

Fresno Unified School District
Board Agenda Item

Board Meeting Date: November 01, 2023

AGENDA ITEM B-28

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Opportunity for Public Disclosure and Ratification of the 2023-2026 Negotiated Collective Bargaining Agreement between Fresno Unified School District and Fresno Teachers Association

ITEM DESCRIPTION: In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public school employer before the employer enters into written agreement with an exclusive representative. Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and Fresno Teachers Association.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

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CABINET APPROVAL: David Chavez,
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.





TENTATIVE AGREEMENT
Between the
FRESNO UNIFIED SCHOOL DISTRICT
And the
FRESNO TEACHERS ASSOCIATION

October 31, 2023

The Fresno Unified School District ("District") and the Fresno Teachers Association, ("FTA") hereby enter into this Tentative Agreement fully and finally resolving their successor contract negotiations for the 2023-2026 term.

New Article: Creation of District/Association Labor Management Partnership

1. District and Association Labor Management Partnership

The Fresno Unified School District and the Fresno Teachers Association believe that engaging in the Interest Based Bargaining (IBB) method is key to creating a collaborative relationship and rebuilding trust. Both parties are committed to creating organizational structures and processes to ensure the parties continue to work together to do what is best for students. A Labor Management Partnership ("LMP") will be established and use the IBB framework in addressing issues and concerns.

The collaborative shared decision process will ensure the partners work together in a meaningful way within a timely manner that provides consistent opportunities to work respectfully together. The partners agree to receive training from the California Labor Management Initiative and agrees that all meetings shall be facilitated by an outside, trained IBB facilitator. The partners will identify and define issues of common concern, propose, and evaluate solutions, and agree on recommendations. Once consensus on an item is reached, the parties will update the language of the collective bargaining agreement on that item to reflect the consensus agreement. Some topics shall include but shall not be limited to:

- 1.1 Class Size
- 1.2 Nurse Evaluations
- 1.3 Dual Immersion
- 1.4 Co-Design use of Professional Learning Community (PLC) and district-wide PLC training to ensure standardized practice
- 1.5 Relevant topics for Professional Learning
- 1.6 Arts Education Investments using Prop. 28 Resources
- 1.7 District Leadership Team's proposal regarding repurposing unused unrestricted general funds in the 1000 series object line as described in section 2 below.
- 1.8 Secondary English Language Development.

The process will be given the time, personal involvement, commitment, hard work, and dedication that are required to be successful. The LMP shall consist of four members selected by labor and four members selected by the district and must include the Superintendent or designee and the FTA President or their designees.

There will be monthly meetings with the Superintendent during the term of this agreement to review and discuss matters of mutual concern and administration of this agreement.

The parties agree to an organizational culture of respect based on the following principles:

- Trust in each other and the process
- Use of collaborative shared decision-making and IBB processes
- Recognition of every employee's contribution

- High expectations for all staff and students that are reasonable, clear and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all interactions
- Team building and working together as teams
- Commitment to resolving issues/problems at the lowest level possible without applying blame
- Work together to identify opportunities and initiatives to improve the wellness of FUSD employees
- Review and research with experts regarding professional learning benchmarking with other districts, and internal best practices on innovative implementation, monitoring, and evaluation of ongoing, high quality professional learning for all staff based on student needs and system priorities, including gathering input and feedback from external and internal educational partners

The Fresno Unified School District and the Fresno Teachers Association will accomplish the above with a commitment of respect and accountability at all levels of the organization and recognize this relationship is essential.

2. Pilot District Leadership Team Regarding Repurposing Unused Unrestricted General Funds In Object Line 1100

Starting in the 2024-2025 school year, in or after October following each fiscal year through the term of the agreement, a District Leadership Team, which shall be comprised of 14 total people (2 from each region, 7 Fresno Teachers Association Site Representatives and 7 District Site Leadership), shall together assess 50% of the District's savings from the object line 1100 from the previous fiscal year. Together, the District Leadership Team shall make a recommendation to the Labor Management Partnership regarding the use of the above-described funds. Such recommendations can include one-time off schedule payments, additional contributions to the JHMB health fund, or any other matter within the scope of bargaining. This provision shall not apply if the District's reserves are at or below 3% for the current year.

Article 1 – Adult Education

Modify Article 1 as follows:

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

6.1 Permanent

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

9.9.1 Part-time teachers who are required to attend PL/PLC/Department/Staff meetings shall be compensated at their per diem rate of pay. Part-time teachers who attend optional meetings shall be compensated at the supplemental rate. Part-time teachers do not have a four-hour monthly threshold to meet prior to being compensated for meeting attendance.

