

TENTATIVE AGREEMENT
Between The
FRESNO UNIFIED SCHOOL DISTRICT
And the
FRESNO TEACHERS ASSOCIATION
June 19, 2019

The Fresno Unified School District (“District”) and the Fresno Teachers Association (“FTA”) enter into this Tentative Agreement in order to fully and finally resolve the parties’ successor contract negotiations for the 2019-2022 school years.

Article 5 – Class Size

Modify Article 5 as follows:

1. Effective July 1, 2019, reduce staffing ratios for grades 7-8 for core classes including foreign language courses to 1:28 in section 1.1.3.
2. Effective July 1, 2019, Secondary Alternative Education Class Size Guidelines for core classes, including foreign language, shall be 30.
3. Effective July 1, 2019, elementary teachers may choose between an augmentation aide as set forth in section 2.1.3.2, or receive a \$2,000 annual increase, teacher to choose at the end of the first reporting period, for having over 33 students starting in September for over 50% of the school year shall. Overage to be paid at the end of the year.
4. Effective July 1, 2019, all secondary teachers with core, CTE and Visual Arts sections in excess of 36 students starting in September for over 50% of the school year shall receive \$500 annual increase per section, or an augmentation aide, teacher to choose at the end of the first reporting period. Overage to be paid at the end of the year.
5. Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that all of the above proposed class size reductions shall terminate if for any reason there exists an inability for full funding through LCFF or successor legislation.

All other terms of Article 5 to remain status quo.

Article 16 – Evaluation and Professional Standards

Modify Article 16 as follows:

Fresno Unified School District and Fresno Teachers Association believe that the evaluation process is a valuable tool with the intent of building the capacity of all bargaining unit members and to promote professional growth of all educators. It is to this end that we are committed to the following evaluation goals:

- Recognizing the performance of outstanding employees
- Enhancing and improving performance through communication that is direct, clear, honest, immediate, frequent, and evidence based.

- Aligning professional growth to employees strengths and areas of improvement
- Providing avenues for informal and formal communication that builds relations

The parties endorse a high level of professional preparation and competence for all members of the bargaining unit. Attaining and maintaining high professional standards requires a joint commitment to provide the assistance, support, and proper teaching environment needed for the success of the bargaining unit member. Standards shall be clear and consistent. The parties shall use the California Standards for the Teaching Profession (CSTP); and the jointly developed Continuum of Standards for the Teaching Profession, which includes the CSTP Indicators (CSTP Continuum), will serve as a guide for reflective practice, continuous improvement, and evaluation.

SECTION 1 -
Evaluation

1. Evaluation: Evaluation is recognized as a desirable method to achieve the improvement of instruction, to identify skills and abilities that contribute to the success of the educational program, and to redirect skills and abilities that do not result in optimum student growth. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect

and confidence to exist between the evaluator and those evaluated. Evaluation is a process that includes an evaluation plan with established performance goals and objectives for advancement of professional practices and the completion of the evaluation instrument.

- 1.1 Probationary and temporary unit members shall be evaluated annually. Permanent and temporary unit members with more than three years' full-time service shall be evaluated at least every two years. This section shall not be construed to be in conflict with any subsequent sections of this Article.

- 1.2 Permanent unit members who have been with the District at least ten (10) consecutive years, ~~who are "highly qualified" pursuant to the laws and regulations under "No Child Left Behind" (20.U.S.C. 7801, et. seq.)~~ and whose most recent evaluation rating is "meets" standards may be evaluated up to every five years, provided the unit member and his/her evaluator consent. At any time, the unit member or the evaluator may withdraw consent to this extended cycle.

~~1.2.1 A decision to grant this extended cycle shall be made on an individualized basis by the deciding administrator.~~ ~~At the start of each school year, Human Resources shall provide each evaluator a list of their Unit Members eligible to be placed on a 5-year evaluation cycle. The 5-year cycle may be entered into at any time, and if a 5 year cycle is agreed upon by the evaluator and teacher, the form must be submitted to Human Resources by the site administrator. The 5 year cycle begins the last year the teacher was evaluated, not the year the form is signed. The following link provides additional information on the 5 year cycle procedures:~~

[insert link to Fact Sheet]

Upon request, the Association shall be provided a copy of the number and percentage of eligible unit members receiving the 5-year evaluation cycle at each site and Department.

1.2.2 Upon request, the administrator shall provide written reasons to a unit member who was denied placement on the extended cycle **within 15 working days. a reasonable period of time** The decision must be on an individualized basis, with a focus on the teacher's skillsets and abilities in relation to the CSTPs.

1.2.3 The judgment of the evaluator to place a unit member on the extended cycle is not grievable, except for an allegation that the decision was not determined on an individualized basis.

2. Evaluation Ratings:

2.1 Unit members shall receive an overall rating of "Demonstrates Expertise," "Meets Standards", "Growth Expected," or "Not Meeting Standards" in each of the six standards of the CSTP. It is the intent of the parties to encourage unit members to advance their teaching practice on a continual basis against the standards in the CSTP. This shall be pursued by using the CSTP Continuum, and by unit members developing their own individual evaluation plans that identify goals and objectives for the improvement of professional practice and student learning to be used during the course of the evaluation process. Unit members are encouraged to conduct a self-assessment to assist in identifying goals and objectives for improving their professional practice and student learning.

2.2 The judgments reached by the evaluator are not subject to the grievance procedure.

Judgments concerning the professional practice of the unit member shall be reasonably related to multiple sources of information consistent with the standards in the CSTP and the CSTP Continuum.

3. Criteria for Evaluation:

3.1 The criteria for evaluation shall be based on the Education Code, Sections 44660-44665 (Stull Act), the CSTP and the CSTP Continuum.

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

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

3.4 No unit member shall be held accountable for any deficiencies in the educational program over which he/she has no authority to correct.

