



To Whom It May Concern:

This letter is to inform you that I will be exercising my professional right to leave campus after my seven-hour Duty Day, on non-meeting days, as outlined in the Fresno Teachers Association Collective Bargaining Agreement.

As you may know, Article 20, Section 1.2 requires that educators remain on campus for seven hours and Article 20, Section 1.1 allows educators to perform their duties on or off campus at their discretion, after the seven-hour duty day. Educators are only required to stay on campus past their seven-hour Duty Day for a CBA aligned meeting.

No contract language exists to modify or extend the seven-hour Duty Day or the eight-hour Work Day. However, Article 65, Section 1.2.1 outlines how much additional instruction an educator will provide within the seven hour Duty Day, stating:

“For all affected unit members at designated schools, the number of instructional minutes within the 7.0 hour duty day as defined in Article 20, section 1.2, will be increased by one-half (.5) hour. Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half (.5) hour.

Source: Article 65, Section 1.2.1

I understand that you might have been told something different from FUSD’s central office, based on an erroneous “for illustrative purposes only” sample schedule. However, this sample schedule is not binding contract language.

If you have any further concerns, please address them with FUSD leadership or FTA leadership. If you believe that I am in violation or should face disciplinary action, please email me with the citation of a specific article and section of the CBA that I’m violating and we can schedule a meeting with district and FTA representation.