## ADDENDUM TO JULY 1, 2013 - JUNE 30, 2016

Collective Bargaining Agreement

BETWEEN

Fresho Unified School District

AND

Fresho Teachers Association/cta/nea

Jակ, 1, 2015 - June 30, 2016

Paul lusvoog, Chief, Human Resources/Labor Relations Representative, Board of Education

> RATIFIED BY BOARD OF EDUCATION April 13, 2016

Luis Chavez, President Board of Education

RATIFIED BY
FRESNO TEACHERS ASSOCIATION
April 11, 2016

Tish Rice, President Fresno Teachers Association

# FRESNO TEACHERS ASSOCIATION NEGOTIATING TEAM MEMBERS

Louis Jamerson	Executive Director Fresno Teachers Association
Felicia Burrell	Chair Gaston Middle School
Hilary Levine	Team Member Manchester Elementary
Xena Wickliffe	Team Member Special Education
Mary Ramirez	Team Member Bakman Elementary
Victoria Reinhardt	Team Member Health Services
Jon Bath	Team Member Sunnyside High School
FRESNO UNIFIED SCHOOL BOARD OF EDUCATION	
Luis Chavez	President
Christopher De La Cerda	Clerk
Valerie Davis	Member
Lindsay Cal Johnson	Member
Carol Mills, JD	Member
Janet Ryan	

## SUPERINTENDENT OF SCHOOLS Michael E. Hanson

## FRESNO UNIFIED SCHOOL DISTRICT NEGOTIATING TEAM MEMBERS

Peter Schaffert	Attorney Atkinson, Andelson, Loya, Ruud & Romo
Paul Idsvoog	Chief Human Resources/Labor Relations
Kim Collins	Principal Norseman Elementary School
Bryan Wells	Principal on Special Assignment
Ruth F. Quinto	Deputy Superintendent Administrative Services
Kim Mecum	Chief Academic Officer School Support Services

## **TABLE OF CONTENTS**

ARTICLE 18 - FRINGE BENEFITS	5
ARTICLE 36 - MISCELLANEOUS PROVISIONS	13
ARTICLE 50 - SALARY	14
ARTICLE 56 - SUMMER SCHOOL	23
ARTICLE 57 - SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK	24
ARTICLE 65 – DESIGNATED SCHOOLS	25

#### **ARTICLE 18 - FRINGE BENEFITS**

## 1. General Provisions:

- 1.1 The District shall provide District paid coverage (less the applicable employee contribution) for bargaining unit members and eligible dependents as specified within this Article and in the FUSD Employee Health Care Plan Document.
- 1.2 The District's Employee Health Care Plan Document shall be considered a part of this article.
  - 1.2.1 Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 2005, shall be subject to the authority of the Joint Health Management Board (JHMB).
- 1.3 The District shall provide District paid life insurance coverage for bargaining unit members.
  - 1.3.1 The amounts of District furnished life insurance for employees will remain as specified in the Standard Insurance Co. Policy contract effective April 1, 1986. Supplemental units of insurance and dependent coverage are available at the bargaining unit member's expense.
- 1.4 A bargaining unit member must be employed 50% or more to be eligible for FUSD's Health and Life Insurance Plans.
- 1.5 Bargaining unit members who provide a full year of service to the District (i.e., the complete Duty Year as defined in this agreement) shall be entitled to continued District-paid coverage under all District paid programs for twelve (12) months, commencing with the first month the unit member receives such benefits for the Duty Year. These conditions also apply to unit members whose employment terminates following the last day of the school year and before the commencement of the following school year.
- 1.6 Bargaining unit members, who terminate paid service during the school year, shall have their calendar year of Health and Plan coverage prorated to equal the percentage of the service year worked.
- 1.7 Bargaining unit members returning from Board-approved leave shall be re-enrolled, with their dependents, with no health history requirement (except for the District Life Insurance Plan) or wait until the next enrollment period.
- 1.8 The District shall not prohibit any bargaining unit members from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.

- 1.9 Employees and eligible dependents must enroll within thirty-one (31) days of eligibility. Unit members enrolling or adding dependents shall affect coverage the first day of eligibility provided the request for coverage is made within thirty-one (31) days of eligibility.
  - 1.9.1 The District shall provide one 60-day open enrollment period each year beginning October 1 for all bargaining unit members and eligible dependents not currently enrolled in the existing FUSD Employees Health Care Plan. The open enrollment period will also be the time in which plan coverage (Dental and Vision) may be changed.