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10. Teaching Hours

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

- 10.1.1 The Workday shall be **480** minutes.
- 10.1.2 Instructional time shall be 330 minutes per day (55 minutes of instruction for each clock hour).
- 10.1.3 Preparation time including breaks shall be 60 minutes per day.
- 10.1.4 The Workday includes a 30-minute duty free lunch.
- 10.1.5 **Duty Day: Unit members are required to be on duty at their worksites for 7.0 hours (420 minutes) per day which shall be utilized for student instruction and other professional responsibilities as set forth in section 9 of this Article.**

Modify Schedule D as follows:

SCHEDULE D: Adult Education 185 Days (8 hour workday)

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Career Increment: Career increment of 1.6% shall be given each year from the 11th to 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of full-time service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

Effective 2024-2025, modify Career Increment for effected bargaining unit members:

21-25 Years	\$5,000
26 or More Years	\$10,000

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

Article 4 – Early Childhood Teachers and Working Conditions

Modify Article 4 as follows:

2.3 Pre-Kindergarten teachers who teach two class sessions shall have a 30 minute duty free lunch period between class sessions. This period shall be outside the four (4) hour time block required for each class section. **Pre-School teachers shall be able to submit up to eight (8) hours per class per month for extra duty hours in accordance with existing requirements. Child Development Center teachers shall be able to submit up to twelve (12) hours per class per month for extra duty hours in accordance with existing requirements.**

The balance of Article 4 shall remain status quo.

Article 5 – Class Size

Modify Article 5 as follows:

Revise Article 5's preamble to state "The provisions of this Agreement are intended to maintain **general education** class size at a reasonable and equitable level. **The District and the Fresno Teachers Association will collaboratively work on the development of a new facilities bond to address the District's various facilities needs. In the event that a facilities bond measure is approved during the term of this agreement, the District and the Fresno Teachers Association shall collaboratively design the investments of at least 33% of the awarded bond. These investments shall be used to address class size reduction, which may include expanding the number of classrooms, music spaces, workspaces, and other facilities improvements to enhance the educational environment.**

1.1 Staffing Ratios:

Effective July 1, 2024, the staffing ratios guidelines, meaning adult to student ratios, shall be:

1.1.1 PreK 1:8

1.1.2 TK 1:12

1.1.3 K-3 1:23

1.1.4 4-6 1:28

1.1.5 7-8 1:27

1.1.6 9-12 1: 28

1.1.7 Secondary Alternative Education 1:29

1.1.8 Effective July 1, 2024, elementary teacher may choose between an augmentations aide as set forth in 2.1.6.2, or receive a \$2,500 annual increase if there are between 1-3 students exceeding the classroom guidelines provided in 2.1.1, 2.1.2, and 2.1.3 starting in September after leveling for over 50% of each semester or a \$5,000 annual increase if there are 4 or more students exceeding the classroom guidelines provided in 2.1.1, 2.1.2, and 2.1.3 starting in September after leveling for over 50% of each semester. Overage to be paid at the end of each semester.

1.1.9 Effective July 1, 2024, all secondary teachers with core, CTE and Visual Arts sections which exceed the classroom guidelines provided in 2.1.4, 2.1.5, and 2.1.6 shall be compensated \$500 per section if there are between 1-3 students exceeding the classroom guidelines provided in 2.1.4, 2.1.5, and 2.1.6 starting in September after leveling for over 50% of each semester or \$1,000 per section if there are 4 or more students exceeding the classroom guidelines provided in 2.1.4, 2.1.5, and 2.1.6 starting in September after leveling for over 50% of each semester. This ratio is based upon a five (5) period day. The total annual compensation paid shall not exceed \$2,500 for 1-3 students over the guidelines or \$5,000 for 4 or more students over the guidelines. Overage to be paid at the end of each semester.

1.1.9.1 This section shall not apply for a unit member covering a class during their prep.

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2. General Education Individual Class Size Guidelines

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

2.1.1 Grade K 24 for the 2024-2025 school year

24 for the 2025-2026 school year

2.1.2 Grades 1-3 26 for the 2024-2025 school year

25 for the 2025-2026 school year

2.1.3	Grades 4-6	34 for the 2023-2024 school year
		29 for the 2024-2025 school year
		28 for the 2025-2026 school year
2.1.4	Grades 7-8	37 for the 2023-2024 school year
		31 for the 2024-2025 school year
		30 for the 2025-2026 school year
2.1.5	Grades 9-12	37 for the 2023-2024 school year
		32 for the 2024-2025 school year
		30 for the 2025-2026 school year
2.1.6	Secondary Physical Education	1:45 for the 2024-2025 school year
		1:45 for the 2025-2026 school year

2.1.6.1 The individual class size guidelines in 2.1.4, 2.1.5, and 2.1.6 above shall not apply to

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

2.1.7 The individual class guidelines in sections 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, and 2.1.6 above shall apply after the first thirty (30) instructional days have elapsed for Grades K-6, and by the first reporting period for the core curriculum classes (Math, English, Science, Social Studies, and Foreign Language, Physical Education) for Grade 7-12.

2.1.7.1 Within five (5) working days of receiving a written request by affected teacher(s), the Site Administration shall provide a written explanation regarding any classes that exceed the individual class size guidelines as described in sections 2.1.1, 2.1.2, 2.3, 2.1.4, 2.1.5, and 2.1.6 above.

2.1.7.2 In grades K-6...

2.3 The District shall commit to reassigning up to seventy-five (75)-non-classroom based unit members each year in the 2024-2025 and 2025-2026 school years back to the classroom in order to lower class sizes.

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

The balance of Article 5 shall remain status quo.