4. Evaluation Plan Procedures and Timelines:

4.1 Before the close of the first three (3) weeks of the school work year, unit members to be evaluated shall be notified and be informed of his/her assigned evaluator and the name of any designee(s). The evaluatee shall be provided with the CSTP and the CSTP Continuum.

4.2 By the end of the sixth (6th) week of the school work year, each evaluatee 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.

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

4.2.2 The written Evaluation Plan, containing all performance goals, objectives and standards shall be finalized and signed by the evaluatee and the evaluator. Both the evaluator and evaluatee shall keep a copy of the final Evaluation Plan.

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

4.2.4 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.)

4.2.5 The Evaluation Plan may be revised during the course of the year by the evaluator in consultation with the evaluatee.

5. Classroom Observation Procedures and Timelines:

5.1 An observation shall include one or more of the following components: ~~District goals and objectives; individual school/department goals and objectives; and/or individual employee goals and objectives;~~ 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.

- 5.2 An observation shall include information from at least one full teacher lesson presentation and shall be followed by a conference within five (5) school days of the observation during which the evaluator and the unit member shall review the Lesson Observation Form and the evaluator's assessment of evaluatee's performance, as well as the evaluatee's progress in achieving the goals, objectives and standards identified in the evaluatee's Evaluation Plan.
- 5.3 At least one (1) observation shall occur prior to the end of each November.
 - 5.3.1 No observation shall occur within 15 work days of any prior observation, unless there is an instructionally related reason.
- 5.4 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. Such assistance and support may include one or more of the following:
 - 5.4.1 Joint development of an improvement plan with objective criteria to measure progress towards stated goals and timelines for achieving these goals.
 - 5.4.2 Release time to observe best practices, **or be provided direct instruction modeling within the unit member's classroom**, and/or attending professional development aligned to the CSTP elements in which improvement is needed.
 - 5.4.3 Release time for peer coaching related to the CSTP elements in which improvement is needed.
 - 5.4.4 An additional classroom observation by another observer selected by mutual agreement of the evaluator and the unit member to provide feedback and suggestions for improvement. The observation shall include information from at least one full teacher lesson presentation and shall be followed by a conference of the observation during which the observer, evaluator and unit member shall review the lesson observation.
- 5.5 If the evaluator determines that the cited areas which do not meet standards have reached proficient levels of practice, this will be noted in the employee's subsequent observation.
- 5.6 A panel shall be established by the District and the Association to monitor and review the overall effectiveness of the assistance and support options identified in section 5.4 above. To ensure confidentiality, the panel shall conduct its review on a system-wide basis and without reference to any individual unit member's performance.
- 5.7 The finalized formal observation form and any attachments shall be signed by the unit member and primary evaluator, with copies provided to the unit

member.

- 5.8 At least 4 formal observations shall take place prior to a “Does Not Meet Standards” rating in any area of the 6 CSTP’s on the summative evaluation.

6. Formative and Summative Evaluation Procedures and Timelines

- 6.1 A formative Evaluation shall be completed prior to the end of the first semester, If the formative evaluation rating for a permanent unit member indicates that said member is “not meeting standards,” ~~he/she~~ **the evaluatee** shall choose one of the following options:

- 6.1.1 Continue through the evaluation process with no intervention or structured assistance; or

- 6.1.2 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, 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

- 6.1.3 Request referral for peer support and assistance designed to improve professional practices and achieve proficiency.

- 6.2 The summative evaluation shall be submitted at least thirty (30) 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.

- 6.3 Whenever a permanent unit member receives a rating on his/her summative evaluation of “not meeting” or “growth expected” in any of the six (6) CSTP’s because of deficits in his/her professional practices and/or in the extent of growth in student learning, the District shall provide the unit member with a Teacher Development Plan to support and assist the unit member during the ensuing school year in improving his/her performance. The Teacher Development Plan shall include goals for improving professional practices and student learning, together with objective criteria to measure progress towards stated performance and student learning goals.

- 6.4 The evaluator and the unit member shall sign the summative evaluation, and a copy shall be given to the unit member. The unit member’s signature merely signifies acknowledgement of receipt. If the unit member refuses to sign the evaluation, it will be so noted by the evaluator on the form, along with the date on which the document was provided to the unit member.

7. The District and the Association, as needed, shall jointly develop evaluation forms which conform to the provisions of this article.

8. The evaluation procedures ~~delineated in this Article do not apply to~~ **for** Nurses, Speech/Language Pathologists, and Librarians **shall be established and implemented**

pursuant to the Side Letter Agreement below.

Side Letter of Agreement:

The District agrees to enter into a Side Letter of Agreement with the Association for the purpose of establishing:

1. A joint committee tasked with the development of evaluation forms and support procedures for Nurses, Speech/Language Pathologists, and Librarians. The joint committee's recommendations for evaluation forms and support procedures will be submitted to the District and the Association ~~within 90 work days of the initial meeting of the joint committee~~ by March 01, 2020 for implementation in the 2020-21 school year, unless the timelines for submission are extended by mutual agreement of the joint committee.
2. ~~For section 1. Above in this Side Letter, a~~ Continuum of Practice Committee comprised of equal members from both the District and the Association will review the CSTP Continuum and make recommendations consistent with 2.1 and 2.2 below that will be presented to the Professional Learning and Curriculum and Instruction Departments for agreement prior to implementation. The CSTP Indicators and Self-Assessment as agreed to by the District and Association in negotiating their 2013-2016 Collective Bargaining Agreement shall remain intact without any revisions or modifications.
 - 2.1 The Committee will review the CSTP Continuum, update the elements in order to assure alignment with the CCSS and develop strategies for engaging in conversations concerning student criterion reference test results.
 - 2.2 The Committee will develop a library of evidence/documentation to demonstrate mastery of the CSTP Continuum.
 - 2.3 By March 01, 2020, unless mutually agreed upon otherwise, the Joint Committee will review and update the library of evidence/documentation and indicators as to demonstrate mastery of the CSTP Continuum.

