

**Tentative Agreement Between the  
Fresno Unified School District  
And The  
California School Employees Association and its Fresno Chapter 125**

**July 15, 2021**

for the 2021-2024 Successor Contract Negotiations

The following **tentative agreement between** ~~is a package proposal from the Fresno Unified School District ("District") to **and** the California School Employees Association and its Fresno Chapter 125 ("CSEA") for the parties' successor contract negotiations for the 2021-2024 term. This proposal must be accepted in full. If any part of this proposal is rejected this entire package is deemed rejected and the District is free to revert to any of its prior proposals including its initial proposal.~~

**ARTICLE 1: AGREEMENT**

This is an Agreement made and entered into this 1st day of July, 2018 **2021** between the FRESNO UNIFIED SCHOOL DISTRICT (hereinafter referred to as FUSD) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Fresno Chapter #125 or its successors (hereinafter referred to as "CSEA").

**ARTICLE 3: COMPLETION OF MEET AND NEGOTIATIONS**

3. Reopeners: For the 2019-2020 and 2020-2021 **2022-2023 and 2023-2024** school years, either party may reopen negotiations on Salary (Article 23), Fringe Benefits (Article 9) and one (1) other noneconomic article. The requesting party shall send written notice to the other of the request to reopen on or before May 1 proceeding the school year in which any changes may become effective.

**ARTICLE 8:**

3. Probationary Period:

The probationary period for new FUSD employees shall be ~~one (1) calendar year~~ **six (6) months**.

**ARTICLE 9: FRINGE BENEFITS**

Status Quo.

**ARTICLE 14: LEAVE PROVISIONS**

1. Short Term Child Rearing Leave with Differential Pay.
  - a. As provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.
    - i. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a

newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

- b. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- c. When a unit member with at least one year of District service has exhausted all available sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave.
- d. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.
- e. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
- f. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

#### ARTICLE 17: PROFESSIONAL GROWTH

9. Increment Plan:

A professional growth award will represent the completion of twelve (12) semester units or equivalent increment points.

<u>Semester Units</u>	<u>Growth Award</u>
<u>At least 12 Units</u>	<u>1</u>
<u>At least 24 Units</u>	<u>2</u>
<u>At least 36 Units</u>	<u>3</u>
<u>At least 48 Units</u>	<u>4</u>
<u>At least 60 Units</u>	<u>5</u>
<u>At least 72 Units</u>	<u>6</u>
<u>At least 84 Units</u>	<u>7</u>
<u>96 Units and Above</u>	<u>8</u>

The parties will meet to discuss increasing the stipends for the growth award no later than August 31, 2021.

## ARTICLE 19: PROMOTION

### 7. Probationary Period:

All classifications of employees in the unit will be placed on a probationary status upon appointment to a new assignment which is considered a promotion (typist clerk to intermediate clerk; library clerk to secretary, etc.). The probationary period will be for six (6) months. Should the employee's performance be less than satisfactory during this probationary period, the supervisor shall prepare a competency review with suggestions for correcting the deficiency(ies). A sufficient period of time shall be afforded the employee to correct the employee's deficiency(ies). If the employee's performance continues to fall short of the requirements of the position, he/she shall be moved back to his/her former classification and be placed in the first available vacancy in that classification. Until such vacancy occurs, the employee shall be placed on a temporary assignment for which he/she qualifies. During the period of time that the employee fills in on this temporary assignment, the salary will be that of the former permanent classification. The District will allow an employee to return to his/her former position should the employee decide, within thirty (30) calendar days, he/she wishes to return to his/her former position.

Employees in a probationary status shall not be considered for any vacancy which can be considered a promotion until all other eligible unit members are considered.