Article 14 – Duty Year

Modify Article 14 as follows:

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

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

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

The balance of Article 14 shall remain status quo.

Article 18 – Fringe Benefits

Modify Article 18 as follows:

3. Health Fund

3.1 Effective as of July 1, 2023, the District's annual per active employee contribution to the Health Fund is \$22,000 (the "Adjusted Baseline District Health Fund Contribution"). -The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

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

5. Health And Welfare And Compensation

5.1 Effective as of July 1, 2023, and for the term of this Agreement as defined in Article 60 (i.e., 2023-2026), the District's contribution to the Health Fund as set forth in Section 3 of this Article "Health Fund", shall be Adjusted Baseline District Health Fund Contribution. The parties acknowledge that the Adjusted Baseline District Health Fund Contribution reflects a \$2,370 decrease from the current guaranteed District contribution to the Health Fund (the "Original Baseline District Health Fund Contribution). On July 1, 2026, the District's contribution to the "Health Fund" as set forth in Article 18, Section 3 shall automatically increase using the Original Baseline District Health Fund Contribution by the percentage that is the effective, ongoing dollar increase to the District's base grant revenue ("BGR") actually received by the District for the 2023-2024, 2024-2025, and 2025-2026 school years, and thereafter for the applicable school year, including any ongoing deficit reduction or equalization of the BGR, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution for each active eligible employee shall not decrease year to year. The District's contribution obligation provided for in this Section 5.1 shall survive the expiration or termination of this Agreement. For illustrative purposes only, if the BGR increases by 2% each year for years 2024-2025, and 2025-2026 and the Original Baseline District Health Fund Contribution is \$24,370, on July 1, 2026, the District Health Fund contribution baseline shall be \$25,354.55 plus any increase in the 2026-2027 BGR.

5.2 If the health and welfare costs exceeds the level of the District Health Fund contribution, then immediately upon such determination, the parties shall meet and confer in order address such deficiencies. Any health care plans changes agreed to be each party must be adopted by the JHMB .

5.2 The District's contribution per active eligible employee to the Health Fund shall not be less than the amount set forth in Section 3 of this Article "Health Fund."

6. Retiree Benefits - Medical Health Plan

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

6.1.2.1 Minimum age: 57 and ½

6.1.2.2 Minimum years of service with the District: 20

6.1.2.3 Benefit coverage for employee and spouse

6.1.2.4 Benefit coverage to age 65 or age Medicare eligibility if revised by law.*

6.1.2.4.1 *The District shall provide up to **seven and one half** years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to **59.5**.

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

7.6.1.1. Health Plan Reserve Assessment: In addition to the monthly contributions provided above, all eligible active employees and pre-65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10.00 per month each, up to a maximum of \$40.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage. **Effective May 1, 2023 suspend the \$10 per month reserve assessment for all Plan Participants.**

Article 18, 4.3, 4.4, 4.5, 4.6 and 4.7 are hereby eliminated, and a new 4.3 shall state:

- 4.3 *Once the Health Fund projects that the shortfall is three percent (3%) or more, either party may request a meeting to meet and confer. This meeting must include the Superintendent and leadership as determined by the Superintendent, along with FTA leadership as determined by the FTA President. This meeting shall occur as soon as possible but must take place prior to the shortfall exceeding three percent (3%).*

The balance of Article 18 shall remain status quo.

Article 20 – Hours-Bargaining Unit Members

Modify Article 20 as follows:

1.3 Professional Learning Communities:

The purpose of Professional Learning Community time is for teachers to work together to create a continuous cycle of improvement to support student learning guided by the College and Career Ready Standards, the California Standards for the Learning Profession, and the District continuum of Standards for the Teacher Profession. Effective at the start of the 2024-2025 school year, PLC time shall be built into early release/late start within the duty day once per week. Up to one (1) meeting per month can be a staff meeting and/or a staff-wide Professional Learning. Remaining PLC meetings are for grade level, cross-grade level, departmental or intradepartmental planning and team collaboration. Efforts will be made to expand PLC to other like teaching subjects via virtual meetings. Site PLC schedules must comply with requisite number of instructional minutes identified in this Article and the Education Code, wherever higher. The parties will design PLC time with due consideration for unit member preparation time.

Site administration and the staff will seek mutual solutions that best meet student needs when planning the use of the PLCS. PLCs will establish student growth goals and provide those goals, and the methods to obtain those goals, to their site administration by the fourth week of the quarter. Site administration will provide feedback and recommendations to the PLCs in efforts to support student growth. PLCs shall provide quarterly updates to site administration on progress towards goals. All PLCs shall receive PLC+ training and shall use a goals and methods framework agreed on between the District and FTA.

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- 2.1.10 Notwithstanding the above, Principals shall have the right to convene meetings at any time when necessitated by emergencies after obtaining clearance from the appropriate Division Superintendent or his/her designee and upon providing notice of such meetings at the earliest feasible time.

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- 2.3.2 Consistent with 1.3 above, participate in Professional Learning Communities to meet team and site needs for professional learning. The majority Professional Learning/Accountable Communities time will be utilized to seek solutions for student learning challenges consistent with an accountable community model.

