



Summary of Tentative Agreement 2022-2023

General Membership Meeting Thursday, August 19, 2022 at 4:30 via Zoom



Purpose of General Membership Meeting

In accordance with Fairfield-Suisun Unified Teachers Association governance documents, Tentative Agreements will be presented to all unit members at a General Membership meeting after an opportunity for unit members to review the documents.

Voting on the Tentative Agreements will commence one work day after the General Membership meeting and conclude within five days.

Voting on this Tentative Agreement will be electronically conducted through Simply Voting from Friday, August 19 through Tuesday, August 23, 2022 at 5:00 PM. In-person voting is available Tuesday, August 23 at the FSUTA office located at 1000 Texas Street, #D, Fairfield from 3:00 - 5:00.

Non-members may go to [FSUTA.org](https://www.fsuta.org) for a link to become a member in time to vote.

The Tentative Agreement is a comprehensive vote



All ten (10) Articles and Memorandum of Understandings (MOUs) are voted as a block. All are accepted or all are rejected.

The TA includes: Article 22 Salary and Benefits, Article 37 Special Education including two (2) MOUs on Work Year and Special Education Handbook, District Wide Collaboration MOU, Article 18 - Assignment and Transfer, Wellness Bonus MOU dated 5/31/22, Mandated Training MOU dated 5/11/22, Article 10 - Evaluation, Article 35 Speciality Schools/Programs dated 5/31/22, MOU Equalization and Evaluation, and agreement to review expired MOUs for update or deletion in October 2022.

If the TA is passed by membership, the August paychecks will reflect the increased salary. Language, unless otherwise indicated, goes into effect. Should the TA not pass, the parties will go to impasse, meaning a state mediator takes over the process. Neither party is bound by the TA and nothing goes into effect until a resolution is reached.



Information presented on the TA language - not proposals

The slides presented today are on the final language negotiated in this TA.

Some proposed language can be found in the documents provided in **bold print**.

Existing contract language or proposed language changes are struck from the contract as a ~~striketrough~~.

Existing contract language continuing is in regular text.



Procedures

At the end of each section of the presentation, questions will be answered.

If you have a question on the section being presented, write your questions in the chat box.

No verbal questions will be answered due to the number of participants.

Limit your chat to clarifying questions and not personal opinions on the TA.

Questions on the format or procedures

Please place your questions in the Chat box.



Article 22 - Salary and Benefits (Beginning July 1, 2022)



1. "Rebenching" of the salary schedule resulting in approximately a 2% increase (ongoing)
2. Increase of 3.6% on the "new" rebenched salary schedule on all salary schedules and stipends with the one time exclusion of Master's Degree and Doctorate as a percentage. Both were increased in 2022-2023 with a flat rate.
3. \$1000 off-salary (one-time money) in November 2022 and another \$1000 off-salary (one-time money) in June 2023. Prorated for less than 1.0 FTE employees
4. FSUTA and FSUSD will meet and bargain additional salary compensation and benefits no later than ten (10) days after the unaudited actuals are presented to the FSUSD Governing Board for the 2022-2023 school year (to take place likely in November, 2022). FSUTA may use this additional compensation for either 2022-23 or 2023-24 salary compensation and/or benefits.



Article 22 - Salary and Benefits (Beginning July 1, 2023)

1. Guaranteed increase on-schedule (ongoing money) of 2.5% on all rates and schedules including Master's Degrees and Doctorates.
2. If the COLA for 2023-2024 exceeds the current projected COLA of 5.38% at the Governor's May 2023 Budget Revision, and additional increase of 1% to all salary scheduled above the agreed upon 2.5%.



Article 22 - Fringe Benefits

1. Beginning July 1, 2022 FSUSD will raise the health benefits per month to \$877.00.
2. Unit Members that are married or in a domestic partnership may combine their benefits together towards a 2 Party or Family plan.
3. Beginning July 1, 2022 FSUSD will increase the cash in lieu for benefits to \$275.00 per month.
4. Taxable cash benefit of \$75.00 for those enrolled in a CalPers plan as “employee only” is dropped.

Questions on Article 22 - Salary and Fringe Benefits

Please place your questions in the Chat box.





Article 37 - New Article Special Education

Parties agree to create a new contract article - Article 37 - by placing existing Special Education language and new language in this location of the Collective Bargaining Agreement (CBA).

Caseload defined for the purposes of this Article as the number of students with IEPs for whom a special education teacher is assigned.

Special education caseload maximums are established for all current Special Education classes/programs.

Overages continue to be paid over the caseload numbers. Maximum caseload numbers are in accordance with existing contract language (21.3.b).