All remaining portions of Article 16 to stay status quo.

Article 18 – Fringe Benefits

Modify Article 18 as follows:

3. Health Fund

- 3.1 Effective as of July 1, 2017, in addition to the Health Fund contribution set forth in 5.1 of this Article, the District shall increase the annual per active employee contribution to the Health Fund for a total amount of \$17,789. Within 120 from the ratification of this Agreement by both parties, subject to JHMB approval, add

maintain a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. The District shall maintain these benefit levels (90-10 and \$2,500/\$5,000) and pay any health insurance premium increase for the employees through the term of this contract ending 2018-19, contingent upon approval from JHMB. This is contingent upon JHMB maintaining as a health plan option for employees the Kaiser Permanente health plan through the term of this Agreement. The 90-10 health insurance plan option and the \$2,500/\$5,000 out of pocket maximums shall continue beyond the term of this contract in the same manner as any other health plan option as determined by JHMB. The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

Effective as of July 1, 2019, the annual per active employee contribution to the Health Fund is \$19,348.

- 4.7 Prior to the implementation of 4.3 and/or 4.4, either party may request a meeting to meet and confer. This meeting is to include the Superintendent and leadership as determined by the Superintendent. This meeting shall not delay or interfere with JHMB implementing 4.3 or 4.4 in its responsibilities as set forth in this Article.

All remaining portions of Article 18 to stay status quo.

Article 20 – Hours

Modify Article 20 as follows:

5.2.2.2.3 Up to ~~15 48~~ days out of the traditional 180 day schedule on which the District may schedule a longer block of time (approximately 90 to 105 minutes) by combining remaining time during the Duty Day (without a 45 minute block of preparation time) and time allocated from the ~~forty-five (45) fifty-four (54)~~ hours per year pursuant to section 1.3 of this Article. The content covered during such blocks of time shall be at the direction of the District for matters such as, but not limited to, professional learning, grade level collaboration, mandated in-service training, and the “roll-out” of new curricular materials, such as new textbook adoptions, etc.

5.2.2.3 Each year elementary sites may, if supported by a vote of seventy-five percent (75%) or more of an elementary site’s teaching staff, use Preparation time set forth in this section (5.2 *et. seq.*) to satisfy the 45 hours per year as set forth in section 1.3, and the elementary site will not be required to

utilize the waiver procedures set forth in Article 66 section 3.5.

All other terms of Article 20 to remain status quo.

Article 21 – Just Cause, Due Process and Progressive Discipline Bargaining Unit Members

Modify Article 21 as follows:

1. Purpose

- 1.1 This article is to establish just cause, due process and progressive discipline for disciplinary action affecting bargaining unit members. These provisions govern discipline for all bargaining unit members and supersede California Education Code Sections 44930, et.seq. to the extent those sections would otherwise be deemed applicable.
- 1.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause". Applicable standards of "just cause" are those promulgated by the American Arbitration Association Department of Education and Training herein included as an addendum to this article. While conformance with such standards is an expectancy during all disciplinary considerations, satisfaction of such standards shall not constitute a "threshold issue" to a full merits review.
- 1.3 The parties endorse the utilization of this Agreement and the contractual grievance and arbitration proceedings. Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
- 1.4 District action to terminate employment remunerated under "Extra Pay for Extra Services" contracts as specified in this Agreement shall not be reviewable under this article unless such termination is for a disciplinable offense.

2. General Provisions:

2.1 Representation:

Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary meetings. The Association and the District shall take reasonable steps to inform employees of this right.

The District will offer an employee, prior to a disciplinary meeting, the opportunity to be accompanied by an Association representative if one is reasonably available, provided, however no claim by an employee or by the union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.

2.2 Right of Rebuttal:

Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

2.3 Acknowledgment of Receipt of Documents:

The bargaining unit member shall acknowledge receipt of all documents of a derogatory nature (as defined in Article 42, Section 4) intended for placement in his/her personnel file in the manner set forth in Article 42, "Personnel Files" of this Agreement. Notice may also be documented by utilizing registered mail to transmit true copies of documents to be filed, return receipt requested.

2.4 The content of employee evaluations is not grievable. However, commentary alleging grounds for discipline as defined in this article, if included in such evaluations under Standard 6 (Developing as a Professional Educator), is grievable on the issues of whether just cause exists for such comments, and whether steps 4.1, 4.2, and 4.3 below have been followed.

3. Grounds

Grounds for "progressive discipline" under this article shall consist of the following categories derived from the California Education Code Section 44932:

- 3.1 Immoral or unprofessional conduct;
- 3.2 Dishonesty;
- 3.3 Evident unfitness for service;
- 3.4 Violation of or refusal to obey the school laws of the State or reasonable regulations prescribed by the governing board of the District;
- 3.5 Use of alcoholic beverages or other drug abuse which makes the bargaining unit member unfit to instruct or associate with children;
- 3.6 Conviction of a felony or of any crime involving moral turpitude.

4. Levels of Progressive Discipline:

The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to improve his/her behavior and/or cease unacceptable behavior which may constitute grounds for discipline (Section 3 above). Subject to Section 4.5, administration of disciplinary action shall conform to the following progression:

4.1 Informal Level

The parties believe that disciplinary questions and/or issues are best resolved by means of objective discussion between appropriate administrative personnel and bargaining unit members. This is the first step prior to formal discipline. **Informal interventions may include verbal discussions, verbal warnings and/or written memo(s) of concern. Support and directives may include verbal coaching, modeling, observations and/or a plan for improvement. Documentation at the informal level may include emails summarizing a verbal warning and/or a memorandum of concern. Specific informal warnings cannot be escalated to a formal written warning unless the same infraction is repeated.**

4.2 Written Warnings

Written warnings issued to the bargaining unit member constitute the first level of formal discipline. Written warnings may be issued when efforts at the informal level (discussion(s) and/or memo(s) of concern) do not result in satisfactory correction of the unit member's behavior. The dates of discussion(s) and memo(s) of concern are to be attached to the written warning.