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Balance of Article 20 shall remain status quo.

Article 35 – Mileage Allowance

Modify Article 35 as follows:

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

The balance of Article 35 shall remain status quo.

Article 36 – Miscellaneous Provisions

Modify Article 36 as follows:

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

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9. Confidential Space

The District recognizes the need to provide adequate confidential space and space for providing student services/assessments, to respect student privacy, provide a space for therapeutic and crisis sessions, and to securely store student records. Protocols for prioritizing available space uses at sites shall be shared with the staff at the end of the school year starting with the 2023-24 school year beginning of each school year starting in the 2024-2025 school year. The plan shall identify available areas on campus for use and allow unit members affected the opportunity to discuss options with site admin prior to the finalization of spaces assigned. The prioritization of space use shall be based upon the hierarchy of student need, utilizing the following categories:

9.1 Student 5150 crisis/ Police/CPS interview

9.2 Student IEP/504/SST meetings

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

9.4 Student assessment

9.5 Student services

10. Dual Immersion

10.1 DI schools shall have equitable digital adaptive resources in ELA/Math in the instructional target language fully implemented at the start of 24-25 school year.

10.2 DI school sites shall receive the FUSD ELA/Math Scope and Sequence resources in English, Spanish, Hmong at the start of the 24-25 school year.

10.3 The District shall provide Spanish/Hmong DI curriculum and rich literature books for each grade level in all DI classrooms by the start of the 24-25 school year.

10.4 Formative, Quarterly Benchmark, Summative Assessments, Digital adaptive assessments will be aligned between Spanish/DI Assessments and EO Assessments e.g. I-Ready, FSAs by the start of 24-25 school year.

10.5 DI Quarterly Report Cards shall be available for all students by the start of the 24-25 school year.

The balance of Article 36 shall remain status quo.

Article 49 - Special Education and Health Services

Modify Article 49 as follows:

2. When assigning unit member workloads, consideration shall include, but not be limited to, student needs, student IEPs, case management, collaboration time, number of students served, service minutes, travel and set-up time between sites and professional responsibilities as set forth in Article 20.
 - 2.1 Elementary RSP schedules will be determined collaboratively between site admin & RSP teacher. Every effort will be made to ensure that the core instructional time will not be disrupted due to the RSP schedule.**
4. **Release time during the unit members 7-hour duty day for unit members to conduct IEP meetings will be made available when it is determined by the case manager, RIM, site admin or their designee that all other options are unavailable.**
 - 4.1 A unit member who voluntarily attends or conducts an IEP after the 8th hour will be paid at the per diem rate. The administrator who is attends the IEP meeting will approve the IEP continuing past the 8th hour. Payment Forms must be submitted by the unit members to the school site office manager or to the DIS department office manager for payment on an Extra-Time Time Sheet. Site administrator, or if the member is a DIS, the department manager responsible for their Extra-Time, shall approve the additional time.**
5. A reasonable effort shall be made to establish special education staffing ratios consistent with the District's staffing practices.
 - 5.1 Beginning August 1, 2024 through June 30, 2026 July 31, 2027, the District shall reduce all elementary special education combination classes to two grade spans where reasonable in light of student need, District staffing, and facility availability. The District will take reasonable efforts to preserve the ability for students to stay in their school of residence/neighborhood.**
 - 5.2 Effective August 1, 2024, the District shall assess every elementary special education combination class each academic quarter. For every elementary special education combination class that contains more than two grade spans on or after leveling the teacher of record shall receive a \$2,000 stipend per semester. This stipend shall be cumulative throughout the year, making \$4,000 the annual maximum for teachers with more than two grade spans in their combination class on or after leveling and/or on or after the fifth day of the second semester.**
 - 5.3 Beginning in the 2024-2025 school year, all special educators who do not have case management time already built into their 7-hour duty day will be given an additional two sub days per quarter. For the remainder of the 2023-2024 school year, special educators will be given an additional two days per quarter for the remaining quarters (total of six sub days).**

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

6.1 SCiAs shall be requested to support specific needs of students. Collaboratively the site administration, the RIM, the School Psychologist and the case manager/teacher, shall discuss the current interventions, recommendations and coaching necessary to support student needs. If, after implementing the agreed upon interventions and supports with provided documentation, including data collection and team agreed upon intervention timelines, it is determined these supports are still inadequate, the RIM will submit the request on behalf of the team.

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

7.1 **Special Education Advisory Committee** shall continue its joint work in addressing special education improvements. Example of items and ideas to be addressed in the committee may include and are not limited to best practices, program needs, student supports, reinvestment of funds received through Medical Billing Option and MAA Program and behavior intervention supports. Each party shall have an equal voice on the committee to improve special education services throughout the District. This committee may schedule up to **twelve (12) meeting** times during the regular school year, but may elect to meet as needed when agreed to by both parties. Meetings shall not exceed 5 days for FTA members to be out of the classroom.

