

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
FRESNO TEACHERS ASSOCIATION
REGARDING:**

- (1) THE DISTRICT-WIDE RETURN TO IN-PERSON INSTRUCTION DURING THE 2020-2021 SCHOOL YEAR;**
- (2) THE DISTRICT-WIDE RETURN TO IN-PERSON INSTRUCTION DURING THE 2021-2022 SCHOOL YEAR; AND**
- (3) SETTING A NEW TERM OF AGREEMENT 2021-2022 through 2022-2023.**

The Fresno Unified School District ("District") and the Fresno Teachers Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the District-wide return to in-person instruction during the 2020-2021 school year, the District-wide return to in-person instruction during the 2021-2022 school year and setting a new term of the Parties Collective Bargaining Agreement from July 1, 2021 through June 30, 2023.

The Parties agree to the following:

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement or the Side Letter Agreement between the Parties regarding the District-wide return to in-person instruction during the 2020-2021 school year (Side Letter Agreement) that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU or the Side Letter Agreement. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties Agree as follows:

1. Under the guidance of the local health department, the district will work collaboratively to provide opportunities for employee vaccinations and testing protocols.
2. Elementary School In-Person Hybrid Instruction 2020-2021.
 - 2.1. Elementary in-person students will attend on an AA/BB schedule alternating two days per week (i.e. A group on Tuesdays and Wednesdays and B group on Thursday and Fridays).
 - 2.2. Phased in Elementary Return to In-Person Instruction. Elementary grades Early learning, TK through 2 shall return to hybrid in-person instruction the first week of return starting on the week of April 6, 2021. Grades 3-6 will return to hybrid in-person instruction starting on the second week starting April 13, 2021.
3. Secondary In-Person Hybrid Instruction 2021-2022.

- 3.1. Secondary in-person students will attend on an AA/BB schedule alternating two days per week (i.e. A group on Tuesdays and Wednesdays and B group on Thursday and Fridays.)
- 3.2. Phased in Secondary Return to In-Person Instruction. Secondary grades 7th, 9th and 12th shall return to hybrid in-person instruction the first week of return starting on the week of April 6, 2021. Grades 8th, 10th and 11th will return to hybrid in-person instruction starting on the second week starting April 13, 2021.
4. The district will implement the return to in-person instruction plan as detailed in Sections 11.1.2 and 12.1.2 of the Side Letter Agreement when Fresno County is in the Red Tier, or a less restrictive Tier, with a first date of return set for April 1, 2021.
5. The District will make a one-time \$8.0 million contribution to the Joint Health Management Fund for the purpose of the Joint Health Management Board to work in collaboration on how the monies can be used to benefit employees with their health needs for the immediate short term during the pandemic and recovery. The Parties Agree to the following utilization of the \$8.0 million one-time contribution:
 - 5.1. Increase the current 90/10 health care option to 95/5 per the request of labor during the April 22, 2021 JHMB meeting for the period of January 1, 2022 through December 31, 2024, with the plan to be reviewed and managed by the JHMB per the language in the CBA.
 - 5.1.1. The District is not required to make any additional one-time contributions to the health fund during the period specified in section 3.1.
 - 5.1.2. The remainder of the \$8.0 million one-time contribution will go back into the Joint Health Management reserve fund.
 - 5.1.3. All health plan changes and modifications agreed upon within this MOU will be regularly reviewed and managed by the JHMB in accordance with the CBA to ensure the fiscal sustainability and stability of the plans and fund.
6. Elementary and Middle School Instructional Time 2021-2022
 - 6.1. Effective for the first semester of the 2021-2022 school year only, all elementary and middle school teachers will provide an additional 30 minutes of instructional time for students.
 - 6.1.1. For the first semester, non-designated school site teachers will be paid at their per diem rate.
 - 6.1.2. For the second semester of the 2021-2022 school year, all elementary and middle school teachers will have the option to continue to provide an additional 30 minutes of instructional time per day at their per diem rate.
 - 6.1.3. The additional 30 minutes will focus on literacy and mathematics.
 - 6.2. For Designated School Schedules per Article 65 section 1.1.1, the deadline on school site teaching staff decisions on the use of the days will be extended to June 1, 2021.
 - 6.2.1. Due to providing an additional 30 minutes of instructional time for students during the first semester of the 2021-2022 school year, Designated Schools shall reallocate 41 hours of the agreed upon Professional Development hours.
 - 6.2.1.1. Designated schedules where the staff votes for their yearly additional professional development day schedule to be 56 hours, 64 hours, 72 hours, 80 hours, the 41 hours will be deducted per 1.1.3 and remaining 15 hours, 23

hours, 31 hours, or 39 hours respectively will be scheduled per Article 65 section 1.1.1

7. High School Instructional Time 2021-2022

7.1. Effective for the first semester of the 2021-2022 school year only, all high school teachers will provide an additional 30 minutes of instructional time for students at their per diem rate. (i.e. 5 additional minutes per period)

8. High School Credit Recovery 2021-2022

8.1. Offer credit recovery sections in periods beyond the school day (ex. Period 0 and 7 at most sites) based on students who need to recover credits to get back on track for graduation and/or A-G (Ds and Fs), with a first focus on students at risk of dropping out.

