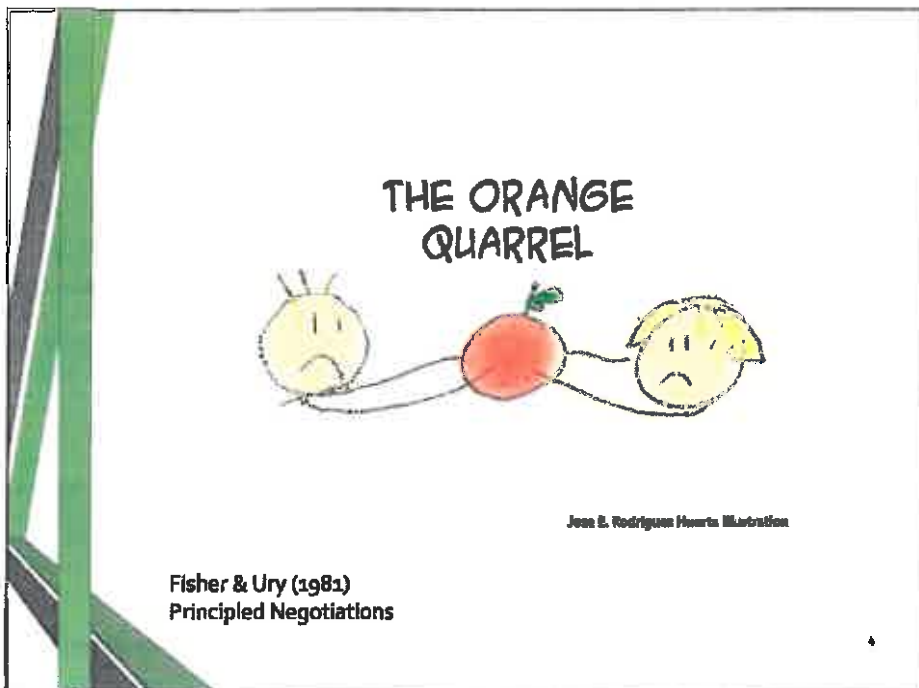
At the conclusion of the training, participants will understand:

- Importance of collaborative, empathetic, and effective communication.
- The fundamental differences between traditional (positional) and IBB bargaining;
- The principles and how IBB process works;
- That key to the success of this process depends on developing a positive, ongoing relationship between the parties.

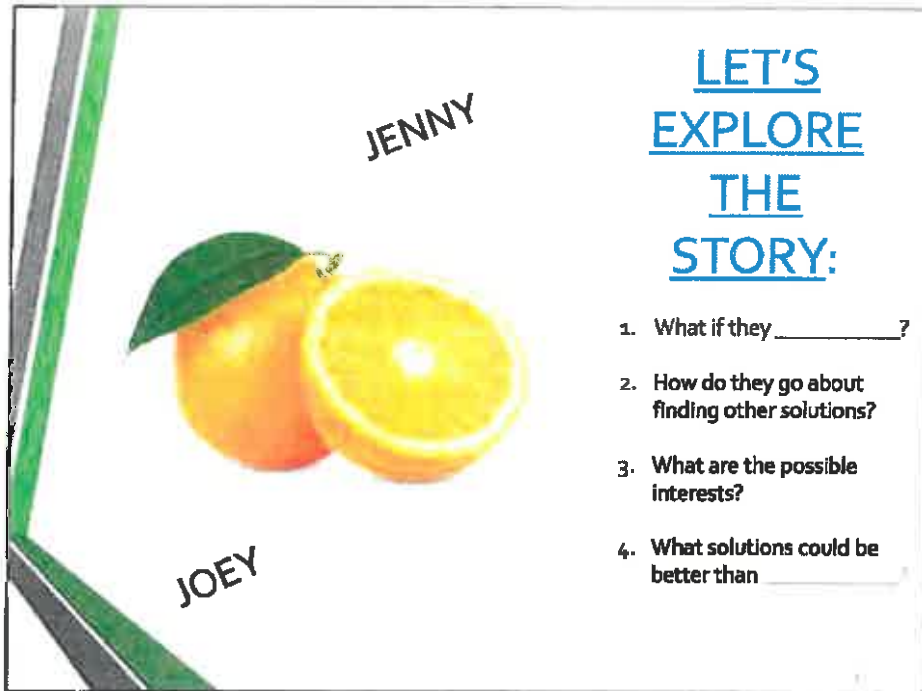
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3



4



**JENNY**

**JOEY**

**LET'S EXPLORE THE STORY:**

1. What if they \_\_\_\_\_?
2. How do they go about finding other solutions?
3. What are the possible interests?
4. What solutions could be better than \_\_\_\_\_?

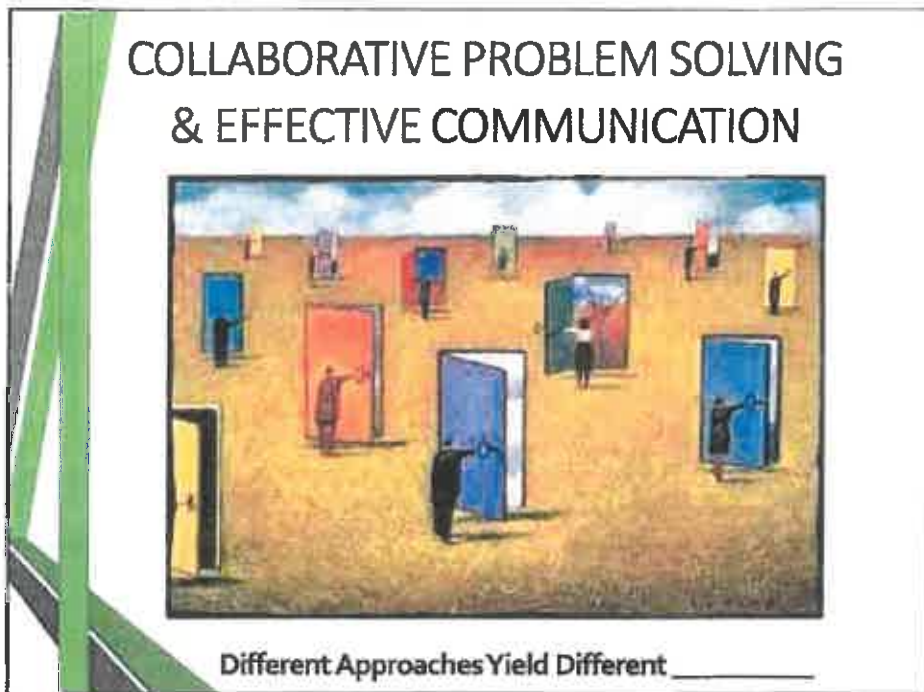
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**IMPROVING THE NEGOTIATING ENVIRONMENT**

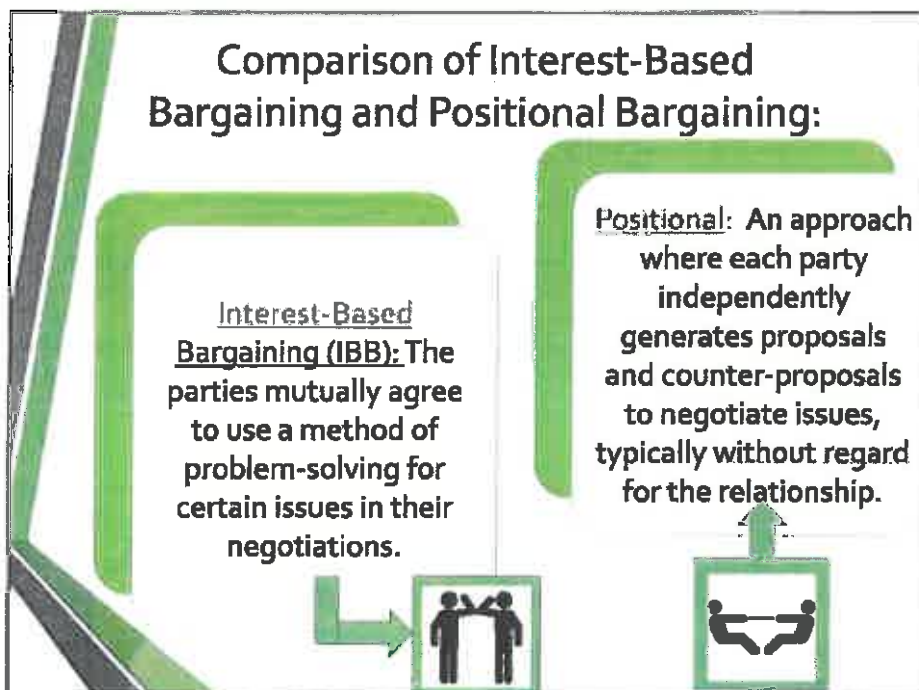
Let's start with exploring the two types of negotiations and problem-solving techniques:

1. \_\_\_\_\_
2. \_\_\_\_\_

6



7



8

## Harvard School of Business Interest Based Bargaining

### IBB/ AKA PRINCIPLED APPROACH



Sometimes also referred to as "Integrative bargaining."

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### MAJOR FEATURES OF THE IBB/PRINCIPLED APPROACH

- A \_\_\_\_\_ is achieved before moving on to finding solutions.
- Solutions are \_\_\_\_\_ when jointly developed and implemented.
- Efforts to address differences \_\_\_\_\_ and \_\_\_\_\_ are integral to the process.
- Consensus between participants on solutions that satisfy collective needs is achieved gradually, while \_\_\_\_\_ and \_\_\_\_\_ the relationship.

10

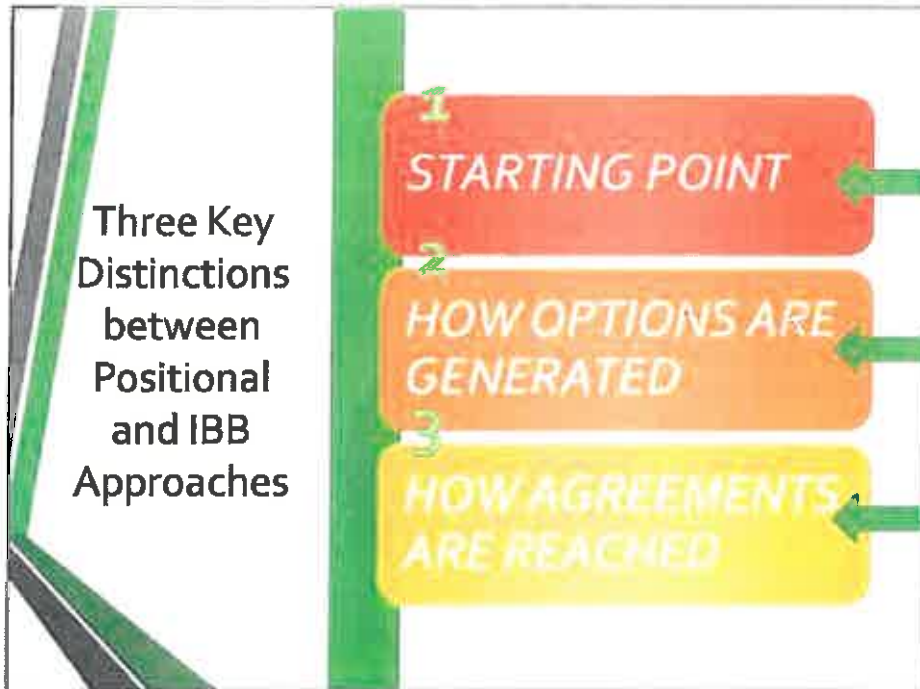


<b>Interest-based Approach vs. Position-based Approach</b>	
<b>Participants are problem solvers</b>	<b>Participants are adversaries</b>
the goal is an effective agreement, reached amicably	the goal is victory (no have to win)
soft on the people, hard on the problem	hard on the people and the problem
emphasis is on interests, not positions	participants defend their entrenched positions
look for mutually advantageous positions	demand one-sided gains as the price of agreement
evaluate all options according to agreed-on criteria	don't discuss, but impose a position and insist on winning
remain faithful to interests, but flexible about solutions	threaten and use pressure
take the time to assess and consult	have to win before midnight

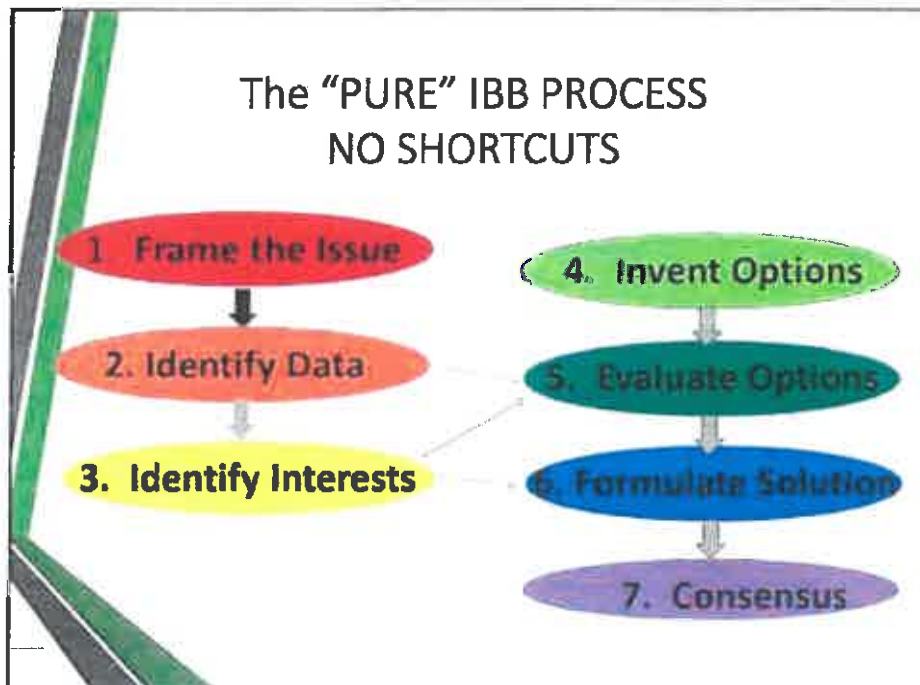
11

OPTIMIZING  
THE NEGOTIATING  
ENVIRONMENT  
WITH IBB

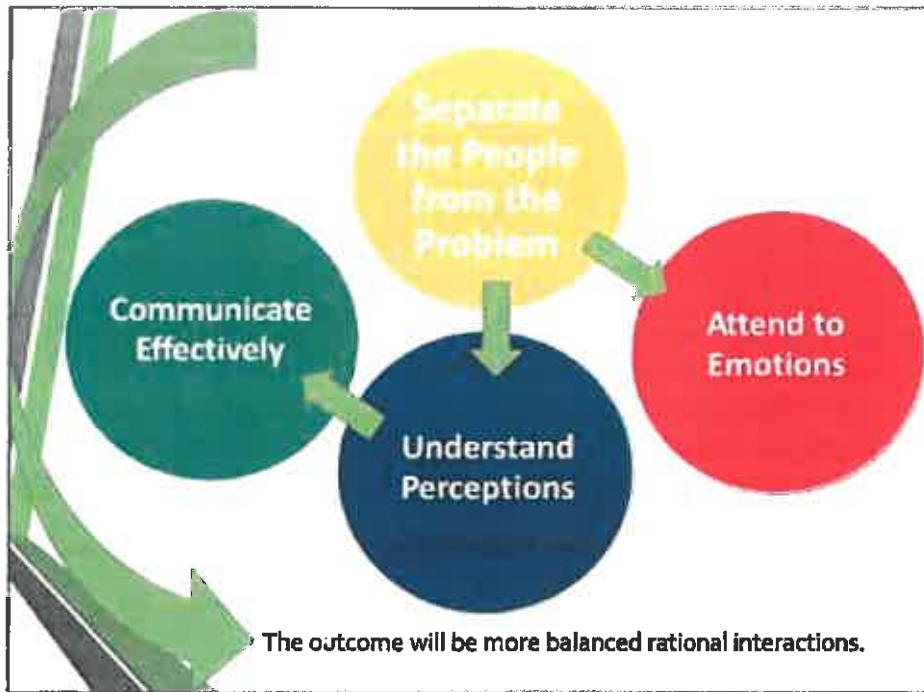
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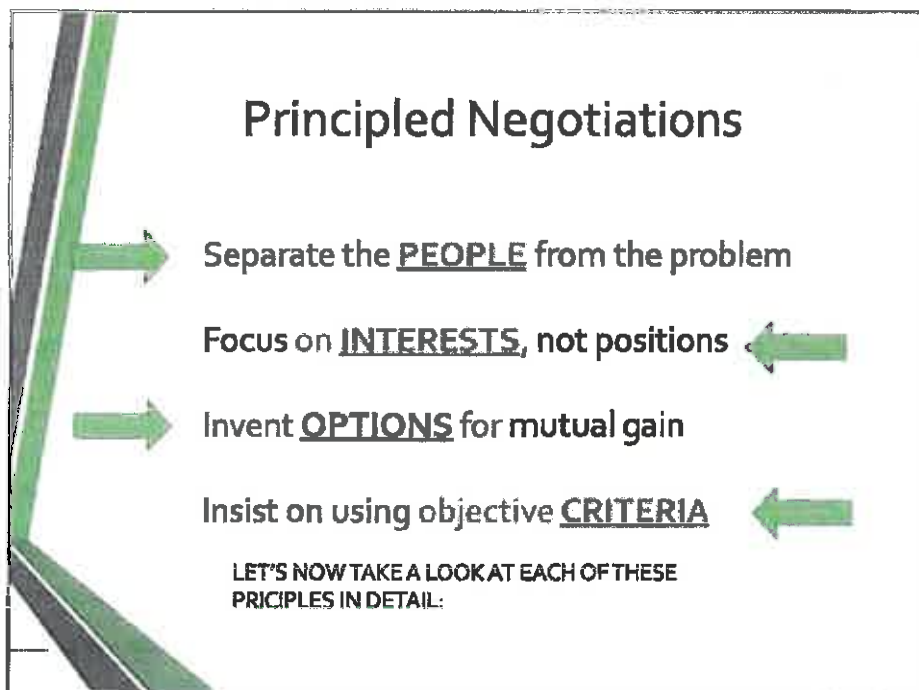
13



14



15



16



Failing to deal with others sensitively as human beings ... can be disastrous for a negotiation. Whatever else you are doing at any point during a negotiation ... it is worth asking yourself, "Am I paying enough attention to the people problem?"

*-Fisher and Ury,  
Getting to Yes*

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## Separating the People from the Problem:

Negotiation involves two major overall aspects:


1. The Process: \_\_\_\_\_
2. The Substance: \_\_\_\_\_

Consider "relationships" and "people" part of the process. Make a commitment to disentangle any relational/personal issues from the final results.

*Getting Together; Building Relationships at We Negotiate (1988)  
Fisher and Brown*

18


Remember to not make it personal  
and to realize that every problem  
comes with a historical context  
beyond the people involved.

A photograph of a hand holding a white sign with the text "DON'T TAKE IT PERSONALLY" in black capital letters. The sign is held up against a blurred background.

19

Understand  
Perceptions

How see the world  
depends on  
where you sit.

A photograph of a dog sitting on a rocky outcrop, looking out over a vast, hazy valley with rolling hills and mountains in the distance.

What's your vantage point?

20




Perceptions can vary based on the known information.

“The process of perceiving things and building up our beliefs is highly personal.”

*Getting Together; Building Relationships as we Negotiate. Ficher & Brown (1988)*

What are your perceptions? →




21

Perceptions vary from person to person.

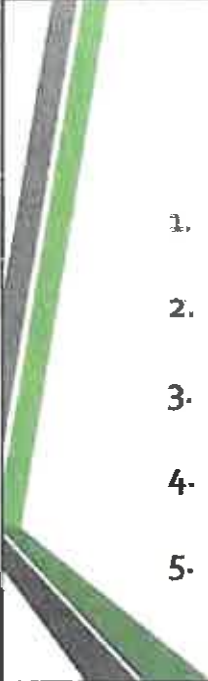
As the Child, sees it.

As the Parent taking the picture sees it.



As the Parent playing with the Child, sees it.


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## TIPS FOR EXPLORING PERCEPTIONS

- 1.
- 2.
- 3.
- 4.
- 5.

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## POINTS OF VIEW ACTIVITY

24

## Alligator River Story – Group Exercise


Once upon a time... there was a woman named Abigail who was in love with a man named Gregory. Gregory lived on the shore of a river. Abigail lived on the opposite shore of the river. The river which separated the two was teeming with man-woman eating alligators. Abigail wanted to cross the river to be with Gregory. Unfortunately, the bridge had been washed out.

So, she went to ask Sinbad, a river boat captain, to take her across. He said he would be glad to, if she would consent to go to bed with him preceding the voyage. She promptly refused and went to a friend named Vana to explain her dilemma. Vana did not want too be involved at all in the situation.

Abigail felt her only alternative was to accept Sinbad's terms. Sinbad fulfilled his promise to Abigail and delivered her into the arms of Gregory.

When she told Gregory about her journey and how she crossed the river, Gregory cast her aside in disdain.

Upon arriving home, heartsick and dejected, Abigail turned to Slug with her story. Slug, feeling compassion for Abigail, sought out Gregory and beat him up. As the sun sets on the horizon, we hear Abigail laughing.




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## DIFFERENT STORIES

*“Sometimes people have honest disagreements, but even so, the most useful question is not “Who’s right?” but “Now that we really understand each other, what’s a good way to manage this problem?”*

From Difficult Conversations, Stone, Patton, Heen

26



**Attend to Emotions**

### TAKING A STEP BACK

Do recognize signs that someone is becoming:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Do not:**

- \_\_\_\_\_ what they're feeling
- respond in \_\_\_\_\_
- attempt to \_\_\_\_\_ them

**and try to move on**

Other possible emotions?




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## Tips for Dealing with Emotions

- Be \_\_\_\_\_ in acknowledging emotion(s) about the issue.
- Be willing to take a \_\_\_\_\_, if necessary, before discussing the reasons for the emotional response.
- Ask questions and \_\_\_\_\_ and ask more questions – don't 'ask and answer.'
- If you are the one with the emotional response, \_\_\_\_\_ for working through it.

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## WHEN THE GOING GETS TOUGH



Hang In There because **DIFFICULT CONVERSATIONS** means you probably are having transformative, problem-solving discussions.

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## COMMUNICATION TIPS



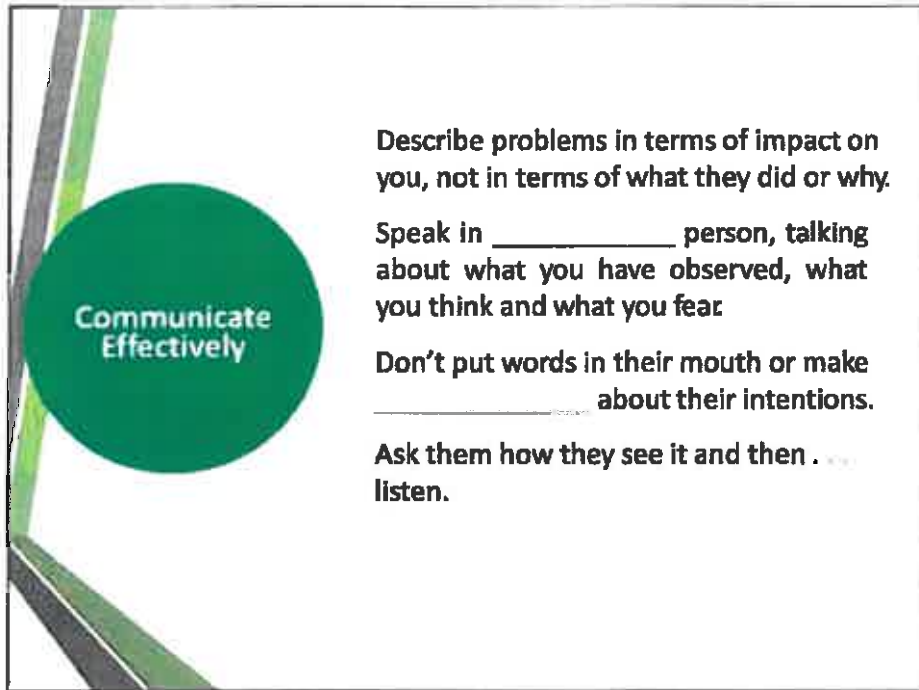
**Listen.** Allow others time to talk without \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_.

**Ask questions. Bring curiosity.** Check for \_\_\_\_\_. Convey interest.

**Speak to promote understanding and positive \_\_\_\_\_, not to impress the audience.**

30





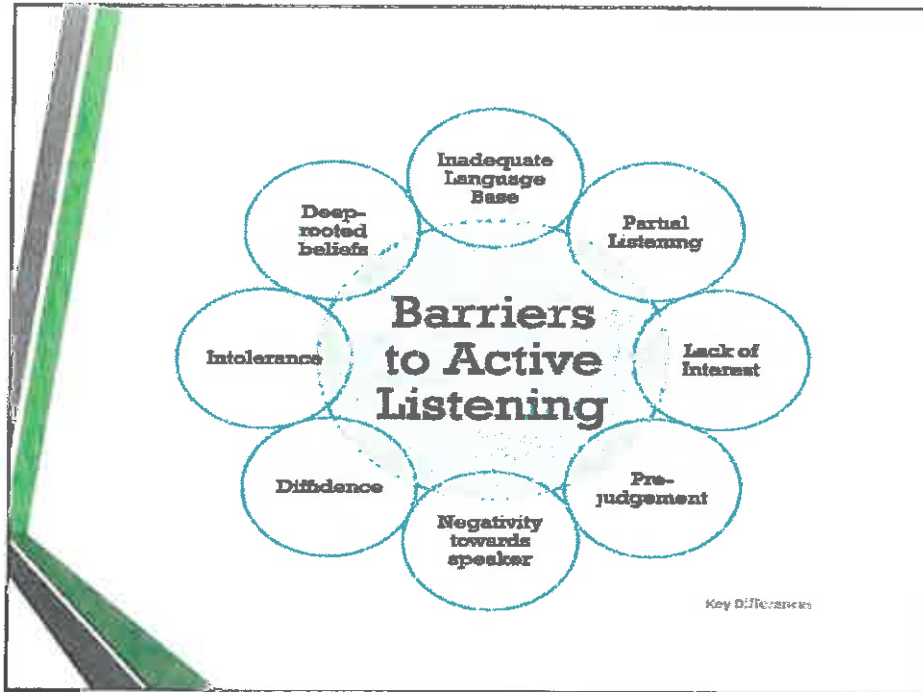
**Communicate Effectively**

- Describe problems in terms of impact on you, not in terms of what they did or why.
- Speak in \_\_\_\_\_ person, talking about what you have observed, what you think and what you fear
- Don't put words in their mouth or make \_\_\_\_\_ about their intentions.  
Ask them how they see it and then . . . listen.

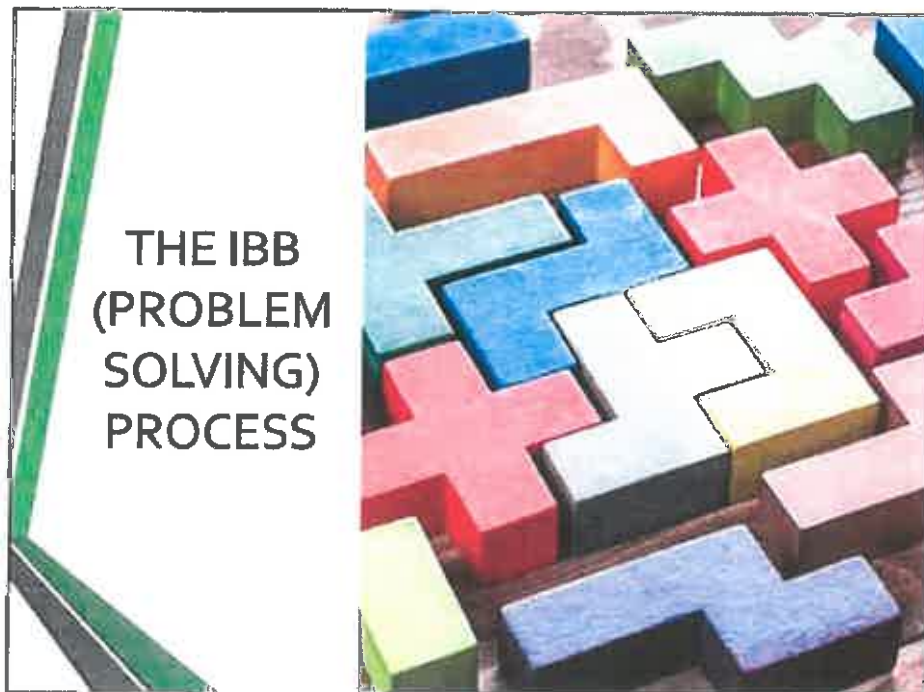
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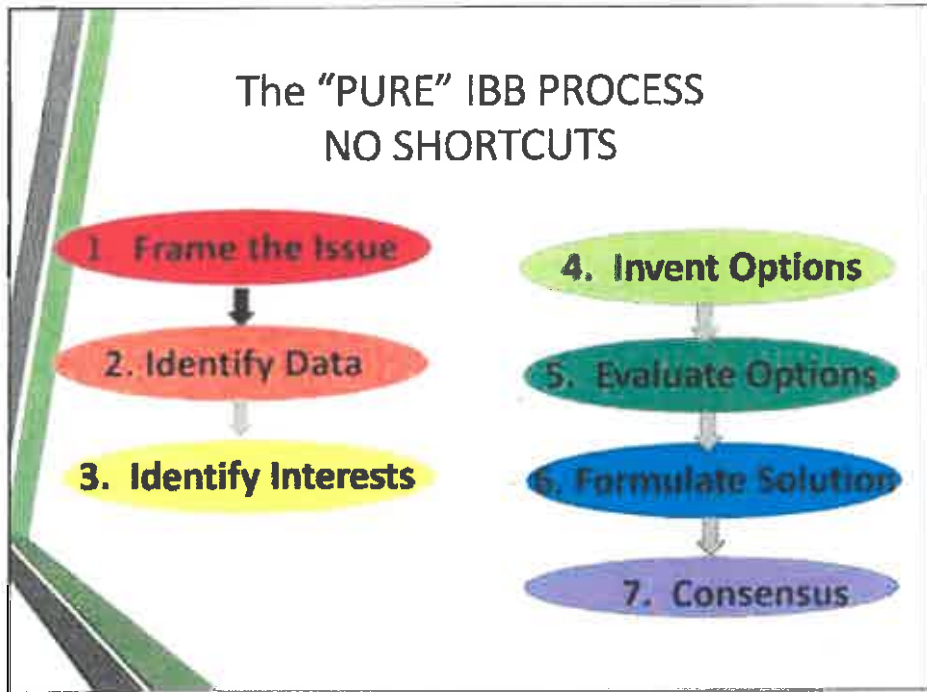
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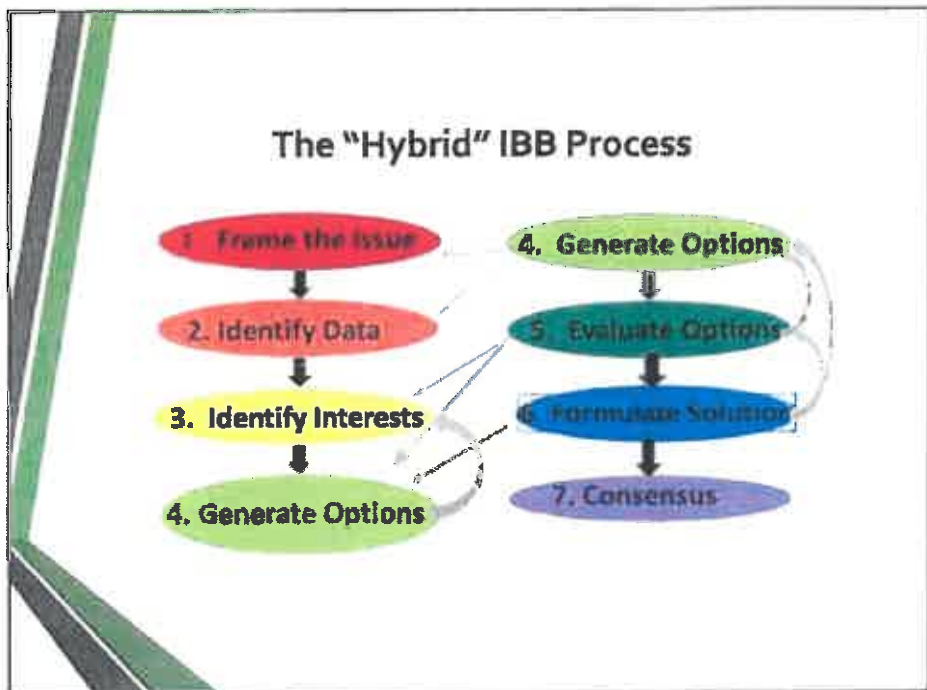
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35



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## GROUND RULES

Meaningful ground rules are important to a successful negotiations' process. Ground rules should be developed in either a separate meeting, or with sufficient time allowed prior to the beginning of discussions in the first scheduled negotiations' meeting. This is an important step in setting-up a framework of trust and effective communications.