7.2 **The Special Education Advisory Committee** shall be jointly chaired by a representative of the District and FTA. The FTA co-chair shall be nominated by the FTA President and approved by the FTA Executive Board. The District and FTA shall each assign six (6) members on the **Special Education Advisory Committee.**

7.3 The **Special Education Advisory Committee** shall submit a minimum of (2) two Board of Education Communication to the FUSD Board and FTA Board.

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

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

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

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

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

8.5.1 If no resolution is reached, there will be a meeting convened within 10 work days with the Instructional Superintendent's designees and the principal to determine a resolution. The

District shall secure confidential space within the District and will pay mileage to unit members if it is not at the site at which they provide services.

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

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

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

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

18.2 DIS itinerant employees shall be evaluated by trained evaluators.

18.3 DIS itinerant employees will be provided bathroom keys, a shared mailbox, and be included in school-wide email communications for each site where they provide services. DIS staff will be provided with secure storage location on site to leave their items. The District will make every attempt to keep the storage location consistent on the site when feasible.

18.4 The district will provide job-related-training for all DIS Itinerant staff each year.

18.5 DIS will have access to all Gen Ed and SpEd GVC and supplementary materials/supports as determined necessary to provide appropriate services. Student Editions and Teacher Editions will be available at the Department for review or checkout.

19. SPED Class Size or Case Management Load Guidelines

The District will strive to staff special education class sizes or case management loads according to the following guidelines. However, in recognition that these guidelines must fluctuate in light of the District's obligation to provide a free and appropriate public education, special education classroom teachers identified below shall be provided with an annual stipend of \$2,500.

19.1	Elementary RSP	1:26 Case Management
19.2	Elementary SDC/MM	1:13 Class Size
19.3	Elementary ED	1:8 Class Size
19.4	DHH SDC	1:13 Class Size
19.5	Elementary ALPs	1:8 Class Size

19.6	Secondary ALPs	1:10 Class Size
19.7	Autism Preschool, TK and K	1:8 Class Size
19.8	Autism Grades 1-2	1:8 Class Size
19.9	Autism Grades 3-6	1:10 Class Size
19:10	Pre-K DHH	1:8 Class Size
19.11	Pre-K, TK M/M SDC	1:8 Class Size
19.12	Pre-K Inclusion	1:9 Case Management
19.13	TK, K Inclusion	1:10 Case Management
19.14	Elementary Autism Inclusion	1:16 Case Management
19.15	Secondary Autism Inclusion	1:16 Case Management
19.16	Secondary ED Inclusion	1:18 Case Management
19.17	Specialty Schools Pre-K, TK, and K	1:6 Class Size
19.18	Specialty Schools Grades 1-12	1:6 Class Size
19.19	Specialty School ED 7-12	1:8 Class Size
19.20	ATP	1:8 Class Size
19.21	All DIS other than SLPS	1:26 Case Management
19.22	Secondary RSP	1:26 Case Management

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

The balance of Article 49 shall remain status quo.

Article 50 – Salary

Modify Article 50 as follows:

Total certificated compensation package consisting of the following items:

1. Salary Schedule Increases

1.1 2023-2024

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

1.2 2024-2025

Effective July 1, 2024, all Certificated Salary Schedules shall be increased by three percent (3%). All unit members shall also receive a one-time 2.5% off schedule payment.

Effective July 1, 2025, all Certificated Salary Schedules shall be increased by four and one-half percent (4.5%). All unit members shall also receive a one-time 2.5% off schedule payment.

The parties agree to meet and confer should the state allocate any ongoing non Local Control Funding Formula monies.

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

~~1.4.1 Annual \$250 for BA+90~~

~~1.4.2 Annual \$500 for MA~~

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

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

~~1.5 In addition to the Certificated Salary Schedule increase set forth above, the parties agree that if additional one time funding sources allowable for one time salary payments are included in the 2020-2021 first interim above \$2,900,000 the 2019-2020 unaudited actuals, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one time, off schedule payment of one half percent (.5%) of base salary based on the 2019-2020 salary schedule.~~

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

~~1.6.1 If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$19,386,717 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all certificated Salary Schedules effective July 1, 2021.~~

~~1.6.2 If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$19,850,613 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all certificated Salary Schedules effective July 1, 2021.~~

~~1.6.3 If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$22,786,316 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all certificated Salary Schedules effective July 1, 2021.~~

~~1.6.4 If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$25,728,943 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all certificated Salary Schedules effective July 1, 2021.~~

~~1.6.5 If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$28,664,646 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all certificated Salary Schedules effective July 1, 2021.~~

~~1.7 — These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2021-2022 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2021; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2021); and, (3) shall utilize ADA as included in the 2020-2021 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language.~~

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

1.8.1 Annual \$500 for BA+90

1.8.2 Annual \$1,000 for MA

1.8.3 Annual \$1,500 for earned Doctorate

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

~~1.9 — In addition to the Certificated Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2021-2022 first interim above \$2,900,000 the 2020-2021 unaudited actuals, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2020-2021 salary schedule.~~

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

~~1.11 — The parties agree to enter into a side letter to provide additional contingency language for 2020-2021 and 2021-2022 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$33,148,808 for 2020-2021 and over \$28,664,646 for 2021-2022.~~

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

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

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

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

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

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

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

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

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

1.15 Stipends shall be established for teachers actually serving in a position in the following areas:

1.15.1 **Effective July 1, 2024**, nurses, DIS, and Special Education classes (including RSP): \$3000 per year.