8.2. Credit recovery offerings to teachers outside of the school day to provide credit recovery supports to a section of students.

9. High School and Middle School Enrichment 2021-2022

9.1. Each high school and middle school will have opportunities to provide additional extra pay contracts and supplemental contracts for quarter offerings based on teacher/student interest (i.e. 15 students sign up and weekly attendance of 80% or more)

9.1.1. Will pilot 10 sections at each Comprehensive High School.

9.1.2. Will pilot 7 sections at each Alternative and Specialty High School.

9.1.3. Will pilot 7 sections at each middle school.

10. Comprehensive Secondary School English Learner Services Supports 2021-2022

10.1. All High Schools and District identified middle school EL Service Supports shall include a combination of supports for student mentoring and tutoring such as buying out E.L. teacher prep periods, Interact Fellows and Orchid translation services.

11. Extended Learning Opportunities – Winter Session and Summer sessions 2021-2022

11.1. District will offer additional voluntary teaching opportunities through additional summer and winter sessions paid per diem based on CBA language for current summer school program.

12. Class Size for 2021-2022

12.1. For the 2021-2022 school year only, the District will add 66 FTE to reduce class size and to proactively target elementary math and literacy. Must be allocated to teach as class with a roster of students, with the exception of district identified schools without space for additional classrooms.

12.1.1. The District and FTA will work in collaboration in the design and placement of the additional FTE.

12.2. For the 2021-2022 school year only, the District will add 1 FTE per comprehensive high school targeted at 9th grade literacy. Must be allocated to teach as class with a roster of students with the exception of district identified schools without space for additional classrooms.

12.3. If additional supports are needed and resources available, the District may add up to 1 additional FTE to support 9th grade literacy and/or math.

12.3.1. Additional supports will be based on student data and student need (i.e. number of D's and F's, number of students not on grade level, etc.)

13. For the 2021-2022 school year, the District will provide an additional 2 days (Paid at per diem rate) for a voluntary PL Summit for teachers.

13.1. All members will have an opportunity to participate.

14. 2021-2022 Start of the year Buyback/Institute Days and additional teacher/leader buyback days

Date	Admin. Time	Teacher Time
Monday, August 9	Up to 5hr	Remainder of the day to plan and perform their professional responsibilities, as determined by the teachers.
Tuesday, August 10	Up to 3hr	Remainder of the day to plan and perform their professional responsibilities, as determined by the teachers.
Wednesday, August 11	Up to 3hr	Remainder of the day to plan and perform their professional responsibilities, as determined by the teacher.
Monday, September 20	Sites work in collaboration with administrators and teachers following past practice of buyback days to plan together	Sites work in collaboration with teachers and administrators following past practice of buyback days to plan together
Monday, October 11	Up to 2hr	Remainder of the day to plan and perform their professional responsibilities, as determined by the teachers.
Monday, January 10	Up to 3hr	Remainder of the day to plan and perform their professional responsibilities, as

		determined by the teachers.
Monday, February 28	Sites work in collaboration with administrators and teachers following past practice of buyback days to plan together	Sites work in collaboration with teachers and administrators following past practice of buyback days to plan together
Monday, March 21	Up to 2hr	Remainder of the day to plan and perform their professional responsibilities, as determined by the teachers.

15. 2021-2022 Student Days

Thursday, August 12	Minimum Day (i.e. last day of the school year schedule) 3.5 Hours with kids (Does not include additional 30 minutes paid at per diem)	Remainder of the day to plan and perform their professional responsibilities, as determined by the teachers.
Friday, August 13	Minimum Day (i.e. last day of the school year schedule) 3.5 hours with kids (Does not include the additional 30 minutes at per diem)	Remainder of the day to plan and perform their professional responsibilities, as determined by the teachers.

16. 2020-2021 Current District Buyback Days during the school year

- Move the current October 25 Buyback to September 20
- Move the current March 7 Buyback day to February 28

17. The Work Day will remain consistent with Article 20, Section 1.1 and The Duty Day will remain consistent with Article 20 Section 1.2 and Article 65 – Designated Schools section 1.2 with the exception of the modifications outlined in sections 6 and 7 of this MOU for the 2021 – 2022 school year.