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## 1. FRAME THE ISSUE

Objectives:

1. Identify and develop a joint understanding of the issue or problem.
2. Create a issue/problem question that both sides agree to be guided by.
3. Helps to disentangles relationships or people from the problem so that everyone can rely on objective data/criteria.


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## HOW TO FRAME AN ISSUE

- “Tell A Story” describing and explaining the issue(s) and/or problem(s) to be addressed.
- Work toward a \_\_\_\_\_ of the problem by \_\_\_\_\_.  
*Understanding does not require agreement.*
- What is the current state? Why is it an issue or a problem? What needs to be addressed?


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- Make notes of data and interests that emerge during the story telling. *You’ll address these more thoroughly later.*
- Form a problem-question. *This is a joint process.* For example, “How can we ... ?”
- Get consensus (“understanding”) on the problem question before moving on.

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## FORMING THE PROBLEM QUESTION

Open ended – *“How can we . . .”; “How will we . . .”; “What will we . . .”.*

Neutral -- free of \_\_\_\_\_.


Not Leading -- free of \_\_\_\_\_.

Focused – right size for the \_\_\_\_\_.

Must be easily \_\_\_\_\_.

May be expressed as multiple questions.

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## 2. IDENTIFY DATA

Facts known to both parties.

Unknown facts essential to the problem that need to be known.

Facts known by one party that will eventually be known to the other party.

Facts that may assist the parties in evaluating acceptability/fairness of solutions (objective criteria).

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## Developing and Using Objective Criteria

Jointly ask, "What \_\_\_\_\_ might be most relevant in this case?"

Standards should be legitimate, \_\_\_\_\_, and applicable to both sides.

One \_\_\_\_\_ does not preclude the existence of others.

Examples: CPI, 3rd P Evals, Precedent, Legal Standards, Comparables.

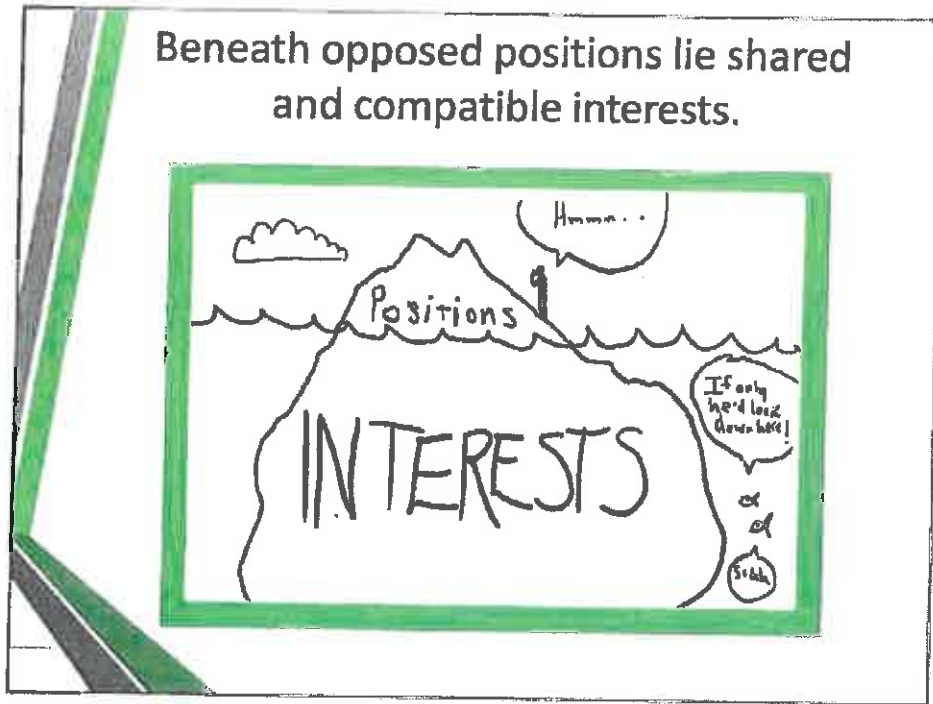
43

### 3. IDENTIFY INTERESTS

Focusing and developing interests expands the universe of available solutions.

- **POSITIONS** are the \_\_\_\_\_ we want.
- **INTERESTS** are the \_\_\_\_\_ that lead us to a position. They are our underlying hopes, concerns, and needs.

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### DISCOVERING INTERESTS

- Why \_\_\_\_\_ ?
- Why \_\_\_\_\_ ?
- What \_\_\_\_\_ ?
- What \_\_\_\_\_ ?
- How \_\_\_\_\_ ?

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## INTEREST STEP POINTERS:

Realize each side has multiple interests.

Make your interests come alive – be specific. Concrete details not only make your description credible but also add impact. (“Tell A Story”)

Strong advocacy for your interests is ok.  
This is the place to spend your aggressive energies.


Acknowledge their interests are part of the equation.  
Successful negotiation requires being both firm AND open.

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Why do you want that? How would that help?

Position	I must have work hours 8:30 – 3:00		
Interests			
Interests			


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4. GENERATE OPTIONS


How can we solve this problem  
and satisfy as many of our  
interests as possible?

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USE BRAINSTORMING

50




## SOLVING THE ISSUE / PROBLEM

There is no limit to what people can do or where they can go if they don't mind who gets the credit (or blame).

- paraphrasing President Harry S. Truman

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## BRAINSTORMING TO GENERATE OPTIONS

How can we solve this problem and satisfy as many of our interests as possible?

1. Creative options create a greater likelihood of achieving an agreement.
2. Negotiators position themselves side-by-side against the problem, *not each other*.

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### Tips for Generating Options

Ask for a range of ideas  
- be \_\_\_\_\_

Start with general \_\_\_\_\_ before getting into specifics.

Don't \_\_\_\_\_

Remember: Options are ideas, not \_\_\_\_\_ or \_\_\_\_\_!



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### EXERCISE LINKING CONCEPTS OF INTERESTS, OBJECTIVE CRITERIA (DATA) AND OPTIONS :


**Issue:** How can we implement a curfew for our sixteen-year-old child?

**Data / Objective Criteria:** ?

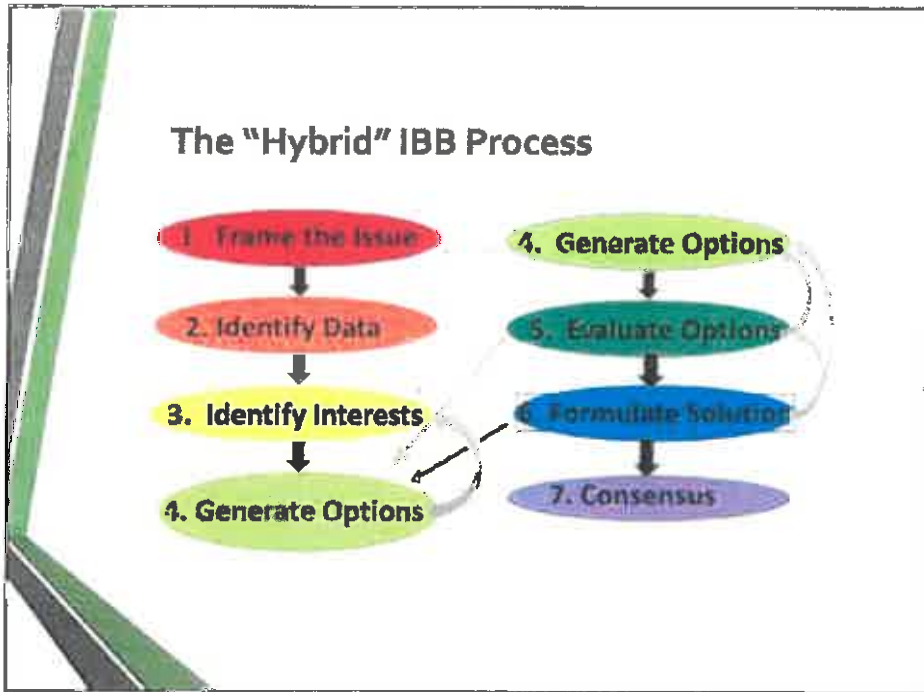
**Interests of Parents:** ?

**Interests of Child:** ?

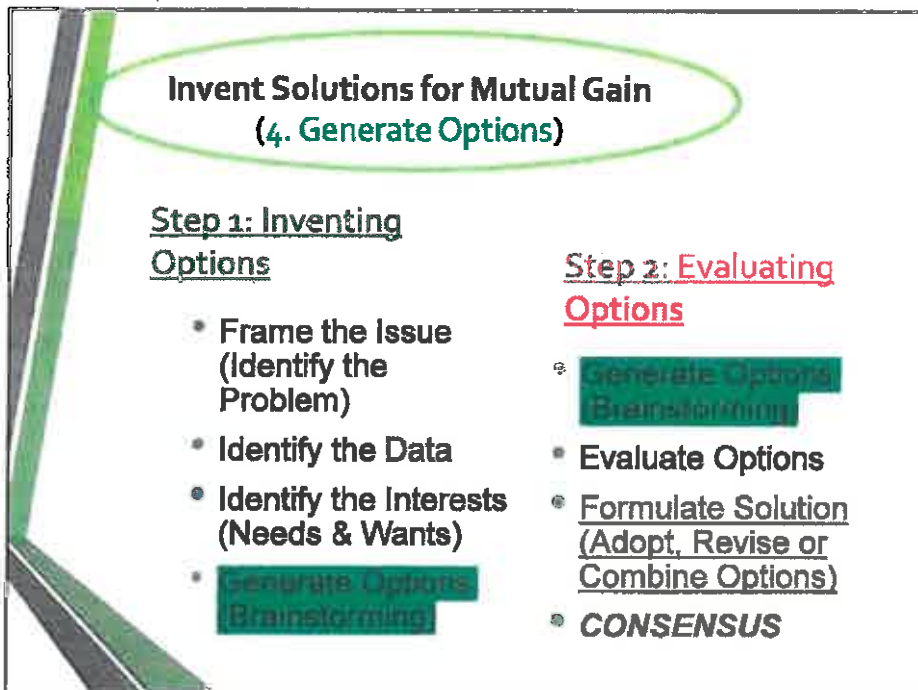
**Options:** ?



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55



56

**EVALUATE  
OPTIONS**

Rank/combine options,  
if desired;

Discuss how options  
meet the interests;

Record results.

Discussing how each option meets, or fails  
to meet, each *interest helps to increase  
understanding.*

An illustration of a person with glasses and a blue shirt standing next to a whiteboard on a tripod stand. The person is pointing at the whiteboard with their right hand. The illustration is enclosed in a green rectangular frame.


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Discussing how each option  
meets, or fails to meet, each  
interest helps to increase  
understanding of the ISSUE and  
DATA needed to address issue  
and INTERESTS and OPTIONS.

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## RECORDING GROUP CONCLUSIONS

- +** meets the interest(s)
- 0** doesn't meet the interest(s)
- n/a** doesn't apply
- ?** not sure
- +/0/?** yes, no, not sure



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## ALTERNATIVE ANALYSIS & EVALUATION

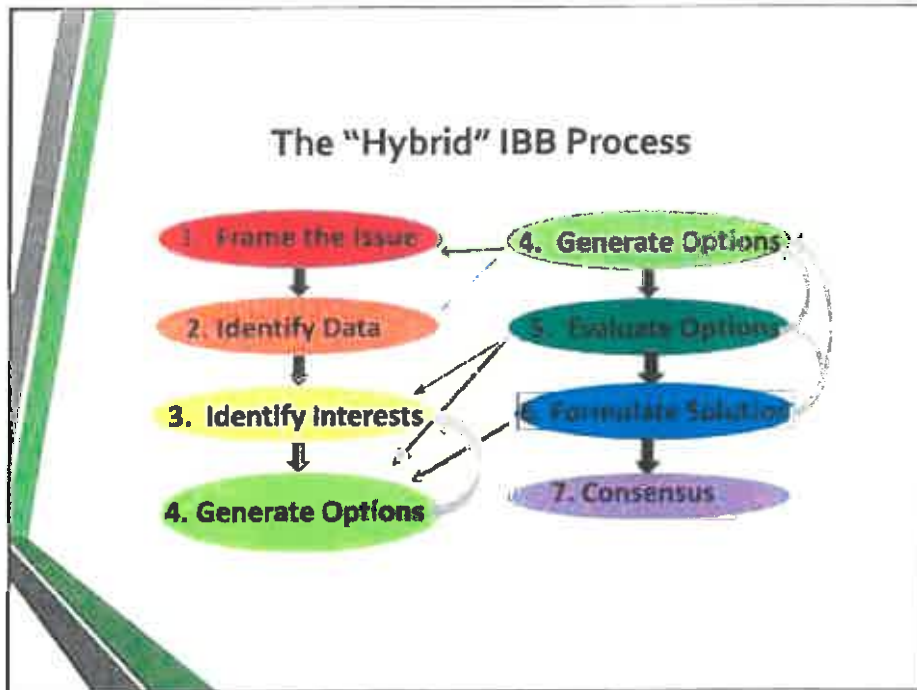


**Value to Management**

**Value to Union**

6-10 = Acceptable Option that Team Highly Values  
10 = Perfect Option      6-9 = "We can agree on it"  
5 = NEUTRAL ("We like the Option"; "We have concerns or questions about concept"; "The idea has some merit and we might be able to live with it"  
2-4 = Team has Reservations about Option  
1 = Serious Reservations = No Value / Very Opposed  
(Care Must Be Taken In Explaining Option's Score)  
*N.B. Option's Score Can Change During Discussions*

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### 6. FORMULATE SOLUTIONS

Aim for best possible agreement, building on most highly rated options.


Offer friendly and "yes-able" amendments as you go.

Circle back to interests and data as needed.

Test for consensus.

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7. REACH A  
CONSENSUS




No one gives in, no one gets everything they want, but it's the best possible solution for us at this time.

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**I believe THAT you understand my point of view and THAT I UNDERSTAND YOURS.**

*Whether or not I prefer this decision, I support it because it was reached fairly and openly, and it is the best solution for us at this time.*



CONSENSUS

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## TESTING FOR CONSENSUS

Has everyone been heard?

Are we in agreement?

Can everyone live with and actively support this solution?



The slide features a decorative green and grey border on the left side. The text is centered and uses a sans-serif font. The three hand icons are arranged horizontally in the center of the slide.

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## THE DISSENTER'S OBLIGATION

If you cannot support a solution –

1. Explain why,  
*and*
2. Propose an alternate solution by building on or modifying the rejected proposal.

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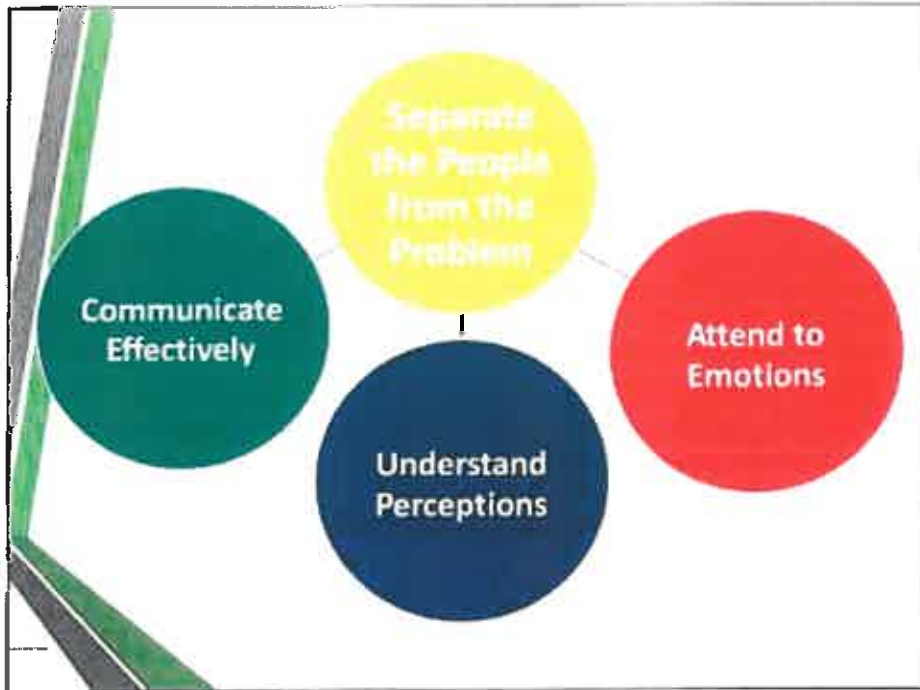
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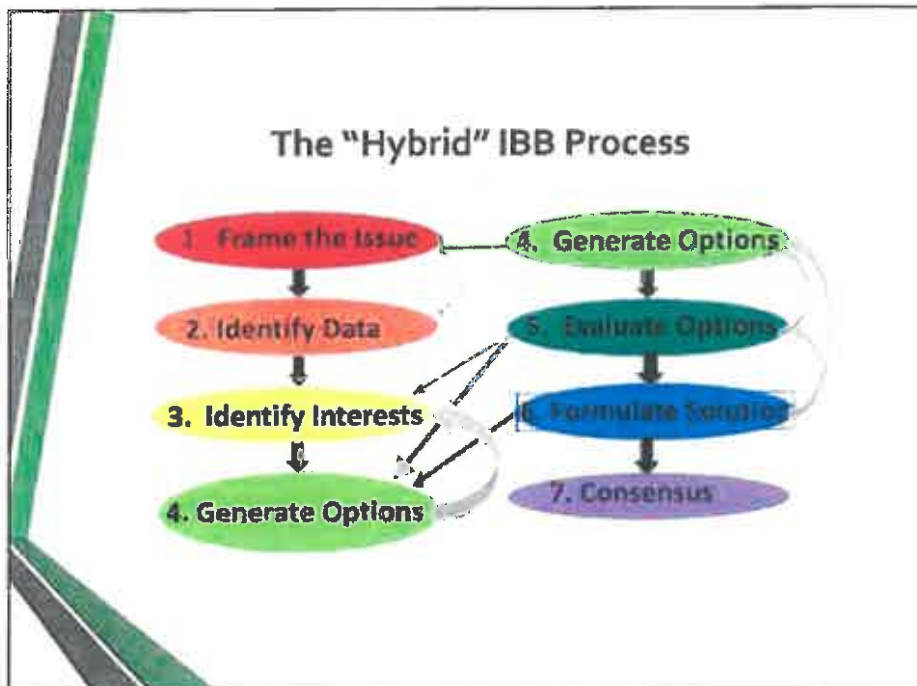
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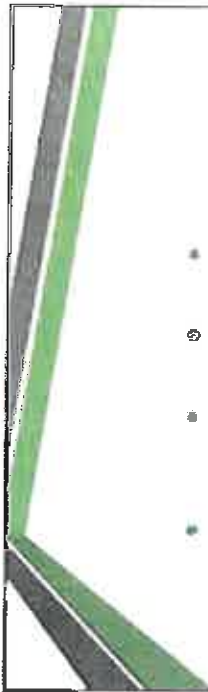
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## PREPARATION

- Set a schedule for meetings ahead of time to allow opportunity to prepare competently.
- Make the first meeting a meaningful effort to establish or revisit ground rules.
- Discuss and clarify information requests, including how the information should be provided (format, filters).
- Stock-up on easel flipchart pads and many colors of markers.

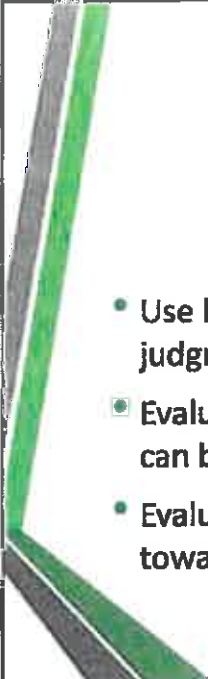
71



## PROCESS

- Introduce and record interests, not proposals.
- Discuss interests for understanding, not agreement.
- Indicate which interests are shared (“joint” and “mutual”) and of the remaining interests which belong to which side.
- Determine if there are redundancies that can be eliminated or combined.

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## PROCESS, continued

- Use brainstorming without censorship or judgment to develop options.
- Evaluate options for redundancies and those that can be combined.
- Evaluate options for possible solutions with eye towards “win-win” outcome.

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73



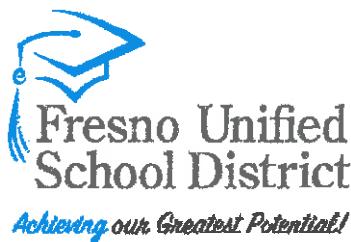
Hope fully this  
information  
will be helpful  
in your negotiations

THANK YOU

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# **EXHIBIT 3**





**BOARD OF EDUCATION**

Elizabeth Jonasson Rosas, President  
Genoveva Islas, Clerk  
Claudia Cazares  
Valerie F. Davis  
Andy Levine  
Major Terry Slatco USMC (Retired)  
Keshia Thomas

**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

November 18, 2022

**Initial Interests of the Fresno Unified School District (District) for  
Negotiations with the Fresno Teachers Association (FTA)**

**2023/24 Contract Re-openers**

Fresno Unified School District is a place where students, families, and staff are valued and empowered to achieve their greatest potential. We nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment.

Fresno Unified is committed to its students, employees, and the community, and to building positive employer-employee relationships that will lead to positive student outcomes. For that reason, the district and FTA have agreed to interest-based bargaining (IBB) as the process for negotiations to ensure that the parties come up with collaborative solutions to identified interests that are mutually beneficially and durable.

**Core Values for Bargaining**

- Interests, recommendations, solutions and decisions will be centered on improving academic outcomes for students.
- The District must remain fiscally solvent by adhering to sound business practices.
- The District will engage in principled decision-making that aligns to the Vision, Mission, Values, and Goals with our intentions and actions.
- The District will engage in constructive communication by sharing information and providing accurate data to employees and the community.

The following are the District's Initial Interests for the 2023/24 contract re-openers for negotiations with FTA. The District reserves the right to add, remove or modify any Articles or Interests up until the end of the last bargaining session in February, or by the 10<sup>th</sup> bargaining session, whichever comes later, per the Ground Rules as requested by FTA.

**Article 1 – Adult Education**

- The District has an interest in a 480-minute work day consistent with other bargaining unit members.

**Article 5 – Class Size**

- The District has an interest in updating language to reflect legal mandates.
- The District has an interest in striving for effective class sizes to improve academic outcomes for students and that allow the district to remain fiscally solvent.

**Article 11 – Designation of Department Chairpersons**

- The District has an interest in clearly defining roles and responsibilities of Department Chairpersons to minimize any potential confusion.

**Article 16 – Evaluation and Professional Standards**

- The District has an interest in including student academic growth as a component of the overall evaluation that will lead to improved academic outcomes for students.

**Article 18 – Fringe Benefits**

- The District has an interest in recruiting, hiring, and retaining highly qualified staff by providing a competitive total compensation package.

**Article 20 – Hours – Bargaining Unit Members**

- The District has an interest in increasing the base instructional minutes to improve academic outcomes for students.
- The District has an interest in increasing the Professional Learning Community time to improve academic outcomes for students (also Article 66).
- The District has an interest in further defining the language regarding student supervision to minimize confusion.
- The District has an interest updating language to reflect current practice/language (remove “accountable community” and replace with/add “professional learning community”).
- The District has an interest in updating language regarding non-attendance of Professional Learning Community time.
- The District has an interest in updating language to ensure attendance in IEP meetings and participation in the evaluation process.

**Article 25 – Bereavement Leave**

- The District has an interest in language that will ensure immediate supervisor is aware when taking bereavement leave.

**Article 29 – Personal Business Leave, Use of Sick Leave**

- The District has an interest in updating language to reflect current or desired practice (current language states “triplicate forms”).

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

- The District has an interest in updating language to reflect current or desired practice (current language states “triplicate forms”).

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

- The District has an interest in Special Education investments to improve academic outcomes for students and that allow the district to remain fiscally solvent.

**Article 50 – Salary**

- The District has an interest in recruiting, hiring, and retaining highly qualified staff by providing a competitive total compensation package.

**Article 61 – Transfer and Assignment**

- The District has an interest in facilitating district transfers and assignments based on district needs that will improve academic outcomes for students.
- The District has an interest in balancing tenure across the district to improve academic outcomes for students.

**Article 65 – Designated Schools**

- The District has an interest in further defining the language regarding duty day to minimize confusion (based on outcome from arbitration).
- The District has an interest in expanding the Designated Schools' model to all elementary schools to improve academic outcomes for students.

**Article 66 – Shared Decision Procedures**

- The District has an interest in increasing the Professional Learning Community time to improve academic outcomes for students.
- The District has an interest in further defining the language regarding Professional Learning Community time that will lead to improved academic outcomes for students.

# **EXHIBIT 4**

**Fresno Teachers Association**  
**Date: November 18, 2022**

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<b>Educator Working Conditions</b>	<b>12</b>
<b>Class Sizes</b>	<b>14</b>
<b>Early Learning (PreK &amp; TK)</b>	<b>15</b>
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<b>Students</b>	<b>20</b>
<b>Professional Trades</b>	<b>22</b>
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<b>Clinical Social Workers</b>	<b>25</b>
<b>Miscellaneous</b>	<b>26</b>

Recruitment & Retention

How might Fresno Unified recruit and retain the highest quality educators, staff, and employees in education?

Fresno Unified is the largest employer in the Central Valley and it should take that role seriously by setting the standard in educator, staff, and employee salary and benefits. All changes to salary and benefits apply to all Fresno Unified employees.

**Salary:**

**Option 1:**

22-23:

Ongoing salary matches district LCFF (13.2%); retro to July 1, 2022

\$10,000 in one-time payment

23-24:

LFCC

Plus 2% if LCFF under 8%

\$7500 in one-time payment

24-25:

LFCC

Plus 2% if LCFF under 8%

\$5,000 in one-time payment

25-26:

LFCC

Plus 2% if LCFF under 8%

\$5000 in one-time payment

**On all years:**

- All unspent on-going district converts to salary before end of fiscal year.
- All unspent one-time district revenue converts to one-time salary before end of fiscal year
- All District reserve in excess of 8% to convert to one-time salary before next fiscal year
- At all sites where principals receive a Challenging Assignment Incentive (up to 10% increase in base salary to a position among the most challenging assignments), all FTA bargaining unit members working at the same sites shall receive a 10% increase above their base salary

**Option 2:**



All FTA bargaining Unit members at 35% of district outgo by 23-24, but no less than the LFCC percentage

All FTA bargaining Unit members at 39% of district outgo by 24-25, but no less than the LFCC percentage

All FTA bargaining Unit members at 43% of district outgo by 25-26, but no less than the LFCC percentage

\$7,000 in one-time payments for 22-23, 23-24, 24-25 and 25-26

On all years:

- All unspent on-going district converts to salary before end of fiscal year.
- All unspent one-time district revenue converts to one-time salary before end of fiscal year
- All District reserve in excess of 8% to convert to one-time salary before next fiscal year
- At all sites where principals receive a Challenging Assignment Incentive (up to 10% increase in base salary to a position among the most challenging assignments), all FTA bargaining unit members working at the same sites shall receive a 10% increase above their base salary

#### **Overtime Compensation:**

- All documented hours worked by educators after 8 hours shall be paid at time and a half.
- Supplemental contract compensation shall become 1.5x per diem rate, starting in the 23-24 school year.
- No mandatory unpaid student supervision.
  - If teacher agrees to a student supervision assignment, the compensation is 1.5x per diem.

#### **Stipends:**

- EPES and Coaching stipends go from salary percentage increase to salary plus 2% following each year of an across-the-board increase
- Middle school coaching stipends shall match high school coaching stipends
- Dual Language (i.e. Spanish) stipend from \$500 to \$1700 per year
- SPED/Nurse stipend from \$1500 per year to \$5000 per year
- Early retirement incentive from \$1000 to \$2500
- Unit members shall receive \$100 month car allowance for expenses related to using their vehicles for school activities
- Unit members shall receive a \$100 per month cell phone stipend
- HHI unit members shall have virtual work option, mileage reimbursement, travel time pay, and prep time pay
- AP teacher stipend, match AD EPES at HS.
- IB School teacher stipend, match AD EPES at HS.
- All elementary teachers (including SPED) who teach combination classes shall be paid a yearly STRS-able stipend of \$7500 per year for teaching, planning and preparation of at least two grade levels
- All secondary teachers (including SPED) shall receive a yearly STRS-able stipend of \$7500 per year for teaching, planning and preparation of three or more preps. (sections).

- All additions to Placement on the Salary schedule (MA, BA+90, Doctorate) shall each increase by \$500 in 2023-24 and shall automatically increase every year by \$100
- All National Board, and equivalent for SLPs shall increase by \$500 in 2023-24 and shall automatically increase every year by \$100
- TK shall be considered part of Early Learning for the purposes of determining classroom stipends
- Classroom stipends shall increase: the \$315 shall become \$850 and the \$500 shall become \$2000
- Professional Development stipend: \$250 each year for educator professional development resources.

#### **Salary Schedule Requirements:**

All salary schedule class requirements shall be reduced to improve the ability of teachers to matriculate through the salary schedule.

For example, on Schedule A, instead of Class I requiring a BA+ 30-44 it would shift to BA+ 15-30 units; Class II would shift to BA+ 31-45; Class III would shift to BA+ 46-60 units; Class IV to BA+ 61-75 units; and for Class V we'd eliminate the need for additional course work and just make it BA+ 76-90 units. AND...possibly eliminate 3 duty days per year (from 185 to 182) by cutting 3 buy back days & of course no reduction in pay (see article 14 for past practice on this).

#### **Mental Health Days:**

- Unit members shall be able to use up to three (3) mental health leave days per school year without any loss in pay or deduction to their sick leave.

#### **Healthcare:**

- Dual coverage cost eliminated
- District paid disability for all FTA members; our members pick the plan and district reimburses \$100 per month
- 100% district paid healthcare for all members; no increase in premiums; max out of pocket to \$250/\$500 (in network/out of network)
  - See specific language below.
- Reset qualification for lifetime benefits
  - hired before March 16, 2020, who work at least 20 years
  - hired after March 16, 2020, but before August 1, 2023, who work at least 25 years
- Long-term care cost reduced by 10% each year for the next 4 years; district to contribute resources necessary to JHMB to make this happen
- 100% district paid dental (including orthodontic) and vision, and hearing aids.
- Each year that the district's unrestricted ending fund balance exceeds 5%, the district shall contribute an additional \$4 million to JHMB; JHMB must use the additional revenue for plan design improvements; additional revenue shall NOT go into the JHMB reserve.
- Modify trigger language on Article 18, Section 4.3 & 4.4.
- District shall reimburse members who show proof of completing at least 100 days of exercise at a gym, dojo, yoga studio, or other fitness facilities in a calendar year, up to \$1000 per year
- District paid 12-week maternity/paternity leave.
  - \*Access to paid Mid-wife and Doulas.

## Interest Language for Article 18 – Fringe Benefits

### 3. Health Fund

3.1 Effective as of **July 1, 2023**, ~~July 1, 2017~~, in addition to the Health Fund contribution set forth in 5.1 of this Article, the District shall increase the annual per active employee contribution to the Health Fund ~~for~~ **to cover the total cost to fund a 100% district funded healthcare plan for Plan A and Kaiser to take effect** ~~– a total amount of \$17,789. Within 120 days from the ratification of this Agreement by both parties, subject to JHMB approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. Current maximum out of pocket costs shall~~ **reduce to (\$250/\$500)** ~~not change~~, monthly premiums shall not increase and both ~~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, 2023 ~~40~~, the annual per active employee contribution to the health fund **shall be the amount to fund a 100% district funded healthcare plan** ~~is \$19,348.~~

### 6. Retiree Benefits - Medical Health Plan

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

6.1.1 An eligible retiree is one who:

6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;

6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;

6.1.1.3 Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;

6.1.1.4 Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;

**6.1.1.5 Has been hired after March 13, 2020, regardless of if she/he has hired before January 1, 1892 and who has served 18 years of service in Fresno Unified School District;**

6.1.2 Retirement Benefits and Eligibility for Employees Hired On or After **March 16, 2020** ~~July 1, 2005~~: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after **March 16, 2020** ~~July 1, 2005~~

6.1.2.5 These modifications shall not apply to laid-off permanent or probationary employees who were hired on or before June 30, 2005 and

are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24-month period. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to **March 16, 2020 July 1, 2005**

**8. Disability Insurance Plan: A disability insurance plan (provided by American Fidelity) shall be funded by the district and provided and to all employees in the bargaining unit (language mostly taken from CSEA #125 contract, page 9)**

**8.1.1 If FTA Elects Not to Participate: In the event that FTA elects not to participate in the FUSD funded disability plan, FUSD shall place a percentage increase equivalent to the percentage cost per employee of FUSD paid disability program onto to each and every step of the salary schedule effective upon the decision by the bargaining unit not to accept the program. The increase to each step shall be a minimum of 0.62%. (language from CSEA #143 page 61. 7a and b)**

**Retirement:**

- The district shall pay the yearly contribution required for each FTA bargaining unit member to adequately participate in Social Security benefits upon her/his retirement OR place an equivalent contribution into the FTA members ROTH/IRA account

**Job descriptions**

- FTA and FUSD shall form a joint committee responsible for reviewing and updating job descriptions (when necessary) every five years.

