



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, appearing to read 'Manuel Bonilla', is written in a cursive style.

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 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
- 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 9FTA) 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 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.

## **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.