

Tentative Agreement
August 15, 2022

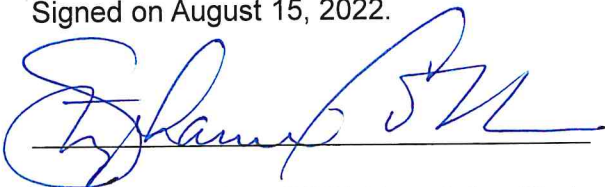
The following agreements between the Fairfield-Suisun Unified Teachers Association (FSUTA) and the Fairfield-Suisun Unified School District (FSUSD) as outlined below pertain to the 2022-2023 school year unless otherwise noted. Hence, the following shall apply: All terms and conditions in the collective bargaining agreement between FSUTA and FSUSD remain unchanged except as stated below.

1. Article 22 Salary and Benefits
2. Article 37 Special Education
 - a. MOU Special Education: Work Year
 - b. MOU Special Education Handbook
3. District Wide Collaboration MOU
4. Article 18 Assignment and Transfer
5. Wellness Bonus MOU May 31
6. Mandated Training MOU May 11
7. Article 10 Evaluation**
8. Article 35 Specialty Schools/Programs *May 31
9. MOU Equalization and Evaluation
10. The parties will review the expired MOUs for update or deletion in October 2022.

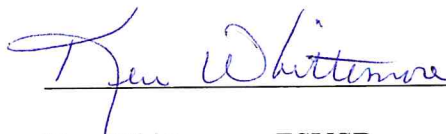
*The parties agree to continue to bargain this item to completion with a Memorandum of Understanding as closure to the Article.

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Signed on August 15, 2022.



Stephanie Cobb, F-SUTA Bargaining Chair



Ken Whittemore, FSUSD

-Article 22 Salary and Fringe Benefit

The proposal is as follows:

Beginning July 1, 2022, the parties agree to the following:

Article 22.1

1. The salary schedule as outlined in Exhibit A. This salary schedule will address cells at the lowest end of the salary schedule and will address the areas after 10, 15, and 20 years on the salary schedule which prior to this had been frozen;
2. After the “new” salary schedule is in place as demonstrated in Exhibit A, beginning July 1, 2022, a three-point ~~six~~ percent (3.6%) salary increase will be put in place on the following salary schedules:
 - a. Certificated Teacher Salary Schedule (Exhibit B)
 - b. Speech-Language Pathology **and Nurses** Salary Schedule (Exhibit C)
 - c. Adult Education Salary Schedule (Exhibit D)
 - d. Permit Teacher Salary Schedule (Exhibit E)
 - e. **All Salary Schedules and Stipends with the exclusion of the Doctorate and Master’s Stipend which will be revised to \$1785 for a Master’s Degree and \$2213 for a Doctorate.**
1. A one-time stipend of \$1,000.00 will be paid to all 1.0 FTE bargaining unit members. Bargaining unit members working less than a 1.0 FTE will be paid the portion of their contract, for example, a .50 FTE teacher would be paid \$500.00. This payout will be on November 30, 2022, to each bargaining unit member in the district accounting system as of November 1, 2022.
2. Another one-time stipend of \$1,000.00 will be paid to all 1.0 FTE bargaining unit members. Bargaining unit members working less than a 1.0 FTE will be paid the portion of their contract, for example, a .50 FTE teacher would be paid \$500.00. This payout will be on June 30, 2023, to each bargaining unit member in the district accounting system as of the last day of school, June 9, 2023.
3. Beginning July 1, 2023, a two point five percent (2.5%) salary increase will be put in place on the following salary schedules:
 - a. Certificated Teacher Salary Schedule (Exhibit F)
 - b. Speech-Language Pathology **and Nurse's** Salary Schedule (Exhibit G)
 - c. Adult Education Salary Schedule (Exhibit H)
 - d. Permit Teacher Salary Schedule (Exhibit I)
 - e. **All Salary Schedules and Stipends including Master’s and Doctoral Degrees**
5. ~~Beginning July 1, 2023: Guaranteed 2.5% increase with the contingency that if COLA comes in above 3.5% management will add COLA minus one percent (-1%) to all salary schedules. (ex: COLA comes in at 4%, 3% will be added to all salary schedules. If the COLA for the 2023-24 school year exceeds the current projected COLA of 5.38% at the Governor’s May 2023 Budget Revision, the District will add and additional 1% to all salary schedules above the already agreed upon 2.5% described in number 5.~~

6. ~~The parties agree to meet in October, 2022, to negotiate potential salary increases for the 2022-2023 school year. The parties agree to meet by in October 7, 2022 to negotiate additional ongoing salary and benefits beyond the re-benching of the salary schedule and the 3.6% on-going salary increase already agreed to above (Section 22.1) for the 2022-2023 school year.~~
7. The District proposes in addition to the above proposal to bargain the 2022-23 sunshined reopeners of Article 22 no later than ten (10) days after the unaudited actuals are presented to the FSUSD Governing Board for potential additional ongoing salary compensation and benefits for the 2022-2023 school year.
8. ~~The parties agree to reopen Article 22 during February of 2023 for negotiations for the 2023-24 school year.~~

22.2 Fringe Benefits

For medical coverage the district proposes the following:

Beginning July 1, 2022 the District will provide up to \$877.00 ~~Kaiser Single Subscriber~~ per month per employee for health benefits. Unit members that are married or in a domestic partnership may combine their benefits together towards a 2 Party or Family plan.