Special Education

Classrooms sizes/guidelines

1. Secondary:
  - RSP teachers shall have:
    - (1) 7.5 hour paraeducator
    - a cap of 24 students on their caseload
    - coteach classes will be no higher than 33% sped (see #6)
  - SDC/MM
    - classes will have a max of 12 students per class period
    - will have a max of 12 on their caseloads
    - will have (1) 7.5 hr paraeducator
2. Elementary RSP teachers shall have:
  - (1) 7.5 hour paraeducator at regular sites (per RSP teacher)
  - (1) 8 hour paraeducator at designated sites (per RSP teacher)
  - All sites should have 2 RSP teachers (site RSP teachers shall work together to determine caseload/grade level division)
  - a cap of 24 students on their caseload each
3. Elementary SDC/MM teachers shall have:
  - (1) 7.5 hour paraeducator
  - A max of 12 students in their class and on their caseload
  - No more than 2 grade levels assigned to a teacher
  - Once a teacher has been moved to 2 grade levels at a site, that teacher stays at 2 grade levels for the duration of their time at that site until all sites have no more than 2 grade levels in all SDCs
4. Any site having an ED program shall:
  - 1 ED teacher
  - (1) 7.5 hr SE para
  - (1-2) 7.5 hr paraeducators (the addition of a second para will depend on the needs of the individual classrooms)
  - A max of 8 students in their class and on their caseload
5. Deaf and Hard of Hearing (DHH) teachers shall have:
  - (2) 7.5 hr paraeducators
  - A max of 12 students in their class and on their caseload
  - If a DHH SDC class has at least one deaf student, then that class shall have 1 full time ASL interpreter assigned to it
6. Secondary co-teaching classes shall NOT go over 33% sped
  - Once the class hits 33% sped, no additional sped students can be added
  - If GE student percentage drops below 67%, GE students must be added
  - Students on IEPs who do not require a coteach class will not be placed in a coteach class

- Students who are assessed and DNQ will not be added to coteach classes after the fact
7. Elementary ALPs teachers shall have:
- (2) 7.5 hour paraeducators
  - A max of 7 students in their class and on their caseload
8. Secondary ALPs teachers shall each have:
- (3) 7.5 hour paraeducators
  - A max of 9 students in their class and on their caseload
9. Autism teachers shall have:
- Secondary (inclusion):
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 16 students on their caseload
  - Elementary:
  - Preschool:
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducators (7.5 hours)
    - A max of 8 students in their class and on their caseload
  - Grades TK-K
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducators (7.5 hours)
    - A max of 8 students in their class and on their caseload
  - Grades 1-2
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 8 students in their class and on their caseload
  - Grades 3-4
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 10 students in their class and on their caseload
  - Grades 5-6
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 10 students in their class and on their caseload
  - Autism Inclusion (elementary PS/PK/TK/K-6th):
    - (1) G-30 (7.5 hr) paraeducator per grade level at each site
    - A max of 16 students on their caseload
10. FUSD shall separate Autism Preschool-Kindergarten into a separate preschool and combine TK and Kindergarten (Justification: *currently, three-year-old students are held to the same*



*expectations as their Kindergarten counterparts in the Autism programs. Also, three-year-olds join the classes as they transition from an IFSP to an IEP throughout the school year. This makes it so functional routines need to be retrained throughout the year, which greatly interrupts the classroom and learning as new kids join the class. General Ed students are not combined in this way.)*

- Appropriate programs/classes will be created to meet the actual/assessed needs of PS/TK/K special education students (specifically for SDC/MM and ALPs)
11. All elementary SDC (all types) will be moved to 2 consecutive grade levels (max) and remain no more than 2 grade levels. Sites teachers will collaboratively determine the grade level clusters when there are grade level gaps (for example: TK-K, 1-2, 3-4, 5-6; Pre-school will not be lumped in with TK/K)
12. IBPs
- MS (Autism/ALPs) shall have at least 3 classes in the district for each level (elementary, middle school, high school)
  - MM shall have at least 3 classes in the district for each level (elementary, middle school, high school)
  - Criteria for placement to be created
  - Class sizes TBD
13. Orthopedic Impairment classroom teachers shall have:
- (3) (G-30 positions) 7.5 hour paraeducators
  - A max of 15 students ***in their class*** and ***on their caseload***
14. Visual Impairment teachers shall have:
- (3) 7.5 paraeducators
  - A max of 15 students ***in their class*** and ***on their caseload***
15. Center-based medically fragile shall be status quo
16. All designated schools will be given 8 hour paraeducators instead of 7.5 hour paraeducators

**SpEd CBA Members (classrooms teachers /educators/DIS)**

17. Each elementary RSP teacher can determine their individual schedule and share it with their admin.
18. Service Tracker will either be eliminated or specific time in an educator's 7 hour duty day will be provided and set aside to allow for completion of the documentation
19. The use of an SCIA referral form is not to be excluded based on the staffing listed above
20. Buyback days: 2 of them shall be teacher choice for all FTA sped members. For example, FTA sped members can choose to: access available trainings specific to members need, time to write IEPs, etc.
21. FUSD shall create a webpage specific to new sped educators that provides all information necessary for new sped educators (resource/links page) in one easy to find place and keep it updated monthly at a minimum
22. If teachers don't use their sped sub days, they will be paid out at their per diem rate in June.
23. Increase the 5 sub days to 7 days. Additionally, the 7-day sub event code will be emailed out to all teachers and site admin no later than Sept 10 each year effective for use immediately.



When a teacher secures a sub with that event number, they will not be responsible for anything going on in their classroom or on the site if they're working on campus. If there is no workspace available on the campus, the teacher shall be allowed to work at a location of their choice. Teacher will communicate location with their site admin.

24. If an elementary sped educator is asked to and accepts the additional responsibility of more students to cover on any given day, the teacher shall be compensated hourly at their per diem rate (coverage)
25. For elementary sites, IEPs and SSTs should be held during the school day with roving subs for SPED teachers and general education teachers (subs to be paid for by the District, not the site)
26. Special ed educators will be provided a list of available supplementary materials to support their GVC core curriculum in their specific content areas that indicates who pays for it, where to access it, and a contact person for any questions regarding it to be kept updated and made available to teachers no later than their first day of duty each school year, updated annually no later than Aug 10.
27. All sped educators at the secondary level shall have a content prep and an IEP prep
28. In situations where sped educators share a classroom, each teacher shall have all common prep periods with their roommate (sharing classrooms should not be automatic but a last resort)
29. Any IEP that is held during the 8<sup>th</sup> hour of an educator's day shall count towards their mandatory meeting hours
30. Any IEP that goes past a CBA Members (including DIS) 8<sup>th</sup> hour shall be compensated at the member's per diem rate of pay to be paid by the district, not the individual sites with hours submitted to the admin attending the IEP and the office manager via email
31. The current \$1,500 annual sped stipend shall be increased to \$5,000 annually (All SpEd Certificated staff)
32. It will be made clear that the annual sped stipend is specifically only for recruitment and retention of sped educators (All SpEd Certificated staff)
33. Every site shall have one sensory/motor room manned by a trained professional
34. Any site having 20% or more of their SpEd students are on behavior plans shall be assigned a site-based RBT. Once a site has been assigned an RBT, regardless of attrition, the RBT will remain at that site for the remainder of the year. Each site team will work with RIM to determine how the RBT will serve at the site
35. SCIA's shall be requested to support specific needs of students. The Team shall have a collaborative discussion to determine if the current classroom staff supports (Teacher and Paras) are adequate to meet all the needs of the classroom and not draw away from the social/academic instruction/learning. If the Team collaboratively determines the need can be met, an SCIA Request is not required. If not, the RIM will submit the request on behalf of the Team

#### Designated Instructional Specialists

1. Create a fair and equitable caseload/workload formula calculator for each DIS Itinerant discipline
2. Increase allocated FTE for each DIS Discipline to include ALL contracted FTE (i.e. current allocated FTE for SLPs is 96. The FTE will be increased to 124 since the district hires/contract for a total of 124. Increase SLP FTE by 28 FTE). This is \$0.00 cost to the district.

3. Create SLP AAC Language Lab class for Pre-school students
4. Knowledgeable and appropriate manager to conduct DIS Itinerant evaluations.
5. Right to assignment/site(s) for returning DIS staff. Continue with previous assignment/site(s) or choice by seniority for vacant assignment/sites. FUSD have first choice to site above contracted staff.
6. Inclusive language that includes all DIS itinerant CBA Members are incorporated in language that pertains to relevant Classroom Teacher or Teacher language.
7. Provide appropriate training for all DIS Itinerant staff
8. DIS Staff will have access to all GenEd and SpEd GVC and Supplementary Materials/Supports needed to provide appropriate services.
9. Add Co-chair language to MediCal Collaborative Committee.
10. Provide 10% of revenue generated from Random Moments Time Survey MediCal Billing back to departments and schools.

**New Items added 11.1.22 – 11.7.22**

- PreK shall have DHH ALPS classes
- Eliminate the requirement to do double entries (in Learning Genie and SEIS Platform) for the same student
- At least one full-time Speech Language pathologist at all schools who have students who need the services
- SPED educators shall be exempted from all student supervision duties

## Educator Working Conditions

### **Meeting Hours/Buyback:**

Teachers are professional educators who have the autonomy to meet with their colleagues as often as they feel is needed.

- District mandated meeting hours shall be reduced to 20 hours per year (limited to 10 hours per semester).
  - All meeting agendas, topics of discussion, etc. are at the discretion of the teachers.
- Buyback Day time limits: 1 hour admin. and remaining time is at teacher discretion.
- Any unit member who "sells" their prep. period will be compensated at the per diem rate of pay.

### **Assignments:**

- No elementary teacher shall be moved more than two (2) grade levels in any given year, without teacher approval.
- Elementary: If a teacher is assigned to a different grade level, they will be compensated two weeks of per diem pay. Compensation for planning and preparation.
- Secondary: If a teacher is assigned to a different prep. (section), they will be compensated two weeks of per diem pay. Compensation for planning and preparation.
- If a teacher has moved grade levels in a current year, she/he shall not be asked to move grade levels in the next academic school year, unless teacher gives their approval.
- When teachers change classrooms, they shall be granted 2 days of Sub leave to move or 2 days of per diem pay.
- When teachers change school sites, they shall be granted 3 days of Sub leave to move or 3 days of per diem pay.
- Itinerant music schedules shall be released prior to the 7<sup>th</sup> week of the fourth quarter of each school year.
- Deadline for staffing and teaching assignments to teachers by May 1<sup>st</sup> of each school year.

### **Member Support:**

- Probationary teacher has an option to switch sites before being non-reelected.

### **Staffing:**

- There shall be a music teacher at every elementary site; each school shall have a designated classroom for its music teacher. Note: doesn't impact classroom ratio formula.
- There shall be a PE teacher at every elementary site. Note: doesn't impact classroom ratio formula.
- There shall be a social worker at every school site.
- Teacher-librarian at every school site, including elementary
- Two CSAs at all elementary sites to assist with students walking to and from school (Thomas parent ask)
- Full-time paras shall be available for every Elementary teacher who wants a para in her/his classroom
- Elementary teachers shall no longer be responsible for student supervision duties. The district will have paras, NTAs, admin, or parent volunteers assume these responsibilities starting in the 2023 school year

### **Preparation, Workspace, and Curriculum:**

- Nurses and other non-teacher unit members shall receive prep-time daily.
- Designated school members shall receive 12 days of sick leave per year.
- Designated school teachers shall work a 7-hour duty day.
- All TSAs shall have a prep period and be able to leave their worksite after their 7<sup>th</sup> hour of work
- All unit members shall have a classroom dedicated exclusively for their individual use during their 8 hour work day, including prep. period.
- Elementary assessments shall be done on one platform.
- More project-based learning shall be part of the elementary curriculum starting in 2023; additionally, new elementary curriculum shall include VAPA and STEM
- Edgenuity shall be eliminated and replaced with traditional instruction

**School Culture:**

- District-association site administration survey (Harvard leadership survey) at EOY. Results released to district and FTA.
- Before district makes purchases for classrooms (i.e. Promethean Boards), the district shall get input from FTA/educators
- Staff appreciation & recognition at all sites: monthly staff luncheons to celebrate birthdays, career milestones, and other staff accomplishments, 100% funded by the district.

Class Sizes

**Class Sizes:**

individual class sizes shall be capped for all classes, as follows:

PreK	1:8
TK-K	1:12
1-3	1:22
4-6	1:25
7-8	1:25
9-12	1:27

Secondary Alternative Education 1:20

- Before classes go over the cap, parents will be offered the option to take their students to an alternative school site with smaller class sizes.
  - If a parent refuses, resulting in a classroom going over the cap, teachers will be compensated an additional \$3,000 per semester their classroom is over the cap for more than 20 days.

## Early Learning

### Transitional Kindergarten:

- TK teachers shall be compensated \$1500 per year for doing two DRDPs a year.

### Pre-Kindergarten:

- Pre-K teachers shall be able to submit up to 10 hours per class per month for extra duty hours (20/month)
- Language to clarify Article 4, 2.3... Each lesson is 3 hours of instruction and 1 hour of planning.
  - Note: often PreK teachers use part of the hour for addressing the needs of parents & students. As a result, we are advocating for the above, a total of 20 hours per month.
- Inclusion/co-teach classrooms shall have a maximum of 25% SPED students
- Early Learning teachers to automatically be emailed all IEPs at least 3 days before a student comes to the classroom
- Where possible, one session of inclusion and one session of GE only (AM/PM schedules)
- All Pre-K schedules shall be 8-11 and 11:30-2:30
- All paperwork, including but not limited to, ASQ, enrollment forms, medical forms/shot records, social services information family surveys, etc., shall be completed by the office staff or district headquarters prior to students entering a classroom
- 4.3 shall be changed to, "Such teachers will be afforded ALL previous service experience as a credentialed teacher"
- PreK teachers can continue using drdp's with a max of 15 measurements per student or teachers can use benchmarks to assess students, the teacher shall have the choice; no PreK teacher shall be required to do more than 2 drdp's or 2 benchmarks per school year
- PreK teachers have the option to attend PLC meetings or to not attend PLC meetings
- PreK teachers shall be moved to schedule A for determining their step and column on the salary schedule; as a result, Prek teachers work year shall match that of their schedule A colleagues, with the exception that 5 days shall be professional development and 175 days shall remain student stays
- EL classrooms shall receive \$2000 per classroom

## Nurses

### **Staffing:**

- At least one certificated school nurse at each school site
- At high schools, at least two certificated school nurses, with a third added to all sites with a student population of 2701 or more
- Acuity: an additional nurse/s added to any school site based on student needs
- Lead Nurses: 7 total, one per region
- Float Team: 7 total, one per region
- Substitute Nurses pool: at least one per region
- Creation of new article in CBA that covers Substitute Registered Nurses pool, a Nurse Float Team, and a Nurses Screening Team
- Nurses shall have a 7-hour duty day & a prep period daily
- All new school nurses shall be appointed a preceptor/mentor for a minimum of 1 year starting in her/his first year of employment to train, educate and support the new nurse
- All nurses who serve as a preceptor/mentor shall receive a stipend of \$9,000 per year
- The district shall provide & distribute appropriate and adequate department policies to all school nurses on a yearly basis, by the second Monday of each school year
- Professional learning classes for school nurses shall be provided and have relevant content for the nursing profession. School nurses shall work with the health services director to develop the content and classes suited best for school nurses
- Each school site shall have a school nurse and at least one support staff (LVN/THECA) per school site
- Before a nurse is non-reelected, she/he will be afforded the opportunity to work at two sites with two different supervisors who shall make two different assessments of the nurse



Fresno Adult School/Alternative Education

**Summer School:**

- Summer Session needs to be better defined in the CBA as our current administration thinks that a two-week session is adequate to satisfy the CBA.
  - Proposed Remedy:
    - Define the number of days a “summer session” should last. Classes could be shorter but the session overall needs to be defined and can be no less than 50% of regular class scheduled hours, in both morning and afternoon.

**Longevity Retirement Bonus:**

- Currently Adult Education teachers are the only bargaining unit in FUSD that does not receive a longevity retirement percentage.
  - Proposed Remedy:
    - Add the longevity bonus to the retirement of Adult Education Teachers retroactive to 2018-2019 school year.

**Meeting and Record Keeping (TOPS) Pay:**

- Currently there is ambiguity surrounding meeting time especially for Part-Time Employees.
- Administration has stated that “prep” time is to be used for record keeping, which is not an adequate amount of time and a violation of the CBA.
- As an example, Clovis Adult school pays a flat 4 hours to both full time and part time teachers. If there are not meetings scheduled their teachers still get the 4 hours. In our case that represents approximately \$2000.00 per year of work time that we are not been paid for.
- Clovis does not hold any meetings during times when Tops data entry is busy, and those 4 paid hours are used for data requirements.
- Currently, meetings are sometimes scheduled the same day they are held making it difficult for Part-Time employees to attend.
- Meetings are held simultaneously, and some teachers are in split program.
- Meetings do not have minutes, or sometimes even agendas.
  - Proposed Remedy:
    - Pay 4 hours of per diem pay for meetings and data entry to all certificated employees.
    - For the purposes of this section “Scheduled meetings” means that there is at least 48 hours’ notice prior to the meeting, the meeting invitation includes an agenda, the meeting is clearly categorized as mandatory or voluntary, meeting recordings or minutes are made available after the meeting, and that there is a virtual option for attendance/participation.
    - All scheduled meetings, professional development, staff meetings, or department meetings will have participation recorded and made available to any unit member that would like to review the participation roll for any meetings.
    - If a meeting fails to meet the “scheduled” criteria it shall be considered optional and compensated at the teachers per diem rate if attended.

**Schedule Stability:**

- Students need a consistent schedule and teachers need to know if they can feed their families.
  - Proposed Remedy
    - We propose a framework whereby classes cannot be closed/collapsed/combined without notice.
    - When classes are closed, or schedule changes occur, Part-time employees cannot have their hours cut without at least 6 weeks prior notice. This provision would include regular additional hours as well.

**Split Schedules, Work Site:**

- Since schedules can have negative impacts on families, it is vital that this issue be fixed.
  - Proposed Remedy
    - If a split shift exceeds 1 hour including lunches between classes the teacher shall be compensated an additional 1.5 hours per diem rate, per split, per day, or the unit member can be given Fridays off in lieu of the 1.5 hours Monday-Thursday compensation.
    - If an employee is given a multi-site assignment an even monthly rate will be established based on the predictable number of miles per month, including weekly trips to the main campus. Such rates shall be established by multiplying the monthly mileage totals by the agreed upon mileage rate. Establishment of this rate is for the purpose of reducing the necessity to track, record, and submit mileage reports.
    - Effort shall be made by the District to provide that the assignments of bargaining unit members shall fill a continuous block of time during each day.

**Staffing:**

- Currently the state average for teaching vs non-teaching payroll in adult education is 60% teaching salary, vs 40% Classified+Administration. Currently Fresno Adult School is at 41% teaching salary vs 59% Classified+Administration.
  - Historically the district has utilized limited Adult education funding to provide district office space, and to backfill already funded K-12 priorities. —these actions continue the marginalization of an already marginalized adult ed student population.
  - In order to ensure fidelity to the core mission of adult education we need to ensure that State funded CAEP resources are actually spent doing the business of adult education.
    - Proposed Remedy
      - The District shall provide adequate and appropriate instructional staffing levels consistent with state averages. Instructional Teaching payroll as a percentage of total payroll shall not fall below 55% of total payroll percentage in any projected/proposed budget. Teachers on special assignment or teachers without assigned individual classroom duties shall not be counted as instructional for the purpose of this provision. If teachers are team teaching or have significant duties outside of direct instruction as a part of their workday they shall also not be counted as instructional for the purpose of this provision. Classified employees shall not be included in the 55% minimum payroll mandate.
      - A core of full-time teachers is vital to the mission of the adult school as a community resource. Full-time certificated salary and compensation shall not fall below 35% of the total allotment of CAEP funding.
      - All administrative hires will have as a requirement to work at the adult school a supervisory adult education credential- This credential is based on coursework specific to adult education.
      - All existing adult education administrators will be given until the 2024-2025 school year to obtain their adult supervisory credential.
      - The adult school shall have Specific administrative job descriptions not available outside of adult ed that include as their requirements Adult education supervisory credentials.
      - All instructor positions full and part time shall be posted and publicized.
      - All teaching positions shall have an interview conducted to existing district standards.
- The district shall create a para pipeline to recruit & train our own para's

- All Alternative Education will use SARB (Student Attendance Review Board) effective in the 2023-24 school year

## Students

### Academic:

- At least one Reading Specialist hired at all elementary school sites (\$12.2 million)
- Class sizes capped at 1:18 at our elementary schools with lowest performing students (at least 10 sites) (\$4 million)
- Mandatory, free tutoring for all students at secondary who have Cs, Ds & Fs (\$2 million)
- Implementation of Chess and other educationally based enrichment programs at all school sites (\$2.1 million)
- District provided extension/transition programs & services for all students who “age out” of foster care services; programs provided through Fresno Adult School (\$2 million)
- District partner with FPU to provide paid Masters in Literacy classes for 20 teachers per year (\$600,000)
- Dual enrollment expansion: district partners with Fresno State to provide paid Master’s Degree that would make teachers eligible to teach Dual Enrollment classes; 30 teachers (\$450,000)
- District set-aside \$1 million annually for students to do college tours, with an emphasis on underserved students visiting HBCUs and other institutions who support culturally disadvantage students (\$1 million)
- Increased small group instruction by increasing number of paraprofessional support staff to create more flexibility around instruction time
- All elementary schools should offer high quality tutoring programs focused on foundational literacy skills, K-3
- Creation of Freshmen Success Teams at all high schools; implement strategies for increasing the percentage of students who are on track to graduate; course performance, including credit recovery, disengagement; and goal setting with continuous communication and follow-up; smaller class sizes for all 9th grades classrooms
- ATS (Alternatives To Suspension) established at all Middle Schools by 2024-25 school year (help to improve student discipline; hire a trained & experienced behavioral specialist at each school site)
- Full-time staff person at each high school dedicated to helping students research and apply for college scholarships

## Students

### **Social/Emotional Supports & Safety:**

- District set aside \$1 million annually for clothes & school supplies for students who need them (**\$1 million**)
- District create food pantry in each region by 2025; \$250,000 per region (deodorant, feminine hygiene products, shampoo & conditioner, and soap included) (**\$1.75 million**)
- Free universal after school programs. (**\$5 Million**)
- Address student homelessness (**\$20 million...most one time**)
- Open high school parking lots to homeless families to park their car. Provide paid security. (**\$500,000**)
- District provide free laundry service by 2026 (charge non-students a fee) (**\$1 million**)
- District provide free wellness programs to students and parents (yoga, meditation, low impact exercise); programs could be done at school sites outdoors or in gyms on weekends) (**\$1 million**)
- District open all school sites as parks on weekends during non-sporting events (**\$500,000**)
- Nutritional school meals/lunches
- 24-hour mental health services provided on-site or via app
- Emotional support/mental health services for parents (Thomas parent)
- Additional traffic safety, like speed bumps & lighted crossing signals, at all schools with heavy traffic (Thomas parent)
- Expanded cultural awareness lessons in all schools starting in PreK (Cammie Southern)
- Additional NTAs (noon time assistants) at all schools who need them (McLane Community Mtg)
- Appropriate changing tables (for diapering) at all school sites who need them
- Full-time Campus Assistants (CAs) at all elementary schools (McLane Community mtg)
- Proficient writing programs and better foundational skills at all elementary schools (McLane Community mtg)
- Monthly school site meetings hosted by site admin to hear from parents (McLane Community mtg)
- Bus transportation for SPED students (McLane Community mtg)
- More bilingual support for students and parents at school sites (McLane Community mtg)
- More field trips and real-world experiences for all students (McLane Community mtg)
- More school site social activities for students (celebrations, incentives) to boost student morale (McLane)

Professional Trades

- Longevity matches educators by the 2024-25 school year.
- Additional day of vacation time added in the 2024-25 and one more day added in the 2025-26 school year.
- Paid career ladder developed for all trades that creates career advancement opportunities.
- Hire additional trades professional, create a ratio system (maybe based on square footage).
- Hire an inspector from each trades classification to work with contractors.
- The district shall leave green sheets open until a position is filled & keep all extra applicants on call for future openings.

## Evaluations

### Evaluation Redesign:

- The evaluation process will be redesigned as a professional growth model.
  - Evaluations shall only be used for growth and development of unit members, and shall not be punitive
- Teacher evaluators shall be proficient in the content area of the teacher they are evaluating
- Teachers being evaluated shall be provided a sub release day at least 72 hours prior to each formative evaluation

Potential Language Change: The joint panel established in 5.6, shall review, with agreement from the teacher being evaluated, any evaluation that is punitive, resulting in the teacher being recommended for termination. The joint panel shall complete at least two (2) formal observations of the teacher prior to a final decision being made regarding the teacher's employment status recommendation. The joint panel shall each have one vote, with the majority decision of the panel being final. The joint panel shall consist of seven members, three each from FTA and FUSD, with the seventh slot rotating from FTA and FUSD every year. After six years, we will determine if the majority vote of either FTA or FUSD has significant impact on the decision to keep or terminate teachers.

3.2 shall be modified as follows: The criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice. ~~student learning, 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 18 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.~~

3.3 shall be modified as follows: Assessment shall be based on reflection, observation, documentation, and conference in relation to measuring the effectiveness of professional practice. ~~and growth in student learning.~~

4.2 shall be modified as follows: By the end of the sixth (6th) week of the school work year, each ~~evaluatee~~ **evaluator** shall be responsible for preparing a written Evaluation Plan containing specific performance goals and objectives and identifying standards to be achieved for improving professional practice and optimizing student academic growth **for each evaluatee**.

4.2.1 shall be modified as follows: The ~~evaluatee~~ **evaluator** shall present the Evaluation Plan to his/her ~~evaluator~~ **evaluatee** in a preliminary evaluation conference. ~~The evaluator may propose and/or require additional goals, objectives and standards for each evaluatee in accordance with the evaluatee's position and assignment~~

4.2.3 shall be modified as follows: The Evaluation Plan, as developed by the ~~evaluatee~~ **evaluator** shall be congruent to the CSTP and the CSTP Continuum. Mitigating factors should also be considered in this process.

4.2.4 shall be modified as follows: The Evaluation Plan shall include identification of at least one standard of the CSTP; ~~at least one of the evaluatee's goals and objectives for the purpose of professional growth; and the evaluatee's goals and objectives for the progress of students towards established standards of expected student achievement based on the Criteria for Evaluation in 3.0 above. (NOTE: This is distinct from the purpose of the evaluation form, which focuses on all six standards.)~~



5.1 shall be modified as follows: An observation shall include one or more of the following components: individual employee goals and objectives; individual school/department goals and objectives; and/or District goals and objectives. ~~; as they align to the state standards and shall be based on performance assessment criteria, including, but not limited to, multi-faceted evidence of teaching practices, student learning and teacher effectiveness with respect to measuring and optimizing the progress of students towards established standards of expected pupil achievement.~~

5.4 shall be modified as follows: The unit member's evaluator shall make constructive suggestions for correction of any cited areas rated as "not meeting standards," and provide reasonable assistance and support as determined appropriate by the evaluator and **evaluatee**. Such assistance and support may include one or more of the following:

6.1.2 shall be modified as follows: Request structured administrative intervention and support which shall include identification of the specific professional practices ~~and/or growth in student learning~~ that do not meet standards, **and** the specific support the administration will offer to the teacher towards achieving a proficient level of practice, ~~and/or growth in student learning and the timeline for the teacher to accomplish the improvement;~~ and/or

6.2 shall be modified as follows: The summative evaluation shall be submitted at least ~~thirty (30)~~ 60 days (60) calendar days prior to the end of the unit member's school year. Prior to the end of the unit member's school year, a meeting shall be scheduled by the evaluator with the unit member to discuss the evaluation, unless the unit member is unable to attend due to a leave of absence.

Clinical Social Workers

- The district shall provide Compu Claim to CSSW unit members as a database to keep certain documents confidential
- All CSSW unit members shall no longer have a management title
- After Social Workers obtain their licensure (LCSW), they shall receive the same yearly stipend as unit members who are on BA+90
- There shall be at least one social worker at every school site by the 2023 school year

Miscellaneous

- Pilot a 4-day school week at multiple school sites starting in the 2024-25 school year.
  - FTA and FUSD to design a 4-day school week pilot that includes equal number of instructional minutes.
- Stipend for student-teachers.
- Update contract language for CTE, Vocational Education, and associated areas in all articles of CBA to address salary.
- Develop a music teacher substitute pool system.

ADDENDUM 1  
**Fresno Teachers Association**  
Date: December 12, 2022  
Additional Interest Language

**1. For Center-Based Specialized Programs (RATA and Addicott)**

**Definition of RATA High School/ Adult Transition Program:**

A Center-Based Specialized high School and Adult Transition Program that serves students grades 9<sup>th</sup> – Age 22 and have a combination of profound cognitive deficits, physical disabilities and complex medical needs that cannot be served on a comprehensive campus.

**Definition of ADDICOTT PreK- 8th grade Program:**

A Center-Based Specialized Elementary and Middle School that serves students grades PreK- 8<sup>th</sup> grade and have a combination of profound cognitive deficits, physical disabilities and complex medical needs that cannot be served on a comprehensive campus.

**Classroom Size and Guidelines:**

Center-Based Specialized Programs PreK – Age 22 shall have:

- (1) Moderate Severe FTE per classroom
- (4) (G-30 positions) 8-hour paraeducators per classroom
- A max of 4 students in classroom
- 1.0 FTE OI
- 1.0 FTE PT
- 1.0 FTE OT
- 1.0 FTE SLP
- 1.0 FTE APE
- 1.0 FTE Elective (High School only)

All secondary teachers (including SPED) shall receive a yearly STRS-able and **Pers-able** stipend of \$7500 per year for teaching, planning, and preparation of 3 or more preps (sections)

## **2. Creation of an elementary music substitute teacher system**

**ADDENDUM 2**  
**Fresno Teachers Association**  
**Date: February 3, 2023**  
**Additional Interest Language**

1. Each elementary school shall have a full-time staff person dedicated to ELD (called an English Language Development Specialist)
2. All elementary schools shall have music and or arts performances at least once per school year; all grade levels shall participate
3. Additional field trip options shall be available for all elementary school sites
4. Parent-Teacher clubs shall be encouraged at all elementary school sites
5. Phoenix elementary teachers shall receive a 10% challenging assignment pay increase
6. FUSD shall participate in the Reduced Workload Program with CalSTRS – this program allows teachers who are at the end of their careers to work part-time while contributing to STRS as if they were full-time.
7. Redefine the definition of a Workday: Unit members shall have a workday of **7.5 hours (450 minutes)** in which to perform their on-site and off-site professional responsibilities.
  - no reduction in pay
  - meeting hours eliminated or reduced to match this change
9. All sites shall have gate/gifted classes offered for students
10. Edunuity shall no longer be offered
11. Nurses shall receive a stipend for having a national certification in nursing that matches teachers
12. We have an interest to add a challenging assignment incentive to the pay structure for members, and specific criteria that automatically triggers the addition of the incentive to salary.