1.15.2 **Effective July 1, 2024**, bi-lingual classes: \$3000 per year.

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

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

2. Extra Pay for Extra Services (EPES):

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

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

2.3 Professional Learning

Student engagement to provide updated Extra Pay for Extra Services

Effective 2024-2025, modify Career Increment for effected bargaining unit members:

21-25 Years	\$5,000
26 or More Years	\$10,000

Make the following adjustment to Salary Schedule A Teachers, Librarians 185 Duty Days:

Effective July 1, 2024, increase Step 1 to be equal to Step 2 less \$500.

Make the following adjustment to all bargaining unit Salary Schedules:

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to

receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

The balance of Article 50 shall remain status quo.

Article 60 – Term

Modify Article 60 as follows:

1. This Agreement shall remain in full force and effect from July 1, **2023** through June 30, **2026**. All other Articles, as well as any other terms and conditions, contained in the parties' **2019-2022** Collective Bargaining Agreement **and the 2022-2023 extension** as extended herein through June 30, **2026** shall remain status quo and are hereby incorporated into this **2023-2026** successor contract.
2. In the event a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are exhausted.

2.2 The parties agree that this Agreement shall be closed for **2023-2024, 2024-2025, and 2025-2026.**

2.3 No earlier than April 1, **2026**, the parties shall exchange in writing their proposals for successor contract negotiations. The Board shall then schedule public meetings as appropriate and necessary to comply with the public notice ("sunshining") requirements set forth in Board Policy. Thereafter, the parties shall meet and negotiate over successor contract.

3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation.
4. All provisions of the previous FTA-FUSD Agreement not modified by the **2019-2022 and 2022-2023 contract extension** successor agreement shall remain in full force and effect.

The balance of Article 60 shall remain status quo.

Article 61-Transfers and Assignment

Add new section 7 titled "Assignment":

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

7.5 When teachers involuntarily change classrooms, they shall be granted two (2) days of sub leave or two (2) days of per diem pay to move.

7.6 When teachers involuntarily change school sites, they shall be granted two (2) days of sub leave or two (2) days of per diem pay to move.

The balance of Article 61 shall remain status quo.

Article 66 – Shared Decision Procedures

Modify Article 66 as follows:

Definitions/Guidelines

1. Professional Learning Community

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

Acceptable use of Professional Learning Community time shall be:

1.1.1 Strategic planning

1.1.2 Lesson design and planning, vertical and horizontal.

1.1.3 Cross-grade level planning on subject matter.

1.1.4 Discussing establishing behavioral interventions and strategies.

1.1.5 Data Analysis

1.1.6 Goal-setting for students based on quantitative and qualitative data.

1.1.7 Instructional Design

1.1.8 Collaborating on lesson design.

1.1.9 Developing and revising instruction.

1.1.10 Differentiated instruction for significant subgroups (such as Special Education, EL, Foster youth, etc.).

1.1.11 Other topics may be established by mutual agreement of faculty and administration.

1.2 Collaborative Check and Balance:

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

1.2.1 The individual voicing concerns shall be referred to the school building committee for resolution.

1.2.2 A joint, collaborative review of the use of the PLC at a site will be conducted by FTA and the District within 10 school days.

1.2.3 Either FTA or District administration may request that facilitated collaborative problem-solving be implemented at the site with affected unit members and site administrator(s), within 10 school days of Step 2.

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

2. ~~Professional Learning Community Collaboration~~

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

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

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

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

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

~~2.1.6—In the event a unit member disagrees with the application of this article, the unit member shall attempt to resolve it by an informal conference with his/her immediate supervisor first as per Article 19 (Grievance Procedure).~~

...

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

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

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

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

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

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

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

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

SAMPLE SITE MEETINGS STRUCTURE—Examples

Type of Meeting	Purpose of the Meeting	Focus of the Meeting	Examples of Meeting Outcomes/Deliverables	Who is leading the work?
Staff	Whole staff or small group meetings to improve school systems to meet the needs of all students and families	Commitment to equity, culture of learning and high expectations. Set mission, vision, values and goals for the school. Clarify the focus of various teams, roles within the teams, how to monitor the progress, and engage in dialogue with teams on the four critical questions of learning.	School mission, vision, values and goals are visible and consistently utilized. Continuous improvement cycles artifacts are visible throughout the school. School has met all state, federal and district state expectations.	Principal

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

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

	<p>Creating the conditions that promote collaboration and collective efforts based upon shared vision and commitments to improve outcomes.</p>	<p>determine solutions/ideas so all students are moving toward grade level readiness or beyond. (ie Academic discourse, lesson design, growth mindset)</p> <p>Deepen learning on the multi-tiered system of support and effective implementation plan.</p> <p>Assess for teacher teams and teachers on site or in the district who are having success to learn and accelerate evidence-based practices. Asset-based approach.</p> <p>Backward map the professional learning for the school based on the needs of all students.</p>	<p>Evidence of continuous improvement process using research-based practices to build knowledge, problem solve to ensure every student is moving toward grade level readiness.</p> <p>Literacy goals and actions are in each grade/subject level at the school.</p> <p>Evidence of continual monitoring of the effectiveness of the school's curricular, instructional and assessment practices (taught, written and tested).</p> <p>Two-way feedback from classroom observations from on and off site by teacher teams and administration to improve instructional practices.</p> <p>School wide instructional calendar demonstrates intentional planning of PL design.</p>	
		<p>Analyze tasks assigned to students to examine the level of rigor of the tasks, calibrate expectations with classroom practice and identify patterns and inequities within the school.</p>		

The balance of Article 66 shall remain status quo.