~~Beginning July 1, 2023 the District will provide up to \$877.00 per employee for health benefits~~

Beginning July 1, 2022, the District will increase the cash in lieu of benefits to \$275.00 per month (up from \$233.00 per month).

~~An employee will no longer have the right to choose to receive \$75.00 per month paid to them on their salary warrant as taxable cash benefit provided they are enrolled in the CalPers plan under the "employee only" coverage.~~

Signed August 15, 2022.



Stephanie Cobb, F-SUTA Bargaining Chair



Ken Whittemore, FSUSD

Article 37 - Special Education (Moved from Article 21)

~~Unit members serving students with Individualized Educational Plans (IEP) require additional language to ensure students have all their rights preserved.;~~

For purposes of Article 21(will be Article 37) , “Caseload” refers to the number of students with IEPs for whom the special education teacher is assigned. ~~Per California Education Code 56362(d), Resource Specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.~~

~~For the purposes of the classes listed below with the exception of RSP and RISE caseload and class size will be synonymous.~~

21.3 ~~Special Services~~Special Education Classes-Caseloads

21.3.a Special Education caseloads shall be as follows:

Program	Caseload Maximum	Caseload	Maximum Caseload in accordance with 21.3.b
Structured Class for Intensive Learning (SCIL) (Preschool)	18/9-10	14	16
Relationships Independence, Social Skills Education (RISE) Preschool	18/9-10	14	16
Functional Academics (FA) (K-5)	16/10-11	14	16
Functional Academics (FA) (6-12)	17/12-13	17	20
Transitional Academic Program (TAP) (K-8)	17/1011	16	18
Resource Specialist	28	28	32**
Vocational (VOC) (9-12)	17	17	20
Program for Effective Relations in Learning (PERL) (6-12)	14/12	14	17

Non-College Prep (NCP) (9-12)	17	17	20
Dynamic Education Linked to Achievement (DELTA) (K-6)	16/12	14	16
Dynamic Education Linked to Achievement (DELTA) (7-12+)	16/12	14	17
CARE	12	12	14
Speech-Language Pathology (TK-12)	55	55	55
Speech-Language Pathology (Designated Preschool Programs)	40	40	40
Speech-Language Pathology (Combined Preschool & Elementary/ Secondary)	44	44	44
Adaptive Physical Education	55*	55*	55*
Orientation and Mobility	55*	55*	55*

***Caseload Average for District**

****In accordance with 21.3.5 of contract language**

21.3.b. Individual caseload shall not exceed the following for more than twenty (20) days in any school year.

21.3.c. Caseload limits shall only be exceeded by two (2) at the **preschool, TK-5**, and three (3) at the 6-12 program levels. **Unit members receiving the additional students in this section shall receive an overage.**

21.3.d Effective July 1, 2015, class Caseload size overage will be tracked paid at \$20.00 per student, per day.

~~21.3.4 Preschool SDC class size will be no greater than eighteen (18) students per FTE preschool teacher.~~

Definitions/Programs (To be placed in the Sped Handbook that will be created with members from both parties by January 15, 2023. FSUTA will receive a copy of the SPED Handbook)

- ~~1. In Regional and Non-Regional Programs, The Special Day Class (SDC) caseload maximum for programs serving students with learning, communication, and/or cognitive disabilities will be eight (8) for Pre-K — K, sixteen (16) fourteen (14) for K-6 1-8 (Elementary Model) and seventeen (17) fourteen (14) for 7-6-12 Secondary grade level programs.~~
 - ~~2. a. Seriously Emotionally Disturbed (SED) caseload maximum will be twelve (12) for elementary and fourteen (14) for 6-8 and 9-12.~~
 - ~~b. When caseload reaches eight (8) for elementary and ten (10) for 6-8 and 9-12, the unit member may initiate the Caseload/Class Size Resolution Procedure. Except, elementary SED classes involved in the Program for Effective Relationships and Learning (PERL) Program shall be staffed with 12 hours of instructional assistance time daily at the start of the school year, for unit members in the PERL program for the entire year. Therefore, for the PERL Program, as class caseloads increase throughout the school year, additional instructional assistance time shall not be provided, unless specified by an individual student's Individual Educational Plan (IEP).~~
- ~~RSP Elementary: RSP unit members shall only teach and provide services for their students on their caseload for pull outs and push in. Unit members who are at split assignments should base their caseload assignments on weekly minutes vs. daily minutes to accommodate schedules and provide the best possible services to their students on their caseload.~~
 - ~~RSP Secondary: All students on a caseload must be enrolled in a class/program taught by their case manager.~~
 - ~~Resource (or RSP) — generally indicates that the student has less than 50% of their day in a special education setting~~
 - ~~Learning Center — Pre K, Elementary and K8 — Non-cat SDC at the elementary level the student is in a special education setting for more than 51% of their day~~
 - ~~Non-Categorical SDC (non-cat) — students who require 51% of their day in a special education setting — Kdg ONLY~~
 - ~~Categorical SDC (cat) — students who require more than 51% of their day in restrictive SDC setting (such as an FA, PERL or SCH-TAP class)~~
 - ~~Functional Academic (FA) — usually students with a special education disability of MR. These students receive life skills and are very low academically. These are SDC students~~
 - ~~Vocational (Voc) — High School - Voc students receive life skills, work skills, they are very low academically due to many factors, and they are on a certificate of completion track. All three comprehensive high schools have this program.~~
 - ~~PERL — This program is for our high functioning students with autism and students with a special education disability of Emotionally Disturbed. This is also a regional program~~