18. School year extension 2021-2022

18.1. School year is extended to Friday, June 10, 2022 with June 10 being additional student day.

19. Meeting Hours

19.1. The number of Professional Learning hours for the 2021-2022 school year will be 27 hours of planning time per Article 20 section 1.3.

20. Social Emotional and Health Supports 2021-2022

20.1. Each elementary site will be supported by a social emotional support provider (social worker, psychologist, intervention specialist, resource counseling assistant, contracted counseling provider) to provide direct student supports and crisis intervention.

20.2. Each comprehensive middle school and high school as well as all alternative ed sites to include Clinical School Social Worker and a School Psychologist to provide individual & group counseling and crisis intervention.

20.2.1. Each school site will have a social emotional support staff member to provide support.

20.2.2. Each school site will have access and clear process to access direct services for Tier 3 issues daily.

20.3. Health Supports

20.3.1. Comprehensive school sites will be supported by a health professional every day of the week.

20.3.2. The District will hire current 21-22 budgeted nurses per CBA in this fiscal budget year.

20.3.3. District will contract to support contact tracing to allow current health staff to focus on site support.

21. Evaluations, Article 16, Evaluations and Professional Standards:

21.1. Evaluations will resume for certificated staff with the 21/22 school year.

21.1.1. When a permanent teacher on an evaluation cycle in 21/22 is meeting standards on their fall 2021 Formative Evaluation, the spring evaluation cycle will be suspended and the ratings on their fall 2021 Formative Evaluation cycle will carry over to their spring 2022 Summative Evaluation.

21.1.2. When a permanent teacher on an evaluation cycle in 21/22 is not meeting standards on their fall 2021 Formative Evaluation, the spring 2022 evaluation cycle will continue through the spring 2022 Summative Evaluation per Article 16.

21.1.3. All non-permanent teachers will complete the full 21/22 evaluation cycle, as per Article 16, Supervision and Professional Standards.

22. The District will provide all permanent full-time unit members a \$3,500 one-time payment (prorated amount for permanent part time employees)

23. Term of Agreement.

23.1. The Parties agree to sunset the current Collective Bargaining Agreement set to expire on June 30, 2022 and to enter into a new term of agreement in Article 60 – Term of Agreement for the period of July 1, 2021 through June 30, 2023 (two year term). All other Articles, as well as any other terms and conditions, contained in the parties' 2019-2022 Collective Bargaining Agreement, except as modified by this MOU, are extended herein and are hereby incorporated into this 2021-2023 successor contract.

23.2. The Parties agree that the Collective Bargaining Agreement shall be closed for the years 2021-2022 and 2022-2023.

23.3. The Parties acknowledge that Article 50 (Salary) remains in effect as set forth in the Collective Bargaining Agreement through June 30, 2022.

24. Salary for the 2022-2023 school year.

24.1. 2022-2023: The parties agree that based on the following contingency language, the Certificated Salary Schedules for 2022-2023 may be increased as set forth below:

24.1.1. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$23,792,503 above the 2021-2022 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, 2022.

24.1.2. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$26,689,116 above the 2021-2022 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, 2022.

24.1.3. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$29,585,730 above the 2021-2022 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, 2022.

24.1.4. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$32,477,180 above the 2021-2022 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, 2022.

24.1.5. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$35,373,793 above the 2021-2022 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, 2022.

24.1.6. These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2022-2023 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, 2022; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2022); and, (3) shall utilize ADA as included in the 2021-2022 "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. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

24.1.7. 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 2022-2023 first interim above the 2021-2022 unaudited actuals by \$2,900,000, 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 2021-2022 salary schedule. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

24.1.8. The parties agree to enter into a side letter to provide additional contingency language for 2022-2023 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 \$35,373,793 for 2022-2023. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

25. The District will provide one additional day of pay for all permanent employees to prepare their workspaces for the return to school. This is a current non workday (i.e. one Saturday for 12 month employees, one day during spring break for employees that work less than 12 months)

26. The Association/union agrees this is a package deal and agrees that the terms of this MOU resolve all negotiations between the Parties regarding the return to in-person instruction for the 2020-2021 and 2021-2022 school years.

27. Non-Precedent Setting

27.1. This Addendum 1 shall not be precedent setting nor form any basis for a past practice.

28. Duration

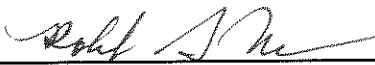
28.1. This MOU shall remain in effect from March 1, 2021 through June 30, 2023 with the exception of section 5 which will remain in effect as specified in the section.



Manuel Bonilla
President
Fresno Teachers Association

May 25, 2021

Date



Robert G. Nelson
Superintendent
Fresno Unified School District

May 25, 2021

Date