Extra Pay for Extra Services

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


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


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

EXCEPT AS SET FORTH ABOVE, ALL OTHER TERMS AND CONDITIONS OF THE PARTIES' 2019-2022 AND THE 2022-2023 CONTRACT EXTENSION AGREEMENT NOT MODIFIED BY THIS TENTATIVE AGREEMENT SHALL REMAIN STATUS QUO

Dated: October 31, 2023

Dated: October 31, 2023



 Manuel Bonilla, President
 Fresno Teachers Association


 Louis Jamerson, Executive Director
 Fresno Teachers Association

Dated: October 31, 2023


Taylor Vizthum, Bargaining Chair
Fresno Teachers Association


Dated: October 31, 2023


Robert Nelson, Ed.D., Superintendent
Fresno Unified School District

Dated: October 31, 2023


Misty Her, Deputy Superintendent
Fresno Unified School District

Dated: October 31, 2023


David Chavez, Chief of HR&LR
Fresno Unified School District

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT Fresno Unified School District

BARGAINING UNIT Fresno Teachers Association (FTA)

PERIOD OF AGREEMENT July 1, 2023 to June 30, 2026

DATE OF PUBLIC MEETING November 1, 2023

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

If a school district does not adopt all the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.

Intent of the Legislation: To insure the members of the public are informed of the major provisions of a collective bargaining agreement BEFORE it becomes binding on the school district; make available to the public and governing board, a copy of the proposed agreement prior to the day of the meeting.

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

	SETTLED or NOT SETTLED	NUMBER OF FULL TIME EQUIVALENT POSITIONS
Fresno Teachers Association - (FTA)	Settled	4535
CSEA -125	not settled	2540
CSEA-143	not settled	387
MANAGEMENT	not settled	1016
SEIU	not settled	731
SUPERVISORY/CONFIDENTIAL	not settled	98
TRADES - (IAMAW)	not settled	32
TRADES-(FTA)	not settled	117
FASTA	Settled	1950
Social Workers Unit - FTA	Settled	68

The proposed agreement covers the period beginning July 1, 2023 and ending June 30, 2026

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the CURRENT and TWO SUBSEQUENT fiscal years.

TYPE OF COMPENSATION	Current FY: 2023/24	FY 2024/25	FY 2025/26	CUMULATIVE COST CURRENT YEAR & TWO SUBSEQUENT YEARS
Salary Cost Increase	\$ 40,953,000	\$ 27,521,000	\$ 15,768,000	\$ 84,242,000
Benefit Cost Increase	\$ (853,000)	\$ 7,179,000	\$ 5,832,000	\$ 12,158,000
Other Compensation Costs		\$ 660,000	\$ -	\$ 660,000
TOTAL COST OF SETTLEMENT	\$ 40,100,000	\$ 34,700,000	\$ 21,600,000	\$ 96,400,000
Total % Increase	8.50%	3.00%	4.50%	
Cost of 1% Increase	\$ 6,600,000			

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SOURCE OF FUNDING

1) Identify the source(s) of funding for the CURRENT year.

Funding is supported by the General Fund, one-time grants, and allocation of committed resources.

2) If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in the next TWO SUBSEQUENT years? (i.e., What will allow the district to afford this contract?)

See number 3.

3) If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effect in meeting obligations.)

This agreement provides a salary increase for 23/24 of 8.5%, in 24/25 3.0% with a one-time 2.5%, in 25/26 4.5% and one-time 2.5% one-time offset with health contribution in 23/24 of \$24,370 per active member to \$22,000 for 23/24 through 25/26. The district planned a 4% salary increase in the 2023/24; 0.5% in 24/25; and 1.5% in 25/26 adopted budget. In 24/25, annual stipends shall increase from \$1,500 to \$3,000 for nurses, DIS, special education classes, and from \$500 to \$3,000 for bilingual classes; Modify career increment at 21-25 years additional \$5,000 and 26 or more years \$10,000 annually.

4) What contingency language is included in the proposed agreement? Include specific areas identified. (i.e., reopeners, applicable fiscal years, and specific contingency language)

Not Applicable.

5) Will this agreement create, increase, or decrease deficit financing in the current or two subsequent year(s)? Deficit Financing is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

While the District is deficit spending for these years, the District is utilizing some funds for one time expenditures. The District will plan appropriate adjustments in future years.

6) Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievances procedures, etc.