13. We have an interest to update language within CBA to be accurate with regard to Career and Technical Education credentials. (Example: Replacing the term "Vocational Education" with current terminology)

14. We have an interest to improve and clarify language for salary placement in all categories; with specific interest in salary placement of teachers that possess more than one credential type (ie: A teacher holding both a CTE and Single Subject credential)



**ADDENDUM 3**  
**Fresno Teachers Association**  
**Date: March 20, 2023**  
**Additional Interest Language**

1. Phoenix secondary teachers shall receive a 10% challenging assignment pay increase.
2. Phoenix secondary teachers shall have class size caps of 8 students.
3. Educators identified by FUSD and FTA as working in challenging assignments shall receive a 10% pay increase.
4. Kindergarten teachers shall receive a minimum of a 15-minute recess break every workday.
5. High schools with mild-mod and mod-severe special ed programs will have 2 dept. chairs.
6. Language clarifying that the SPED stipend is ONLY for recruitment & retention.
7. Creating one column/class for all salary schedules in the CBA
8. CDC/Child Development Centers (i.e. Lori Ann and Heaton) teachers shall have class size caps of 5 students, expedited assessments/evaluations for certain students, a reduction in class time, the option to have students eat in classrooms, and the elimination of Early Stars.
9. TK teachers shall receive an extra stipend (\$3000) for holding 24 units in Early Childhood or Child development OR if they are recognized by the state as qualified to teach TK (i.e. the grandfathering process); and class sizes shall be (modified from our November 18, 2022 Interest document):
  - TK 1:10
  - K 1:12

**Phoenix Elementary school teachers have an interest in providing additional student supports in the following way:**

- A. Intensive Student Support Team
  - Social Worker (1)
  - Psychologist (1)
  - BIS (1)
  - TSA (1)

**B. System (The process of Intensive Student Support Team)**

Students who are causing obstruction in the classroom and are not allowing instruction to continue for other students will be sent to (De-escalation) with blue referral form from the teacher. Depending on the severity of the misbehavior student will either go to (room A) for de-escalation purpose of safety for self and others, or (room B) for de-escalation and social emotional support (coping strategies). The time spent in de-escalation should not exceed a class period in block schedule. If issue has not been resolved in a timely manner further interventions should be schedule with an SST or district wide disciplinary consequence.

The sole purpose of the Intensive Student Support Team is to provide immediate support to students in getting to the root cause of the misbehavior. The ISS team will support their counter

parts and document behavior and interventions on ATLAS as well as follow up with parents or out of district agencies.

### **For Dual Immersion**

#### **1. CURRICULUM, INSTRUCTION & PROFESSIONAL LEARNING**

1.1 If DI materials are not translated into Spanish/Hmong and DI teachers are asked to translate the materials. DI teachers shall be compensated at their per diem rate of pay and shall receive substitute classroom coverage during the school year.

1.2 DI schools shall each have equitable digital adaptive resources in ELA/Math in the instructional target language at the same they are provided to non-DI teachers.

1.3 DI school sites shall all receive the FUSD ELA/Math Scope and Sequence resources in English, Spanish, Hmong at the same time they are provided to non-DI teachers before a new one is adopted Districtwide.

1.4 The District will provide Spanish/Hmong DI curriculum and rich literature books for each grade level in all DI classrooms.

1.5 The District will provide DI schools resources to provide culturally appropriate schoolwide assemblies for DLI students.

#### **2. PROFESSIONAL LEARNING COMMUNITIES PLC's**

2.1 DI teachers shall have the same PLC time to plan with their DI grade level colleagues equitable to planning time non DLI teachers are provided.

2.2 DI schools will provide all Teachers a minimum of 1 full day of planning time with substitute release time per Quarter to plan Spanish/Hmong lessons.

#### **3. ASSESSMENTS**

3.1 DI teachers, English, Spanish, Hmong Language Administrators, TSA's & FTA leaders shall be involved in all curricula, instructional, and professional learning meetings and decisions prior to implementation. This inclusion shall not negatively impact the timeline for implementation.

3.2 Formative, Quarterly Benchmark, Summative Assessments, Digital adaptive assessments will be aligned between Spanish/DI Assessments and EO Assessments e.g. I-Ready, FSAs.

3.3 Data comparisons shall be available and aligned between Spanish/DI assessments & EO Assessments as soon as they are available for non-DI teachers,

3.4 Core Assessments and student testing materials shall be in the language they are learning in & curriculum shall match the language students will be tested on.

3.5 The District will provide each DI Teacher Substitute release time for a full duty day every time the Spanish LA Foundation Skills Assessments is administered to students.

3.6 The District will provide each DI Teacher Substitute release time for a full duty day every time the Spanish Math Foundation Skills Assessments is administered to students.

3.7 The District will provide each DI Teacher Substitute release time for a full duty day every time the Benchmark Assessment System for reading is administered to students.

3.8 Each DI teacher administering the Benchmark Assessment System will have their own assessment kit.

3.9 DI Quarterly Report Cards shall be available for all students.

3.10 The Report Card will identify the teacher, class, DI enrollment, DI language of instruction, Academic Progress, Social/Emotional Skills, ELD Level.

#### **4. PROFESSIONAL DEVELOPMENT & EVALUATIONS**

4.1 DI teachers shall be evaluated on the language they teach.

4.2 During Buyback Days DI teachers will use the entire time to calibrate with other DI teachers.

4.3 DI schools shall receive differentiated Professional Learning specific to DI anytime a PL is held. If one is not available, DI teachers shall be released to work in their classrooms.

4.4 Dual immersion teachers in all DI schools will attend conferences such as CABE, ATDLE and NABE, COSECHA yearly with all expenses paid by the District.

4.5 The district shall create & completely fund a pipeline for educators to earn their BCLAD.

4.6 The district shall fund DI teachers who want to earn a master's degree in multi-culture or other programs that will benefit DI students.

#### **5. INSTRUCTIONAL SUPPORT AT ALL DI SITES**

5.1 DI classrooms shall each have a full-time paraprofessional assigned.

5.2 DI teachers shall all receive an additional \$500 stipend to purchase bilingual instructional materials annually due to double/dual language materials need.

5.3 DI schools shall each have a District Funded TSA/Resource BCLAD Teacher who can deliver professional learning, assist in creating curriculum, and provide support to teachers and students.

5.4 DI schools shall each have a DI Response to Intervention Teacher to support DI Tier 3 students.

5.5 The District will provide Spanish/Hmong bilingual tutors for the After-school program to support for DI students.

#### **6. UPDATE TO STIPEND**

6.1 The current Bilingual stipend for BCLAD teachers shall be increased to \$5000 per year and will be paid to DI teachers, DI coaches, and DI TSAs that serve DI programs and school sites.

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## **EXHIBIT 5**

PROPOSED GROUND RULES FOR INTEREST-BASED-BARGAINING NEGOTIATIONS  
BETWEEN  
Fresno Teachers Association (FTA)  
AND  
Fresno Unified School District (FUSD)

1. Parties. This Agreement is between the Fresno Teachers Association and Fresno Unified School District.
2. ~~FTA Bargaining Team Size. The parties agree that FTA bargaining team shall be at least 200 people.~~
3. District Bargaining Team Size. The parties agree that the District bargaining team shall be at least 20 people.
4. Interest-Based-Bargaining ("IBB"). The parties agree to utilize IBB for the 2023-2026 successor collective bargaining negotiations. If either party determines that traditional bargaining would better facilitate the progress of negotiations, the parties shall return to traditional bargaining upon written notice of one party to the other. The ground rules may be modified in writing by mutual agreement of the Parties.
5. Training. The parties shall each identify 20 bargaining team members that shall attend IBB training. The district has contacted the California Public Employment Relations Board and the parties agree to complete two training sessions by February 28, 2023. All costs associated with such training shall be paid for by FUSD. It will be the responsibility of each party to share training, goals and expectations to other members who may join future bargaining sessions.
6. Initial Interests Exchange/Commencement of Negotiations. Each party shall submit their initial articles and issues of interest by the end of the bargaining session on November 18, 2022. Parties agree that language presented on November 18, 2022, are not proposals, are non-binding and are provided solely for the purpose of serving as a guide for each party's bargaining team members to spark ideas and discussion that will lead to collaborative solutions and new proposed contract language. Each party shall review and submit all articles and issues that they wish to change by the end of the last bargaining session in February, or by the 10<sup>th</sup> bargaining session, whichever is later.
7. Sessions, Location, Attendance, Agenda and Parking. The Parties will schedule the negotiation sessions with a goal of two per month. Two sessions will be scheduled during the day and every third session will be scheduled in the evening. Sessions will be held at a district facility that will accommodate for the most participants possible but no less than the capacity of the District's Nutrition Center Conference Room C. Interest areas for the bargaining session will be identified and agreed upon by the parties at least two days prior to the session. The parties will identify 5-10 subject matter experts that will join the bargaining session to discuss identified interest areas, issues, potential solutions, and draft language to be considered in respective breakout sessions. Bargaining session held at the Education Center, 2309 Tulare Street, 2<sup>nd</sup> Floor in the Board Room will be scheduled on non-board meeting weeks and a livestream will be broadcast using district equipment during all general session time. Additional general sessions may be scheduled to discuss process, progress or other identified issues. General sessions shall not take the place of breakout sessions where specific interest area(s), issue(s) and proposed language are discussed. A livestream of general sessions will be broadcast in its entirety. A digital recording (or link) of the livestream will be provided to FTA for distribution to its members. Any parking costs associated with attending a bargaining session held at the Education Center, 2309 Tulare Street, 2<sup>nd</sup> Floor in the Board Room will be paid by FUSD.

8. Food, Water & Coffee. The district will provide lunch, including bottled water and coffee for day sessions and the district will provide dinner and bottled water for evening sessions.

Signatures:

For FTA:

  
Taylor Vizthum  
Bargaining Chair, FTA

12-8-2022  
Date

For Fresno Unified School District:

  
David Chavez  
Chief Executive Officer of Human Resources

12/9/2022  
Date

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06/08/23 14:09 PM

# **EXHIBIT 6**



SIDE LETTER AGREEMENT  
BETWEEN THE  
FRESNO UNIFIED SCHOOL DISTRICT  
AND THE  
FRESNO TEACHERS ASSOCIATION

The following is a Side Letter Agreement between the Fresno Unified School District ("District") and the Fresno Teachers Association ("FTA") regarding the parties' agreement to enter into a pilot program for Speech Language Pathologists ("SLP") in attempts to recruit and retain SLPs.

Whereas, the District has a significant number of unfilled SLP positions throughout the District and based on a compensation study conducted in 2022 that compared SLP salaries for surrounding districts, the District desires to make changes to SLP compensation to be more competitive with surrounding school districts and the private sector to recruit and retain SLPs;

Now therefore, the parties agree to the following SLP three-year pilot program:

1. Effective February 1, 2023, the District shall establish a Pilot SLP Salary Schedule (Exhibit A). This salary schedule is inclusive of the Special Education stipend, Speech and Language Therapy stipend, and all other additions to placement on the current Basic Schedule.
2. Any across the board salary schedule adjustments shall also apply to the Pilot SLP salary schedule in the same manner as to other FTA certificated salary schedules.
3. Placement of current SLPs shall be done using their current allocated years of service with Fresno Unified regardless of their current Class and Level and no current SLPs' salary will be negatively impacted.
4. SLPs will move one step on July 1 of every year, beginning on July 1, 2024.
5. For the duration of the pilot and in the case the pilot is deemed successful, the Class V column shall be removed from the salary schedule.
6. If at least twenty-seven (27) SLPs are hired and retained for at least six (6) months between July 1, 2023, and June 30, 2026, the pilot shall be deemed successful. This represents an eighty-nine percent (89%) increase from the average number of SLP hires for the past six (6) years.
  - a. One-Year Check-In: If the pilot is not on track (nine (9) new hires by June 30, 2024), the District and FTA shall work on an addendum with other options that may help recruit and retain SLPs.

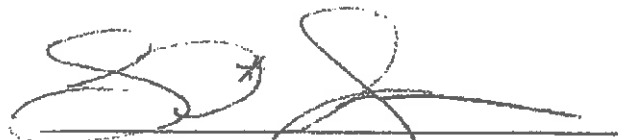
7. Non-Precedent Setting

- a. This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.

8. Duration

- a. This Side Letter Agreement shall remain in effect between February 1, 2023, and June 30, 2026.
  - b. If the "targets" of the Side Letter Agreement are fully satisfied, then the Pilot Salary Schedule (Exhibit A) shall remain in place over the SLP Salary Schedule (Exhibit B) and become part of the CBA.
  - c. If the targets are not met, upon the expiration of this Side Letter Agreement, the Pilot Salary Schedule shall be eliminated and SLPs shall be placed on the SLP salary schedule presented in December 2022 (Exhibit B), as well as any across the Board salary schedule adjustments received by FTA certificated salary schedules.
9. The Pilot SLP salary schedules will be reflected in the collective bargaining agreement for the duration of the pilot and once the targets are met would become the SLP salary schedules in the CBA.

Dated: March 10, 2023

  
\_\_\_\_\_  
Louis Jamerson, Executive Director  
Fresno Teachers Association

Dated: 3/16, 2023

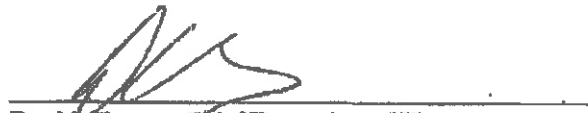
  
\_\_\_\_\_  
David Chavez, Chief Executive of Human  
Resources  
Fresno Unified School District

EXHIBIT A

**FRESNO UNIFIED SCHOOL DISTRICT  
Pilot Salary Schedule, Effective February 1, 2023, through June 30, 2026  
Full-Credentialed Speech Language Pathologist  
185 Duty Days**

LEVEL	*SALARY
1	\$ 87,292.16
2	\$ 91,886.49
3	\$ 96,722.62
4	\$ 101,813.28
5	\$ 107,171.88
6	\$ 112,812.50
7	\$ 118,750.00
8	\$ 125,000.00
9	\$ 125,000.00
10	\$ 125,000.00

\*Salary is inclusive of the Special Education stipend, Speech and Language Therapy stipend, and all other additions to placement on the current Basic Schedule.

**Career Increment for FUSD Service Years**

Career Increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credit service for career increment purposes shall mean years of 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.

**SLP at level 10 meeting the appropriate years of service would receive the following compensation:**

YEARS OF SERVICE	PERCENT OF SALARY	CAREER INCREMENT	*SALARY
11	1.6%	\$ 2,000.00	\$ 127,000.00
12	3.2%	\$ 4,000.00	\$ 129,000.00
13	4.8%	\$ 6,000.00	\$ 131,000.00
14	6.4%	\$ 8,000.00	\$ 133,000.00
15	8.0%	\$ 10,000.00	\$ 135,000.00

EXHIBIT B

**FRESNO UNIFIED SCHOOL DISTRICT**  
**Salary Schedule effective July 1, 2026 (If pilot is deemed unsuccessful)**  
**Full-Credentialed Speech Language Pathologist**  
**185 Duty Days**

LEVEL	*SALARY	**PROFESSIONAL LEARNING
1	\$ 83,939.95	\$ 86,458.14
2	\$ 87,437.44	\$ 90,060.57
3	\$ 91,080.67	\$ 93,813.09
4	\$ 94,875.70	\$ 97,721.97
5	\$ 98,828.85	\$ 101,793.72
6	\$ 102,946.72	\$ 106,035.12
7	\$ 107,236.17	\$ 110,453.25
8	\$ 111,704.34	\$ 115,055.47
9	\$ 111,704.34	\$ 115,055.47
10	\$ 111,704.34	\$ 115,055.47

\*Salary is inclusive of the Special Education stipend and Speech and Language Therapy stipend.

SLPs with 7 years or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 years' experience from another district/outside entity, you will begin at level 3. SLPs with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 years' experience from another district/outside entity, you will begin at level 8.

\*\*Placement Professional Learning Column is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

To remain on \*Professional Learning, 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started \*Professional Learning in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.) Rates will be updated to reflect any negotiated changes.

**ADDITIONS TO PLACEMENT ON THE BASIC SCHEDULE**

- o Annual \$100 for MA on all classes
- Annual \$200 for BA + 90
- Annual \$200 for earned Doctorate
- Annual \$1000 for National Board Certification for Teachers

**Career Increment for FUSD Service Years**

Career Increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credit service for career increment purposes shall mean years of 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.

**SLP at level 10 meeting the appropriate years of service would receive the following compensation:**

<b>YEARS OF SERVICE</b>	<b>PERCENT OF SALARY</b>	<b>CAREER INCREMENT</b>	<b>*SALARY</b>	<b>*PROFESSIONAL LEARNING</b>
11	1.6%	\$ 1,787.27	\$ 113,491.61	\$ 116,896.36
12	3.2%	\$ 3,574.54	\$ 115,278.88	\$ 118,737.25
13	4.8%	\$ 5,361.81	\$ 117,066.15	\$ 120,578.14
14	6.4%	\$ 7,149.08	\$ 118,853.42	\$ 122,419.02
15	8.0%	\$ 8,936.35	\$ 120,640.69	\$ 124,259.91

# **EXHIBIT 7**



**BOARD OF EDUCATION**

Genoveva Islas, President  
Susan Wittrup, Clerk  
Claudia Cazares  
Valerie F. Davis  
Elizabeth Jonasson Rosas  
Andy Levine  
Keshia Thomas

**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

May 15, 2023

**Expanded Interests of the Fresno Unified School District (District) for  
Negotiations with the Fresno Teachers Association (FTA)  
Regarding Article 49- Special Education-Health Services**

Fresno Unified School District is a place where students, families, and staff are valued and empowered to achieve their greatest potential. We nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment.

Fresno Unified is committed to its students, employees, and the community, and to building positive employer-employee relationships that will lead to positive student outcomes. For that reason, the district and FTA have agreed to interest-based bargaining (IBB) as the process for negotiations to ensure that the parties come up with collaborative solutions to identified interests that are mutually beneficially and durable.

**Core Values for Bargaining**

- Interests, recommendations, solutions and decisions will be centered on improving academic outcomes for students.
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The following are the District's Initial Interests for the 2023/24 contract re-opens for negotiations with FTA. The District reserves the right to add, remove or modify any Articles or Interests up until the end of the last bargaining session in February, or by the 10<sup>th</sup> bargaining session, whichever comes later, per the Ground Rules as requested by FTA.

**The following expanded interests are not proposals, are non-binding and are provided solely for the purpose of serving as a guide for each party's bargaining team members to spark ideas and discussion that will lead to collaborative solutions and new proposed contract language.**

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

**Staffing:**



- ~~At least one certificated school nurse at each school site~~ Adding 36 nurses over 4 years (9 each year to have 107 nurses. Every site will have a health professional.
- ~~At high schools, at least two certificated school nurses, with a third added to all sites with a student population of 2701 or more~~ Adding 36 nurses over 4 years (9 each year to have 107 nurses. Every site will have a health professional.
- ~~Acuity: an additional nurse/s added to any school site based on student needs~~ Adding 36 nurses over 4 years (9 each year to have 107 nurses. Every site will have a health professional.
- ~~Lead Nurses: 7 total, one per region~~ Nurse advisory team with LVNs given an extra pay contract for up to 40 hours of work per person, with plans to continue for 2023-2024.
- ~~Float Team: 7 total, one per region~~ Budgeting for a District Float team of 8 including LVNs and RNs for the purpose to provide additional support and cover absences.
- ~~Substitute Nurses pool: at least one per region~~ Budgeting for a District Float team of 8 including LVNs and RNs for the purpose to provide additional support and cover absences.
- ~~Creation of new article in CBA that covers Substitute Registered Nurses pool, a Nurse Float Team, and a Nurses Screening Team~~ Budgeting for a District Float team of 8 including LVNs and RNs for the purpose to provide additional support and cover absences.
- ~~Nurses shall have a 7 hour duty day & a prep period daily~~ **Nurses have an 8 hour duty day for which they are required to be on campus.**
- All new school nurses shall be appointed a preceptor/mentor for a minimum of 1 year starting in her/his first year of employment to train, educate and support the new nurse
- All nurses who serve as a preceptor/mentor shall receive a stipend of ~~\$9,000~~ **\$500 per year**
- **The district shall provide & distribute appropriate and adequate department policies to all school nurses on a yearly basis, by the second Monday of each school year**
- **Professional learning classes for school nurses shall be provided and have relevant content for the nursing profession. School nurses shall work with the health services director to develop the content and classes suited best for school nurses- A nurse educator has been hired**
- ~~Each school site shall have a school nurse and at least one support staff (LVN/THBCA) per school site~~ Adding 36 nurses over 4 years (9 each year to have 107 nurses. Every site will have a health professional.
- ~~Before a nurse is non-re-elected, she/he will be afforded the opportunity to work at two sites with two different supervisors who shall make two different assessments of the nurse~~ **District statutory right to release probationary employees shall not be limited.**



May 10, 2023

**Expanded Interests of the Fresno Unified School District (District) for  
Negotiations with the Fresno Teachers Association (FTA)  
Regarding Article 49- Special Education**

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**Article 49 – Special Education**

**Restrooms**

- An additional para will be provided for each pre-school, TK, kinder classroom where there is not an adequate restroom facility attached to the classroom
- Looking at adjusting baseline staffing to add additional Mod/Severe Paras
- Goal is to ensure adequate classroom coverage when supporting student toileting
- FTA interested in additional staffing for student toileting needs PreK through age 22.
- Toileting guidelines for assigning classrooms

### Registered Behavior Technicians

- Special Education teachers with concerns about behavior of a student with an IEP can schedule a meeting with the site administration team, RIM and psychologist to review supports.
- Adding SE Paras instead of contracting out for RBT services
- District recommendation is for base by case deployment based on student needs

### Confidential Space

- The District recognizes the need to provide adequate confidential work spaces to respect student privacy, provide a space for therapeutic and crisis sessions and to securely store student records. Where adequate confidential space is limited the District will develop protocols for prioritizing use of the existing confidential space.
- The District's confidential space facilities plan is a 2-stage expansion of confidential spaces at select school sites including the following methods:
  - Dividing rooms into multiple spaces – floor to ceiling
  - Using modular furniture to expand operable workstations
  - Convert ancillary storage space into confidential offices
  - Modifying existing offices to create confidential support spaces
  - Dividing administrator offices to expand confidential space
  - Enclose open areas to create confidential spaces
  - Utilizing a reservation system for confidential spaces on campuses
  - FTA requesting to see confidential space plan
- Protocols for prioritizing available confidential space usage at sites
  - Developed by the site and shared with the staff at the start of the year
  - Spaces that exist at most sites – For example, after School program rooms not used during the instructional day, counselor's office, etc.
  - Prioritization of Confidential Space Depending on Student Need
    - The District recognizes that the ability to use the space available in an efficient and strategic manner is key to ensuring that students, parents, and staff have access to confidential space when necessary. For the reservation system,
      - Student 5150 crisis / Police / CPS Interview
      - Student IEP/504/SST
      - Student in distress (non-5150/police/CPS related crisis)
      - Student assessment\*
      - Student services\*
    - Space prioritization using the following to create the annual site plan made by site administration.
      - Crisis Intervention
      - Students in Distress
      - Confidentiality
      - Student Service

- Work space
- Medication Storage/Medical Records
- Additional C trains for storage are available through facilities
- FTA interest is to work from home if confidential/adequate space cannot be located.
- Site administration review of current available space
- Each Special Education teacher and DIS provider shall have access to confidential spaces for conducting IEPs and testing.
  - In the event the site is unable to secure a confidential space for the Special Education teacher and DIS provider for IEPs and testing, the unit member will first bring the problem to the attention of the site administrator and cooperatively seek a resolution.
  - If an acceptable resolution cannot be reached, the SPED teacher/DIS provider may involve his or her RIM with the principal to see if additional options can be developed.
  - Sites shall develop plans to provide appropriate space for SPED teachers and DIS providers to use when providing services/instruction.
- For sites where student diapering is required, the site shall have appropriate equipment/facilities available.
- Sites shall have locking cabinet areas/refrigerators (depending upon student medication requirements) for storing medications and confidential medical information.
- Resubmit survey to sites to see confidential space needs.

#### **DIS Employees**

- District is working on creating an email pathway which includes all site itinerate employees on "All Site" emails to be active at the start of the 2023-24 school year **if requested by DIS.**
- Itinerate staff will be provided bathroom keys and a shared mailbox for each site that they are at
- DIS itinerate staff to be invited to site celebrations
- DIS itinerate employees will be provided with a shared workspace
- DIS itinerate employees can submit a request for storage space for equipment over the summer and the District will provide storage space as needed
- **Including DIS in the initial classroom space planning.**
- **Adding itinerants to emergency notifications for sites they want to be included**

#### **Special Educator Buy Back Days**

- The three buy back days at the beginning of the year are to be used for all compliance required training and professional development (typically 1 day), department training for Special Educators (1 day), and typically 1 day for teacher preparation and planning.
- **FTA wants 2 days for teacher preparation and planning.**

#### **Extra Support Based Upon Percentage of Student Behavior**

- Legal compliance regarding FAPE and IEP requirements prohibits a quota system for providing supports based on student behavior.
- **Looking into adjusting baseline staffing.**

#### AM/PM

- Still reviewing the possibility of reducing AM/PM where feasible.

#### DIS Right to Site

- DIS site assignment and placement shall be determined by the needs of students.
- **Notice of placement, ensuring space at new placement and time to move to new placement for DIS whose positions are more stationary.**
- **DIS placement should remain if the site needs are the same for the next year**
  - **DIS placements should consider student need first and move if service not needed at that site**
  - **Transfer language can still be used for involuntary or voluntary transfers**

#### Medi-Cal Funding Language

- District is still exploring and is not prepared to provide a response
- **Additional information needed on where BOP and MedMAA funds are currently allocated**
- **District goal is to support the services that generated the reimbursements.**
- **FTA wants to 10% to be allocated to the sites/departments at their discretion**

#### Areas of Further Discussion

- **FTA Interest: Potential elimination of mild-mod and mod-serve to a system that more equitably addresses the needs of students**
  - **District Response: As these classifications are based upon the State's credentialing, a complete elimination is not possible.**
  - **Working to adjust baseline staffing appropriately**
- **FTA Interest: Adding additional para's and teachers at the beginning of the school year based on historical data and projected increases of students throughout the year**
  - **District Response: The District is working to address staffing allocations for SPED to more accurately assess baseline staffing needs.**
  - **Working to adjust baseline staffing appropriately**
- **FTA Interest: Potential reductions/caps to class sizes**
  - **District Response: Still exploring reductions where feasible but caps are not in the best interests of students.**
- **FTA Interest: Should there be an increase in the number of special day, mild, moderate and ALPS classes in elementary and secondary?**
  - **District Response: Additional ALPS classes is based on student needs, but limiting grade level spans where practical with a focus on keeping students at their home schools is a priority.**





**BOARD OF EDUCATION**

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**SUPERINTENDENT**  
Robert G. Nelson, Ed.D.

May 8, 2023

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Negotiations with the Fresno Teachers Association (FTA)  
Regarding Article 49- Special Education**

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**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

May 4, 2023

**Expanded Interests of the Fresno Unified School District (District) for  
Negotiations with the Fresno Teachers Association (FTA)  
Regarding Article 66 – Shared Decision Procedures and  
Article 20 – Hours**

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**Article 66 – Shared Decision Procedures and Article 20 - Hours**

**FTA Interests**

- Teachers are professional educators who have the autonomy to meet with their colleagues as often as they feel is needed.
- District mandated meeting hours shall be reduced to 20 hours per year (limited to 10 hours per semester).
  - All meeting agendas, topics of discussion, etc. are at the discretion of the teachers.

- Buyback Day time limits: 1 hour admin. and remaining time is at teacher discretion.
- Any unit member who “sells” their prep. period will be compensated at the per diem rate of pay.

#### District Interests

##### Professional Learning Community Collaboration

- Teachers shall meet once per week for PLC time. 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.
- PLC structures shall be co-designed at each site at the beginning of the year and shall address the following:
  - Examine the academic needs of the site with a focus on the learning of each student;
  - Develop strategies and ideas to build on strengths and address growth in learning;
  - Implement the strategies and ideas using processes designed to improve student outcomes;
  - Analyze the impact of changes for effectiveness; and
  - Prepare and/or obtain professional learning as needed for the staff.
- The District shall provide an outside facilitator with expertise in PLCs to assist in the co-design efforts.
- Teachers and site administrators shall co-design a quarterly measurement system to measure the effectiveness of PLC time. The results may be utilized to create change ideas to test for improvement.
- PLC time shall be integrated into an early release/late start day to ensure PLC time is completed during the duty day. Instructional minutes for the week shall remain the same and shall be equally distributed across the remaining school days to ensure students receive baseline instructional minutes.
- Schoolwide professional learning shall take place once per month.



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Robert G. Nelson, Ed.D.

April 27, 2023

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**Article 66 – Shared Decision Procedures and Article 20 - Hours**

- The District is committed to Professional Learning Communities (PLCs) as a strategy to help students achieve their greatest potential.
- The District has an interest in enhancing Professional Learning Communities to improve academic outcomes for students. To further expand on the district's interest, below are areas we would like to explore regarding PLCs.
  - Re-bench PLC standards to ensure consistency across the system while ensuring improved student outcomes.

- This includes principals, vice principals, teacher leads, school administrators and central office to ensure that the framework for PLCs is known by all, effective, and there is accountability for all in following agreed upon framework.
- Co-design PLC structures with teachers at each site at the beginning of the year and pilot the new structure for three years with specific measurable outcomes to adjust to maximize effectiveness.
  - Provide facilitated discussions to develop a collaborative process.
- Hold specific time to ensure PLCs can function effectively.
- Explore early release/late start days to ensure PLC time is completed during the duty day. Integrate instructional minutes into remaining school days to ensure students still receive baseline instructional minutes.
  - Potentially staggered days for an early release/late start for transportation purposes (Tuesday-Thursday).
- Co-create a reality between site administration and teacher leaders to ensure that PLC time is effective and will lead to improved student outcomes.
- Provide a coach/facilitator at different points throughout the year to maximize PLC effectiveness.
- Explore opportunities to meet as PLCs at different times.

PERB Received  
06/08/23 14:09 PM

## **EXHIBIT 8**





May 18, 2023

## Fresno Unified School District's Comprehensive Response to FTA's Interests

Fresno Unified School District is a place where students, families, and staff are valued and empowered to achieve their greatest potential. We nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment. Fresno Unified is committed to its students, employees, and the community, and to building positive employer-employee relationships that will lead to positive student outcomes.

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The following are the District's responses to FTA's interests, commonly referred to as "the 26 page document." The District reserves the right to add, remove or modify any language below.

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<u>FTA's Interest</u>	<u>FUSD's Response and Expanded Interest</u>
<p data-bbox="311 256 670 289" style="text-align: center;"><u>Recruitment &amp; Retention</u></p> <p data-bbox="138 361 808 464">How might Fresno Unified recruit and retain the highest quality educators, staff, and employees in education?</p> <p data-bbox="138 499 846 674">Fresno Unified is the largest employer in the Central Valley and it should take that role seriously by setting the standard in educator, staff, and employee salary and benefits. All changes to salary and benefits apply to all Fresno Unified employees.</p> <p data-bbox="138 709 240 743"><b>Salary:</b></p> <p data-bbox="230 747 365 781"><b>Option 1:</b></p> <p data-bbox="230 785 740 919">22-23: Ongoing salary matches district LCFF (13.2%); retro to July 1, 2022 \$10,000 in one-time payment</p> <p data-bbox="230 957 602 1092">23-24: LFCC Plus 2% if LCFF under 8% \$7500 in one-time payment</p> <p data-bbox="230 1129 610 1264">24-25: LFCC Plus 2% if LCFF under 8% \$5,000 in one-time payment</p> <p data-bbox="230 1302 602 1436">25-26: LFCC Plus 2% if LCFF under 8% \$5000 in one-time payment</p> <p data-bbox="138 1482 310 1516"><b>On all years:</b></p> <ul data-bbox="183 1520 841 1797" style="list-style-type: none"><li>• All unspent on-going district converts to salary before end of fiscal year.</li><li>• All unspent one-time district revenue converts to one-time salary before end of fiscal year</li><li>• All District reserve in excess of 8% to convert to one-time salary before next fiscal year</li><li>• At all sites where principals receive a</li></ul>	<p data-bbox="1003 256 1364 289" style="text-align: center;"><u>Recruitment &amp; Retention</u></p> <p data-bbox="870 323 972 357"><b>Salary:</b></p> <p data-bbox="961 392 1446 527">22-23: Closed per the parties negotiated agreement \$5,000 in one-time payment offered Extension of SEIU Agreement</p> <p data-bbox="961 569 1484 669">23-24: Modified contingency formula currently estimated above 7.5%</p> <p data-bbox="961 711 1484 812">24-25: Modified contingency formula currently estimated above 1.5%</p> <p data-bbox="961 854 1484 955">25-26: Modified contingency formula currently estimated above 3%</p> <p data-bbox="961 993 1484 1472">Converting all unspent district revenues restricts the abilities to address the needs of the students, sites and jeopardizes the fiscal stability of the District. For example, additional SPED teachers, School Psychologists, health staff (Nurses, LVN), SLPS, Music, ASP, English Learners, expanded dual immersion, expanded TK, Safety Support staff, confidential work spaces, behavior supports, mental health needs, tutoring, Reading Intervention supports and other support staff needs.</p> <p data-bbox="961 1514 1484 1648">The District reserve policy is to maintain at least 5% in lean years and no greater than 10% assigned fund balance in good years.</p> <p data-bbox="961 1690 1484 1791">FTA may participate and provide feedback in the annual LCAP process and Board budget presentations.</p>

Challenging Assignment Incentive (up to 10% increase in base salary to a position among the most challenging assignments), all FTA bargaining unit members working at the same sites shall receive a 10% increase above their base salary

**Option 2:**

All FTA bargaining Unit members at 35% of district outgo by 23-24, but no less than the LFCC percentage

All FTA bargaining Unit members at 39% of district outgo by 24-25, but no less than the LFCC percentage

All FTA bargaining Unit members at 43% of district outgo by 25-26, but no less than the LFCC percentage

\$7,000 in one-time payments for 22-23, 23-24, 24-25 and 25-26

**On all years:**

- All unspent on-going district converts to salary before end of fiscal year.
- All unspent one-time district revenue converts to one-time salary before end of fiscal year
- All District reserve in excess of 8% to convert to one-time salary before next fiscal year
- At all sites where principals receive a Challenging Assignment Incentive (up to 10% increase in base salary to a position among the most challenging assignments), all FTA bargaining unit members working at the same sites shall receive a 10% increase above their base salary

**Overtime Compensation:**

- All documented hours worked by educators after 8 hours shall be paid at time and a half.
- Supplemental contract compensation shall

May Revise of the State's Budget Revision includes cuts to Block Grants to Music, Arts and Learning Recovery.