4.2.1 Informal interventions, memo(s) of concern and written warnings shall not be part of the personnel file unless they are attached as support for written reprimands or a higher level of formal discipline.

4.3 Written Reprimand

Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.

4.4 Suspensions Without Pay

A second written reprimand for placement into the bargaining unit member's personnel file, which may include a written notice of suspensions without pay [not to exceed fifteen (15) working days], shall constitute the third level of formal discipline. The District must append to the reprimand/notice of suspension any prior written warnings and/or reprimands which are to be relied upon for any purpose.

4.5 While progressive discipline levels may not be bypassed arbitrarily or capriciously, nothing in the Article shall preclude full or partial bypass of such levels for serious misconduct of such a critical nature that, in the evaluation of the arbitrator, it justifies bypassing earlier levels of progressive discipline:

4.5.1 Neither shall the provisions of this Article limit in any manner the District's decision to immediately implement dismissal or suspension (for more than fifteen (15) days) proceedings in accordance with the California Education Code;

4.5.2 If the District attempts to suspend an employee under the Code, and fails, the District is prohibited from attempting to impose any discipline under this article for the same offense;

5. Procedures and Sequence Governing Implementation of Formal Discipline:

- 5.1 Informal level progressive discipline is intended to correct the behavior(s.) If ~~interventions at the informal discussions level do not resolve the matter and the issues persist/continue/are repeated, prior to implementation of formal discipline,~~ bargaining unit members within fifteen (15) working days after the circumstances/facts were known or should have been known, ~~the unit member shall be provided with formal progressive discipline consisting of one or more of the following:~~ a written warning, reprimand and/or a Statement of Charges, as applicable, along with pertinent facts giving rise to such charges. ~~will be provided with written statements of concerns, and/or allegations along with pertinent circumstances/facts giving rise to such concerns, charges and/or allegations. Such written statements will be transmitted to the bargaining unit member within fifteen (15) working days after the circumstances/facts were known or should have been known.~~
- 5.2 After receipt of ~~the~~ a written warning, reprimand and/or a Statement of Charges, the bargaining unit member shall have ten (10) working days to request via writing or email an opportunity to meet with the ~~written statement described immediately above,~~ immediate supervisor or designee to review the written warning, reprimand and/or a Statement of Charges, to obtain clarification and/or present a response. The bargaining unit member may seek an additional extension of 5 working days to present a response. ~~the bargaining unit member shall have ten (10) working days to obtain clarification and present a response if so desired.~~
- 5.3 The supervisor shall then have ten (10) working days to consider the matter and transmit a ~~final~~ written decision to the bargaining unit member ~~as to whether the discipline will be upheld or withdrawn, communicating his/her findings on the issues in the dispute, a disposition with reasons as to whether formal discipline should be levied, and a copy of the disciplinary document, if discipline is upheld.~~
- 5.4 Bargaining unit members shall then have the right to generate full review of formal discipline documents by initiating a grievance at ~~Level III~~ Level II of the Grievance Procedure Article 19. From that point on, review will occur in conformance with the timelines and procedures delineated in the Grievance Procedure. Review of written warnings terminates at the close of Level III of the Grievance Procedure. If such warnings are subsequently attached to reprimands, (with or without suspensions), they are subject to full grievance review (through Level IV) with the reprimand/suspension.
- 5.5 Formal discipline will be implemented as follows:
- 5.5.1 ~~Written warnings and~~ reprimands (with or without suspensions) will not be placed in a bargaining unit members personnel file until exhaustion of Level III of the Grievance Procedure unless the bargaining unit member has not caused grievance review.

5.5.2 Suspensions without pay shall be limited to fifteen (15) working days and shall not be implemented prior to exhaustion of the grievance process on the matter unless the bargaining unit member has not caused grievance review.

5.6 Sealing Adverse Documentation:

Upon request of a bargaining unit member formal discipline documents in a bargaining unit member's personnel file shall be sealed if, during the two-year period following the date of the document, the bargaining unit member was not formally reprimanded or suspended and no warning letters for similar misconduct have been issued.

5.6.1 Testimony shall not be given or evidence shall not be introduced relating to matters that occurred more than four years before the date of the filing of the adverse documentation, except as provided in the Education Code.

5.7 Protocol:

The parties agree that in processing disciplinary matters under this Article, all parties involved shall endeavor to collectively establish procedures that are fair, thorough, and that allow for objective assessment of the facts and circumstances giving rise to the proposed disciplinary action. Accordingly, all parties involved will:

5.7.1 Fully and in good faith disclose all known facts, circumstances and evidence pertinent to the relevant issues; and

5.7.2 At all times maintain appropriate confidentiality, demonstrate proper interpersonal behavior, and communicate in an objective manner.

5.8 Understanding of Interpretation and Administration:

The Association and the District agree that the "Bargaining Unit Members' Just Cause, Due Process and Progressive Discipline" Article 21 should be interpreted and administered consistent with the following understanding:

5.8.1 That procedures and/or evidentiary documentation relevant to statutory dismissal proceedings are separate from the ". . . Progressive Discipline" Article. This does not imply license for the District to arbitrarily or capriciously ignore contractual provisions.

5.8.2 That the clause "reasonable regulations prescribed by the governing board of the District" (in the ". . . Progressive Discipline" Article, Section 3.4.) includes such regulations contained in the provisions of the Collective Bargaining Agreement.

5.8.3 That documents sealed in personnel files in accordance with this Agreement will be sealed in envelopes and stored in a strictly

confidential manner and placed in the personnel file. Access shall be limited to the Superintendent's designee only for possible use in dismissal proceedings or in response to an official order. Arbitrators findings concerning allegations in such documents shall be attached to the documents.

5.9 Documentation:

5.9.1 The District may use documentation models (such as FRISK – Facts, Rules, Impact, Suggestions and Knowledge) for disciplinary actions.