(SELPA makes placements as well as the District). This is the most restrictive placement FSUSD has on its comprehensive campuses.

- ~~SCIL~~—Pre-K program for students with autism
- ~~TAP~~—Elementary program for students with autism
- ~~RISE~~—Pre-K program for low functioning students
- ~~PHOENIX~~—The most restrictive comprehensive program in the District—for students with behavioral and emotional issues. A step up from NPS.
- ~~DELTA~~—This program is for our severely delayed students with behavioral and emotional issues
- ~~Non Public School (NPS)~~—The most restrictive placement for any FSUSD student. Students are placed in a NPS after all interventions at the comprehensive site have been exhausted.
- ~~Non College Prep NCP~~—NCP is for students who were not successful in RSP because their functional levels require minor modifications to the curriculum (Not from the task force)
- ~~CARE~~—Special Education CARE is an intensive diagnostic program to assist students in learning and implementing behavior and social emotional skills in order to be successful in the general education classroom
- ~~CASE Review~~—The purpose of the District Case Review is to provide intervention support and recommendations to site IEP teams for students struggling in their current placements.

~~Vocational/Non-Regional Non-College Prep (NCP)~~

• ~~Grades 9 – 12~~ ————— ~~Caseload~~ — ~~14 Students~~

~~Non-Regional Special Day Classes~~

• ~~RISE (Preschool)*~~ ————— ~~Caseload~~ — ~~8 Students~~
• ~~SDC Pre K – K~~ ————— ~~Caseload~~ — ~~8 Students~~
• ~~SDC Grades 1 – 8 (Elementary Model)~~ — ~~Caseload~~ — ~~14 Students~~

This section is also included in Article 21 Class Size

~~Regional Programs:~~

~~Regional Programs DELTA, RISE and SCIL programs shall have the ratio of 2:1 students per adult~~

~~* RISE (Preschool) Program also maintains this ratio~~

~~SCIL (Preschool)~~ ————— ~~8 Students~~

~~Functional Academics (FA)~~

~~Grades K-8 (Elementary Model)~~ ————— ~~Caseload~~ — ~~8 Students~~

~~Grades 9-12~~ ————— ~~Caseload~~ — ~~8 Students~~

~~TAP~~ _____ ~~Caseload~~ _____ ~~8 Students~~

~~PERL~~

~~Grades K-8(including Middle School)~~ _____ ~~Caseload~~ _____ ~~8 Students~~

~~Grades 9-12~~ _____ ~~Caseload~~ _____ ~~8 Students~~

~~DELTA~~

~~Grades K-8~~ _____ ~~Caseload~~ _____ ~~8 Students~~

~~Grades 9-Adult~~ _____ ~~Caseload~~ _____ ~~12 Students~~

~~37.xxxx Consult Period (Moved from Proposal A-16)(Would get a new number)~~

~~a. Secondary unit members assigned a caseload shall be given a consult period to conduct case management duties in addition to prep time from Article 19.4. Unit members in regional programs will follow 37.xxxx.b.~~

~~b. Elementary unit members including Preschool assigned a caseload shall be given one (1) workday of caseload management time per every ten (10) workdays in addition to prep time from Article 19.4.~~

~~21.3.5 Resource Specialist Program/Learning Center:~~

Per Education Code - 28 students. Upon approval by both the RSP teacher and the District, the RSP caseload may be increased to a maximum of 32 students with the application of the state-approved waiver process. Resource Specialist Program caseload includes responsibility for completion of mandated annual and three-year review IEPs. At sites with more than 1 FTE RSP teacher, "caseload" may be split with agreement by the staff members involved and the program supervisor, so a staff member has an IEP assessment and paperwork caseload greater than 28, concurrent with reduced instructional contact. However, at no time may the combined "caseloads" at the site be greater than 28 students per FTE RSP teacher without application for a state-approved waiver.