Teachers are exempt employees and not subject to overtime pay.

**Stipends:** Any additions to this section must reduce the annual salary increase across the board. For example, if this section is a \$6m cost, the salary increase decreases by 1%.

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

Middle school coaching is not equivalent to high school (time, schedule, events, etc)

TK to be considered part of Early Learning for the purposes of determining classroom stipends Viable to update the classroom stipend for Early Learning to \$700 per classroom.

Classroom stipends to increase from \$315 to \$500.

**Salary Schedule Requirements:** Salary classes align with best practices across California school districts, beginning with clearing the credential at the Class I level. Buy back days are necessary for compliance training and preparation throughout the year.

**Mental Health Days:** Sick leave is available for up to three (3) mental health leave days.

**Healthcare:**

- District offered elimination of co-pays for employees who are dual covered
- District offered 100% district paid healthcare for all members for Plans A

become 1.5x per diem rate, starting in the 23-24 school year.

- No mandatory unpaid student supervision.
  - If teacher agrees to a student supervision assignment, the compensation is 1.5x per diem.

**Stipends:**

- EPES and Coaching stipends go from salary percentage increase to salary plus 2% following each year of an across-the-board increase
- Middle school coaching stipends shall match high school coaching stipends
- Dual Language (i.e. Spanish) stipend from \$500 to \$1700 per year
- SPED/Nurse stipend from \$1500 per year to \$5000 per year
- Early retirement incentive from \$1000 to \$2500
- Unit members shall receive \$100 month car allowance for expenses related to using their vehicles for school activities
- Unit members shall receive a \$100 per month cell phone stipend
- HHI unit members shall have virtual work option, mileage reimbursement, travel time pay, and prep time pay
- AP teacher stipend, match AD EPES at HS.
- IB School teacher stipend, match AD EPES at HS.
- All elementary teachers (including SPED) who teach combination classes shall be paid a yearly STRS-able stipend of \$7500 per year for teaching, planning and preparation of at least two grade levels
- All secondary teachers (including SPED) shall receive a yearly STRS-able stipend of \$7500 per year for teaching, planning and preparation of three or more preps. (sections).
- All additions to Placement on the Salary schedule (MA, BA+90, Doctorate) shall each

and C; Plan B improved to 80/20; no increase in premiums

- The District offered a premium holiday, which FTA voted down
- Regarding Lifetime Benefits, the District received expert analysis from an actuarial which determined that the cost and liability to the District would be approximately \$152,000,000 and 1.6 billion dollars over the next 100 years, which is too great of a financial impact to the District. Additionally, the District recognizes that similar districts who have expanded lifetime benefits have chronic fiscal challenges.

**Disability Insurance Plan:**

Extended illness leave is an entitlement under the Education Code. Any additional cost for a disability plan will reduce the across the board salary increase.

**Retirement:**

Any additional retirement contributions will reduce the across the board salary increase.

**Job descriptions**

FUSD is Interested in forming a joint committee responsible for reviewing and updating job descriptions on a cycle where each position is reviewed at least once every five years.

increase by \$500 in 2023-24 and shall automatically increase every year by \$100

- All National Board, and equivalent for SLPs shall increase by \$500 in 2023-24 and shall automatically increase every year by \$100
- TK shall be considered part of Early Learning for the purposes of determining classroom stipends
- Classroom stipends shall increase: the \$315 shall become \$850 and the \$500 shall become \$2000
- Professional Development stipend: \$250 each year for educator professional development resources.

**Salary Schedule Requirements:**

All salary schedule class requirements shall be reduced to improve the ability of teachers to matriculate through the salary schedule.

For example, on Schedule A, instead of Class I requiring a BA+ 30-44 it would shift to BA+ 15-30 units; Class II would shift to BA+ 31-45; Class III would shift to BA+ 46-60 units; Class IV to BA+ 61-75 units; and for Class V we'd eliminate the need for additional course work and just make it BA+ 76-90 units. AND... possibly eliminate 3 duty days per year (from 185 to 182) by cutting 3 buy back days & of course no reduction in pay (see article 14 for past practice on this).

**Mental Health Days:**

- Unit members shall be able to use up to three (3) mental health leave days per school year without any loss in pay or deduction to their sick leave.

**Healthcare:**

- Dual coverage cost eliminated
- District paid disability for all FTA members; our members pick the plan and district reimburses \$100 per month
- 100% district paid healthcare for all members; no increase in premiums; max out of pocket to \$250/\$500 (in network/out of

network)

- o See specific language below.
- e Reset qualification for lifetime benefits
  - hired before March 16, 2020, who work at least 20 years
  - hired after March 16, 2020, but before August 1, 2023, who work at least 25 years
- Long-term care cost reduced by 10% each year for the next 4 years; district to contribute resources necessary to JHMB to make this happen
- 100% district paid dental (including orthodontic) and vision, and hearing aids.
- Each year that the district's unrestricted ending fund balance exceeds 5%, the district shall contribute an additional \$4 million to JHMB; JHMB must use the additional revenue for plan design improvements; additional revenue shall NOT go into the JHMB reserve.
- Modify trigger language on Article 18, Section 4.3 & 4.4.
- District shall reimburse members who show proof of completing at least 100 days of exercise at a gym, dojo, yoga studio, or other fitness facilities in a calendar year, up to \$1000 per year
- District paid 12-week maternity/paternity leave.
  - o \*Access to paid Mid-wife and Doulas.

**Interest Language for Article 18 -- Fringe Benefits**

**3. Health Fund**

3.1 Effective as of July 1, 2023, ~~July 1, 2017,~~ in addition to the Health Fund contribution set forth in 5.1 of this Article, the District shall increase the annual per active employee contribution to the Health Fund ~~for to cover the total cost to fund a 100% district funded healthcare plan for Plan A and Kaiser to take effect - a total amount of \$17,789.~~ ~~W~~ within 120 days from the ratification of this Agreement by both parties., ~~subject to JHMB~~



~~approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. Current maximum out of pocket costs shall reduce to (\$250/\$500) net change, monthly premiums shall not increase and both 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, 2023 19, the annual per active employee contribution to the health fund shall be the amount to fund a 100% district funded healthcare plan is \$10,348.

#### 6. Retiree Benefits – Medical Health Plan

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

6.1.1 An eligible retiree is one who:

6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;

6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;

6.1.1.3 Has been hired

prior to January 1, 1982  
whether or not he/she  
resigned from the  
District and was rehired  
between January 1,  
1982 and July 1, 1994  
and who has at least a  
total of ten years of  
service in the Fresno  
Unified School District;

6.1.1.4 Has been hired  
after July 1, 1994  
regardless if he/she was  
hired before January 1,  
1982 and who has  
served sixteen years of  
service in the Fresno  
Unified School District;

6.1.1.5 **Has been hired  
after March 13, 2020,  
regardless of if she/he  
has hired before  
January 1, 1982 and  
who has served 18  
years of service in  
Fresno Unified School  
District;**

6.1.2 Retirement Benefits and  
Eligibility for Employees Hired  
On or After **March 16, 2020**  
~~July 1, 2005~~: The following  
eligibility requirements and  
District-provided retirement  
benefits shall apply to  
employees hired on or after  
**March 16, 2020** ~~July 1, 2005~~.

6.1.2.1.1 6.1.2.5 These  
modifications  
shall not apply  
to laid-off  
permanent or  
probationary  
employees  
who were  
hired on or



before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24-month period. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to **March 16, 2020 July 1, 2005.**

**8. Disability Insurance Plan: A disability insurance plan (provided by American Fidelity) shall be funded by the district and provided and to all employees in the bargaining unit (language mostly taken from CSEA #125 contract, page 9)**

**8.1.1 If FTA Elects Not to Participate: In the event that FTA elects not to participate in the FUSD funded disability plan, FUSD shall place a percentage increase equivalent to the percentage cost per employee of FUSD paid disability program onto to each and every step of the salary schedule effective upon the decision by the bargaining unit not to accept the program. The increase to each step shall be a minimum of 0.62%. (language from CSEA #143 page 61, 7a and b)**

**Retirement:**

ed for each FTA bargaining unit member to upon her/his retirement OR place an equivalent count

**Job descriptions**

nsible for reviewing and updating job descriptions

**Special Education**

**Classrooms sizes/guidelines**

- Secondary:

**Special Education**

All students in Fresno Unified are General Education students first. FUSD believes that it is in the best interest of students and their

<ul style="list-style-type: none"><li>● RSP teachers shall have:<ul style="list-style-type: none"><li>○ (1) 7.5 hour paraeducator</li><li>○ a cap of 24 students on their <u>caseload</u></li><li>○ coteach classes will be no higher than 33% sped (see #6)</li></ul></li><li>● SDC/MM classes<ul style="list-style-type: none"><li>○ will have a max of 12 students <u>per class period</u></li><li>○ will have a max of 12 on their caseloads</li><li>○ will have (1) 7.5 hr paraeducator</li></ul></li><li>● Elementary RSP teachers shall have:<ul style="list-style-type: none"><li>○ (1) 7.5 hour paraeducator at regular sites (per RSP teacher)</li><li>○ (1) 8 hour paraeducator at designated sites (per RSP teacher)</li><li>○ All sites should have 2 RSP teachers (site RSP teachers shall work together to determine caseload/grade level division)</li><li>○ a cap of 24 students on their caseload each</li></ul></li><li>● Elementary SDC/MM teachers shall have:<ul style="list-style-type: none"><li>○ (1) 7.5 hour paraeducator</li><li>○ A max of 12 students <u>in their class and on their caseload</u></li><li>○ No more than 2 grade levels assigned to a teacher</li><li>○ Once a teacher has been moved to 2 grade levels at a site, that teacher stays at 2 grade levels for the duration of their time at that site until all sites have no more than 2 grade levels in all SDCs</li></ul></li><li>● Any site having an ED program shall:<ul style="list-style-type: none"><li>○ 1 ED teacher</li><li>○ (1) 7.5 hr SE para</li><li>○ (1-2) 7.5 hr paraeducators (the addition of a second para will depend on the needs of the individual classrooms)</li><li>○ A max of 8 students <u>in their class and on their caseload</u></li></ul></li></ul>	<p>families who require Special Education services to remain at their home schools, when the facilities and staffing permit. FUSD shall attempt to maintain a two grade level span and honoring FAPE procedural guideline, given the available facilities and staff.</p> <p>FUSD acknowledges the important work of paraeducators and their direct impact on the work of Special Education teachers. However, while the District is reviewing the ratio of adults to students in classrooms, paraeducators are under a different bargaining unit (CSEA) and the District is addressing the recruitment and retention of these employees through their labor organization.</p> <p>FUSD is reviewing the baseline staffing, including conversations about reductions in caseload, class size, and student to adult ratio. The May Revise of the State's Budget was received on May 12, 2023. The District is analyzing the fiscal impact of revising the baseline staffing in the following special education programs:</p> <ul style="list-style-type: none"><li>● Primary and Secondary RSP</li><li>● Primary and Secondary SDC and Mild Moderate</li><li>● Primary and Secondary ED</li><li>● Primary and Secondary DHH</li><li>● Primary and Secondary ALPs</li><li>● Primary and Secondary Autism</li><li>● Primary and Secondary IBP</li><li>● Primary and Secondary Visual Impairment</li><li>● Primary and Secondary Orthopedic Impairment</li><li>● Center based specialized programs</li></ul> <p>FUSD desires to separate Autism Preschool-Kindergarten into a separate preschool and combine TK and Kindergarten programs</p>
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- Deaf and Hard of Hearing (DHH) teachers shall have:
  - (2) 7.5 hr paraeducators
  - A max of 12 students in their class and on their caseload
  - If a DHH SDC class has at least one deaf student, then that class shall have 1 full time ASL interpreter assigned to it

1. Secondary co-teaching classes shall NOT go over 33% sped
  - Once the class hits 33% sped, no additional sped students can be added
  - If GE student percentage drops below 67%, GE students must be added
  - Students on IEPs who do not require a coteach class will not be placed in a coteach class
  - Students who are assessed and DNQ will not be added to coteach classes after the fact

2. Elementary ALPs teachers shall have:
  - (2) 7.5 hour paraeducators
  - A max of 7 students in their class and on their caseload

3. Secondary ALPs teachers shall each have:
  - (3) 7.5 hour paraeducators
  - A max of 9 students in their class and on their caseload

**Autism teachers shall have:**

- Secondary (inclusion):
  - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
  - (2) paraeducator (7.5 hours)
  - A max of 16 students on their caseload

where facilities and staffing are available.

FUSD desires to make the preschool program AM/PM where facilities and staffing are available.

All elementary SDC (all types) will be moved to 2 consecutive grade levels (max) and remain no more than 2 grade levels where feasible.

**Additional Special Education Interests/Responses**

- The District will not circumvent or hinder its obligation to provide a free and appropriate public education for all students, including adjusting any caps on percentages of students in a co-teaching class or adding contract language regarding automatic personnel on campuses due to number of students with IEPs/behavior plans without regard to those students' individual needs
- Elementary RSP teachers shall be required to adhere to the schedule provided by the sites in order to ensure schedule synchronization and complete support for students.
- Service Trackers are necessary to track the services provided to students.
- The District desires to increase the substitute days from 5 to a more equitable number and ensure that these substitute days are used for assessments, IEP planning and preparation, and to hold IEP dates.
- The District is considering the feasibility of expanding the second prep for Special Educators at secondary sites.
- If students are deployed into an Elementary Special Educator's room, the teacher shall be compensated at one hour per diem.

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| <ul style="list-style-type: none"><li>➤ <b><u>Elementary:</u></b></li><li>➤ <b>Preschool:</b><ul style="list-style-type: none"><li>○ (2) autism certified paraeducators (G-30 positions) (7.5 hours)</li><li>○ (2) paraeducators (7.5 hours)</li><li>○ A max of 8 students <b><u>in their class</u></b> and <b><u>on their caseload</u></b></li></ul></li><li>➤ <b>Grades TK-K</b><ul style="list-style-type: none"><li>○ (2) autism certified paraeducators (G-30 positions) (7.5 hours)</li><li>○ (2) paraeducators (7.5 hours)</li><li>○ A max of 8 students <b><u>in their class</u></b> and <b><u>on their caseload</u></b></li></ul></li><li>➤ <b>Grades 1-2</b><ul style="list-style-type: none"><li>○ (2) autism certified paraeducators (G-30 positions) (7.5 hours)</li><li>○ (2) paraeducator (7.5 hours)</li><li>○ A max of 8 students <b><u>in their class</u></b> and <b><u>on their caseload</u></b></li></ul></li><li>➤ <b>Grades 3-4</b><ul style="list-style-type: none"><li>○ (2) autism certified paraeducators (G-30 positions) (7.5 hours)</li><li>○ (2) paraeducator (7.5 hours)</li><li>○ A max of 10 students <b><u>in their class</u></b> and <b><u>on their caseload</u></b></li></ul></li><li>➤ <b>Grades 5-6</b><ul style="list-style-type: none"><li>○ (2) autism certified paraeducators (G-30 positions) (7.5 hours)</li><li>○ (2) paraeducator (7.5 hours)</li><li>○ A max of 10 students <b><u>in their class</u></b> and <b><u>on their caseload</u></b></li></ul></li><li>➤ <b>Autism Inclusion (elementary PS/PK/TK/K-6th):</b><ul style="list-style-type: none"><li>○ (1) G-30 (7.5 hr) paraeducator per grade level at each site<br/>A max of 16 students <b><u>on their caseload</u></b></li></ul></li></ul> | <ul style="list-style-type: none"><li>● IEPs should be held during the day on the provided substitute days when possible and roving substitutes should cover the General Education teacher's classes.</li><li>● When IEPs go past the 8<sup>th</sup> hour, teachers shall be paid per diem as the IEP schedule is dictated by the family's needs.</li><li>● The current \$1,500 annual Special Education stipend is for both recruitment and retention and also for the other duties required of Special Educators</li><li>● Sensory/motor rooms shall be at sites dependent on student need and facility availability</li><li>● The process for requesting additional personnel support through the Regional Instruction Manager shall be reviewed</li></ul> <p><b><u>Designated Instructional Specialists</u></b></p> <ul style="list-style-type: none"><li>● Create a fair and equitable caseload/workload formula calculator for each DIS Itinerant discipline</li><li>● Implementation of the SLP Pilot Program for the recruitment and retention of SLPs</li><li>● District is reviewing the possibility of increasing allocated FTE for each DIS Discipline to include all contracted FTE, absent contracts paid from categorical funds or one time dollars</li><li>● SLPs provide the support previously offered the AAC language lab</li><li>● Ensure knowledgeable and appropriate manager to conduct DIS itinerant evaluations</li><li>● District will retain right to assign DIS employees to sites based upon student need, site need, program need, District need, and DIS provider experience and skill</li><li>● The District will provide DIS providers a notice of placement, ensuring space at new placement and time to move to a new placement for DIS positions that are more stationary.</li><li>● Provide appropriate training for all DIS</li></ul> |
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4. FUSD shall separate Autism Preschool-Kindergarten into a separate preschool and combine TK and Kindergarten (Justification: *currently, three-year-old students are held to the same expectations as their Kindergarten counterparts in the Autism programs. Also, three-year-olds join the classes as they transition from an IFSP to an IEP throughout the school year. This makes it so functional routines need to be retrained throughout the year, which greatly interrupts the classroom and learning as new kids join the class. General Ed students are not combined in this way.*)

- Appropriate programs/classes will be created to meet the actual/assessed needs of PS/TK/K special education students (specifically for SDC/MM and ALPs)

5. All elementary SDC (all types) will be moved to 2 consecutive grade levels (max) and remain no more than 2 grade levels. Sites teachers will collaboratively determine the grade level clusters when there are grade level gaps (for example: TK-K, 1-2, 3-4, 5-6; Pre-school will not be lumped in with TK/K)

6. IBPs

- MS (Autism/ALPs) shall have at least 3 classes in the district for each level (elementary, middle school, high school)
- MM shall have at least 3 classes in the district for each level (elementary, middle school, high school)
- Criteria for placement to be created
- Class sizes TBD

7. Orthopedic Impairment classroom teachers shall have:

- (3) (G-30 positions) 7.5 hour

itinerant staff as determined by the District

- DIS Staff will have access to all GenEd and SpEd GVC and Supplementary Materials/Supports needed to provide appropriate services for the student. Curriculum belongs to student.
- Add advisory Co-chair for FTA member to the MediCal Collaborative Committee.
- MediCal funding will be used to support the services that generated the reimbursements.
- SPED educators shall be required to provide student supervision as required for all unit members and as described in Ed. Code 44807 requirement, "Every teacher in the public school shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess."

- paraeducators
- A max of 15 students *in their class* and *on their caseload*

8. Visual Impairment teachers shall have:

- (3) 7.5 paraeducators
- A max of 15 students *in their class* and *on their caseload*

9. Center-based medically fragile shall be status quo

10. All designated schools will be given 8 hour paraeducators instead of 7.5 hour paraeducators

**SpEd CBA Members (classrooms teachers /educators/DIS)**

1. Each elementary RSP teacher can determine their individual schedule and share it with their admin.
2. Service Tracker will either be eliminated or specific time in an educator's 7 hour duty day will be provided and set aside to allow for completion of the documentation
3. The use of an SCIA referral form is not to be excluded based on the staffing listed above
4. Buyback days: 2 of them shall be teacher choice for all FTA sped members. For example, FTA sped members can choose to: access available trainings specific to members need, time to write IEPs, etc.
5. FUSD shall create a webpage specific to new sped educators that provides all information necessary for new sped educators (resource/links page) in one easy to find place and keep it updated monthly at a minimum
6. If teachers don't use their sped sub days, they will be paid out at their per diem rate in June.
7. Increase the 5 sub days to 7 days. Additionally, the 7-day sub event code **will** be emailed out to all teachers and site



admin no later than Sept 10 each year effective for use immediately. When a teacher secures a sub with that event number, they will not be responsible for anything going on in their classroom or on the site if they're working on campus. If there is no workspace available on the campus, the teacher shall be allowed to work at a location of their choice. Teacher will communicate location with their site admin.

8. If an elementary sped educator is asked to and accepts the additional responsibility of more students to cover on any given day, the teacher shall be compensated hourly at their per diem rate (coverage)
9. For elementary sites, IEPs and SSTs should be held during the school day with roving subs for SPED teachers and general education teachers (subs to be paid for by the District, not the site)
10. Special ed educators will be provided a list of available supplementary materials to support their GVC core curriculum in their specific content areas that indicates who pays for it, where to access it, and a contact person for any questions regarding it to be kept updated and made available to teachers no later than their first day of duty each school year, updated annually no later than Aug 10.
11. All sped educators at the secondary level shall have a content prep and an IEP prep
12. In situations where sped educators share a classroom, each teacher shall have all common prep periods with their roommate (sharing classrooms should not be automatic but a last resort)
13. Any IEP that is held during the 8<sup>th</sup> hour of an educator's day shall count towards their mandatory meeting hours
14. Any IEP that goes past a CBA Members (including DIS) 8<sup>th</sup> hour shall be



compensated at the member's per diem rate of pay to be paid by the district, not the individual sites with hours submitted to the admin attending the IEP and the office manager via email

15. The current \$1,500 annual sped stipend shall be increased to \$5,000 annually (All SpEd Certificated staff)
16. It will be made clear that the annual sped stipend is specifically only for recruitment and retention of sped educators (All SpEd Certificated staff)
17. Every site shall have one sensory/motor room manned by a trained professional
18. Any site having 20% or more of their SpEd students are on behavior plans shall be assigned a site-based RBT. Once a site has been assigned an RBT, regardless of attrition, the RBT will remain at that site for the remainder of the year. Each site team will work with RIM to determine how the RBT will serve at the site
19. SCiAs shall be requested to support specific needs of students. The Team shall have a collaborative discussion to determine if the current classroom staff supports (Teacher and Paras) are adequate to meet all the needs of the classroom and not draw away from the social/academic instruction/learning. If ***the Team collaboratively determines*** the need can be met, an SCiA Request is not required. If not, the RIM will submit the request on behalf of the Team

#### **Designated Instructional Specialists**

1. Create a fair and equitable caseload/workload formula calculator for each DIS Itinerant discipline
2. Increase allocated FTE for each DIS Discipline to include ALL contracted FTE (i.e. current allocated FTE for SLPs is 96. The FTE will be increased to 124 since the district hires/contract for a total of 124.

<p>Increase SLP FTE by 28 FTE). This is \$0.00 cost to the district.</p> <ol style="list-style-type: none"><li>3. Create SLP AAC Language Lab class for Pre-school students</li><li>4. Knowledgeable and appropriate manager to conduct DIS Itinerant evaluations.</li><li>5. Right to assignment/site(s) for returning DIS staff. Continue with previous assignment/site(s) or choice by seniority for vacant assignment/sites. FUSD have first choice to site above contracted staff.</li><li>6. Inclusive language that includes all DIS itinerant CBA Members are incorporated in language that pertains to relevant Classroom Teacher or Teacher language.</li><li>7. Provide appropriate training for all DIS Itinerant staff</li><li>8. DIS Staff will have access to all GenEd and SpEd GVC and Supplementary Materials/Supports needed to provide appropriate services.</li><li>9. Add Co-chair language to MediCal Collaborative Committee.</li><li>10. Provide 10% of revenue generated from Random Moments Time Survey MediCal Billing back to departments and schools.</li></ol> <p>New Items added 11.1.22 – 11.7.22</p> <ul style="list-style-type: none"><li>➤ PreK shall have DHH ALPS classes</li><li>➤ Eliminate the requirement to do double entries (in Learning Genie and SEIS Platform) for the same student</li><li>➤ At least one full-time Speech Language pathologist at all schools who have students who need the services</li><li>➤ SPED educators shall be exempted from all student supervision duties</li></ul>	
<p style="text-align: center;"><b><u>Educator Working Conditions</u></b></p> <p><b>Meeting Hours/Buyback:</b> Teachers are professional educators who have the autonomy to meet with their colleagues as often as they feel is needed.</p> <ul style="list-style-type: none"><li>● District mandated meeting hours shall be</li></ul>	<p style="text-align: center;"><b><u>Educator Working Conditions</u></b></p> <p><b>Meeting Hours/Buyback:</b> Fresno Unified is committed to the PLC process which facilitates collaborative educational approaches to improve student</p>

reduced to 20 hours per year (limited to 10 hours per semester).

- All meeting agendas, topics of discussion, etc. are at the discretion of the teachers.
- Buyback Day time limits: 1 hour admin. and remaining time is at teacher discretion.
- Any unit member who "sells" their prep. period will be compensated at the per diem rate of pay.

**Assignments:**

- No elementary teacher shall be moved more than two (2) grade levels in any given year, without teacher approval.
- Elementary: If a teacher is assigned to a different grade level, they will be compensated two weeks of per diem pay. Compensation for planning and preparation.
- Secondary: If a teacher is assigned to a different prep. (section), they will be compensated two weeks of per diem pay. Compensation for planning and preparation.
- If a teacher has moved grade levels in a current year, she/he shall not be asked to move grade levels in the next academic school year, unless teacher gives their approval.
- When teachers change classrooms, they shall be granted 2 days of Sub leave to move or 2 days of per diem pay.
- When teachers change school sites, they shall be granted 3 days of Sub leave to move or 3 days of per diem pay.
- Itinerant music schedules shall be released prior to the 7<sup>th</sup> week of the fourth quarter of each school year.
- Deadline for staffing and teaching assignments to teachers by May 1<sup>st</sup> of each school year.

**Member Support:**

- Probationary teacher has an option to switch sites before being non-reelected.

**Staffing:**

outcomes and achievement and ensure best instructional practices. The PLC process components include but are not limited to developing an agenda, reviewing the four grounding questions, analysis of student data results, and developing/implementing instructional strategies.

FUSD is also committed to providing Professional Learning time for its educators to ensure that mandatory trainings are held and that unit members are provided learning opportunities to continue to grow as Instructional professionals. PL is also required for credential renewal in the State of California.

In order to facilitate the time for the necessary PLC/PL, the District is interested in exploring early release/late start options to allow for 90 minutes per week of PLC/PL (75% of the weeks for PLC, 25% of the time for PL/staff meetings). FUSD desires to partner with FTA to co-design the PLC time and to re-bench PLC standards across the District to ensure best practices are being followed.

**Buy Back:**

- Agenda/topics co-designed with teachers specific to the needs of the site utilizing data and staff feedback.
- Site admin seeks input from teachers to inform development of agendas.

**Meeting Hours:**

- Topics co-designed with teachers/lead teachers

**Assignments:**

- If a teacher has moved grade levels in an elementary school in a current year, she/he shall not be asked to move

- There shall be a music teacher at every elementary site; each school shall have a designated classroom for its music teacher. Note: doesn't impact classroom ratio formula.
- There shall be a PE teacher at every elementary site. Note: doesn't impact classroom ratio formula.
- There shall be a social worker at every school site.
- Teacher-librarian at every school site, including elementary
- Two CSAs at all elementary sites to assist with students walking to and from school (Thomas parent ask)
- Full-time paras shall be available for every Elementary teacher who wants a para in her/his classroom
- Elementary teachers shall no longer be responsible for student supervision duties. The district will have paras, NTAs, admin, or parent volunteers assume these responsibilities starting in the 2023 school year

**Preparation, Workspace, and Curriculum:**

- Nurses and other non-teacher unit members shall receive prep-time daily.
- Designated school members shall receive 12 days of sick leave per year.
- Designated school teachers shall work a 7-hour duty day.
- All TSAs shall have a prep period and be able to leave their worksite after their 7<sup>th</sup> hour of work
- All unit members shall have a classroom dedicated exclusively for their individual use during their 8 hour work day, including prep. period.
- Elementary assessments shall be done on one platform.
- More project-based learning shall be part of the elementary curriculum starting in 2023; additionally, new elementary curriculum shall include VAPA and STEM

grade levels in the next academic school year, unless teacher gives their approval, where feasible based on increase/decreased staffing and student enrollment.

- When teachers change classrooms or school sites involuntarily after the start of the school year, they shall be granted 2 days of Sub leave to move if subs are available.
- The District will attempt to provide the Itinerant music schedule prior to the end of the school year
- The District will attempt to provide staffing and teaching assignments to elementary teachers by June 1<sup>st</sup> of each school year. Secondary teachers to receive content areas by the last day of the school year.

**Member Support:**

- District statutory right to release probationary employees shall not be limited.

**Staffing:**

- District must review capability for expanding staffing for music teachers for the 2023-24 school year as the block grants for music education were cut in the May Revise of the State Budget.
- Elementary teachers have a multiple subject degree to teach PE.
- Teacher librarian at comprehensive secondary sites, library media technicians at elementary sites.
- The District shall provide social workers as student need and budget permits, but this is negotiated with a separate labor unit.
- The District is increasing Campus Safety Assistants at elementary sites over the next three years, but this will be discussed with our other labor partners who represent the CSAs.

- Edgenuity shall be eliminated and replaced with traditional instruction

**School Culture:**

- District-association site administration survey (Harvard leadership survey) at EOY. Results released to district and FTA.
- Before district makes purchases for classrooms (i.e. Promethean Boards), the district shall get input from FTA/educators
- Staff appreciation & recognition at all sites: monthly staff luncheons to celebrate birthdays, career milestones, and other staff accomplishments, 100% funded by the district.

- District is considering the possibility of increasing the pay grades of paraeducators, but this is a different bargaining unit and will be negotiated with our separate labor partners.
- Elementary teachers shall be responsible for student supervision duties as required under the Ed. Code 44807 requirement, "Every teacher in the public school shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess."

**Preparation, Workspace, and Curriculum:**

- Nurses and other non-teacher unit members' prep time is built into their days as they are not instructing students all day
- Designated school members shall receive 10 days of sick leave per year.
- Designated school teachers are compensated 7.5 hour duty day.
- Elementary assessments shall be done on the District's available platforms which serve different purposes. All available platforms are available through the Clever application on student computers.
- The District encourages project-based learning for elementary curriculum; however, this is a best instructional practice and not a subject of negotiations. VAPA and STEM expansions are being considered post-May Revise.
- Edgenuity is an industry standard to meet student needs. However the Administrative Regulation on point is being reviewed.

**School Culture:**

- District-association site administration survey (Harvard leadership survey) at EOY. Results released to district and FTA.