6. Reference to Adverse Documentation in Evaluations

6.1 Adverse documentation issued within the prior two years of the current evaluation cycle shall only be referenced in a formative or summative evaluation when related to areas of improvement/deficiencies identified in the current evaluation cycle.

6.2 Adverse documentation issued more than two years prior to the current evaluation cycle shall not be referenced in a formative or summative evaluation in the current evaluation cycle unless there is evidence of a continuing pattern of needed improvement.

7. Sunset for 2019-2022

7.1 The changes to this Article as agreed to by the parties as part of successor contract negotiations are in full force and effect for the duration of the term of this Agreement (2019/2020 through 2021/2022). At the conclusion of this Agreement, these provisions shall continue to remain in effect unless either party provides written notice of intent to revert to the 2017/2018 version of this Article.

ADDENDUM:

AMERICAN ARBITRATION ASSOCIATION'S TESTS APPLICABLE FOR LEARNING WHETHER EMPLOYER HAD JUST AND PROPER CAUSE FOR DISCIPLINING AN EMPLOYEE

Few, if any, union-management agreements contain a definition of "just cause". Nevertheless, over the years the opinions of arbitrators in innumerable discipline cases have established a sort of "common law" definition thereof. This definition consists of a set of guidelines or criteria that are to be applied to the facts of any one case. These criteria are set forth below in the form of questions.

A "no" answer to one or more of the following questions normally signifies that just and proper cause did not exist. In other words, a "no" means that the employer's disciplinary decisions contained one or more elements of arbitrary, capricious, unreasonable, and/or discriminatory action to such an extent that said decision constituted an abuse of managerial discretion warranting the arbitrator to substitute his or her judgment for that of the employer.

The answers to the questions in any particular case are to be found in the evidence presented to the arbitrator at the hearing thereon. Frequently, of course, the facts are such that the guidelines cannot be applied with slide rule precision.

THE QUESTIONS

1. Did the agency give the employee forewarning or foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?

NOTE A - Forewarning or foreknowledge may properly have been given orally by management or in writing through the medium of typed or printed sheets or books of shop rules and penalties for violation thereof.

NOTE B - There must have been actual oral or written communication of the rules and penalties to the employee.

NOTE C - A finding of lack of such communication does not in all cases require a "no" answer to Question Number One. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the company or of fellow employees, are so serious that any employee in the industrial society may properly be expected to know already that such conduct is offensive and heavily punishable.

NOTE D - Absent any contractual prohibition or restriction, the agency has the right unilaterally to promulgate reasonable rules and issue reasonable orders; and same need not have been negotiated with the union.

2. Was the agency's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?

NOTE - If an employee believes that the rule or order is unreasonable, s/he must nevertheless obey it (in which case s/he may file a grievance there over) unless s/he sincerely feels that to obey the rule or order would seriously and immediately jeopardize his or her personal safety and/or integrity. Given a firm finding to the latter effect, the employee may properly be said to have had justification for his or her disobedience.

3. Did the agency, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?

NOTE A - The agency's investigation must normally be made before its disciplinary decision. If the company fails to do so, its failure may not normally be excused on the grounds that the employee will get his or her day in court through the grievance procedure after the exaction of discipline. By that time, it is generally conceded that there has been too much hardening of positions.

NOTE B - There may, of course, be circumstances under which management must react immediately to the employee's behavior. In such cases, the normally proper action is to suspend the employee pending investigation, with the understanding that: (a) The final disciplinary decision will be made after the investigation and (b) If the employee is found innocent after the investigation, s/he will be restored to his or her job with full pay for time lost.

4. Was the agency's investigation conducted fairly and objectively?

NOTE - At said investigation, the management official may be both "prosecutor" and "judge", but s/he may not also be a witness against the employee.

5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

NOTE - It is not required that the evidence be preponderant, conclusive or "beyond reasonable doubt". But the evidence must be truly substantial and not flimsy or slight.

6. Has the agency applied its rules, orders and penalties even-handedly and without discrimination to all employees?

NOTE A - A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.

NOTE B - If the agency has been lax in enforcing its rules and orders and decides henceforth to apply them rigorously, the agency may avoid a finding of discrimination by telling all employees in advance of its intent to enforce hereafter all rules as written.

7. Was the degree of discipline administered by the agency in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the agency?

NOTE A - A trivial proven offense does not merit harsh discipline unless the employee has properly been found guilty of the same offenses a number of times in the past. (There is no rule as to what number of previous offenses constitutes a "good", a "fair", or a "bad" record. Reasonable judgment thereon must be used.)

NOTE B - An employee's record of previous offenses may never be used to discover whether s/he was guilty of the immediate or most recent offense. The only proper use of his or her record is to help determine the severity of discipline once s/he has properly been found guilty of the immediate offense.

NOTE C - Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for said offense. Thus, if employee A's record is significantly better than those of employees B, C and D, the agency may properly give a lighter punishment than it gives the others for the same offense, and this does not constitute true discrimination.

Article 49 – Special Education

Modify Article 49 as follows:

Title: Article 49 – Special Education and Health Services

The District and the Association agree that the Individuals with Disabilities Education Act (IDEA), California Education Code, and all applicable laws must be implemented with fidelity in order to protect the rights of students with disabilities which include a Free and Appropriate Public Education (FAPE) provided in the Least Restrictive Environment (LRE).

