

TENTATIVE AGREEMENT

of the California School Employees Association (CSEA) and its Fresno Chapter #143
and the Fresno Unified School District (District)
for the 2021-2024 Successor Contract Negotiations

June 25, 2021

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 #143 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: EMPLOYEE RIGHTS

3. Probationary Period:

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

ARTICLE 12: HOURS AND OVERTIME

3. Scheduling:

C. Adjustment of Assigned Time: Any employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of his/her regular part time assignment for a period of twenty (20) consecutive working days or more or for a period of fifty percent (50%) or more of the school year shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

For the 2021-2022 school year only, for all less than 8.0 hour positions, increase the hours or work by up to 1 additional hour up to a maximum of 8.0 hours. This up to 1 hour adjustment to assigned time through this section does not expand part time employee's rights to health and welfare benefits, and only to fringe benefits as required in Education Code sections 45136 and 45137. The Parties agree that the up to 1 hour of additional time provided through this section shall automatically be eliminated at the end of the student calendar for the 2021-2022 school year without requiring the District to initiate and proceed through statutory layoff procedures.

For the 2021-2022 school year only, managers/CSS and senior assistants may volunteer by no later than July 26, 2021 to work a 261 day work year (August 2, 2021 through August 1, 2022) in order to support the pandemic year recovery winter and summer feeding program. The Parties agree that the additional days provided through this section shall automatically be eliminated on August 1, 2022 school year without requiring the District to initiate and proceed through statutory layoff procedures.

ARTICLE 14: LEAVE PROVISIONS

1. Bereavement Leave: The District may request verification from employees prior to using bereavement leave. In these cases, an employee will use other accrued leave and when verification is received, that leave will be coded as bereavement leave.

12. Sick Leave

L. When possible, employees should notify their Manager, CSS or Lead, before the start of their shift if they are going to be absent from work. Employees should notify their Manager, CSS or Lead no later than 1:30 PM the day before they return to work after being off work on a leave.

18. 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

14. 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 will meet no later than August 31, 2021 to begin negotiations on this item.

ARTICLE 23: SALARY

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.

Pursuant to the May 20, 2021 MOU between Fresno Unified and CSEA and its Fresno Food Service Chapter, this is to memorialize that the District will provide all permanent and probationary full-time unit members a \$3,500 one-time payment (prorated amount for part-time employees) that worked (paid status) during the 20-21 school year on or before May 20, 2021.

For the ~~20-21~~ **21-22** 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 per hour** 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**.

This Tentative Agreement is subject to ratification by both parties.

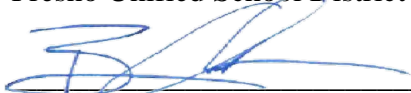
Signed:



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

June 25, 2021

Date



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

June 25, 2021

Date



Susan Arguello, President
CSEA and its Chapter #143

6-25-2021

Date



Denesa Moore, Labor Relations Representative
California School Employees Association

6-25-2021

Date