~~Notwithstanding the education code limit on Resource Specialist caseload, elementary Resource Specialist teachers in a learning center shall have a caseload limit of 22 students. This reduced caseload is to ensure that the Resource Specialist/Learning Center teacher has the opportunity to consult and collaborate with other staff to address the needs of students and to provide in-class support in the general education classroom, as appropriate.~~

~~6. Designated Instructional Services: 55 District average caseload (Speech and Language, Adaptive P.E., Orientation and Mobility):~~

- ~~21.3.b Class size maximums will remain as of present or as defined by Code. Any variance in class size ratio due to the impact of legislation after the ratification of this agreement will be subject to negotiations.~~
- 21.3.c Effective July 1, 2015, Class size overage will be tracked at \$20.00 per student, per day. See Appendix FF for guidance on paying overages. (This will be moved to Article 21.2 b current 21.2 becomes 21.2a)

0. ~~Special Education Learning Centers (To be placed in APPENDIX JJ)~~

~~a. In a Learning Center setting, SDC students will be weighted at 1.75 per student and RSP students as one (1.0) per student when calculating weighted case management and weighted instructional caseloads.~~

~~a. The weighted case management caseload shall not exceed 22 (twenty-two) per individual Learning Center teacher unless agreed to by the teacher.~~

~~b. If in compliance with the site's School Based Coordination Plan, students without IEPs may be included on a Learning Center teacher's weighted instructional caseload for RSP level services. These students without IEPs shall count as one (1.0) on the Learning Center teacher's weighted instructional caseload. At no time shall the weighted instructional caseload exceed 22 (twenty-two) when students without IEPs are included as part of that caseload.~~

~~c. For the purpose of this Article 21.4, the following definitions apply:~~

~~Learning Center - One of a continuum of service delivery models available to Special Education students. A Learning Center is a setting where one or more Learning Center teachers jointly provide services to both SDC and RSP students who are assigned to general education classrooms for a period of time indicated on the students' Individualized Educational Plan (IEP). Weighted case management caseload - The students, weighted as per 21.4.a., for whom a Learning Center teacher has the responsibility for planning and writing Individual Education Plans as well as monitoring the students' progress toward achievement of IEP goals and objectives through observation, collaboration and/or assessment.~~

21.5 Speech and Language Therapists / Pathologists

The Association and the District agree that it is the purpose and the intention to fill all open Speech and Language Therapist positions with qualified full-time and/or part-time unit members.

Caseload

- a. The District and the Association agree to a maximum caseload for Speech and Language Therapists. After a grace period of ten (10) days of student attendance, from the beginning of the school year or the beginning of each semester, ~~for grades 7-12, individual caseloads shall not exceed the following maximums~~
 1. ~~Elementary and Secondary-55 maximum caseload~~
 2. ~~Preschool-40 maximum caseload~~
- b. Speech and Language Therapist unit members whose caseload exceeds the maximum caseload shall be paid at the same rate already established for the other unit members who exceed ~~class-size~~ **caseload** limits.
- c. Due to the current crisis in finding credentialed speech therapists, the Association and the District recognize that there may be a need to temporarily employ ancillary Speech and Language Therapists from other agencies until the requisite number of full-time Speech Therapist unit members can be employed. The District and the Association shall meet at least annually to determine the needs for such ancillary Speech and Language Therapists.
- d. The District shall first assign Speech and Language Therapists to no more than two (2) sites. If this assignment configuration proves inoperable, the next step shall be assigning ancillary Speech Therapists to alleviate the problem. If, after this adjustment, it is still not possible to assign Speech Therapists to no more than two (2) sites, their assignments to the increased sites shall be done in a fashion to create the least impact on the Speech Therapist caseload.
- e. Speech and Language Therapists assigned to multiple sites shall not be placed on the school site's yard duty schedule due to I.E.P. meetings, travel time, and the flexibility needed to schedule services for students.
- f. ~~The Association and District shall re-establish the Speech and Language Committee and shall meet at least quarterly to address the needs of Speech and Language therapists as listed below. The Association shall appoint three (3) unit members and the District shall appoint three (3) administrators to the Speech and Language Committee.~~

~~The Committee shall begin meeting no later than October of each school year and report to the bargaining parties on an ongoing basis regarding:~~

1. ~~Development, implementation and assessment of the Three-to-One Program.~~

~~2. Recruitment and retention of Speech and Language Therapists -- the Committee shall investigate the possibilities of the District acting alone or in a consortium, setting up a credentialing program and other incentives for current unit members and outside candidates to become Speech and Language Therapists.~~

~~3. Work site issues designed to improve the ability of therapists to deliver services and alleviate them from clerical tasks.~~

~~4. Explore ways to weigh students for more effective services.~~

~~0. Other issues as deemed necessary by the Speech and Language Committee.~~

0. Caseload Equalization

For the purpose of equalizing teaching loads, the following shall be implemented within twenty (20) teaching days at the beginning of each school year, or at the beginning of each semester as follows:

a. Resource specialist program students in the elementary TK-8 grade shall be divided equally at the beginning of the year among classes at any given grade level plus or minus one (1) student. Students receiving resource specialist services may be grouped in general education classes with annually renewed mutual agreement between affected general education teachers and the Special Education teacher with input from the prior school year's teacher, as appropriate, with the subsequent approval of the site administrator. ~~Unit member caseloads shall not be reassigned or transferred to complete incomplete IEP's.~~