Article 37 - Special Education - Caseload numbers

- SCIL 14/16
- RISE 14/16
- FA (K-5) 14/16
- FA (6 - 12) 17/20
- TAP (K - 8) 16/18
- RSP 28/32 (with RSP teacher agreement)
- VOC (9-12) 17/20
- PERL (6 - 12) 14/17
- NCP (9 - 12) 17/20
- DELTA (K - 6) 14/16
- DELTA (7 - 12+) 14/17
- CARE 12/14
- SLP (TK - 12) 55
- SLP (designated Preschool) 40/40
- APE 55/55 (district average)
- Orientation and Mobility 55/55 (district average)



Article 37 - Special Education

Learning Center language struck from contract because FSUSD will no longer be using the Learning Center model.

Caseload Equalization (including Co-Teach classes) based on a grievance settlement. Parties agree to resolve the language in an MOU then return language to the CBA (contract).



MOU - Special Education - Additional Days

For Special Education unit members in elementary, K - 8, middle school settings, and High School without consult period, and excluding nurses and SLPs ...

Unit members may work up to an additional five (5) days outside of the 184-day work year or 7.25-hour work day on a mutually-agreeable work calendar based on agreements with the site administrator.

Unit members are paid per-diem for these optional days.

Expires June 30, 2024 unless renewed or extended by both parties.



MOU - Special Education - Handbook

A FSUSD Special Education handbook containing a list of the special education programs shall be provided to FSUTA and unit members in special education by January 15, 2023.

Expires June 30, 2024 unless renewed or extended by both parties.

Questions on Special Education - Article 37 and MOUs

Please place your questions in the Chat box.





MOU - District Wide Collaborative Planning

This is a two-year MOU beginning in the 2023-2024 school year and continuing in 2024-2025. It expires unless renewed or extended by June 30, 2025.

All unit members will participate in a weekly collaborative planning period except Early College and zero or seventh period members.

On Mondays, unit members may individually plan or meet with parents if no IEP's, SST's or 504's are scheduled during the unstructured time before or after the instructional day.



MOU - District Wide Collaborative Planning

- Held before or after school on Wednesday
- No reduction in instructional minutes
- Held at site
- IEP, 504, or parent meetings will not be scheduled during Collaborative time
- Both the one monthly Staff Meeting or the one monthly Grade Level/Department Meeting are a maximum of 90 minutes each. Any staff meeting or second meeting of the month that lasts longer than 60 minutes will be counted towards adjunct duty credit per Article 19.3.b
- Collaboration time shall be no less than 54 minutes



MOU - District Wide Collaborative Planning

First Wednesday of the month - Site Administration will plan collaboration

Second Wednesday of the month - Unit members will plan grade level, department or content-specific collaboration

Third Wednesday of the month - District will plan collaboration

Fourth Wednesday of the month - Unit members will plan grade level, department or content-specific collaboration

Fifth Wednesday of the month - Unit member preparation (Article 19.4)

Questions on MOU - District Wide Collaboration

Please place your questions in the Chat box.





Article 18 - Assignment and Transfer

Changes to this article include:

- Displacements caused by enrollment fluctuations and Article 21.2 shall be based on seniority within grade level bands or credentialing.
- Ties will be broken using the last four digits of members Social Security number, 9999 being most senior.
- Round 2 of the Spring displaced teacher process is discontinued.
- Prior to February 1 of each year, unit members who have applied and interviewed for a position, were offered and accepted that position shall begin the new position within 30 days of the offer.



MOU - Wellness Bonus

Each unit member who uses one or no sick leave/or personal necessity and/or COVID leave during each academic quarter shall be paid one day per diem.

Quarters end: October 18, January 20, March 31, and June 9.

Per diem pay will be on the subsequent month's pay warrant.

The MOU expires on June 30, 2023 unless extended by mutual agreement.



MOU - Mandated Training

Unit members who complete all required mandated training by the end of the first week of school (August 19) shall receive 2 hours and 15 minutes of per diem pay within two pay cycles of completion.

Time sheets are not required to receive the compensation.



Caseload Equalization and Evaluation MOUs

MOUs will be finalized when the parties resume negotiations in October, 2022.

Questions Assignment/Transfer, Wellness Bonus, Mandated Training compensation/Pending MOUs

Please place your questions in the Chat box.



Final Questions and Voting Reminders

Voting will be completed electronically using Simply Voting.

Ballots sent directly to FSUTA member's non-work emails by Simply Voting. Members who do not receive a ballot must contact fsutaoffice@gmail.com asap.

In-person voting available at the FSUTA office located at 1000 Texas Street #D, Fairfield on Tuesday, August 23 from 3:00 - 5:00.

Voting closes Tuesday, August 23, 2022 at 5:00 PM.

Majority of votes cast carry the result. If passed the TA is in immediate effect unless otherwise noted in the language. If not passed, the parties move to impasse with nothing moving forward until a resolution is achieved.

Online membership is available through a link at FSUTA.org

Good night!