	<ul style="list-style-type: none"> <li>• District will form an Educational Technology Advisory Committee to inform district ed tech initiatives and monitor implementation.</li> <li>• Strongly encourage staff appreciation and recognition at all sites, not bargainable but considered best practice.</li> </ul>														
<p style="text-align: center;"><b><u>Class Sizes</u></b></p> <p><b>Class Sizes:</b> Individual class sizes shall be capped for all classes, as follows:</p> <table border="0"> <tr><td>PreK</td><td>1:8</td></tr> <tr><td>TK-K</td><td>1:12</td></tr> <tr><td>1-3</td><td>1:22</td></tr> <tr><td>4-6</td><td>1:25</td></tr> <tr><td>7-8</td><td>1:25</td></tr> <tr><td>9-12</td><td>1:27</td></tr> <tr><td>Secondary Alternative Education</td><td>1:20</td></tr> </table> <p>ered the option to take their students to an</p> <p>going over the cap, teachers will be compensated ssroom is over the cap for more than 20 days.</p>	PreK	1:8	TK-K	1:12	1-3	1:22	4-6	1:25	7-8	1:25	9-12	1:27	Secondary Alternative Education	1:20	<p style="text-align: center;"><b><u>Class Sizes</u></b></p> <p>The District is reviewing current class sizes in light of anticipated ongoing declining enrollment. Reduction in class size impacts both facilities and staffing. The District is analyzing ability to reduce class size in light of the new information provided in the May Revise.</p>
PreK	1:8														
TK-K	1:12														
1-3	1:22														
4-6	1:25														
7-8	1:25														
9-12	1:27														
Secondary Alternative Education	1:20														
<p style="text-align: center;"><b><u>Early Learning</u></b></p> <p><b>Transitional Kindergarten:</b></p> <ul style="list-style-type: none"> <li>• TK teachers shall be compensated \$1500 per year for doing two DRDPs a year.</li> </ul> <p><b>Pre-Kindergarten:</b></p> <ul style="list-style-type: none"> <li>• Pre-K teachers shall be able to submit up to 10 hours per class per month for extra duty hours (20/month)</li> <li>• Language to clarify Article 4, 2.3... Each lesson is 3 hours of instruction and 1 hour of planning.             <ul style="list-style-type: none"> <li>○ Note: often PreK teachers use part of the hour for addressing the needs of parents &amp; students. As a result, we are advocating for the above, a total of 20 hours per month.</li> </ul> </li> </ul>	<p style="text-align: center;"><b><u>Early Learning</u></b></p> <p><b>Transitional Kindergarten:</b></p> <ul style="list-style-type: none"> <li>• TK teachers are required to complete two DRDPs a year as part of their job description.</li> </ul> <p><b>Pre-Kindergarten:</b></p> <ul style="list-style-type: none"> <li>• PreK teachers receive 6 hours for DRDP, 2 hours per PLCs and 2 hours per Early Stars. Additionally, principals have 5 extra hours per year for other school related functions.</li> <li>• The District will not circumvent or hinder its obligation to provide a free and appropriate public education for all students, including adjusting any caps on percentages of students in a co-</li> </ul>														



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| <ul style="list-style-type: none"><li>● Inclusion/co-teach classrooms shall have a maximum of 25% SPED students</li><li>● Early Learning teachers to automatically be emailed all IEPs at least 3 days before a student comes to the classroom</li><li>● Where possible, one session of inclusion and one session of GE only (AM/PM schedules)</li><li>● All Pre-K schedules shall be 8-11 and 11:30-2:30</li><li>● All paperwork, including but not limited to, ASQ, enrollment forms, medical forms/shot records, social services information family surveys, etc., shall be completed by the office staff or district headquarters prior to students entering a classroom</li><li>● 4.3 shall be changed to, "Such teachers will be afforded ALL previous service experience as a credentialed teacher"</li><li>● PreK teachers can continue using drdp's with a max of 15 measurements per student or teachers can use benchmarks to assess students, the teacher shall have the choice; no PreK teacher shall be required to do more than 2 drdp's or 2 benchmarks per school year</li><li>● PreK teachers have the option to attend PLC meetings or to not attend PLC meetings</li><li>● PreK teachers shall be moved to schedule A for determining their step and column on the salary schedule; as a result, Prek teachers work year shall match that of their schedule A colleagues, with the exception that 5 days shall be professional development and 175 days shall remain student stays</li><li>● EL classrooms shall receive \$2000 per classroom</li></ul> | <p>teaching class or adding contract language regarding automatic personnel on campuses due to number of students with IEPs/behavior plans without regard to those students' individual needs</p> <ul style="list-style-type: none"><li>● Teachers will be emailed all IEPs at least 3 days before a student comes to the classroom for students transferring programs within the District where emergency placement changes are not necessary.</li><li>● Having inclusion available in both AM and PM sessions provides increased access to the least restrictive environment for young children as required under the law.</li><li>● Part-day preschools follow the session hours of 8:00-11:00 am and 12:00-3:00 pm in order to ensure there is proper supervision for students, duty free lunches, and necessary prep. (See, Title 22 Section 101229 (a) The licensee shall provide care and supervision as necessary to meet the children's needs. (1) No child(ren) shall be left without the supervision of a teacher at any time, except as specified in Sections 101216.2(e)(1) and 101230(c)(1). Supervision shall include visual observation.)</li><li>● All required registration documents are completed prior to child enrollment in the classroom.</li><li>● Service requirements cannot be altered under Education Code section 45028's provision requiring uniformity.</li><li>● DRDPs were selected by the District to meet the legal measurement requirements. (See Ed. Code § 8203, 5 CCR 17702.)</li><li>● PreK teachers have the option to attend PLC meetings.</li><li>● Starting in the school year 2022-23, adult-to-child ratios for TK classrooms are 1 adult to 12 children. Contingent</li></ul> |
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	<p>on additional funding appropriated by the Legislature, this ratio may reduce to 1:10 starting in the school year 2023–24 set forth in <i>Education Code (EC)</i> section 48000(g).</p> <ul style="list-style-type: none"> <li>○ <b>Currently:</b> 17 out of 108 classrooms have a ratio of higher than 1:10.</li> <li>● District has an interest in increasing the \$500 per year for classroom materials and supplies to \$700 per classroom</li> </ul>
<p style="text-align: center;"><u><b>Nurses</b></u></p> <p><b>Staffing:</b></p> <ul style="list-style-type: none"> <li>● At least one certificated school nurse at each school site</li> <li>● At high schools, at least two certificated school nurses, with a third added to all sites with a student population of 2701 or more</li> <li>● Acuity: an additional nurse/s added to any school site based on student needs</li> <li>● Lead Nurses: 7 total, one per region</li> <li>● Float Team: 7 total, one per region</li> <li>● Substitute Nurses pool: at least one per region</li> <li>● Creation of new article in CBA that covers Substitute Registered Nurses pool, a Nurse Float Team, and a Nurses Screening Team</li> <li>● Nurses shall have a 7-hour duty day &amp; a prep period daily</li> <li>● All new school nurses shall be appointed a preceptor/mentor for a minimum of 1 year starting in her/his first year of employment to train, educate and support the new nurse</li> <li>● All nurses who serve as a preceptor/mentor shall receive a stipend of \$9,000 per year</li> <li>● The district shall provide &amp; distribute appropriate and adequate department policies to all school nurses on a yearly basis, by the second Monday of each school year</li> <li>● Professional learning classes for school nurses shall be provided and have relevant content for the nursing profession. School nurses shall work with the health services</li> </ul>	<p style="text-align: center;"><u><b>Nurses</b></u></p> <p><b>Staffing:</b></p> <ul style="list-style-type: none"> <li>● Adding 36 Credentialed School nurses over 4 years (9 each year to have 107 nurses.) Every site will have a health professional. Currently have 72.3 FTE</li> <li>● Nurse advisory team with LVNs given an extra pay contract for up to 40 hours of work per person in 2021-2022, with plans to continue for 2023-2024.</li> <li>● Budgeting for a District Float team of 8 Credentialed School Nurses, including LVNs, for the purpose to provide additional support and cover absences.</li> <li>● Nurses have an 8 hour duty day per CBA.</li> <li>● All new school nurses shall be appointed a preceptor/mentor for a minimum of 1 year starting in her/his first year of employment to train, educate and support the new nurse</li> <li>● All nurses who serve as a preceptor/mentor shall receive a stipend of \$500 per year</li> <li>● The district shall provide &amp; distribute appropriate and adequate department policies to all school nurses on a yearly basis, by the second Monday of each school year</li> <li>● Professional learning classes for school nurses shall be provided and have relevant content for the nursing profession.</li> </ul>

<p>director to develop the content and classes suited best for school nurses</p> <ul style="list-style-type: none"><li>• Each school site shall have a school nurse and at least one support staff (LVN/THECA) per school site</li><li>• Before a nurse is non-reelected, she/he will be afforded the opportunity to work at two sites with two different supervisors who shall make two different assessments of the nurse</li></ul>	<ul style="list-style-type: none"><li>• School nurses shall work with the health services director to develop the content and classes suited best for school nurses- A nurse educator has been hired</li></ul>
<p><b><u>Fresno Adult School/Alternative Education Summer School:</u></b></p> <ul style="list-style-type: none"><li>○ Summer Session needs to be better defined in the CBA as our current administration thinks that a two-week session is adequate to satisfy the CBA.<ul style="list-style-type: none"><li>• Proposed Remedy:<ul style="list-style-type: none"><li>• Define the number of days a "summer session" should last. Classes could be shorter but the session overall needs to be defined and can be no less than 50% of regular class scheduled hours, in both morning and afternoon.</li></ul></li></ul></li></ul> <p><b>Longevity Retirement Bonus:</b></p> <ul style="list-style-type: none"><li>○ Currently Adult Education teachers are the only bargaining unit in FUSD that does not receive a longevity retirement percentage.<ul style="list-style-type: none"><li>• Proposed Remedy:<ul style="list-style-type: none"><li>• Add the longevity bonus to the retirement of Adult Education Teachers retroactive to 2018-2019 school year.</li></ul></li></ul></li></ul> <p><b>Meeting and Record Keeping (TOPS) Pay:</b></p> <ul style="list-style-type: none"><li>○ Currently there is ambiguity surrounding meeting time especially for Part-Time</li></ul>	<p><b><u>Fresno Adult School/Alternative Education Summer School:</u></b></p> <ul style="list-style-type: none"><li>• Summer school at Fresno Adult School is offered all summer. With the exception of ASE &amp; ESL which is offered through June 30<sup>th</sup> because of data reporting requirements within the fiscal year.</li></ul> <p><b>Longevity Retirement Bonus:</b></p> <ul style="list-style-type: none"><li>• District interested in adding longevity to match teacher longevity, cost to be from across the board salary increase.</li></ul> <p><b>Meeting and Record Keeping (TOPS) Pay:</b></p> <ul style="list-style-type: none"><li>○ Maintain current CBA language.</li><li>• Hourly teachers will continue to follow the current guidelines of the CBA (paid for meetings after the 4<sup>th</sup> hour.</li><li>• School site will continue to open advertise for 3<sup>rd</sup> period classes and will open as there are student enrollment demands</li><li>• All meetings are held on Friday's, and no one is working a split.</li><li>• All meetings are memorialized in TEAMS</li></ul> <p><b>Schedule Stability:</b></p>

**Employees.**

- Administration has stated that "prep" time is to be used for record keeping, which is not an adequate amount of time and a violation of the CBA.
- As an example, Clovis Adult school pays a flat 4 hours to both full time and part time teachers. If there are not meetings scheduled their teachers still get the 4 hours. In our case that represents approximately \$2000.00 per year of work time that we are not been paid for.
- Clovis does not hold any meetings during times when Tops data entry is busy, and those 4 paid hours are used for data requirements.
- Currently, meetings are sometimes scheduled the same day they are held making it difficult for Part-Time employees to attend.
- Meetings are held simultaneously, and some teachers are in split program.
- Meetings do not have minutes, or sometimes even agendas.
  - Proposed Remedy:
    - Pay 4 hours of per diem pay for meetings and data entry to all certificated employees.
    - For the purposes of this section "Scheduled meetings" means that there is at least 48 hours' notice prior to the meeting, the meeting invitation includes an agenda, the meeting is clearly categorized as mandatory or voluntary, meeting recordings or minutes are made available after the meeting, and that there is a virtual option for attendance/participation.
    - All scheduled meetings, professional development, staff meetings, or department meetings will have participation recorded and made available to any unit member that would like

- School handbook will be updated to provide the dates that courses will be closed should enrollment not be at 15 students.
- During the academic school year (after two weeks) courses will remain open until the end of the grading period.
- School Staff handbook will indicate teacher schedules

**Split Schedules, Work Site:**

- Split Schedules will continue as the current language in the CBA reads in order to best serve student needs. Additionally, the District is not subject to any split schedule penalty under the labor code or wage order provisions.
- District reimburses teachers mileage for drive between worksites.

**Staffing:**

- The District has reduced days without effecting pay for Adult School educators twice
- The District does not require Administrators to obtain additional credentials.
- We will continue to align position postings and hiring practices with our current Human Resources practices and procedures.
- All Alternative Education sites aside from Adult School/ ATP use the SARB process

to review the participation roll for any meetings.

- If a meeting fails to meet the "scheduled" criteria it shall be considered optional and compensated at the teachers per diem rate if attended.

**Schedule Stability:**

- Students need a consistent schedule and teachers need to know if they can feed their families.
  - Proposed Remedy
    - We propose a framework whereby classes cannot be closed/collapsed/combined without notice.
    - When classes are closed, or schedule changes occur, Part-time employees cannot have their hours cut without at least 6 weeks prior notice. This provision would include regular additional hours as well.

**Split Schedules, Work Site:**

- Since schedules can have negative impacts on families, it is vital that this issue be fixed.
  - Proposed Remedy
    - If a split shift exceeds 1 hour including lunches between classes the teacher shall be compensated an additional 1.5 hours per diem rate, per split, per day, or the unit member can be given Fridays off in lieu of the 1.5 hours Monday-Thursday compensation.
    - If an employee is given a multi-site assignment an even monthly rate will be established based on the predictable number of miles per month, including weekly trips to the main campus. Such rates shall be established by multiplying the monthly mileage totals by

the agreed upon mileage rate. Establishment of this rate is for the purpose of reducing the necessity to track, record, and submit mileage reports.

- Effort shall be made by the District to provide that the assignments of bargaining unit members shall fill a continuous block of time during each day.

**Staffing:**

- Currently the state average for teaching vs non-teaching payroll in adult education is 60% teaching salary, vs 40% Classified+Administration. Currently Fresno Adult School is at 41% teaching salary vs 59% Classified+Administration.
- Historically the district has utilized limited Adult education funding to provide district office space, and to backfill already funded K-12 priorities. —these actions continue the marginalization of an already marginalized adult ed student population.
- In order to ensure fidelity to the core mission of adult education we need to ensure that State funded CAEP resources are actually spent doing the business of adult education.
  - Proposed Remedy
    - The District shall provide adequate and appropriate instructional staffing levels consistent with state averages. Instructional Teaching payroll as a percentage of total payroll shall not fall below 55% of total payroll percentage in any projected/proposed budget. Teachers on special assignment or teachers without assigned individual classroom duties shall not be counted as instructional for the purpose of this provision. If teachers are team teaching or have significant duties outside of direct instruction as a part of

their workday they shall also not be counted as instructional for the purpose of this provision. Classified employees shall not be included in the 55% minimum payroll mandate.

- A core of full-time teachers is vital to the mission of the adult school as a community resource. Full-time certificated salary and compensation shall not fall below 35% of the total allotment of CAEP funding.
- All administrative hires will have as a requirement to work at the adult school a supervisory adult education credential- This credential is based on coursework specific to adult education.
- All existing adult education administrators will be given until the 2024-2025 school year to obtain their adult supervisory credential.
- The adult school shall have Specific administrative job descriptions not available outside of adult ed that include as their requirements Adult education supervisory credentials.
- All instructor positions full and part time shall be posted and publicized.
- All teaching positions shall have an interview conducted to existing district standards.

The district shall create a para pipeline to recruit & train our own para's

All Alternative Education will use SARB (Student Attendance Review Board) effective in the 2023-24 school year



<u>Students</u>	<u>Students</u>
<p><b>Academic:</b></p> <ul style="list-style-type: none"> <li>● At least one Reading Specialist hired at all elementary school sites (<b>\$12.2 million</b>)</li> <li>● Class sizes capped at 1:18 at our elementary schools with lowest performing students (at least 10 sites) (<b>\$4 million</b>)</li> <li>● Mandatory, free tutoring for all students at secondary who have Cs, Ds &amp; Fs (<b>\$2 million</b>)</li> <li>● Implementation of Chess and other educationally based enrichment programs at all school sites (<b>\$2.1 million</b>)</li> <li>● District provided extension/transition programs &amp; services for all students who “age out” of foster care services; programs provided through Fresno Adult School (<b>\$2 million</b>)</li> <li>● District partner with FPU to provide paid Masters in Literacy classes for 20 teachers per year (<b>\$600,000</b>)</li> <li>● Dual enrollment expansion: district partners with Fresno State to provide paid Master’s Degree that would make teachers eligible to teach Dual Enrollment classes; 30 teachers (<b>\$450,000</b>)</li> <li>● District set-aside \$1 million annually for students to do college tours, with an emphasis on underserved students visiting HBCUs and other institutions who support culturally disadvantage students (<b>\$1 million</b>)</li> <li>● Increased small group instruction by increasing number of paraprofessional support staff to create more flexibility around instruction time</li> <li>● All elementary schools should offer high quality tutoring programs focused on foundational literacy skills, K-3</li> <li>● Creation of Freshmen Success Teams at all high schools; implement strategies for increasing the percentage of students who are on track to graduate; course performance, including credit recovery, disengagement; and goal setting with</li> </ul>	<p><b>Academic:</b></p> <ul style="list-style-type: none"> <li>● For '22-'23, FUSD hired 65 Academic Coaches to support our elementary schools with both literacy and mathematics</li> <li>● For '23-'24 19 Elementary sites will receive an additional grant funded for adding literacy/reading specialist and/or building out literacy programs on those sites.</li> <li>● For '22-'24, FUSD created an early learning literacy task force in support of improving early literacy at all of our elementaries</li> <li>● For '23-'24, FUSD has partnered with ReadingCorps to provide literacy to our students</li> <li>● All school sites have tutoring opportunities built into their budgets (Teachers may have the opportunity to tutor after school)</li> <li>● Access to TUTOR.COM from 2PM - 11PM is currently provided to all students in FUSD</li> <li>● We offer Interact Fellows for all EL students grades 4-6</li> <li>● High School offers EL New Comers Interact Fellows tutoring supports</li> <li>● Men’s and Women’s Alliance – elective available at all middle and high schools and at Cambridge, Duncan, JE Young and Phoenix</li> <li>● CTE STEM PK-6 Kids Invent!</li> <li>● Moreno Institute – after school programs - \$4.2 million – 162 support professionals – 50 or so schools</li> <li>● FUSD offers an extensive list of enrichment programs during our Winter and Summer programs</li> <li>● All students have access to after school programs at their school of enrollment for 22-23.</li> <li>● Elementary</li> </ul>



continuous communication and follow-up;  
smaller class sizes for all 9th grades  
classrooms

- ATS (Alternatives To Suspension) established at all Middle Schools by 2024-25 school year (help to improve student discipline; hire a trained & experienced behavioral specialist at each school site)
- Full-time staff person at each high school dedicated to helping students research and apply for college scholarships

### Students

#### **Social/Emotional Supports & Safety:**

- District set aside \$1 million annually for clothes & school supplies for students who need them (**\$1 million**)
- District create food pantry in each region by 2025; \$250,000 per region (deodorant, feminine hygiene products, shampoo & conditioner, and soap included) (**\$1.75 million**)
- Free universal after school programs. (**\$5 Million**)
- Address student homelessness (**\$20 million...most one time**)
- Open high school parking lots to homeless families to park their car. Provide paid security. (**\$500,000**)
- District provide free laundry service by 2026 (charge non-students a fee) (**\$1 million**)
- District provide free wellness programs to students and parents (yoga, meditation, low impact exercise); programs could be done at school sites outdoors or in gyms on weekends) (**\$1 million**)
- District open all school sites as parks on weekends during non-sporting events (**\$500,000**)
- Nutritional school meals/lunches
- 24-hour mental health services provided on-site or via app
- Emotional support/mental health services for parents (Thomas parent)

- ASES – After School Education & Safety Program Sites -
  - 31 run by the District
  - 38 run by FCSS
  - ASP – After School Program – 9 sites
  - ASE – After School Expansion – until 6:00 – at 29 sites.
- Middle Schools
  - ASES
- High Schools
  - ASSets
  - After school programs – Fiscal Agent Change- \$13.1 million contract with FCOE to provide after school programs – details needed – 39 sites
- Men's and Women's Alliance – elective available at all middle and high schools and at Cambridge, Duncan, JE Young and Phoenix
- 5 additional Elementary music teachers to expand music to all Kindergarten and 1st grade at all schools and K-6 music programs at all elementary sites.
- RFQ for Extended Learning Enrichment Activities – [DETAILS]
- School-based day-to-day mentoring services – 4,000 students - Another Level Training Academy, Bridge Project Fresno, Every Neighborhood Partnership, Hand in Hand Enrichment Services, HandsOn Central California, StudentNest, Inc., United for the Future/Engineered to Make a Difference – at over 70 sites – 130 mentoring programs
- Adventure Education Solutions – 19 days 8 hours per day – 1,500 students – summer activities
- Our FUSD ERC department offers transition support for students who have aged out
- School-based day-to-day mentoring services – 4,000 students - Another Level Training Academy, Bridge

- Additional traffic safety, like speed bumps & lighted crossing signals, at all schools with heavy traffic (Thomas parent)
- Expanded cultural awareness lessons in all schools starting in PreK (Cammie Southern)
- Additional NTAs (noon time assistants) at all schools who need them (McLane Community Mtg)
- Appropriate changing tables (for diapering) at all school sites who need them
- Full-time Campus Assistants (CAs) at all elementary schools (McLane Community mtg)
- Proficient writing programs and better foundational skills at all elementary schools (McLane Community mtg)
- Monthly school site meetings hosted by site admin to hear from parents (McLane Community mtg)
- Bus transportation for SPED students (McLane Community mtg)
- More bilingual support for students and parents at school sites (McLane Community mtg)
- More field trips and real-world experiences for all students (McLane Community mtg)
- More school site social activities for students (celebrations, incentives) to boost student morale (McLane)

Project Fresno, Every Neighborhood Partnership, Hand in Hand Enrichment Services, HandsOn Central California, StudentNest, Inc., United for the Future/Engineered to Make a Difference – at over 70 sites – 130 mentoring programs

- 15 counselors for post secondary support
- FUSD pays for teachers wanting to get a reading specialist certificate
- FUSD take as many teachers that apply (unlimited up until funds are exhausted) to provide Masters Degree in any Core Subject
- FUSD provides teachers through hiring process
- All high school students in FUSD are given opportunities to visit colleges and universities
- All HBCU students are provided annual opportunities
- All FUSD are provided resources and supports in building small group instruction/tiered systems of academic support
- Early Learning and our Special Education departments have increased the ratios of classified classroom supports
- FUSD spent over \$4 million to provide additional support staff to support teachers with small group instruction/intervention
- All school sites have tutoring opportunities built into their budgets (Teachers may have the opportunity to tutor after school)
- Access to TUTOR.COM from 2PM - 11PM is currently provided to all students in FUSD
- We offer Interact Fellows for all EL students grades 4-6
- High School offers EL New Comers Interact Fellows tutoring supports

- Men's and Women's Alliance – elective available at all middle and high schools and at Cambridge, Duncan, JE Young and Phoenix
  
- Middle and High School Redesign – 63 additional teachers above baseline to reduce class size– additional counselors at each high school. PLUS teachers. Middle School class sizes are 22-26 in ELA and Math.
- A phased in approach of BTSC (Break Through Success Collaborative) has started at all High Schools
- High Schools received an additional Vice Principal to support all students being career and college ready
- Comprehensive Middle Schools have a transition teacher for Alternative to Suspension
- All Middle School is equipped with a Tier 2 Specialist to manage systems of support
- FUSD initiated a Behavior Matrix guide and Discipline Guidelines in support of Alternatives to Suspension
- 10 RCAs – Mental health – social/emotional added for '22-'23
- 15 Regional Instruction Managers ("RIMs") 22-23
- 47 CWAS – to expand tier II to all K-6 and Middle 22-23
- 40 Tier II site-based "Targeted Support Teams"
- Expansion of Culture and Climate teachers at all middle schools
- Project Hope through FCOE
- Each High School have at least 15 counselors in support of students researching and applying for college scholarships.

### Community Schools

- District investment in Community Schools regardless of grant award or not. We are committed to building sustainable community schools that is part of our budgeting process. 5 schools identified for 2022-23, will identify the next round of schools for 2023-24, and continue. The goal is to build a "Community School" mindset for all schools.

### Social/Emotional Supports & Safety:

- Survey is in progress for all sites to determine what currently exists and the need regarding clothes & school supplies. Additionally the District has community partnerships with DPI Project Access vouchers, Walmart, FASTA, Coats for Kids drives and city/county partners.
- Survey is in progress for all sites to determine what currently exists and the need regarding food and supplies pantries. Additionally the District has community partnerships with DPI Project Access vouchers and city/county partners.
- Elementary after school programs
  - ASES – After School Education & Safety Program Sites –
  - 31 run by the District
  - 38 run by FCSS
  - ASP – After School Program – 9 sites
  - ASE – After School Expansion – until 6:00 – at 29 sites.
- Middle Schools after school programs
  - ASES
- High Schools after school programs
  - ASSets
  - After school programs – Fiscal Agent Change- \$13.1 million

contract with FCOE to provide after school programs – details needed – 39 sites

- Moreno Institute – after school programs - \$4.2 million – 162 support professionals – 50 or so schools
- FUSD offers an extensive list of enrichment programs during our Winter and Summer programs
- All students have access to after school programs at their school of enrollment for 22-23.
  
- FUSD offers 10FTE social workers to support foster youth
- FUSD partners with the City of Fresno, Majorie Mason Center, Fresno Housing Authority, Live Again Fresno, Fresno Rescue Mission, Rescue the Children, Poverello House, Central California Legal Services, and other city/county/community partners in support of providing our homeless families a wrap-around services (Currently 0.4% of our FUSD population)
- All middle schools have both washer and dryer. Additionally, sites requesting washer and dryers receive these necessities.
- Adult School provides dance classes/Community Education Fitness Health and Wellness and other wellness courses for the community
- Increasing school allocations for athletics
- Parent University – family engagement hours at 84 sites
- Extending library staff hours to 8 hour positions
- All students are entitled to free breakfast and lunch and the District is working on improving these options
- FUSD provides a Crisis Response Team to support students with mental health services

- All comprehensive sites have received a full time psychologists as of '22-'23
- FUSD is adding 6 school psychologists – mental health- social emotional at schools
- R.E.A.L. Collaborative
- Safe Routes to Schools assessment with recommendations for implementation
- FUSD has allocated funds to pilot a Safe Route to School assessment at 15 sites (a mix of elementary, middle, and high schools). District has finalized the RFP process and have identified an organization to do the work. The contract goes to the board in June.
- All FUSD core curriculum houses cultural awareness as part of their stories
- CIPL provides monthly cultural awareness lessons
- FUSD changed the staffing parameters this year for NTA's increasing NTA's to 3 NTA for every 100 students
- Appropriate changing tables (for diapering) at all school sites who need them
- A strategic plan will be developed and implemented to address overall safety of the district.
- Increases in Campus Safety Assistants for all elementary and added CSAs to high schools.
- District to provide learning seminars for students regarding the dangers of vaping
- Added cameras at 37 elementary sites
- Through a two-year phased-in approach, Safety proposed budget will fund an 8-hour campus safety assistant at each elementary site. District is adding three CAs to comprehensive high schools in a phased-in approach.
- FUSD currently uses Springboard and

	<p>Wonders that incorporates both the writing program instruction (Guided with a teacher's guide) along with foundational skills (for Elementary)</p> <ul style="list-style-type: none"><li>● Schools also have the opportunity to incorporate further supplemental writing and foundational skills curriculum<ul style="list-style-type: none"><li>○ WriteTools program used by many sites (Additional to their Core offerings)</li><li>○ Orton Gillingham is offered by FUSD for sites as additional support for early literacy</li></ul></li><li>● All schools provide monthly parent invited meetings on their site</li><li>● All sites hold additional parent invited events throughout the year</li><li>● High School and Adult School students have access to free monthly FAX passes</li><li>● The District provides Contract with outside vendor- First Student for special education students</li><li>● FUSD hired 77 additional 8-hour Spanish speaking Home-School Liaisons at K-6 and Middle in '22-'23</li><li>● TSAs to provide support to EL students and site support so every teacher is a teacher of EL students</li><li>● Dual Language Immersion – add grade levels at Burroughs, Calwa, Centennial, Herrera, Hidalgo, Jackson, Lane, Roeding, Rowell, Sunset, Wawona, Winchell, Balderas and Vang Pao</li><li>● Add new sites in each region that currently only have one DLI</li><li>● Expand DLI after school programs</li><li>● Bilingual pipeline opportunities</li><li>● PK-12 Spanish Pathway</li><li>● PK-12 Hmong Pathway</li><li>● World Language Offerings</li><li>● FUSD provides field trips and real world experiences for all students annually</li></ul>
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	<ul style="list-style-type: none"><li>● FUSD has increased real-world experiences over 300% in the past 5 years for students during the year and the extended year</li><li>● Linked Learning, ROP and CTE Pathways – includes work-based learning experiences 76,706 in 21-22 to 90,509 as of March 2023. Increased CTE enrollment from 11059 to 11969. Partners involved in creating and offering opportunities included: Fresno State, Fresno City, Fresno Pacific, Reedley College, New Vision Aviation, Anthem, National Alliance on Mental Illness (NAMI), WorkEd, Smallify, FBI, Facebook, Cisco, and Amazon.</li><li>● Internship courses for seniors began in the 2022-23 school year at four high schools: Bullard, Fresno, McLane and Roosevelt high schools.</li><li>● All schools have awards assemblies, celebrations and events for both students, staff and community</li><li>● All schools provide celebration events throughout the year (Thanksgiving, Halloween, Christmas, Easter, etc..)</li></ul>
<p style="text-align: center;"><b><u>Professional Trades</u></b></p> <ul style="list-style-type: none"><li>● Longevity matches educators by the 2024-25 school year.</li><li>● Additional day of vacation time added in the 2024-25 and one more day added in the 2025-26 school year.</li><li>● Paid career ladder developed for all trades that creates career advancement opportunities.</li><li>● Hire additional trades professional, create a ratio system (maybe based on square footage).</li><li>● Hire an inspector from each trades classification to work with contractors.</li><li>● The district shall leave green sheets open until a position is filled &amp; keep all extra applicants on call for future openings.</li></ul>	<p style="text-align: center;"><b><u>Professional Trades</u></b></p> <p>District will bargain through the negotiations process with this separately represented unit.</p>

<p style="text-align: center;"><u>Evaluations</u></p> <p><b>Evaluation Redesign:</b></p> <ul style="list-style-type: none"><li>• The evaluation process will be redesigned as a professional growth model.<ul style="list-style-type: none"><li>◦ Evaluations shall only be used for growth and development of unit members, and shall not be punitive</li></ul></li><li>• Teacher evaluators shall be proficient in the content area of the teacher they are evaluating</li><li>• Teachers being evaluated shall be provided a sub release day at least 72 hours prior to each formative evaluation</li></ul> <p>Potential Language Change: The joint panel established in 5.6, shall review, with agreement from the teacher being evaluated, any evaluation that is punitive, resulting in the teacher being recommended for termination. The joint panel shall complete at least two (2) formal observations of the teacher prior to a final decision being made regarding the teacher's employment status recommendation. The joint panel shall each have one vote, with the majority decision of the panel being final. The joint panel shall consist of seven members, three each from FTA and FUSD, with the seventh slot rotating from FTA and FUSD every year. After six years, we will determine if the majority vote of either FTA or FUSD has significant impact on the decision to keep or terminate teachers.</p> <p>3.2 shall be modified as follows: The criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice, <del>student learning, 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 18 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.</del></p>	<p style="text-align: center;"><u>Evaluations</u></p> <p>The language and process in the Evaluations Article was revised and negotiated in 2019 through collaboration, codesign and interest based bargaining with FTA. The District is interested in maintaining the language of this article.</p> <p>The District is interested in adding language that includes evidence of student achievement as outlined in the CSTPs in particular CSTP 5.</p>

3.3 shall be modified as follows: Assessment shall be based on reflection, observation, documentation, and conference in relation to measuring the effectiveness of professional practice. ~~and growth in student learning.~~

4.2 shall be modified as follows: By the end of the sixth (6th) week of the school work year, each ~~evaluator~~ ~~evaluator~~ shall be responsible for preparing a written Evaluation Plan containing specific performance goals and objectives and identifying standards to be achieved for improving professional practice and optimizing student academic growth for each ~~evaluator~~.

4.2.1 shall be modified as follows: The ~~evaluator~~ ~~evaluator~~ shall present the Evaluation Plan to his/her ~~evaluator~~ ~~evaluator~~ in a preliminary evaluation conference. ~~The evaluator may propose and/or require additional goals, objectives and standards for each evaluatee in accordance with the evaluatee's position and assignment~~

4.2.3 shall be modified as follows: The Evaluation Plan, as developed by the ~~evaluator~~ ~~evaluator~~ shall be congruent to the CSTP and the CSTP Continuum. Mitigating factors should also be considered in this process.