## ARTICLE 23: SALARY

### 1. Salary Increase:

~~For the 2020—2021 school year the salary schedule shall remain status quo from the 2019-2020 school year as a result of the economic uncertainty caused by the COVID-19 pandemic. If any other Union/Association in FUSD receives a general, across the board salary schedule increase, then the rate of pay will be increased to reflect that same percentage increase to the salary schedule for all bargaining unit members employed on the date this agreement is ratified by both parties.~~

**2021-2022: The parties agree that based on the following contingency language, the Salary Schedule 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 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 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 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 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 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.

Per the signed MOU between Fresno Unified and CSEA, the District will provide all permanent and probationary full-time unit members a \$3,500 one-time payment (prorated amount for permanent or probationary part-time employees) that worked on or before May 20, 2021 during the 20-21 school year.

For the ~~2020-2021~~ 2021-2022 school year, any steps on the salary schedule below the January 1, ~~2021~~ 2022 minimum wage shall be Y-Rated up to \$14.00 \$15.00 effective January 1, ~~2021~~ 2022 until otherwise negotiated by the parties.

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

<u>Annual</u>	<u>\$500 for BA+90</u>
<u>Annual</u>	<u>\$1,000 for Master's</u>
<u>Annual</u>	<u>\$1,500 for earned Doctorate</u>

\*Note: Credit for only one degree will be given.

## ARTICLE 26: TERM

1. Full Force: This Agreement shall remain in full force and effect up to and including June 30, ~~2021~~ 2024.
2. Negotiations for New Contract: Any negotiations that the Association wishes to conduct for a contract subsequent to June 30, ~~2021~~ 2024 shall commence prior to May 1, ~~2021~~ 2024.

**ARTICLE 30: PROFESSIONAL DEVELOPMENT AND TRAINING (New Article)**

**1. Professional Development Day**

**The District shall provide one classified professional development day on a yearly basis. The professional development day shall take place on Institute Day and shall be considered paid time. Employees who are scheduled to work on the scheduled training date shall be excused from their work to attend the professional development day.**

**The District shall partner with CSEA when developing the agenda for the professional development day to ensure that offerings are responsive to the training needs of classified employees.**

**Professional Development Incentive Program**

**The District proposes a professional development/professional growth incentive program to be created between the District and CSEA with the goal of supporting classified staff, particularly those in the lowest pay grades, in attaining education and professional development. The parties shall meet to begin negotiations on this item no later than August 31, 2021.**

**ARTICLE 29 – MISCELLANEOUS:**

**Modify Article 29 as follows:**

**Hours increase for 21-22**

**For the 21-22 school year only, as a result of the pandemic, the parties agree that up to 30 additional minutes will be added to employees' duty hours for employees with less than 8 hours but more than 4 hours in their regular daily duty time for the following positions:**

**Paraprofessionals;**

**LVNs (up to one hour for contact tracing and documentation);**

**Health Aides;**

**Office Assistants;**

**Attendance Clerks;**

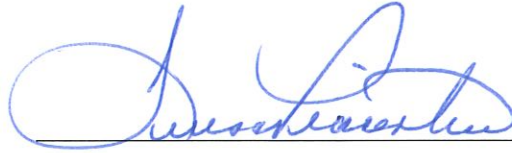
**Campus Safety Assistants;**

**Those positions designated by site/department administrators.**

**The District proposes collaborating with CSEA to develop an expedited hiring process for hard to fill CSEA 125 positions (paraprofessionals and paraeducators) to minimize disruption to District operations caused by vacancies in those positions. The parties shall meet to begin negotiations on this item no later than August 31, 2021.**

All other articles not modified by this Tentative Agreement, as well as any other terms and conditions, contained in the Parties' 2018-2021 Collective Bargaining Agreement shall remain status quo.

Dated: 7-15, 2021



Teresa Piacentini, 1<sup>st</sup> Vice President  
CSEA and its Chapter #125

Dated: 7-15, 2021



Denesa Moore, Labor Relations Representative  
California School Employee Association

Dated: 7-15, 2021



Brian Christensen, Administrator  
Human Resources and Labor Relations  
Fresno Unified School District