~~A student shall remain on the case manager's caseload unless the student is exited from Special Education, redesignated to another program or the teacher resigns or is on extended leave. Any students reassigned will be considered an overage regardless of current caseload.~~

b. Resource specialist program students in the secondary 6-12 grade shall be divided equally among classes in any given subject area plus or minus one (1) student within the constraints of scheduling. ~~Unit member caseloads shall not be reassigned or transferred to complete incomplete IEP's.~~

~~A student shall remain on the case manager's caseload unless the student is exited from Special Education, redesignated to another program or the teacher resigns or is on extended leave. Any students reassigned will be considered an overage regardless of current caseload.~~

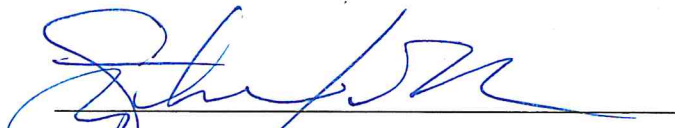
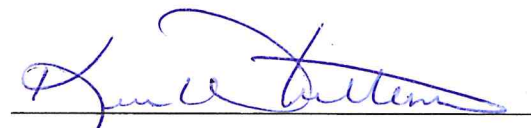
c. Resource Specialist program students in secondary grades 6-12 that have co-teach Specialized Academic Instruction (SAI) services in their IEP shall be

divided equally among the co-teach sections plus or minus one (1) within the constraints of scheduling. Resource Specialist program students that have co-teach SAI services in their IEP shall not exceed 30% of the total class enrollment for any co-teach section. The 30% cap only applies to resource specialist program students in a co-teach section that have that co-teach section's content-specific co-teach SAI service in their IEP. ~~Students with IEPs that include the specific language of being in a co-taught class as an offer of FAPE will be balanced within +/- 1 student among all the co-taught sections. These classes are balanced at the beginning of the year and at the semester but may be out of balance during a semester based on newly enrolled students or dropped students. There will be no more than 30% of students in a co-taught class with IEPs.~~

~~Students with IEPs that do NOT include the specific language of being in a co-taught class as an offer of FAPE will be balanced within +/- 1 student among all the non co-taught sections. These classes are balanced at the beginning of the year and at the semester but may be out of balance during a semester based on newly enrolled students or dropped students.~~

~~Therefore, the number of students with IEPs between co-taught and non co-taught sections may be out of balance but will be in balance within the co-taught sections or non co-taught sections respectively. (MOU to revise 21.5.8.c.)~~

Signed August 15, 2022


Stephanie Cobb, FSUTA
Ken Whittemore, FSUSD

Memorandum of Understanding

Between
Fairfield Suisun Unified School Teachers Association
And
Fairfield Suisun Unified School District
Special Education
August 15, 2022

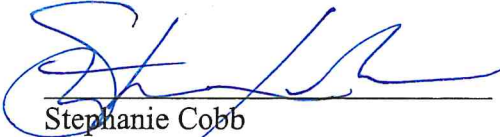
The parties come to this agreement to address current issues in recruiting and retaining special education educators. It is further agreed that this agreement does not address both class size issues or time commitments faced at the elementary level for special education educators.

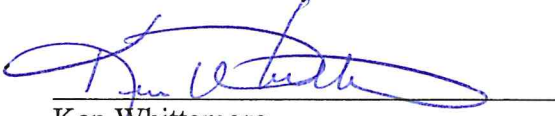
The parties agree to the following for Special Education unit members in elementary, K-8, middle school settings, and High School without consult period, and, excluding nurses and speech and language pathologists:

- 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 established through consultation with the unit member's site administrator. These work days or additional work hours will be paid at the unit members per diem rate.

This memorandum of understanding shall remain in effect until June 30, 2024, unless renewed or extended by mutual written consent of the FSUSD and FSUTA. This MOU is subject to ratification.

Signed on August 15, 2022


Stephanie Cobb
FSUTA Bargaining Chair


Ken Whittemore
Assistant Superintendent, Human Resources

Memorandum of Understanding
Between
Fairfield Suisun Unified School Teachers Association
And
Fairfield Suisun Unified School District
Special Education Programs/Definitions
August 15, 2022

FSUSD and FSUTA agree that the FSUSD Special Education Handbook (Handbook) containing a list of the special education programs shall be provided to FSUTA and unit members in special education by January 15, 2023.

This memorandum of understanding shall remain in effect until June 30, 2024, unless renewed or extended by mutual written consent of the FSUSD and FSUTA.

This MOU is subject to ratification.

Signed on August 15, 2022


Stephanie Cobb

FSUTA Bargaining Chair


Ken Whitemore

Assistant Superintendent, Human Resources

**Memorandum of Understanding
Between
Fairfield Suisun Unified School District (FSUSD)
And
Fairfield Suisun Unified School Teachers Association (F-SUTA)
Collaborative Planning Period
August 15, 2022**

This Memorandum of Understanding (MOU) is between FSUSD and F-SUTA. The parties agree that collaboration is an important element of effective teaching. Therefore, FSUSD and F-SUTA agree to a two (2) year memorandum of understanding for the collaboration planning period for the 2023-2024 and 2024-2025 school years.

During these two years, all unit members (with the exception of Early College, zero period, or seventh period) will participate in a weekly collaborative planning period.