4.2.4 shall be modified as follows: The Evaluation Plan shall include identification of at least one standard of the CSTP; ~~at least one of the evaluatee's goals and objectives for the purpose of professional growth; and the evaluatee's goals and objectives for the progress of students towards established standards of expected student achievement based on the Criteria for Evaluation in 3.0 above. (NOTE: This is distinct from the purpose of the evaluation form, which focuses on all six standards.)~~

5.1 shall be modified as follows: An observation shall include one or more of the following components: individual employee goals and objectives; individual school/department goals and objectives; and/or District goals and objectives. ~~; as they align to the state standards and shall be based on performance assessment~~

<p><del>criteria, including, but not limited to, multi-faceted evidence of teaching practices, student learning and teacher effectiveness with respect to measuring and optimizing the progress of students towards established standards of expected pupil achievement.</del></p> <p>5.4 shall be modified as follows: The unit member's evaluator shall make constructive suggestions for correction of any cited areas rated as "not meeting standards," and provide reasonable assistance and support as determined appropriate by the evaluator and <del>evaluator</del>. Such assistance and support may include one or more of the following:</p> <p>6.1.2 shall be modified as follows: Request structured administrative intervention and support which shall include identification of the specific professional practices <del>and/or growth in student learning</del> that do not meet standards, <del>and the specific support the administration will offer to the teacher towards achieving a proficient level of practice, , and/or growth in student learning and the timeline for the teacher to accomplish the improvement;</del> and/or</p> <p>6.2 shall be modified as follows: The summative evaluation shall be submitted at least <del>thirty (30)</del> 60 days (60) calendar days prior to the end of the unit member's school year. Prior to the end of the unit member's school year, a meeting shall be scheduled by the evaluator with the unit member to discuss the evaluation, unless the unit member is unable to attend due to a leave of absence.</p>	
<p style="text-align: center;"><b><u>Clinical Social Workers</u></b></p> <ul style="list-style-type: none"><li>• The district shall provide Compu Claim to CSSW unit members as a database to keep certain documents confidential</li><li>• All CSSW unit members shall no longer have a management title</li><li>• After Social Workers obtain their licensure (LCSW), they shall receive the same yearly stipend as unit members who are on BA+90</li><li>• There shall be at least one social worker at every school site by the 2023 school year</li></ul>	<p style="text-align: center;"><b><u>Clinical Social Workers</u></b></p> <p>District will bargain through the negotiations process with this separately represented unit.</p>

Miscellaneous

- Pilot a 4-day school week at multiple school sites starting in the 2024-25 school year.
  - FTÁ and FUSD to design a 4-day school week pilot that includes equal number of instructional minutes.
- Stipend for student-teachers.
- Update contract language for CTE, Vocational Education, and associated areas in all articles of CBA to address salary.
- Develop a music teacher substitute pool system.

Miscellaneous

- A 4-day school week is disruptive to the parents, community and is not aligned with an adult work schedule outside of education. This will extend the school year and day.
- Student teachers earn college units which apply to their salary schedule when hired by Fresno Unified School District. Additionally, the TRP Program provides stipend with 5 year agreement
- The District is interested in developing a music teacher substitute pool system.

Addendum 1

**For Center-Based Specialized Programs RATA High School and Adult Transition Program:**

**A Center-Based Specialized high school and Adult Transition Program that serves students grades 9 – Age 22 and have a combination of profound cognitive deficits, physical disabilities and complex medical needs that cannot be served on a comprehensive campus.**

**Definition of ADDICOTT PreK- 8th grade Program:**

**A Center-Based Specialized Elementary and Middle School that serves students grades PreK- 8<sup>th</sup> grade and have a combination of profound cognitive deficits, physical disabilities and complex medical needs that cannot be served on a comprehensive campus.**

**Classroom Size and Guidelines:**

**Center-Based Specialized Programs PreK – Age 22 shall have:**

- 1 Moderate Severe FTE per classroom

Addendum 1

**The District provided a comprehensive response to these interests above regarding staffing at centered based sites.**

**Any financial additions to this section must reduce the annual salary increase. This is also subject to the fiscal impact of the Governor's May budget revision.**

<ul style="list-style-type: none"> <li>• (4) (G-30 positions) 8-hour paraeducators per classroom</li> <li>• A max of 4 students in classroom</li> <li>• 1 FTE OI</li> <li>• 1 FTE PT</li> <li>• 1 FTE OT</li> <li>• 1 FTE SLP</li> <li>• 1 FTE APE</li> <li>• 1 FTE Elective (High School only)</li> </ul> <p>All secondary teachers (including SPED) shall receive a yearly STRS- able and Pers-able stipend of \$7500 per year for teaching, planning, and preparation of 3 or more preps (sections)</p>	
<p style="text-align: center;"><u>Addendum 2</u></p> <p>Each elementary school shall have a full-time staff person dedicated to ELD (called an English Language Development Specialist)</p> <p>All elementary schools shall have music and or arts performances at least once per school year; all grade levels shall participate</p> <p>Additional field trip options shall be available for all elementary school sites</p> <p>Parent-Teacher clubs shall be encouraged at all elementary school sites</p> <p>Phoenix elementary teachers shall receive a 10% challenging assignment pay increase</p> <p>FUSD shall participate in the Reduced Workload Program with CalSTRS – this program allows teachers who are at the end of their careers to work part-time while contributing to STRS as if they were full-time.</p> <p>Redefine the definition of a Workday: Unit members shall have a workday of <b>7.5 hours (450 minutes)</b> in which to perform their on- site and off-site</p>	<p style="text-align: center;"><u>Addendum 2</u></p> <p>Teachers have certification in ELD and are tasked with providing these services as part of their regular job duties.</p> <p>The District is reviewing VAPA positions after the changes in the May Revise.</p> <p>Staffing needs are determined by the District regarding the need for part time teachers.</p> <p>Unit members (Nurses) are required to be on campus for the entire work day which is 8 hours. Designated school teachers are paid for an 8.5 hour work day. All other teachers are paid for an 8 hour work day. A change to decrease the work day will be a decrease in salary.</p> <p>GATE/Gifted courses are instructional practices to meet the needs of some students which will be dictated by student need and staffing availability.</p> <p>District is interested in updating language for CTE to be consistent with current terminology.</p> <p>Any financial additions to this section must</p>

<p>professional responsibilities.</p> <ul style="list-style-type: none"><li>-no reduction in pay</li><li>-meeting hours eliminated or reduced to match this change</li></ul> <p>All sites shall have gate/gifted classes offered for students.</p> <p>Edgenuity shall no longer be offered</p> <p>Nurses shall receive a stipend for having a national certification in nursing that matches teachers.</p> <p>We have an interest to add a challenging assignment incentive to the pay structure for members, and specific criteria that automatically triggers the addition of the incentive to salary.</p> <p>We have an interest to update language within CBA to be accurate with regard to Career and Technical Education credentials. (Example: Replacing the term "Vocational Education" with current terminology).</p> <p>We have an interest to improve and clarify language for salary placement in all categories; with specific interest in salary placement of teachers that possess more than one credential type (ie: A teacher holding both a CTE and Single Subject credential)</p>	<p>reduce the annual salary increase. This is also subject to the fiscal impact of the Governor's May budget revision.</p> <p>All other interests are outlined in the comprehensive response.</p>
<p style="text-align: center;"><b><u>Addendum 3</u></b></p> <p>Phoenix secondary teachers shall receive a 10% challenging assignment pay increase.</p> <p>Phoenix secondary teachers shall have class size caps of 8 students.</p> <p>Educators identified by FUSD and FTA as working in challenging assignments shall receive a 10% pay increase.</p> <p>Kindergarten teachers shall receive a minimum of a</p>	<p style="text-align: center;"><b><u>Addendum 3</u></b></p> <p>Kindergarten teachers are required to provide supervision during recess as required under the Education Code.</p> <p>The District provided a comprehensive response to the interests regarding staffing above.</p> <p>The District provided a comprehensive response to these interests above regarding stipends above.</p>



<p>15-minute recess break every workday.</p> <p>High schools with mild-mod and mod-severe special ed programs will have 2 dept. chairs.</p> <p>Language clarifying that the SPED stipend is ONLY for recruitment &amp; retention.</p> <p>Creating one column/class for all salary schedules in the CBA</p> <p>CDC/Child Development Centers (i.e. Lori Ann and Heaton) teachers shall have class size caps of 5 students, expedited assessments/ evaluations for certain students, a reduction in class time, the option to have students eat in classrooms, and the elimination of Early Stars.</p> <p>TK teachers shall receive an extra stipend (\$3000) for holding 24 units in Early Childhood or Child development OR if they are recognized by the state as qualified to teach TK (i.e. the grandfathering process); and class sizes shall be (modified from our November 18, 2022 Interest document):</p> <p>TK 1:10 K 1:12</p> <p><b>Phoenix Elementary school teachers have an interest in providing additional student supports in the following way:</b></p> <p><b>Intensive Student Support Team</b></p> <ul style="list-style-type: none"><li>• Social Worker (1)</li><li>• Psychologist (1)</li><li>• BIS (1)</li><li>• TSA (1)</li></ul> <p><b>System:</b> The process of Intensive Student Support Team:</p> <p>Students who are causing obstruction in the classroom and are not allowing instruction</p>	<p>The District is interested in exploring an update to the discipline matrix. However, these procedures are not subject to bargaining.</p> <p>FUSD will aim to provide ELA/Math Scope and Sequence resources in English, Spanish, Hmong at the same time they are provided to non-DI teachers</p> <p>The District will aim to provide Spanish/Hmong DI curriculum and rich literature books for each grade level in all DI classrooms.</p> <p>The District will provide DI schools resources to provide culturally appropriate school wide assemblies for DLI students.</p> <p>When feasible and where there are two teachers of the same grade level, DI teachers shall have the same PLC time to plan with their DI grade level colleagues equitable to planning time non DLI teachers are provided.</p> <p>When feasible and appropriate, Formative, Quarterly Benchmark, Summative Assessments, Digital adaptive assessments will be aligned between Spanish/DI Assessments and EO Assessments e.g. I-Ready, FSAs.</p> <p>When feasible and appropriate, data comparisons shall be available and aligned between Spanish/DI assessments &amp; EO Assessments as soon as they are available for non-DI</p>
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to continue for other students will be sent to (De-escalation) with blue referral form from the teacher. Depending on the severity of the misbehavior student will either go to (room A) for de-escalation purpose of safety for self and others, or (room B) for de-escalation and social emotional support (coping strategies). The time spent in de-escalation should not exceed a class period in block schedule. If issue has not been resolved in a timely manner further interventions should be schedule with an SST or district wide disciplinary consequence.

The sole purpose of the Intensive Student Support Team is to provide immediate support to students in getting to the root cause of the misbehavior. The ISS team will support their counter parts and document behavior and interventions on ATLAS as well as follow up with parents or out of district agencies.

#### **For Dual immersion**

#### **CURRICULUM, INSTRUCTION & PROFESSIONAL LEARNING**

If DI materials are not translated into Spanish/Hmong and DI teachers are asked to translate the materials. DI teachers shall be compensated at their per diem rate of pay and shall receive substitute classroom coverage during the school year.

DI schools shall each have equitable digital adaptive resources in ELA/Math in the instructional target language at the same they are provided to non-DI teachers.

DI school sites shall all receive the FUSD ELA/Math Scope and Sequence

teachers, Special consideration for the Hmong program as these assessments are still being created.

Core Assessments and student testing materials shall be in the language they are learning in & curriculum shall match the language students will be tested on.

When feasible, each DI teacher administering the Benchmark Assessment System will have their own assessment kit.

Report cards have changed in structure across the board and shall follow the District policy on report cards.

DI teachers are evaluated on their instructional strategies, like all teachers.

Along with standard District PL, specific PL for dual immersion will be provided.

District has a BCLAD pipeline through teacher development.

Any financial additions to this section must reduce the annual salary increase. This is also subject to the fiscal impact of the Governor's May budget revision.

resources in English, Spanish, Hmong at the same time they are provided to non-DI teachers before a new one is adopted Districtwide.

The District will provide Spanish/Hmong DI curriculum and rich literature books for each grade level in all DI classrooms.

The District will provide DI schools resources to provide culturally appropriate schoolwide assemblies for DLI students.

### **PROFESSIONAL LEARNING COMMUNITIES PLC's**

DI teachers shall have the same PLC time to plan with their DI grade level colleagues equitable to planning time non DLI teachers are provided.

DI schools will provide all Teachers a minimum of 1 full day of planning time with substitute release time per Quarter to plan Spanish/Hmong lessons.

### **ASSESSMENTS**

DI teachers, English, Spanish, Hmong Language Administrators, TSA's & FTA leaders shall be involved in all curricula, instructional, and professional learning meetings and decisions prior to implementation. This inclusion shall not negatively impact the timeline for implementation.

Formative, Quarterly Benchmark, Summative Assessments, Digital adaptive assessments will be aligned between Spanish/DI Assessments and EO Assessments e.g. I-Ready, FSAs.

Data comparisons shall be available and aligned between Spanish/DI assessments

& EO Assessments as soon as they are available for non-DI teachers,

Core Assessments and student testing materials shall be in the language they are learning in & curriculum shall match the language students will be tested on.

The District will provide each DI Teacher Substitute release time for a full duty day every time the Spanish LA Foundation Skills Assessments is administered to students.

The District will provide each DI Teacher Substitute release time for a full duty day every time the Spanish Math Foundation Skills Assessments is administered to students.

The District will provide each DI Teacher Substitute release time for a full duty day every time the Benchmark Assessment System for reading is administered to students.

Each DI teacher administering the Benchmark Assessment System will have their own assessment kit.

DI Quarterly Report Cards shall be available for all students.

The Report Card will identify the teacher, class, DI enrollment, DI language of instruction, Academic Progress, Social/Emotional Skills, ELD Level.

### **PROFESSIONAL DEVELOPMENT & EVALUATIONS**

DI teachers shall be evaluated on the language they teach.

During Buyback Days DI teachers will use the entire time to calibrate with other DI teachers.

DI schools shall receive differentiated Professional Learning specific to DI anytime a PL is held. If one is not available, DI teachers shall be released to work in their classrooms.

Dual immersion teachers in all DI schools will attend conferences such as CABE, ATDLE and NABE, COSECHA yearly with all expenses paid by the District.

The district shall create & completely fund a pipeline for educators to earn their BCLAD.

The district shall fund DI teachers who want to earn a master's degree in multi-culture or other programs that will benefit DI students.

#### **INSTRUCTIONAL SUPPORT AT ALL DI SITES**

DI classrooms shall each have a full-time paraprofessional assigned.

DI teachers shall all receive an additional \$500 stipend to purchase bilingual instructional materials annually due to double/dual language materials need.

DI schools shall each have a District Funded TSA/Resource BCLAD Teacher who can deliver professional learning, assist in creating curriculum, and provide support to teachers and students.

DI schools shall each have a DI Response to Intervention Teacher to support DI Tier 3 students.

The District will provide Spanish/Hmong bilingual tutors for the After-school program to support for DI students.

#### **UPDATE TO STIPEND**

The current Bilingual stipend for BCLAD

teachers shall be increased to \$5000 per year and will be paid to DI teachers, DI coaches, and DI TSAs that serve DI programs and school sites.	
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# **EXHIBIT 9**



Nicole Tucker

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**From:** David Chavez <David.Chavez@fresnounified.org>  
**Sent:** Friday, May 19, 2023 10:58 AM  
**To:** Manuel Bonilla  
**Cc:** Louis Jamerson; Taylor Vizthum; Bob Nelson; Misty Her; Ambra O'Connor; Nicole Tucker; Peter A. Schaffert  
**Subject:** [EXTERNAL] PLEASE READ: Negotiations Information  
**Attachments:** 20230519-Letter to FTA Regarding Bargaining.pdf

**[EXTERNAL MESSAGE]**

Good Morning Manuel,

We met as an executive team regarding negotiations this morning and discussed how best to fulfill FTAs ongoing requests for full proposals from the district for each article and decided that we will be invoking our right to return to Traditional Bargaining, which will yield the best result towards accomplishing FTAs requests. With that stated, please find attached the letter officially informing you of this action. Additionally, since we are moving to traditional bargaining, we will be cancelling all IBB sessions that are currently scheduled, including this Monday, May 22, 2023. As stated in our letter, we will provide our first full proposal on June 1, 2023. Please reach out to me if you have any questions.

**David Chavez | Chief of Human Resources/Labor Relations**  
2309 Tulare Street, Fresno, CA 93721  
Office: 559.457.3593 | Mobile: 559.892.6433  
[david.chavez@fresnounified.org](mailto:david.chavez@fresnounified.org)

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**BOARD OF EDUCATION**

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Elizabeth Jonasson Rosas  
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Keshia Thomas

**SUPERINTENDENT**  
Robert G. Nelson, Ed.D.

May 19, 2023

Fresno Teachers Association  
C/O Manuel Bonilla  
President  
Fresno Teachers Association  
5334 N. Fresno Street  
Fresno, CA 93710

Dear Mr. Bonilla:

The Fresno Unified School District has been committed to engaging in the Interest Based Bargaining (“IBB”) format for its negotiations with the Fresno Teachers Association for the 2023-2026 successor contract negotiations. However, the District’s continued commitment to engage in productive conversations with FTA through breakout sessions has been met with resistance. As such, it has become apparent that the IBB format is no longer compatible with facilitating the progress of the 2023-2026 successor contract negotiations. Therefore, as agreed in Section 4 of the Parties’ December 9, 2022 Ground Rules for Interest-Based-Bargaining Negotiations, the District is invoking its right to return to traditional bargaining. As such, the Parties will have to renegotiate ground rules for traditional bargaining. The Parties will revisit the schedule and format of all future bargaining sessions.

The District shall provide its first Package Proposal on June 1, 2023.

Sincerely,

David Chavez, Chief, Human Resources/Labor Relations  
Fresno Unified School District

PERB Received  
06/08/23 14:09 PM

## **EXHIBIT 10**

PERB Received  
06/08/23 18:09 PM



May 24, 2023

To Superintendent Bob Nelson,

Please see our attached last, best, and final offer to you and the Fresno Unified School Board.

Respectfully,

A handwritten signature in blue ink that reads 'Manuel Bonilla'.

Manuel Bonilla  
President, Fresno Teachers Association

## Fresno Teachers Association

Date: May 24, 2023

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## Recruitment & Retention

How might Fresno Unified recruit and retain the highest quality educators, staff, and employees in education?

Fresno Unified is the largest employer in the Central Valley and it should take that role seriously by setting the standard in educator, staff, and employee salary and benefits. All changes to salary and benefits apply to all Fresno Unified employees.

### **Salary:**

#### **Option 1:**

22-23:

Ongoing salary matches district LCFF (13.26%); retro to July 1, 2022

\$10,000 in one-time payment

23-24:

LCFF

Plus 2% if LCFF under 8%

\$7500 in one-time payment

24-25:

LCFF

Plus 2% if LCFF under 8%

\$5,000 in one-time payment

25-26:

LCFF

Plus 2% if LCFF under 8%

\$5000 in one-time payment

#### **On all years:**

- All unspent on-going district converts to salary before end of fiscal year.
- All unspent one-time district revenue converts to one-time salary before end of fiscal year
- All District reserve in excess of 8% to convert to one-time salary before next fiscal year
- At all sites where principals receive a Challenging Assignment Incentive (up to 10% increase in base salary to a position among the most challenging assignments), all FTA bargaining unit members working at the same sites shall receive a 10% increase above their base salary

**Option 2:**

All FTA bargaining Unit members at 35% of district outgo by 23-24, but no less than the LCFF percentage

All FTA bargaining Unit members at 39% of district outgo by 24-25, but no less than the LCFF percentage

All FTA bargaining Unit members at 43% of district outgo by 25-26, but no less than the LCFF percentage

\$7,000 in one-time payments for 22-23, 23-24, 24-25 and 25-26

**On all years:**

- All unspent on-going district converts to salary before end of fiscal year.
- All unspent one-time district revenue converts to one-time salary before end of fiscal year
- All District reserve in excess of 8% to convert to one-time salary before next fiscal year
- At all sites where principals receive a Challenging Assignment Incentive (up to 10% increase in base salary to a position among the most challenging assignments), all FTA bargaining unit members working at the same sites shall receive a 10% increase above their base salary

**Overtime Compensation:**

- All documented hours worked by educators after 8 hours shall be paid at time and a half.
- Supplemental contract compensation shall become 1.5x per diem rate, starting in the 23-24 school year.
- No mandatory unpaid student supervision.
  - If teacher agrees to a student supervision assignment, the compensation is 1.5x per diem.

**Stipends:**

- EPES and Coaching stipends go from salary percentage increase to salary plus 2% following each year of an across-the-board increase
- Middle school coaching stipends shall match high school coaching stipends
- Dual Language (i.e. Spanish) stipend from \$500 to \$5000 per year
- SPED/Nurse stipend from \$1500 per year to \$5000 per year
- Early retirement incentive from \$1000 to \$2500
- Unit members shall receive \$100 month car allowance for expenses related to using their vehicles for school activities
- Unit members shall receive a \$100 per month cell phone stipend
- HHI unit members shall have virtual work option, mileage reimbursement, travel time pay, and prep time pay
- AP teacher stipend, match AD EPES at HS.
- IB School teacher stipend, match AD EPES at HS.



- All elementary teachers (including SPED) who teach combination classes shall be paid a yearly STRS-able stipend of \$7500 per year for teaching, planning and preparation of at least two grade levels
- All secondary teachers (including SPED) shall receive a yearly STRS-able stipend of \$7500 per year for teaching, planning and preparation of three or more preps. (sections).
- All additions to Placement on the Salary schedule (MA, BA+90, Doctorate) shall each increase by \$500 in 2023-24 and shall automatically increase every year by \$100
- All National Board, and equivalent for SLPs shall increase by \$500 in 2023-24 and shall automatically increase every year by \$100
- TK shall be considered part of Early Learning for the purposes of determining classroom stipends
- Classroom stipends shall increase: the \$315 shall become \$850 and the \$500 shall become \$2000
- Professional Development stipend: \$250 each year for educator professional development resources.

### **Salary Schedule Requirements:**

All salary schedule class requirements shall be reduced to improve the ability of teachers to matriculate through the salary schedule.

For example, on Schedule A, instead of Class I requiring a BA+ 30-44 it would shift to BA+ 15-30 units; Class II would shift to BA+ 31-45; Class III would shift to BA+ 46-60 units; Class IV to BA+ 61-75 units; and for Class V we'd eliminate the need for additional course work and just make it BA+ 76-90 units. AND...possibly eliminate 3 duty days per year (from 185 to 182) by cutting 3 buy back days & of course no reduction in pay (see article 14 for past practice on this).

### **Mental Health Days:**

- Unit members shall be able to use up to three (3) mental health leave days per school year without any loss in pay or deduction to their sick leave.

### **Healthcare:**

- Dual coverage cost eliminated
- District paid disability for all FTA members; our members pick the plan and district reimburses \$100 per month
- Reinstate lifetime benefits as it before, June 30, 2005.
- Long-term care cost reduced by 10% each year for the next 4 years; district to contribute resources necessary to JHMB to make this happen
- 100% district paid dental (including orthodontic) and vision, and hearing aids.
- Each year that the district's unrestricted ending fund balance exceeds 5%, the district shall contribute an additional \$4 million to JHMB; JHMB must use the additional revenue for plan design improvements; additional revenue shall NOT go into the JHMB reserve.
- Modify trigger language on Article 18, Section 4.3 & 4.4.
- District shall reimburse members who show proof of completing at least 100 days of exercise at a gym, dojo, yoga studio, or other fitness facilities in a calendar year, up to \$1000 per year
- District paid 12-week maternity/paternity leave.
  - \*Access to paid Mid-wife and Doulas.

## Interest Language for Article 18 – Fringe Benefits

### 6. Retiree Benefits - Medical Health Plan

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

6.1.1 An eligible retiree is one who:

6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;

6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;

6.1.1.3 Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;

6.1.1.4 Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;

**6.1.1.5 Has been hired after March 13, 2020, regardless of if she/he has hired before January 1, 1982 and who has served 18 years of service in Fresno Unified School District;**

6.1.2 Retirement Benefits and Eligibility for Employees Hired On or After **March 16, 2020 July-1, 2005**: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after **March 16, 2020 July-1, 2005**.

6.1.2.5 These modifications shall not apply to laid-off permanent or probationary employees who were hired on or before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24-month period. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to **March 16, 2020 July-1, 2005**.

**8. Disability Insurance Plan: A disability insurance plan (provided by American Fidelity) shall be funded by the district and provided to all employees in the bargaining unit** (language mostly taken from CSEA #125 contract, page 9)

**8.1.1 If FTA Elects Not to Participate: In the event that FTA elects not to participate in the FUSD funded disability plan, FUSD shall place a percentage increase equivalent to the percentage cost per employee of FUSD paid disability program onto to each and every step of the salary schedule effective upon the decision by the bargaining unit not to accept the program. The increase to each step**

**shall be a minimum of 0.62%.** (language from CSEA #143 page 61, 7a and b)

**Retirement:**

- The district shall pay the yearly contribution required for each FTA bargaining unit member to adequately participate in Social Security benefits upon her/his retirement OR place an equivalent contribution into the FTA members ROTH/IRA account

**Job descriptions**

- FTA and FUSD shall form a joint committee responsible for reviewing and updating job descriptions (when necessary) every five years.

## Special Education

### Classrooms sizes/guidelines

1. Secondary:
  - RSP teachers shall have:
    - (1) 7.5 hour paraeducator
    - a cap of 24 students on their caseload
    - coteach classes will be no higher than 33% sped (see #6)
  - SDC/MM
    - classes **will** have a max of 12 students per class period
    - **will** have a max of 12 on their caseloads
    - **will** have (1) 7.5 hr paraeducator
2. Elementary RSP teachers shall have:
  - (1) 7.5 hour paraeducator at regular sites (per RSP teacher)
  - (1) 8 hour paraeducator at designated sites (per RSP teacher)
  - All sites should have 2 RSP teachers (site RSP teachers shall work together to determine caseload/grade level division)
  - a cap of 24 students on their caseload each
3. Elementary SDC/MM teachers shall have:
  - (1) 7.5 hour paraeducator
  - A max of 12 students in their class and on their caseload
  - No more than 2 grade levels assigned to a teacher
  - Once a teacher has been moved to 2 grade levels at a site, that teacher stays at 2 grade levels for the duration of their time at that site until all sites have no more than 2 grade levels in all SDCs
4. Any site having an ED program shall:
  - 1 ED teacher
  - (1) 7.5 hr SE para
  - (1-2) 7.5 hr paraeducators (the addition of a second para will depend on the needs of the individual classrooms)
  - A max of 8 students in their class and on their caseload
5. Deaf and Hard of Hearing (DHH) teachers shall have:
  - (2) 7.5 hr paraeducators
  - A max of 12 students in their class and on their caseload
  - If a DHH SDC class has at least one deaf student, then that class shall have 1 full time ASL interpreter assigned to it
6. Secondary co-teaching classes shall NOT go over 33% sped
  - Once the class hits 33% sped, no additional sped students can be added
  - If GE student percentage drops below 67%, GE students must be added

- Students on IEPs who do not require a coteach class will not be placed in a coteach class
  - Students who are assessed and DNQ will not be added to coteach classes after the fact
7. Elementary ALPs teachers shall have:
- (2) 7.5 hour paraeducators
  - A max of 7 students ***in their class*** and ***on their caseload***
8. Secondary ALPs teachers shall each have:
- (3) 7.5 hour paraeducators
  - A max of 9 students ***in their class*** and ***on their caseload***
9. Autism teachers shall have:
- **Secondary (inclusion):**
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 16 students ***on their caseload***
  - **Elementary:**
  - **Preschool:**
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducators (7.5 hours)
    - A max of 8 students ***in their class*** and ***on their caseload***
  - **Grades TK-K**
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducators (7.5 hours)
    - A max of 8 students ***in their class*** and ***on their caseload***
  - **Grades 1-2**
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 8 students ***in their class*** and ***on their caseload***
  - **Grades 3-4**
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 10 students ***in their class*** and ***on their caseload***
  - **Grades 5-6**
    - (2) autism certified paraeducators (G-30 positions) (7.5 hours)
    - (2) paraeducator (7.5 hours)
    - A max of 10 students ***in their class*** and ***on their caseload***
  - **Autism Inclusion (elementary PS/PK/TK/K-6th):**
    - (1) G-30 (7.5 hr) paraeducator per grade level at each site

A max of 16 students on their caseload

10. FUSD shall separate Autism Preschool-Kindergarten into a separate preschool and combine TK and Kindergarten (Justification: *currently, three-year-old students are held to the same expectations as their Kindergarten counterparts in the Autism programs. Also, three-year-olds join the classes as they transition from an IFSP to an IEP throughout the school year. This makes it so functional routines need to be retrained throughout the year, which greatly interrupts the classroom and learning as new kids join the class. General Ed students are not combined in this way.*)

- Appropriate programs/classes will be created to meet the actual/assessed needs of PS/TK/K special education students (specifically for SDC/MM and ALPs)

11. All elementary SDC (all types) will be moved to 2 consecutive grade levels (max) and remain no more than 2 grade levels. Sites teachers will collaboratively determine the grade level clusters when there are grade level gaps (for example: TK-K, 1-2, 3-4, 5-6; Pre-school will not be lumped in with TK/K)

12. IBPs

- MS (Autism/ALPs) shall have at least 3 classes in the district for each level (elementary, middle school, high school)
- MM shall have at least 3 classes in the district for each level (elementary, middle school, high school)
- Criteria for placement to be created
- Class sizes TBD

13. Orthopedic impairment classroom teachers shall have:

- (3) (G-30 positions) 7.5 hour paraeducators
- A max of 15 students in their class and on their caseload

14. Visual Impairment teachers shall have:

- (3) 7.5 paraeducators
- A max of 15 students in their class and on their caseload

15. Center-based medically fragile shall be status quo

16. All designated schools will be given 8 hour paraeducators instead of 7.5 hour paraeducators

#### SpEd CBA Members (classrooms teachers /educators/DIS)

17. Each elementary RSP teacher can determine their individual schedule and share it with their admin.

18. Service Tracker will either be eliminated or specific time in an educator's 7 hour duty day will be provided and set aside to allow for completion of the documentation

19. The use of an SCIA referral form is not to be excluded based on the staffing listed above

20. Buyback days: 2 of them shall be teacher choice for all FTA sped members. For example, FTA sped members can choose to: access available trainings specific to members need, time to write IEPs, etc.



21. FUSD shall create a webpage specific to new sped educators that provides all information necessary for new sped educators (resource/links page) in one easy to find place and keep it updated monthly at a minimum
22. If teachers don't use their sped sub days, they will be paid out at their per diem rate in June.
23. Increase the 5 sub days to 7 days. Additionally, the 7-day sub event code will be emailed out to all teachers and site admin no later than Sept 10 each year effective for use immediately. When a teacher secures a sub with that event number, they will not be responsible for anything going on in their classroom or on the site if they're working on campus. If there is no workspace available on the campus, the teacher shall be allowed to work at a location of their choice. Teacher will communicate location with their site admin.
24. If an elementary sped educator is asked to and accepts the additional responsibility of more students to cover on any given day, the teacher shall be compensated hourly at their per diem rate (coverage)
25. For elementary sites, IEPs and SSTs should be held during the school day with roving subs for SPED teachers and general education teachers (subs to be paid for by the District, not the site)
26. Special ed educators will be provided a list of available supplementary materials to support their GVC core curriculum in their specific content areas that indicates who pays for it, where to access it, and a contact person for any questions regarding it to be kept updated and made available to teachers no later than their first day of duty each school year, updated annually no later than Aug 10.
27. All sped educators at the secondary level shall have a content prep and an IEP prep
28. In situations where sped educators share a classroom, each teacher shall have all common prep periods with their roommate (sharing classrooms should not be automatic but a last resort)
29. Any IEP that is held during the 8<sup>th</sup> hour of an educator's day shall count towards their mandatory meeting hours
30. Any IEP that goes past a CBA Members (including DIS) 8<sup>th</sup> hour shall be compensated at the member's per diem rate of pay to be paid by the district, not the individual sites with hours submitted to the admin attending the IEP and the office manager via email
31. The current \$1,500 annual sped stipend shall be increased to \$5,000 annually (All SpEd Certificated staff)
32. It will be made clear that the annual sped stipend is specifically only for recruitment and retention of sped educators (All SpEd Certificated staff)
33. Every site shall have one sensory/motor room manned by a trained professional
34. Any site having 20% or more of their SpEd students are on behavior plans shall be assigned a site-based RBT. Once a site has been assigned an RBT, regardless of attrition, the RBT will remain at that site for the remainder of the year. Each site team will work with RIM to determine how the RBT will serve at the site
35. SCIA's shall be requested to support specific needs of students. The Team shall have a collaborative discussion to determine if the current classroom staff supports (Teacher and Paras) are adequate to meet all the needs of the classroom and not draw away from the social/academic instruction/learning. If the Team collaboratively determines the need can be met, an SCIA Request is not required. If not, the RIM will submit the request on behalf of the Team

### Designated Instructional Specialists

1. Create a fair and equitable caseload/workload formula calculator for each DIS Itinerant discipline
2. Increase allocated FTE for each DIS Discipline to include ALL contracted FTE (i.e. current allocated FTE for SLPs is 96. The FTE will be increased to 124 since the district hires/contract for a total of 124. Increase SLP FTE by 28 FTE). This is \$0.00 cost to the district.
3. Create SLP AAC Language Lab class for Pre-school students
4. Knowledgeable and appropriate manager to conduct DIS Itinerant evaluations.
5. Right to assignment/site(s) for returning DIS staff. Continue with previous assignment/site(s) or choice by seniority for vacant assignment/sites. FUSD have first choice to site above contracted staff.
6. Inclusive language that includes all DIS itinerant CBA Members are incorporated in language that pertains to relevant Classroom Teacher or Teacher language.
7. Provide appropriate training for all DIS Itinerant staff
8. DIS Staff will have access to all GenEd and SpEd GVC and Supplementary Materials/Supports needed to provide appropriate services.
9. Add Co-chair language to MediCal Collaborative Committee.
10. Provide 10% of revenue generated from Random Moments Time Survey MediCal Billing back to departments and schools.