1. When **mainstreaming** including students with Individualized Education Plans into the general

education setting ~~Special Day Class Students~~ in grades K-6, District site leaders will attempt to assign students equitably amongst all classes at the appropriate grade level. ~~When including students with Individualized Education Plans into the general education setting at the secondary level, District site leaders will attempt to assign students equitably amongst programs and classes, taking into consideration the master schedule.~~

- 1.1 It is the intent of the District to notify the affected unit member(s) prior to assigning students with ~~special-needs~~ IEPs into their regular classroom.
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.~~
3. Caseloads will be determined based on student/program needs in accordance with the Education Code sections 56362 – 56362.1.
4. Released time for unit members to conduct IEP meetings shall be made available when it is determined by the ~~Administrator of the~~ Special Education ~~Office~~ Department or ~~his~~ designee that all other options are unavailable. Conditions which may trigger the use of a substitute are as follows: (1) The teacher must attend an IEP meeting away from the school site and/or (2) The only time the IEP meeting can be scheduled is during the instructional day and class coverage by school personnel is not available.
5. A reasonable effort shall be made to establish special education staffing ratios consistent with the District's staffing practices.
6. ~~The parties~~ 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).~~
7. ~~In an effort to improve communication and collaborative problem solving to include staffing, a special education committee shall be established.~~ The FTA and District will maintain a Special Education Committee (SpEC) to work collaboratively in addressing special education improvements. The side letter, originally drafted in agreement under the 2016-19 CBA, provides the steps initiated for this committee.
 - 7.1 SPEC shall continue its joint work in addressing special education improvements. Each party shall have an equal voice on the committee to improve special education services throughout the District. This committee may schedule up to eight (8) meeting times during the regular school year, but may elect to meet as needed when agreed to by both parties. Meetings shall not exceed 3 days for FTA members to be out of the classroom.
 - 7.2 The SpEC shall be jointly chaired by a representative of the District and FTA.

The FTA co-chair shall be nominated by the FTA President and approved by the FTA Board of Directors. The District and FTA shall each assign six (6) members on the SpEC.

- 7.3 The SpEC committee shall submit a minimum of (2) two written reports to the FUSD Board and FTA Board. At least twice per year, written reports will be followed with an oral presentation by the committee, which will be delivered during the Unscheduled Oral Communication portion of the Board meeting.
8. ~~Special education classroom teachers~~ Unit members serving students with IEPs will be able to utilize the same school site equipment as general education teachers and will be supported with appropriate instructional materials as aligned with the District's adopted curriculum. Such equipment shall be provided consistent with the same process utilized at school sites for all teachers.
 - 8.1 Every reasonable effort will be given to provide equal consideration for DIS and nurses when plan utilization at each school site is determined.
9. Bargaining unit members ~~will~~ shall be provided opportunity to participate in training programs based on program need either prior to or concurrently with the implementation of new or existing instructional and/or assessment programs in either special education or regular education classrooms including learning opportunities alongside general education teachers and Professional Learning Communities meetings with special education teachers and general education teachers in accordance with Article 20.
10. Any special education professional serving in an itinerant capacity shall be given appropriate travel and set-up time between sites. The District will make every reasonable effort to assign Designated Instructional Specialist (DIS) itinerant service providers' site assignments within the same region within the District.
11. Any teacher who possesses a Special Education credential and is assigned to teach in the Special Education Program shall be paid his/her per diem rate when providing services during the extended year program [i.e. between the close of one academic year and the beginning of the succeeding academic year] to a student whose IEP requires extended-year special education services that are comparable in standards, scope and quality to the special education services provided during the regular school year as outlined per a student's IEP.
12. All special education teachers assigned to serve students with IEPs shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing that specifically authorizes him/her to teach students with the primary disability within the program placement recommended in the student's IEP. (5 CCR 80046.1-80048.94).
13. The District shall provide unit members who teach students with IEPs with curriculum required to implement the annual goals, services, and/or course of study set forth

within their students' IEPs.

14. The District shall provide access to adequate assessment materials/protocols within a reasonable period of time to conduct assessments.
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.
16. 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).

All other terms of Article 49 to remain status quo.

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

- **35 Special Education teachers for class size reduction and grade span reduction**
- **43.4 FTE Paraprofessionals and Assistants**
- **9 Speech Language Pathologists**
- **2 Occupational Therapists**
- **Contracted services for 2 Occupational Therapists and 2 Physical Therapists**
- **1 Teacher for Assistive Technology**
- **2 Teacher for Orthopedically Impaired**
- **1.5 FTE Speech Language Pathologist Assistants**
- **4 Instructional Coaches**
- **2 Special Education Program Managers**
- **1 Special Education School Counselor**
- **Investment of \$420,000 in residential placements**
- **One-time investment of \$340,000 in Professional Learning**
- **One-time investment of \$1,400,000 for 4 portable classrooms and materials**

- 4 FTE in Health Services – consisting of 1 Nurse Manager, 3 Nurses
- Convert Health Assistant positions to Licensed Vocational Nurses (LVNs) as through attrition
- 1 Health Master software subscription
- 5 School Psychologists

2020-2021 and 2021-2022

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

- A total of 3 additional certificated nurses shall be hired by July 1, 2020.
- A total of 4 additional certificated nurses shall be hired by July 1, 2021.

Article 50 – Salary

Modify Article 50 as follows:

Total certificated compensation package consisting of the following items:

2019-2020

Effective July 1, 2019, all Certificated Salary Schedules shall be increased by three percent (3.0%).

In addition to the Certificated Salary Schedule increase set forth above, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one and one-half percent (1.5%) of base salary based on the 2018-2019 salary schedule.

2020-2021

The parties agree that based on the following contingency language, the Certificated Salary Schedules for 2020-2021 may be increased as set forth below:

- If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$19,692,751 above the 2019-2020 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.0% increase added to all certificated Salary Schedules effective July 1, 2020.
- If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$24,602,810 above the 2019-2020 unaudited actual LCFF Revenue Limit Sources (Line

A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase added to all certificated Salary Schedules effective July 1, 2020.

- If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$27,451,695 above the 2019-2020 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all certificated Salary Schedules effective July 1, 2020.
- If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$30,300,580 above the 2019-2020 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all certificated Salary Schedules effective July 1, 2020.
- If the District's 2020-2021 first interim LCFF Revenue Limit Sources (Line A.1.) for 2020-2021 are \$33,148,808 above the 2019-2020 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all certificated Salary Schedules effective July 1, 2020.