- a. The collaborative planning period will be held either before or after school on Wednesday.
- b. There will be no reduction in instructional minutes per week.
- c. Bargaining unit members will be at their assigned district site during collaboration time.
- d. Individualized Educational Plans, 504's, or parent meetings will not be scheduled during collaboration time.
- e. In accordance with Article 19.3.a both the one monthly (1) Staff Meetings or the one (1) Monthly Grade Level/Department Meetings shall be ~~reduced to no more than 45 minutes rather than the~~ **a maximum length of** 90 minutes each. Any staff meeting or second meeting of the month that lasts longer than ~~45~~ **60** minutes will be counted towards adjunct duty credit per article 19.3.b (Appendix AA).
- f. ~~The week of and prior to grading periods (report cards or progress reports) shall be unit member individual preparation time.~~
- g. Collaboration time shall be no ~~more than 48~~ **less than 54** minutes.

- ~~h. Elementary Collaboration time shall be 45 minutes within the contract day with 2 days of unstructured time for preparation time and 1 day unstructured time to hold IEP and other meeting. Instructional day for students remains the same for Monday – Friday. Site Reps and Site administrators shall work collaboratively to submit a plan as per Article 30 no later than December 31, 2022.~~
- ~~i. Secondary Collaboration time shall be at least 45 minutes. Site Reps and Site administrators shall work collaboratively to submit a plan as per Article 30 no later than December 31, 2022.~~
- ~~j. Sample schedule will be in place with the exception of the week as mentioned in f above:~~

 - ~~1. One Wednesday of the month- District Administration will plan collaboration~~
 - ~~2. One Wednesday of the month- Site Administration will plan collaboration~~
 - ~~3. Two Wednesday of the month- Unit Member Preparation Time (Article 19.4)~~
 - ~~4. The fifth Wednesday of the month- Unit Member Preparation Time (Article 19.4)~~
 - ~~5. Two required monthly meetings as per Article 19.3~~
- k. The following schedule will be in place with the exception of the week as mentioned in f above:

 - 1. First Wednesday of the month- Site Administration will plan collaboration
 - 2. Second Wednesday of the month- Unit members will plan grade level, department, or content-specific (i.e. release teachers) collaboration
 - 3. Third Wednesday of the month- District will plan collaboration
 - 4. Fourth Wednesday of the month- Unit members will plan grade level, department, or content-specific (i.e. release teachers) collaboration
 - 5. Fifth Wednesday of the month- Unit member preparation (Article 19.4)
- l. During the months of August and June, Collaborative Wednesdays shall belong to the unit members for preparation time as per Article 19.4. “Unstructured time” is defined as the minutes within the duty day that are outside of the contractual instructional time. On Mondays, prior to the student arrival supervision or following the student dismissal supervision, there will be no mandated group professional development, mandated group professional development, or mandated group meetings, at the elementary level. During this unstructured time, staff will meet with parents, hold 504s, hold SSTs, and hold IEPs, as well as prepare for instruction.

August 15, 2022

Time: _____ am

~~m. Sites may still utilize the restructuring process per Article 30.~~ The parties agree to meet prior to May 15, 2024 to discuss and review the collaborative planning MOU.

This MOU is subject to ratification. This memorandum will expire June 30, 2025, or be extended by mutual agreement prior to May 1, 2025.

Signed this day August 15, 2022

Stephanie Cobb, F-SUTA Bargaining Chair

Ken Whittemore, FSUSD

Article 18 - Assignment and Transfer

1. Definitions

- a. A transfer is the movement of a certificated person to a different school.
- b. An assignment is the position of a certificated person within a school.
- c. A reassignment is a change of position within a school or within the Special Education Department.
- a. A certificated vacancy is an unfilled certificated position.
- d. A day is a day the District is open for business, unless otherwise specifically noted in this article.

2. Procedure for Reassignments, Voluntary Transfers, and Filling Vacancies

- a. When a certificated position becomes available for reassignment, the position will be emailed to all certificated members assigned to the school. Within three (3) days of notification, any unit member assigned to the school may volunteer for the position.
- b. Personnel assigned to more than one site, shall be assigned a site as home base on or before the 20th workday of each school year. The site designated would usually be the site at which they are evaluated and/or spend the majority of their time. At the designated site, these personnel would be allowed to interview as in-house candidates provided they are credentialed for the position for which they are interviewing.

Assignment of staff working at more than one site shall be considered a reassignment under this article.

- c. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy. If the principal appoints the volunteer to the vacancy, the vacancy closes.
- a. A description of the vacancy still available after completion of Article 18.2.c. shall be emailed to all unit members and posted on the District web site for a period of five (5) days. It shall be the unit member's responsibility to provide email contact information to the District through electronic means and follow instructions concerning openings. The District shall email specific directions on how to update their contact information using the District's electronic portal to all bargaining unit members annually by February 1st.

- d. If the vacancy still exists after Article 18.2.d. above, the Superintendent or designee may assign a newly-hired person for the vacancy.
- a. After April 15th, preferential treatment shall not be given to anyone.