### **New Items added 11.1.22 – 11.7.22**

- PreK shall have DHH ALPS classes
- Eliminate the requirement to do double entries (in Learning Genie and SEIS Platform) for the same student
- At least one full-time Speech Language pathologist at all schools who have students who need the services
- SPED educators shall be exempted from all student supervision duties



## Educator Working Conditions

### **Meeting Hours/Buyback:**

Teachers are professional educators who have the autonomy to meet with their colleagues as often as they feel is needed.

- District mandated meeting hours shall be reduced to 20 hours per year (limited to 10 hours per semester).
  - All meeting agendas, topics of discussion, etc. are at the discretion of the teachers.
- Buyback Day time limits: 1 hour admin. and remaining time is at teacher discretion.
- Any unit member who "sells" their prep. period **will** be compensated at the per diem rate of pay.

### **Assignments:**

- No elementary teacher shall be moved more than two (2) grade levels in any given year, without teacher approval.
- Elementary: If a teacher is assigned to a different grade level, they will be compensated two weeks of per diem pay. Compensation for planning and preparation.
- Secondary: If a teacher is assigned to a different prep. (section), they will be compensated two weeks of per diem pay. Compensation for planning and preparation.
- If a teacher has moved grade levels in a current year, she/he shall not be asked to move grade levels in the next academic school year, unless teacher gives their approval.
- When teachers change classrooms, they shall be granted 2 days of Sub leave to move or 2 days of per diem pay.
- When teachers change school sites, they shall be granted 3 days of Sub leave to move or 3 days of per diem pay.
- Itinerant music schedules shall be released prior to the 7<sup>th</sup> week of the fourth quarter of each school year.
- Deadline for staffing and teaching assignments to teachers by May 1<sup>st</sup> of each school year.

### **Member Support:**

- Probationary teacher has an option to switch sites before being non-reelected.

### **Staffing:**

- There shall be a music teacher at every elementary site; each school shall have a designated classroom for its music teacher. Note: doesn't impact classroom ratio formula.
- There shall be a PE teacher at every elementary site. Note: doesn't impact classroom ratio formula.
- There shall be a social worker at every school site.
- Teacher-librarian at every school site, including elementary
- Two CSAs at all elementary sites to assist with students walking to and from school (Thomas parent ask)
- Full-time paras shall be available for every Elementary teacher who wants a para in her/his classroom
- Elementary teachers shall no longer be responsible for student supervision duties. The district will have paras, NTAs, admin, or parent volunteers assume these responsibilities starting in the 2023 school year

**Preparation, Workspace, and Curriculum:**

- Nurses and other non-teacher unit members shall receive prep-time daily.
- Designated school members shall receive 12 days of sick leave per year.
- Designated school teachers shall work a 7-hour duty day.
- All TSAs shall have a prep period and be able to leave their worksite after their 7<sup>th</sup> hour of work
- All unit members shall have a classroom dedicated exclusively for their individual use during their 8 hour work day, including prep. period.
- Elementary assessments shall be done on one platform.
- More project-based learning shall be part of the elementary curriculum starting in 2023; additionally, new elementary curriculum shall include VAPA and STEM
- Other than when used in its original purpose in the Alternative Education setting, Edgenuity shall be eliminated and replaced with traditional instruction.

**School Culture:**

- District-association site administration survey (Harvard leadership survey) at EOY. Results released to district and FTA.
- Before district makes purchases for classrooms (i.e. Promethean Boards), the district shall get input from FTA/educators
- Staff appreciation & recognition at all sites: monthly staff luncheons to celebrate birthdays, career milestones, and other staff accomplishments, 100% funded by the district.

## Class Sizes

### **Class Sizes:**

**Individual class sizes** shall be capped for all classes, as follows:

PreK	1:8
TK-K	1:12
1-3	1:22
4-6	1:25
7-8	1:25
9-12	1:27

Secondary Alternative Education 1:20

- Before classes go over the cap, parents will be offered the option to take their students to an alternative school site with smaller class sizes.
  - If a parent refuses, resulting in a classroom going over the cap, teachers will be compensated an additional \$3,000 per semester their classroom is over the cap for more than 20 days.

## Early Learning

### Transitional Kindergarten:

- TK teachers shall be compensated \$1500 per year for doing two DRDPs a year.

### Pre-Kindergarten:

- Pre-K teachers shall be able to submit up to 10 hours per class per month for extra duty hours (20/month)
- Language to clarify Article 4, 2.3...Each lesson is 3 hours of instruction and 1 hour of planning.
  - Note: often PreK teachers use part of the hour for addressing the needs of parents & students. As a result, we are advocating for the above, a total of 20 hours per month.
- Inclusion/co-teach classrooms shall have a maximum of 25% SPED students
- Early Learning teachers to automatically be emailed all IEPs at least 3 days before a student comes to the classroom
- Where possible, one session of inclusion and one session of GE only (AM/PM schedules)
- All Pre-K schedules shall be 8-11 and 11:30-2:30
- All paperwork, including but not limited to, ASQ, enrollment forms, medical forms/shot records, social services information family surveys, etc., shall be completed by the office staff or district headquarters prior to students entering a classroom
- 4.3 shall be changed to, "Such teachers will be afforded ALL previous service experience as a credentialed teacher"
- PreK teachers can continue using drdp's with a max of 15 measurements per student or teachers can use benchmarks to assess students, the teacher shall have the choice; no PreK teacher shall be required to do more than 2 drdp's or 2 benchmarks per school year
- PreK teachers have the option to attend PLC meetings or to not attend PLC meetings
- PreK teachers shall be moved to schedule A for determining their step and column on the salary schedule; as a result, Prek teachers work year shall match that of their schedule A colleagues, with the exception that 5 days shall be professional development and 175 days shall remain student stays
- EL classrooms shall receive \$2000 per classroom

## Nurses

### Staffing:

- At least one certificated school nurse at each school site. Open ended hiring of 36 credentialed school nurses until positions are filled.
- At high schools, at least two certificated school nurses, with a third added to all sites with a student population of 2701 or more
- Acuity: an additional nurse/s added to any school site based on student needs
- Lead Nurses: 7 total, one per region
- Float Team: 7 total, one per region
- Substitute Nurses pool: at least one per region
- Creation of new article in CBA that covers Substitute Registered Nurses pool, a Nurse Float Team, and a Nurses Screening Team
- Nurses shall have a 7-hour duty day & a prep period daily
- All new school nurses shall be appointed a preceptor/mentor for a minimum of 1 year starting in her/his first year of employment to train, educate and support the new nurse
- All nurses who serve as a preceptor/mentor shall receive a stipend of \$9,000 per year
- The district shall provide & distribute appropriate and adequate department policies to all school nurses on a yearly basis, by the second Monday of each school year
- Professional learning classes for school nurses shall be provided and have relevant content for the nursing profession. School nurses shall work with the health services director to develop the content and classes suited best for school nurses
- Each school site shall have a school nurse and at least one support staff (LVN/THECA) per school site
- Before a nurse is non-reelected, she/he will be afforded the opportunity to work at two sites with two different supervisors who shall make two different assessments of the nurse.
- Equitable school assignments for credentialed school nurses.

### Fresno Adult School/Alternative Education

#### **Summer School:**

- Summer Session needs to be better defined in the CBA as our current administration thinks that a two-week session is adequate to satisfy the CBA.
  - Proposed Remedy:
    - Define the number of days a "summer session" should last. Classes could be shorter but the session overall needs to be defined and can be no less than 50% of regular class scheduled hours, in both morning and afternoon.

#### **Longevity Retirement Bonus:**

- Currently Adult Education teachers are the only bargaining unit in FUSD that does not receive a longevity retirement percentage.
  - Proposed Remedy:
    - Add the longevity bonus to the retirement of Adult Education Teachers retroactive to 2018-2019 school year.

#### **Meeting and Record Keeping (TOPS) Pay:**

- Currently there is ambiguity surrounding meeting time especially for Part-Time Employees.
- Administration has stated that "prep" time is to be used for record keeping, which is not an adequate amount of time and a violation of the CBA.
- As an example, Clovis Adult school pays a flat 4 hours to both full time and part time teachers. If there are not meetings scheduled their teachers still get the 4 hours. In our case that represents approximately \$2000.00 per year of work time that we are not been paid for.
- Clovis does not hold any meetings during times when Tops data entry is busy, and those 4 paid hours are used for data requirements.
- Currently, meetings are sometimes scheduled the same day they are held making it difficult for Part-Time employees to attend.
- Meetings are held simultaneously, and some teachers are in split program.
- Meetings do not have minutes, or sometimes even agendas.
  - Proposed Remedy:
    - Pay 4 hours of per diem pay for meetings and data entry to all certificated employees.
    - For the purposes of this section "Scheduled meetings" means that there is at least 48 hours' notice prior to the meeting, the meeting invitation includes an agenda, the meeting is clearly categorized as mandatory or voluntary, meeting recordings or minutes are made available after the meeting, and that there is a virtual option for attendance/participation.
    - All scheduled meetings, professional development, staff meetings, or department meetings will have participation recorded and made available to any unit member that would like to review the participation roll for any meetings.
    - If a meeting fails to meet the "scheduled" criteria it shall be considered optional and compensated at the teachers per diem rate if attended.

#### **Schedule Stability:**

- Students need a consistent schedule and teachers need to know if they can feed their families.
  - Proposed Remedy
    - We propose a framework whereby classes cannot be closed/collapsed/combined without notice.

- When classes are closed, or schedule changes occur, Part-time employees cannot have their hours cut without at least 6 weeks prior notice. This provision would include regular additional hours as well.

### **Split Schedules, Work Site:**

- Since schedules can have negative impacts on families, it is vital that this issue be fixed.
  - Proposed Remedy
    - If a split shift exceeds 1 hour including lunches between classes the teacher shall be compensated an additional 1.5 hours per diem rate, per split, per day, or the unit member can be given Fridays off in lieu of the 1.5 hours Monday-Thursday compensation.
    - If an employee is given a multi-site assignment an even monthly rate will be established based on the predictable number of miles per month, including weekly trips to the main campus. Such rates shall be established by multiplying the monthly mileage totals by the agreed upon mileage rate. Establishment of this rate is for the purpose of reducing the necessity to track, record, and submit mileage reports.
    - Effort shall be made by the District to provide that the assignments of bargaining unit members shall fill a continuous block of time during each day.

### **Staffing:**

- Currently the state average for teaching vs non-teaching payroll in adult education is 60% teaching salary, vs 40% Classified+Administration. Currently Fresno Adult School is at 41% teaching salary vs 59% Classified+Administration.
- Historically the district has utilized limited Adult education funding to provide district office space, and to backfill already funded K-12 priorities. —these actions continue the marginalization of an already marginalized adult ed student population.
- In order to ensure fidelity to the core mission of adult education we need to ensure that State funded CAEP resources are actually spent doing the business of adult education.
  - Proposed Remedy
    - The District shall provide adequate and appropriate instructional staffing levels consistent with state averages. Instructional Teaching payroll as a percentage of total payroll shall not fall below 55% of total payroll percentage in any projected/proposed budget. Teachers on special assignment or teachers without assigned individual classroom duties shall not be counted as instructional for the purpose of this provision. If teachers are team teaching or have significant duties outside of direct instruction as a part of their workday they shall also not be counted as instructional for the purpose of this provision. Classified employees shall not be included in the 55% minimum payroll mandate.
    - A core of full-time teachers is vital to the mission of the adult school as a community resource. Full-time certificated salary and compensation shall not fall below 35% of the total allotment of CAEP funding.
    - All administrative hires will have as a requirement to work at the adult school a supervisory adult education credential- This credential is based on coursework specific to adult education.
    - All existing adult education administrators will be given until the 2024-2025 school year to obtain their adult supervisory credential.
    - The adult school shall have Specific administrative job descriptions not available outside of adult ed that include as their requirements Adult education supervisory credentials.



- All instructor positions full and part time shall be posted and publicized.
- All teaching positions shall have an interview conducted to existing district standards.
  
- The district shall create a para pipeline to recruit & train our own para's
- All Alternative Education will use SARB (Student Attendance Review Board) effective in the 2023-24 school year

## Students

### academic:

- At least one Reading Specialist hired at all elementary school sites (**\$12.2 million**)
- Class sizes capped at 1:18 at our elementary schools with lowest performing students (at least 10 sites) (**\$4 million**)
- Mandatory, free tutoring for all students at secondary who have Cs, Ds & Fs (**\$2 million**)
- Implementation of Chess and other educationally based enrichment programs at all school sites (**\$2.1 million**)
- District provided extension/transition programs & services for all students who "age out" of foster care services; programs provided through Fresno Adult School (**\$2 million**)
- District partner with FPU to provide paid Masters in Literacy classes for 20 teachers per year (**\$600,000**)
- Dual enrollment expansion: district partners with Fresno State to provide paid Master's Degree that would make teachers eligible to teach Dual Enrollment classes; 30 teachers (**\$450,000**)
- District set-aside \$1 million annually for students to do college tours, with an emphasis on underserved students visiting HBCUs and other institutions who support culturally disadvantage students (**\$1 million**)
- Increased small group instruction by increasing number of paraprofessional support staff to create more flexibility around instruction time
- All elementary schools should offer high quality tutoring programs focused on foundational literacy skills, K-3
- Creation of Freshmen Success Teams at all high schools; implement strategies for increasing the percentage of students who are on track to graduate; course performance, including credit recovery, disengagement; and goal setting with continuous communication and follow-up; smaller class sizes for all 9th grades classrooms
- ATS (Alternatives To Suspension) established at all Middle Schools by 2024-25 school year (help to improve student discipline; hire a trained & experienced behavioral specialist at each school site)
- Full-time staff person at each high school dedicated to helping students research and apply for college scholarships

## Students

### Social/Emotional Supports & Safety:

- District set aside \$1 million annually for clothes & school supplies for students who need them (**\$1 million**)
- District create food pantry in each region by 2025; \$250,000 per region (deodorant, feminine hygiene products, shampoo & conditioner, and soap included) (**\$1.75 million**)
- Free universal after school programs. (**\$5 Million**)
- Address student homelessness (**\$20 million...most one time**)
- Open high school parking lots to homeless families to park their car. Provide paid security. (**\$500,000**)
- District provide free laundry service by 2026 (charge non-students a fee) (**\$1 million**)
- District provide free wellness programs to students and parents (yoga, meditation, low impact exercise); programs could be done at school sites outdoors or in gyms on weekends) (**\$1 million**)
- District open all school sites as parks on weekends during non-sporting events (**\$500,000**)
- Nutritional school meals/lunches
- 24-hour mental health services provided on-site or via app
- Emotional support/mental health services for parents (Thomas parent)
- Additional traffic safety, like speed bumps & lighted crossing signals, at all schools with heavy traffic (Thomas parent)
- Expanded cultural awareness lessons in all schools starting in PreK (Cammie Southern)
- Additional NTAs (noon time assistants) at all schools who need them (McLane Community Mtg)
- Appropriate changing tables (for diapering) at all school sites who need them
- Full-time Campus Assistants (CAs) at all elementary schools (McLane Community mtg)
- Proficient writing programs and better foundational skills at all elementary schools (McLane Community mtg)
- Monthly school site meetings hosted by site admin to hear from parents (McLane Community mtg)
- Bus transportation for SPED students (McLane Community mtg)
- More bilingual support for students and parents at school sites (McLane Community mtg)
- More field trips and real-world experiences for all students (McLane Community mtg)
- More school site social activities for students (celebrations, incentives) to boost student morale (McLane)

### Professional Trades

- Longevity matches educators by the 2024-25 school year.
- Additional day of vacation time added in the 2024-25 and one more day added in the 2025-26 school year.
- Paid career ladder developed for all trades that creates career advancement opportunities.
- Hire additional trades professional, create a ratio system (maybe based on square footage).
- Hire an inspector from each trades classification to work with contractors.
- The district shall leave green sheets open until a position is filled & keep all extra applicants on call for future openings.

## Evaluations

### Evaluation Redesign:

- The evaluation process will be redesigned as a professional growth model.
  - Evaluations shall only be used for growth and development of unit members, and shall not be punitive
- Teacher evaluators shall be proficient in the content area of the teacher they are evaluating
- Teachers being evaluated shall be provided a sub release day at least 72 hours prior to each formative evaluation

Potential Language Change: The joint panel established in 5.6, shall review, with agreement from the teacher being evaluated, any evaluation that is punitive, resulting in the teacher being recommended for termination. The joint panel shall complete at least two (2) formal observations of the teacher prior to a final decision being made regarding the teacher's employment status recommendation. The joint panel shall each have one vote, with the majority decision of the panel being final. The joint panel shall consist of seven members, three each from FTA and FUSD, with the seventh slot rotating from FTA and FUSD every year. After six years, we will determine if the majority vote of either FTA or FUSD has significant impact on the decision to keep or terminate teachers.

3.2 shall be modified as follows: The criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice. ~~student learning, 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 18 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.~~

3.3 shall be modified as follows: Assessment shall be based on reflection, observation, documentation, and conference in relation to measuring the effectiveness of professional practice. ~~and growth in student learning.~~

4.2 shall be modified as follows: By the end of the sixth (6th) week of the school work year, each evaluatee **evaluator** shall be responsible for preparing a written Evaluation Plan containing specific performance goals and objectives and identifying standards to be achieved for improving professional practice and optimizing student academic growth **for each evaluatee**.

4.2.1 shall be modified as follows: The evaluatee **evaluator** shall present the Evaluation Plan to his/her evaluator **evaluatee** in a preliminary evaluation conference. ~~The evaluator may propose and/or require additional goals, objectives and standards for each evaluatee in accordance with the evaluatee's position and assignment~~

4.2.3 shall be modified as follows: The Evaluation Plan, as developed by the evaluatee **evaluator** shall be congruent to the CSTP and the CSTP Continuum. Mitigating factors should also be considered in this process.

4.2.4 shall be modified as follows: The Evaluation Plan shall include identification of at least one standard of the CSTP, ~~at least one of the evaluatee's goals and objectives for the purpose of professional growth; and the evaluatee's goals and objectives for the progress of students towards established standards of expected student achievement based on the Criteria for Evaluation in 3.0~~

above. (NOTE: This is distinct from the purpose of the evaluation form, which focuses on all six standards.)

5.1 shall be modified as follows: An observation shall include one or more of the following components: individual employee goals and objectives; individual school/department goals and objectives; and/or District goals and objectives. ~~; as they align to the state standards and shall be based on performance assessment criteria, including, but not limited to, multi-faceted evidence of teaching practices, student learning and teacher effectiveness with respect to measuring and optimizing the progress of students towards established standards of expected pupil achievement.~~

5.4 shall be modified as follows: The unit member's evaluator shall make constructive suggestions for correction of any cited areas rated as "not meeting standards," and provide reasonable assistance and support as determined appropriate by the evaluator and **evaluatee**. Such assistance and support may include one or more of the following:

6.1.2 shall be modified as follows: Request structured administrative intervention and support which shall include identification of the specific professional practices ~~and/or growth in student learning~~ that do not meet standards, **and** the specific support the administration will offer to the teacher towards achieving a proficient level of practice, ~~and/or growth in student learning and the timeline for the teacher to accomplish the improvement;~~ and/or

6.2 shall be modified as follows: The summative evaluation shall be submitted at least ~~thirty (30)~~ 60 days (60) calendar days prior to the end of the unit member's school year. Prior to the end of the unit member's school year, a meeting shall be scheduled by the evaluator with the unit member to discuss the evaluation, unless the unit member is unable to attend due to a leave of absence.

Clinical Social Workers

- The district shall provide Compu Claim to CSSW unit members as a database to keep certain documents confidential
- All CSSW unit members shall no longer have a management title
- After Social Workers obtain their licensure (LCSW), they shall receive the same yearly stipend as unit members who are on BA+90
- There shall be at least one social worker at every school site by the 2023 school year



Miscellaneous

- Pilot a 4-day school week at multiple school sites starting in the 2024-25 school year.
  - FTA and FUSD to design a 4-day school week pilot that includes equal number of instructional minutes.
- Stipend for student-teachers.
- Update contract language for CTE, Vocational Education, and associated areas in all articles of CBA to address salary.
- Develop a music teacher substitute pool system.

May 15, 2023

**Expanded Interest of the Fresno Teachers Association (FTA) for Negotiations with the Fresno Unified School District (District) regarding the Adult Transition Program at Fairmont**

**1. Adult Transition Program at Fairmont Definition:**

A center based specialized adult program that serves 18 – 22 year olds who have a combination of profound cognitive deficits, physical disabilities and complex mental health needs that cannot be served on a comprehensive campus.

**2. Class size and guidelines:**

- (1) moderate sever FTE per classroom
  - (1) FT - VP
  - (1) FT-GLA.
  - (1) FT-TSA
  - (1) FT-Social worker
  - (2) FT-CA
  - (1) FT- RBT
  - (1) FT- ERMHS or Counselor
  - (57) FT- 8-hour Para's all G28
  - (1) FT- Office assistant-
  - (1) FT- Backfill teacher-
- A max of 7 students per teacher

ADDENDUM 1  
**Fresno Teachers Association**  
Date: December 12, 2022  
Additional Interest Language

**1. For Center-Based Specialized Programs (RATA and Addicott)**

**Definition of RATA High School/ Adult Transition Program:**

A Center-Based Specialized high School and Adult Transition Program that serves students grades 9<sup>th</sup> – Age 22 and have a combination of profound cognitive deficits, physical disabilities and complex medical needs that cannot be served on a comprehensive campus.

**Definition of ADDICOTT PreK- 8th grade Program:**

A Center-Based Specialized Elementary and Middle School that serves students grades PreK- 8<sup>th</sup> grade and have a combination of profound cognitive deficits, physical disabilities and complex medical needs that cannot be served on a comprehensive campus.

**Classroom Size and Guidelines:**

Center-Based Specialized Programs PreK – Age 22 shall have:

- (1) Moderate Severe FTE per classroom
- (4) (G-30 positions) 8-hour paraeducators per classroom
- A max of 4 students in classroom
- 1.0 FTE OI
- 1.0 FTE PT
- 1.0 FTE OT
- 1.0 FTE SLP
- 1.0 FTE APE
- 1.0 FTE Elective (High School only)

All secondary teachers (including SPED) shall receive a yearly STRS-able and **Pers-able** stipend of \$7500 per year for teaching, planning, and preparation of 3 or more preps (sections)

## 2. Creation of an elementary music substitute teacher system

### ADDENDUM 2

### Fresno Teachers Association

Date: February 3, 2023

### Additional Interest Language

1. Each elementary school shall have a full-time staff person dedicated to ELD (called an English Language Development Specialist)
2. All elementary schools shall have music and or arts performances at least once per school year; all grade levels shall participate
3. Additional field trip options shall be available for all elementary school sites
4. Parent-Teacher clubs shall be encouraged at all elementary school sites
5. Phoenix elementary teachers shall receive a 10% challenging assignment pay increase
6. FUSD shall participate in the Reduced Workload Program with CalSTRS – this program allows teachers who are at the end of their careers to work part-time while contributing to STRS as if they were full-time.
7. Redefine the definition of a Workday: Unit members shall have a workday of **7.5 hours (450 minutes)** in which to perform their on-site and off-site professional responsibilities.
  - no reduction in pay
  - meeting hours eliminated or reduced to match this change
9. All sites shall have gate/gifted classes offered for students
10. Edunuity shall no longer be offered
11. Nurses shall receive a stipend for having a national certification in nursing that matches teachers

12. We have an interest to add a challenging assignment incentive to the pay structure for members, and specific criteria that automatically triggers the addition of the incentive to salary.

13. We have an interest to update language within CBA to be accurate with regard to Career and Technical Education credentials. (Example: Replacing the term “Vocational Education” with current terminology)

14. We have an interest to improve and clarify language for salary placement in all categories; with specific interest in salary placement of teachers that possess more than one credential type (ie: A teacher holding both a CTE and Single Subject credential)

### ADDENDUM 3

#### Fresno Teachers Association

Date: March 20, 2023

#### Additional Interest Language

8. Phoenix secondary teachers shall receive a 10% challenging assignment pay increase.
9. Phoenix secondary teachers shall have class size caps of 8 students.
10. Educators identified by FUSD and FTA as working in challenging assignments shall receive a 10% pay increase.
11. Kindergarten teachers shall receive a minimum of a 15-minute recess break every workday.
12. High schools with mild-mod and mod-severe special ed programs will have 2 dept. chairs.
13. Language clarifying that the SPED stipend is ONLY for recruitment & retention.
14. Creating one column/class for all salary schedules in the CBA.
15. CDC/Child Development Centers (i.e. Lori Ann and Heaton) teachers shall have class size caps of 5 students, expedited assessments/evaluations for certain students; a reduction in class time, the option to have students eat in classrooms, and the elimination of Early Stars.
16. TK teachers shall receive an extra stipend (\$3000) for holding 24 units in Early Childhood or Child development OR if they are recognized by the state as qualified to teach TK (i.e. the grandfathering process); and class sizes shall be (modified from our November 18, 2022 Interest document):

TK 1:10

K 1:12

**Phoenix Elementary school teachers have an interest in providing additional student supports in the following way:**

- A. Intensive Student Support Team
  - Social Worker (1)
  - Psychologist (1)
  - BIS (1)

- TSA (1)

**B. System (The process of Intensive Student Support Team)**

Students who are causing obstruction in the classroom and are not allowing instruction to continue for other students will be sent to (De-escalation) with blue referral form from the teacher. Depending on the severity of the misbehavior student will either go to (room A) for de-escalation purpose of safety for self and others, or (room B) for de-escalation and social emotional support (coping strategies). The time spent in de-escalation should not exceed a class period in block schedule. If issue has not been resolved in a timely manner further interventions should be schedule with an SST or district wide disciplinary consequence.

The sole purpose of the Intensive Student Support Team is to provide immediate support to students in getting to the root cause of the misbehavior. The ISS team will support their counter parts and document behavior and interventions on ATLAS as well as follow up with parents or out of district agencies.

**For Dual Immersion**

**CURRICULUM, INSTRUCTION & PROFESSIONAL LEARNING**

1.1 If DI materials are not translated into Spanish/Hmong and DI teachers are asked to translate the materials. DI teachers shall be compensated at their per diem rate of pay and shall receive substitute classroom coverage during the school year.

1.2 DI schools shall each have equitable digital adaptive resources in ELA/Math in the instructional target language at the same they are provided to non-DI teachers.

1.3 DI school sites shall all receive the FUSD ELA/Math Scope and Sequence resources in English, Spanish, Hmong at the same time they are provided to non-DI teachers before a new one is adopted Districtwide.

1.4 The District will provide Spanish/Hmong DI curriculum and rich literature books for each grade level in all DI classrooms.

1.5 The District will provide DI schools resources to provide culturally appropriate schoolwide assemblies for DLI students.

**PROFESSIONAL LEARNING COMMUNITIES PLC's**

2.1 DI teachers shall have the same PLC time to plan with their DI grade level colleagues equitable to planning time non DLI teachers are provided.

2.2 DI schools will provide all Teachers a minimum of 1 full day of planning time with substitute release time per Quarter to plan Spanish/Hmong lessons.

**ASSESSMENTS**

3.1 DI teachers, English, Spanish, Hmong Language Administrators, TSA's & FTA leaders shall be involved in all curricula, instructional, and professional learning meetings and decisions prior to implementation. This inclusion shall not negatively impact the timeline for implementation.

- 3.2 Formative, Quarterly Benchmark, Summative Assessments, Digital adaptive assessments will be aligned between Spanish/DI Assessments and EO Assessments e.g. I-Ready, FSAs.
- 3.3 Data comparisons shall be available and aligned between Spanish/DI assessments & EO Assessments as soon as they are available for non-DI teachers,
- 3.4 Core Assessments and student testing materials shall be in the language they are learning in & curriculum shall match the language students will be tested on.
- 3.5 The District will provide each DI Teacher Substitute release time for a full duty day every time the Spanish LA Foundation Skills Assessments is administered to students.
- 3.6 The District will provide each DI Teacher Substitute release time for a full duty day every time the Spanish Math Foundation Skills Assessments is administered to students.
- 3.7 The District will provide each DI Teacher Substitute release time for a full duty day every time the Benchmark Assessment System for reading is administered to students.
- 3.8 Each DI teacher administering the Benchmark Assessment System will have their own assessment kit.
- 3.9 DI Quarterly Report Cards shall be available for all students.
- 3.10 The Report Card will identify the teacher, class, DI enrollment, DI language of instruction, Academic Progress, Social/Emotional Skills, ELD Level.

#### **PROFESSIONAL DEVELOPMENT & EVALUATIONS**

- 4.1 DI teachers shall be evaluated on the language they teach.
- 4.2 During Buyback Days DI teachers will use the entire time to calibrate with other DI teachers.
- 4.3 DI schools shall receive differentiated Professional Learning specific to DI anytime a PL is held. If one is not available, DI teachers shall be released to work in their classrooms.
- 4.4 Dual immersion teachers in all DI schools will attend conferences such as CAFE, ATDL and NABE, COSECHA yearly with all expenses paid by the District.
- 4.5 The district shall create & completely fund a pipeline for educators to earn their BCLAD.
- 4.6 The district shall fund DI teachers who want to earn a master's degree in multi-culture or other programs that will benefit DI students.

#### **INSTRUCTIONAL SUPPORT AT ALL DI SITES**

- 5.1 DI classrooms shall each have a full-time paraprofessional assigned.
- 5.2 DI teachers shall all receive an additional \$500 stipend to purchase bilingual instructional materials annually due to double/dual language materials need.
- 5.3 DI schools shall each have a District Funded TSA/Resource BCLAD Teacher who can deliver professional learning, assist in creating curriculum, and provide support to teachers and students.



5.4 DI schools shall each have a DI Response to Intervention Teacher to support DI Tier 3 students.

5.5 The District will provide Spanish/Hmong bilingual tutors for the After-school program to support for DI students.

**UPDATE TO STIPEND**

6.1 The current Bilingual stipend for BCLAD teachers shall be increased to \$5000 per year and will be paid to DI teachers, DI coaches, and DI TSAs that serve DI programs and school sites.

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Fresno,  
State of California. I am over the age of 18 years. The name and address of my  
residence or business is ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
10 River Park Place East, Suite 240, Fresno, California 93720

On June 8, 2023, I served the Unfair Practice Charge  
(Date) (Description of document(s))

(Description of document(s) continued)  
on the parties listed below (include name, address and, where applicable, fax number) by (check  
the applicable method or methods):

placing a true copy thereof enclosed in a sealed envelope for collection and delivery  
by the United States Postal Service or private delivery service following ordinary business  
practices with postage or other costs prepaid;

personal delivery;

facsimile transmission in accordance with the requirements of PERB Regulations  
32090 and 32135(d).

(Include here the name, address and, where applicable, fax number of the Respondent and any other parties served.)

Manuel Bonilla, President  
Fresno Teachers Association  
5334 North Fresno Street  
Fresno, California 93710

VIA U.S. Mail and Email:  
manuel@fresnoteachers.org

I declare under penalty of perjury that the foregoing is true and correct and that this  
declaration was executed on June 8, 2023, at Fresno CA  
(Date) (City) (State)

Lori A. Sinclair  
(Type or print name)

  
(Signature)