These contingencies are non-cumulative. The Parties agree that for purposes of determining the first interim 2020-2021 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2020; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2020); and, (3) shall utilize ADA as included in the 2019-2020 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language.

Additions to Placement on the Salary Schedule shall be increased for 2020-2021 as follows:

Annual \$250 for BA+90

Annual \$500 for MA

Annual \$750 for earned Doctorate

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

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.

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:

- 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.
- 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.
- 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.
- 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.
- 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.

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.

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

Annual \$500 for BA+90

Annual \$1,000 for MA

Annual \$1,500 for earned Doctorate

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

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.

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.

All other terms of Article 50 to remain status quo

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.

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

Article 60 – Term

Modify Article 60 as follows:

1. This Agreement shall remain in full force and effect from July 1, **2019** through June 30, **2022**. All other Articles, as well as any other terms and conditions, contained in the parties' **2016-2019** Collective Bargaining Agreement as extended herein through June 30, 2019 shall remain status quo and are hereby incorporated into this **2019-2022** 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 2019-2020, 2020-2021, and 2021-2022.**

2.3 No earlier than April 1, **2022**, 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** successor agreement shall remain in full force and effect.

Article 63 – Working Conditions

Modify Article 63 as follows:

2. Work Place Safety

2.1 Bargaining unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety which have been brought to the attention of the **site administration and/or District with safety of unit members and students being the primary concern.**

2.2 When a unit member reports unsafe or hazardous conditions, the site administration shall investigate. When the unsafe or hazardous condition is confirmed by the **site administration/District to exist, the site administration/District shall ~~take steps to~~ correct the condition within a reasonable period of time and shall expeditiously initiate corrective measures. Unit members shall be provided with a response to their report within 10 working days. Unit members will be informed when corrective measures will take extended time.**

2.3 If a unit member is attacked, assaulted or physically threatened by a student, **parent, guardian, or relative of the student** while on duty, the unit member shall report the incident in full detail to his/her immediate supervisor **within 24 hours on the day** of the incident. **(Assault includes a verbal threat which would cause a reasonable person to believe the threat could be carried out.) ~~The District shall thereafter submit a report to the appropriate law enforcement authorities.~~** The unit member may first report the incident to appropriate law enforcement at their discretion with safety

being the primary concern. If law enforcement authorities are not contacted or unable to be contacted by a unit member, the District has the responsibility to submit a report of the incident (as required by law) to appropriate law enforcement authorities within 24 hours (or as soon as reasonably practical) of the time the unit member reports it. The site administration/District shall communicate to the unit member, any step(s) taken to address the behavior(s) before there is any contact between the involved parties.

- 2.4 If a unit member leaves work during the instructional day due to the unit member being physically assaulted by a student, the District shall pay the teacher their regular pay, and the unit member shall not be charged accrued time for the remaining part of that duty day. ~~In the event a unit member needs additional time off, the unit member may utilize leave as provided in this collective bargaining agreement.~~
- 2.5 If a unit member has a safety concern about a student returning to the class after the student is subject to discipline, there shall be a joint conference between the Superintendent's designee and the unit member to address the unit member's concerns. ~~Reasonable efforts will be made to schedule a joint conference to address the concerns of all parties before the student returns to class. Absent extenuating circumstances, in more serious situations resulting in an off-campus suspension, a conference between the student, unit member and a third party (administrator, counselor or designee) shall be held prior to the student's return to the classroom.~~
- 2.6 ~~FTA and the District shall form a School Climate and Safety Committee (SCSC) to address safety concerns. While this committee's responsibilities and functions are being developed, the parties will draft a side letter that details the steps to be initiated for the SCSC between February 2018 and May 2018. The FTA and District will maintain a School Climate and Safety Committee (SCSC) to Address safety and school climate concerns. The side letter, originally drafted in agreement under the 2016-19 CBA, provides the steps initiated for this committee.~~
 - 2.6.1. ~~The School Climate and Safety Committee (SCSC) shall continue its joint work in addressing school climate and safety concerns. Each party shall have an equal voice on the committee and will work in cooperation to advance School Climate and Safety. As originally outlined in the side letter, this committee will continue to meet a minimum of four (4) times during the regular school year but may elect to meet additional time as needed when agreed to by both parties. These four (4) meetings shall be comprised of at least two (2) full day meetings and (2) evening meetings as agreed upon.~~
 - 2.6.2 ~~The SCSC shall be jointly chaired by a representative of the District and FTA. The FTA chair shall be nominated by the FTA President and approved by the FTA Board of Directors. The~~

District and FTA shall have seven (7) representatives on the SCSC.

2.6.3 The SCSC shall submit a minimum of (2) two written reports to the FUSD Board and FTA Board. At least twice per year, written reports will be followed with an oral presentation by the committee, which will be delivered during the Unscheduled Oral Communication portion of the Board meeting. The minutes and agendas of the SCSC meetings shall be submitted to the FUSD Board office and available for Trustee review.

2.7 By request, Unit members with a concern about their ability to render emergency medical aid to any student shall meet with site administration to develop a resolution to ensure those emergency medical needs are addressed.

3. Notice to Unit Members:

3.1 Pursuant to Education Code section 49079, a unit member shall be informed in writing at the time a student is enrolled in his/her class, or as soon as the administrator knows, of the student's history of violent behavior or conduct which caused, or was a threat to cause, bodily injury to another person. Any information received by a unit member pursuant to this provision shall be maintained in confidence and shall not be further disseminated by the unit member.

3.1.1 The site administration shall inform any other unit members who, in the judgment of the administration, should also be aware of a particular student's history of violent behavior or conduct, which caused, or threatened to cause, bodily injury to another person. All information regarding a particular student's history is confidential and shall not be further disseminated by the unit member. Other unit members working directly with the student should be informed.