2. Criteria and Procedures for Involuntary Reassignments and Involuntary Transfers

- e. In determining reassignments and transfers due to reduction in workforce, declining enrollment, or restructuring/reconfiguring, the following criteria (in descending order of importance) shall be used:
 - 1. Credential/authorization/certificate
 - 2. Length of service to the District
 - 3. Demonstrated special skills
 - 4. Sex, ethnic and racial balance
- f. When a particular school is to be closed, as determined by Governing Board action, or program eliminated, unit members will be given first preference to select from new or vacant positions within the District. Unit members will select positions based upon District seniority as outlined in item, Article 18.4 below. If the Board rescinds the action (e.g., site closing) before the beginning of that school's next school year, displaced unit members will have the right to return to their original position and/or site.
- g. It is agreed that the District will make involuntary transfers and involuntary reassignments according to the following bands: Elementary unit members shall be assigned within bands. "Bands" as described herein shall be defined as grade levels (TK-3), grade levels (4-5) and grade levels (6-8). Unit members at middle and high school levels shall be assigned according to credential. **Involuntary transfers are based on seniority within the band for elementary unit members.**
- h. **Displacements caused by enrollment fluctuations and Article 21.2 shall be based on seniority within grade level bands or credentialing.** ~~On the seventh workday, all unit members impacted by balancing of classes shall be given a choice of all available vacancies by seniority.~~ Members will be provided a shared document (Google document) or list to make their selection. *F-SUTA Representative will be present for their selection.*
- i. In the event two bargaining unit members have the same seniority date, the last 4 digits of the members Social Security number will be used. 0000 being identified as the least senior, 9999 being identified as the most senior.

2. Procedures for Involuntary Transfers

Date	Event
No later than February 1	Distribution of updated, revised seniority list. Two copies of the list shall be distributed -- a copy of the seniority list ordered by hire date for the entire unit and ordered by hire date for unit members at each site by site. These lists shall simultaneously be given to the Association. Each site administrator shall make the list available to all unit members at all times during school hours.
	Within ten (10) work days after the seniority list is distributed, unit members who report that their seniority date is incorrect shall inform the District for resolution; District informs F-SUTA. Unresolved disputes shall be resolved in a meeting with the District, F-SUTA and the unit member. An updated, revised seniority list will be distributed.
No later than April 5	Site administrators develop assignments for the upcoming school year, based on student projections at that time and notify unit members whose assignment will be different.
Between April 1 and April 15	District identifies and notifies the Association of those sites with anticipated openings of new positions or of excess unit members by no later than April 15, and the anticipated number of excess unit members at those sites. Unit members at those sites are notified in writing of the number of anticipated open positions or excess unit members.
Between April 15 and April 30	Impacted unit members and voluntarily displaced unit members provided a list of current District vacancies with descriptions (Round One List).
Between April 15 and April 30	Unit members review list for a minimum of five (5) work days.
District and Association mutually agree to the beginning date of Round 1	Round One: Impacted involuntarily transferred unit members and voluntarily displaced unit members may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
	All unit members, including impacted involuntarily transferred unit members and voluntarily displaced unit members who did not

	select a vacancy in Round One, may also seek voluntary transfers.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
District and Association mutually agree to the beginning date of Round 2	Involuntarily transferred impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One provided a list of all current District vacancies including all vacancies management has become aware of since Round One (Round Two List). Unit members review the list for a minimum of five (5) days.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
No later than May 15	Impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
After the completion of Round 2-1	District may fill vacancies as per collective bargaining agreement. All unit members, including any involuntarily impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One or Two may seek voluntary transfers.
After the completion of Round 2 1	District assigns involuntarily transferred impacted and voluntarily displaced unit members who did not select a vacancy in Round One or Two to positions for which they are credentialed and qualified. Unit members shall be assigned within Bands by seniority. “Bands” are defined in section 18.3.c. above. District and F-SUTA representatives shall be present for this assigning of positions.
After the completion of Round 2 1	<ol style="list-style-type: none"> 1. If it is determined that positions were not posted or made known to unit members in accordance with these procedures, said positions will be able to be filled by displaced teachers on a seniority basis. 2. If the original position of a displaced unit member becomes vacant, the displaced unit member shall be able to return to their original position at their original school site anytime within the

next school year.

The Association and the District may adjust any timeline in this involuntary transfer provision by mutual agreement.

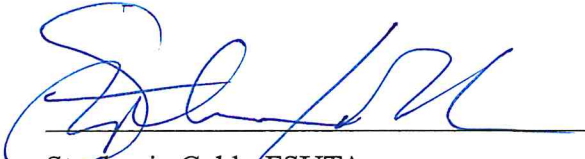
NOTE: (1) As enrollment projections fluctuate or secondary class sections need to be added or deleted, it may be necessary to identify further “impacted unit members” who will then be eligible to select vacancies in Rounds One, Two, etc.

(2) Teachers On Special Assignment (TOSA) and Consulting Teachers positions shall not be filled by using this process (see Appendix P, Appendix R, and Appendix PP).