The duty day requires members to be on duty at their worksite for 7 hours.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

OTHER PROVISIONS

OTHER COMPENSATION: Off-schedule stipends, bonuses, etc.

Adult Education teachers will receive compensation for longevity to be the same as K-12 teachers. Class size stipends effective 24/25 - Elementary teachers will receive an annual increase of \$2,500 if there are 1-3 students and \$5,000 if there are more than 4 students exceeding classroom guidelines provided in section 2.1,.1, 2.1.2, and 2.1.3. Class size stipends effective 24/25- Secondary teachers will receive an annual increase of \$500 per semester if there are 1-3 students and \$1,000 if there are more than 4 students exceeding classroom guidelines provided in section 2.1, The district shall commit to reassigning up to seventy-five non classroom based unit members each year in 2024/25 and 2025/26 school years back to the classroom to lower class size. Class size stipend effective 24/25 - Special Education will receive an \$2,000 per semester for teacher more than 2 grade spans and all special education teachers identified in 10.1-19.1 will receive an annual stipend of \$2,500. In 24/25 eachr member will have additional \$500 for supplies and materials (increase from current \$315).

NON-COMPENSATION: Grievance procedures, staff development days, teacher prep times, etc.

Creation of District/Association Labor Management Partnership which is a collaborative shared decision process to work together. Includes 50% savings from the 1100 (teacher) object code at year end to repurpose for one-time expenses contingent upon a 3% reserve. Offer retirement benefits at age 57 1/2 and 20 years of service. Employees hired after July 1, 2005 after medicare eligible, will contribute the same as active employee rates. Home and Hospital Instruction will be reimbursed mileage from school to students home.

IMPACT ON CURRENT FISCAL YEAR

Determine the impact of the proposed agreement on the General Fund budget in the CURRENT year.

RECOMMENDED RESERVES	2.00%	Column 1	Column 2	Column 1 minus Column 2
REVENUE/EXPENDITURES and OTHER USES/SOURCES		Board Approved Budget After Settlement	Board Approved Budget Before Settlement	Total Impact On the Budget
Operating Revenues		\$ 1,704,239,908	\$ 1,704,239,908	\$ -
Operating Expenditures		1,835,584,396	1,821,884,396	13,700,000
Operating Surplus / (Deficit)		(131,344,488)	(117,644,488)	(13,700,000)
				-
Other Sources & Transfers In		5,186,409	5,186,409	-
Other Uses & Transfers Out		(9,156,409)	(9,156,409)	-
Change in Fund Balance		(135,314,488)	(121,614,488)	(13,700,000)
				-
Beginning Balance		497,319,627	497,319,627	-
Ending Balance		362,005,139	375,705,139	(13,700,000)
Total Reserve Amounts		362,005,139	375,705,139	(13,700,000)
				-
Nonspendable/Restricted/Committed/Assigned		237,065,109	237,065,109	-
Reserve for Economic Uncertainties		138,640,030	138,640,030	-
Unassigned/Unappropriated		-	-	-
Total Fund Balance		375,705,139	375,705,139	-
				-
Total Unrestricted Reserves		282,393,071	296,093,071	(13,700,000)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

State Recommended Reserves	\$	36,894,816	\$	36,620,816	\$	274,000
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DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

CERTIFICATIONS

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with the requirements of AB2756 before being submitted to the Governing Board for ratification.

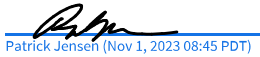
In accordance with the requirements of the Government Code Sections 3547.5, the Superintendent and Chief Business Official hereby certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.



District Superintendent
(Signature)

November 1, 2023

Date


Patrick Jensen (Nov 1, 2023 08:45 PDT)

Chief Business Official Patrick Jensen
(Signature) Chief Financial Officer

Nov 1, 2023

Date

In accordance with the requirements of the Education Code Section 42142, I hereby certify that any budget revisions that are necessary to fulfill the terms of the agreement in the current year will be submitted to the county superintendent within 45 days of the adoption of this Collective Bargaining Agreement. I further acknowledge that if the necessary budget revisions are not adopted, the county superintendent shall issue a qualified or negative certification for the District on the next interim report pursuant to Government Code Section 3547.5(c).


Patrick Jensen (Nov 1, 2023 08:45 PDT)

Chief Business Official Patrick Jensen
(Signature) Chief Financial Officer

Nov 1, 2023

Date


FTA Disclosure 11-01-23-Updated


Final Audit Report


2023-11-01


Created:	2023-11-01
By:	Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjMLmjZ5QQ_0FvABmuujvZt7vt6b6_vQP

"FTA Disclosure 11-01-23-Updated" History

 Document created by Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
2023-11-01 - 3:34:51 PM GMT- IP address: 206.78.213.107

 Document emailed to Patrick Jensen (patrick.jensen@fresnounified.org) for signature
2023-11-01 - 3:35:56 PM GMT

 Document e-signed by Patrick Jensen (patrick.jensen@fresnounified.org)
Signature Date: 2023-11-01 - 3:45:31 PM GMT - Time Source: server- IP address: 206.78.213.73

 Agreement completed.
2023-11-01 - 3:45:31 PM GMT