3.1.2 Teachers shall be informed of previous discipline for all students assigned to their class based upon records that the District maintains in its ordinary course of business or receives from a law enforcement agency. The unit member shall be informed through ATLAS Student Portfolio, which is the student's official record.

3.2 The District will make every reasonable effort to notify unit members, within 24 hours of specific threats to teachers any staff, or the school site of physical violence and/or the presence of weapons or criminal activity on or in the immediate vicinity of the school site. Notification will be made for incidents which impact the school community as a whole.

4. Investigation by District

- 4.1 The District will investigate any reports of work place violence or harassment or threatened violence and reasonably pursue all avenues to provide a safe work place. ~~This investigation process should be initiated as per AR 4030 of the report being made to the site administrator or District. The investigation determination(s) shall be communicated to the unit member.~~
- 4.2 After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review evening activities in terms of time, place, and safety for all participants.

5. Suspension of Students from Classroom

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

6. Behavior/Discipline Interventions

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

[LINKS TO DISTRICT DOCUMENTS]

- 6.2 The District, educators and the SCSC will continue to work towards comprehensive behavior programs to support students across the District, including special education and Alternative Education programs.

7. Disagreement

- 7.1 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).

All other terms of Article 63 to remain status quo.

Article 65 – Designated Schools

Modify Article 65 as follows:

2. Designation of Schools

- 2.3 A total of ten (10) additional elementary schools can be designated for 2020-2021, if supported by a vote of 55% or more of a designated site's teaching staff.

All other terms of Article 65 to remain status quo.

Article 66 – Shared Decision Making

Modify Article 66 as follows:

1. ~~Accountable Community/Collaboration~~ Professional Learning Community

- 1.1 A 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.

~~The purpose of Accountable Community collaboration time is for teachers to work together to improve and 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. Professional Learning Community Collaboration

- 2.1 The purpose of professional leaning 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 for Accountable 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. ~~The site administration, in collaboration with teachers~~ Teachers in collaboration with site administrators shall determine the ~~topics for collaboration time~~ priorities and implementation process, which shall relate to but are not limited by the ~~six (6) elements of the Foundations for Accountable Communities~~ implementation of the California Common Core State Standards and evidence of student learning.

~~4.1.3 Each Accountable Community shall be facilitated by a lead teacher. Site administration will make teachers aware when a vacancy arises in the lead teacher position. The lead teacher shall be selected by the site administration, in joint agreement with teachers.~~

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:

- Examining the academic needs of the site with a focus on the learning of each student;
- Developing strategies and ideas to build on strengths and address growth in learning;
- Implementing the strategies and ideas using processes designed to improve student outcomes;
- Analyzing the impact of changes for effectiveness; and
- 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).

All other terms of Article 66 to remain status quo.

Revise Additional Service Pay Schedule as follows:

Supplemental compensation includes but is not limited to the following District assigned work:

- ~~Lead Teacher~~
- After school Collaboration
- After/before school Tutor
- Study Hall supervisor

Add the following stipends to the Extra Pay for Extra Services Schedule:

- PLC Facilitator (\$300 annually)
- PLC Instructional Lead (\$2,200 annually)

Professional Learning Community Team Meeting Structures

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.

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

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	<p>Commitment to equity, culture of learning and high expectations. Set mission, vision, values and goals for the school.</p> <p>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.</p> <p>Establish effective systems to problem solve as a staff on school structures,</p>	<p>School mission, vision, values and goals are visible and consistently utilized.</p> <p>Continuous improvement cycles artifacts are visible throughout the school.</p> <p>School has met all state, federal and district state expectations.</p> <p>Teachers confidence and competency in utilizing district</p>	Principal

		<p>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>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</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>Grade level/subject area teachers</p>

		<p>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>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>Teachers volunteering to bring video clip to prompt thinking on instructional practices (microteaching example)</p> <p>Improving craft as educators</p>	
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<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 –</p>	<p>The School Instructional Team is a problem solving</p>	<p>Commitment to equity and high expectations, a focus on teaching,</p>	<p>Each grade level/subject PLC team demonstrate a</p>	<p>The School Instructional Team</p>

<p>teachers and administration</p>	<p>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> <ul style="list-style-type: none"> • Systematically considers new and better ways of doing things. • Creating the conditions that promote collaboration and collective efforts based upon shared vision and commitments to improve outcomes. 	<p>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 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>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</p>	<p>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>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</p>	
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		school.	administration to improve instructional practices. School wide instructional calendar demonstrates intentional planning of PL design.	
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The following are elements to ensure PLC meetings are both teacher and collaborative curriculum team directed:

- Meeting norms and short and year-long goals written by PLC, aligned to school wide goals.
- Have meeting agendas and minutes turned into administration as needed to improve school wide learning.
- Have a PLC meeting facilitator – someone who will lead the meeting toward shared outcomes.
- Teacher Leaders on the Instructional Team will receive a stipend to be a key leader in the decision making process to ensure high quality instruction in every classroom.

Definition of T1, T2, T3:

- Multi-Tiered system of support (MTSS) is a comprehensive systemic approach to teaching and learning.
 - Tier 1 – Effective, standards-based, high quality and culturally relevant instruction for ALL students.
 - Tier 2 – Targeted interventions that SOME students receive in addition to Tier 1 instruction
 - Tier 3 – Intensive instruction and intervention, which is designed to serve only a FEW students based on their individual needs.

**ALL OTHER TERMS AND CONDITIONS OF THE 2016-2019 AGREEMENT NOT MODIFIED
BY THIS TENTATIVE AGREEMENT SHALL REMAIN STATUS QUO**

FRESNO TEACHERS ASSOCIATION

Dated: _____

Manuel Bonilla, President
Fresno Teachers Association

Dated: _____

Patricia Renfro, Bargaining Co-Chair
Fresno Teachers Association

FRESNO UNIFIED SCHOOL DISTRICT

Dated: _____

Paul Idsvoog, Chief, Human Resources and Labor
Relations
Fresno Unified School District