3. Rights

- c. All unit members may apply and interview for any vacancy for which they are qualified after 18.2.a. has been completed. Between the first F-SUTA workday, and April 15, of each year, out-of-district applicants shall only be considered after District Staff who have requested transfer or reassignment have been interviewed.
- d. ~~Voluntarily transferred or re-assigned~~ 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.
- e. ~~If there is an open position with only one applicant, the unit member with the appropriate credential shall be offered the position without an interview.~~
- f. Unit members who have been involuntarily transferred or reassigned shall receive, upon request, a written explanation of the transfer or reassignment from the principal or designee.
- g. Unit members who have requested reassignment or transfer and have been denied have the right to request and receive a specific written explanation of the denial from the Assistant Superintendent of Human Resources or designee within seven (7) days.

- f. Unit members who are involuntarily transferred shall be allowed the daily per diem rate of pay equal to three (3) days.
- g. The District shall provide timely assistance in the moving of the member's materials.
- h. The District shall provide an adequate supply of moving materials (boxes, packing materials, tape, etc.)
- i. The District shall assure that unit members have textbooks, materials, bulletin boards, storage units, instructional displays, desks, chairs, and other classroom furniture in accordance with provisions of Article 33, Professional Working Environment.
- j. After notice and confirmation of their new assignment, unit members shall be included in the site decision-making to the same extent as other staff members.



Stephanie Cobb, FSUTA



Ken Whittemore, FSUSD

Memorandum of Understanding

Between
Fairfield Suisun Unified School Teachers Association
And
Fairfield Suisun Unified School District
Wellness Bonus
May 31, 2022

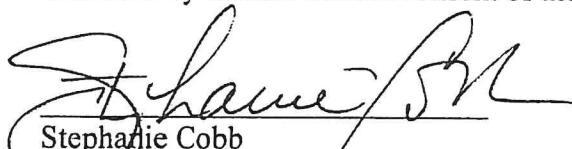
Each unit member who uses one or no sick leave and/or personal necessity and/or COVID leave days during each of the academic quarters shall be paid one day per diem. The quarter ends for each attendance period on:

- October 18, 2022 (paid on November paycheck)
- January 20, 2023 (paid on February paycheck)
- March 31, 2023 (paid on April paycheck)
- June 9, 2023 (paid on July paycheck)

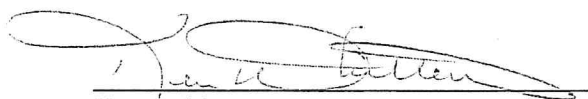
The district will verify quarterly all bargaining unit members who qualify for this bonus.

Eligibility requirements shall be prorated based upon the unit member's full-time equivalent percentage.

This memorandum of understanding shall remain in effect until June 30, 2023 unless renewed or extended by mutual written consent of the FSUSD and FSUTA.


Stephanie Cobb
FSUTA Bargaining Chair

05-31-22


Ken Whittemore
Assistant Superintendent, Human Resources
5/31/22

May 25, 2022

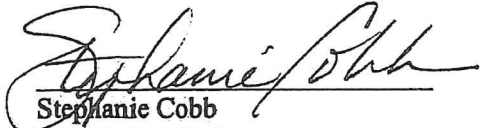
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**Memorandum of Understanding
Between
Fairfield Suisun Unified School District
And
Fairfield Suisun Unified School Teachers Association
Mandated Training
May 25, 2022**

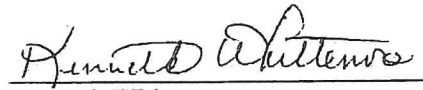
This Memorandum of Understanding (MOU) is between FSUSD and FSUTA. FSUSD will have mandated training available to unit members beginning July 1 until the end of the first week of school. Unit members shall be paid their per diem within two (2) pay periods for the 2 hours and 15 minutes to complete all of the required mandated training outside of the contracted day. The training must be completed by August 19, 2022.

Unit members will not be required to complete a timesheet. Management will verify completion via the training portal.

Signed this day May 25, 2022


Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 05-26-22


Kenneth Whittemore
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: May 25, 2022

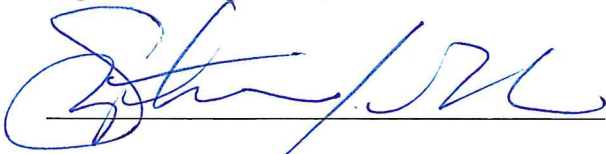
Memorandum of Understanding
Between
Fairfield Suisun Unified School District (FSUSD)
And
Fairfield Suisun Unified School Teachers Association (F-SUTA)
Collaborative Planning Period
August 12, 2022

FSUSD and FSUTA agree that the FSUSD Special Education Handbook (Handbook) containing a list of the special education programs shall be provided to FSUTA by January 15, 2023.

FSUSD and FSUTA agree that the parties will finalize Memorandum of Understandings (MOUs) on both Article 21.3.8.c Caseload and Article 10 Evaluations when the parties resume negotiations in October 2022.

This memorandum of understanding shall remain in effect until June 30, 2023.

Signed on August 15, 2022.



Stephanie Cobb, F-SUTA Bargaining Chair



Ken Whittemore, FSUSD