## Joint Health Management Board (JHMB)

- 2.1 A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.
- 2.2 Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2.3 Reporting, reports and disclosures of the Consultant and Plan Administrator shall be as established by the JHMB.
- 2.4 The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:
  - 2.4.1 Voting procedures, including absentee voting.
  - 2.4.2 Establishing regular meeting dates.
  - 2.4.3 Establishing subcommittees.
  - 2.4.4 The agendizing and prioritizing of JHMB activities.
  - 2.4.5 The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.
- 2.5 Labor and Management shall each have one (1) vote on the JHMB.
- 2.6 Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision making process of the JHMB shall be:
  - 2.6.1 Consensus; if consensus cannot be reached, (2) applies.
  - 2.6.2 If consensus is not reached the following is an example of the weighted vote for employee groups.

- 2.6.3 Example: The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, if FTA represents 4,352 employees out of a total of 6756 represented eligible employees in the health plan, FTA's voting weight would be 64.4 percent; if CSEA represented 1717 of these same 6756 represented eligible employees, CSEA's voting weight would be 25.4% percent; SEIU's eligible active employees would be 8.5% weighted vote; and BTC's 115 eligible employees would be 1.7% weighted vote.
- 2.7 There shall be binding arbitration of any JHMB deadlocked votes; provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited Arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.
- All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.
- 2.9 All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2.10 The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

## 3. <u>Health Fund</u>

- 3.1 In the 2014-15 school year, the District shall increase the annual contribution to the health fund for each active eligible employee, from \$13,649 to \$14,674, an increase of \$1,025. The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.
- 3.1.1 Current medical IBNR's shall remain as IBNR's in the Health Fund.
- For the 2015-2016 school year, the District shall make an additional one-time contribution to the health fund in the amount of three million (\$3,000,000) dollars.

## 4. Procedures Regarding Potential Underfunding of Health Fund

4.1 The JHMB shall report to the District and all employee associations on a quarterly basis

regarding the status of the Health Fund.

- 4.2 Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
- 4.3 If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to Section 2.8 above. Such action shall negate the shortfall within the fiscal year.
- 4.4 If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65 year old retirees. Such increase shall be in the amount necessary to negate the shortfall within the fiscal year. In determining the amount of the increase the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultants' recommendations, the consultants' recommendations shall be implemented.
- 4.5 JHMB actions and/or automatic assessments shall apply as set forth in paragraphs 4.3 and 4.4 above regarding any month in which a projected shortfall is determined to exist.
- 4.6 If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.

## 5. Health And Welfare And Compensation

- 5.1 Commencing with the 2014-15 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section 3 of this Article "Health Fund," shall be automatically increased by the percentage figure representing the effective, ongoing dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, , including any ongoing deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.
- The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section 2.8 "Joint Health Management Board (JHMB)." Such changes must be adopted by the JHMB and implemented effective July 1 annually, except for any changes made pursuant to Section 4 of this Article (Procedures Regarding Potential Underfunding of Health Fund).
  - 5.2.1 The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section 3 of this Article "Health Fund."

## 6 Retiree Benefits - Medical Health Plan

- 6.1 The District shall provide paid Medical Health Plan benefits for retirees in accordance with the following provisions:
  - 6.1.1 An eligible retiree is one who:
    - 6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;
    - 6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
    - 6.1.1.3 Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;
    - 6.1.1.4 Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;
  - 6.1.2 Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.
    - 6.1.2.1 Minimum age: 60
    - 6.1.2.2 Minimum years of service with the District: 25
    - 6.1.2.3 Benefit coverage for employee and spouse
    - 6.1.2.4 Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits)\*
      - 6.1.2.4.1 The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 62.
    - 6.1.2.5 These modifications shall not apply to laid-off permanent or probationary employees who were hired on or before June 30, 2005, and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24 month

period. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.

- 6.1.2.6 Has reached the age of fifty-seven and one-half (57.5) years, except in the case of disabilitants. A disabilitant, as so certified by STRS, becomes eligible for this benefit immediately if such disabilitant has had ten (10) years' service in the District. Board-approved leave shall be counted in the years' service requirements for the benefit.
- An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 6.3 Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security Eligibility at no cost to the retiree and/or dependents. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
- 6.4 If a retiree receiving this benefit should predecease a spouse, then the benefit will continue for said spouse provided all applicable requirements of these provisions are met.
- 6.5 To receive this benefit, a retiree must not be in a paid status with the District.
- All references to "Medicare" refer to the Federal Medicare Law as described in Title I8 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD's Employee Health Care Plan Document.
- 6.7 Eligible bargaining unit members hired prior to July 1, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57& ½) in accordance with the other provisions in this article.
- 6.8 Eligible bargaining unit members hired after June 30, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age sixty (60) in accordance number A (5) of this section.
- 6.9 Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" as printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.
- 6.10 <u>Hold Harmless</u>: Should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the Association is named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the Association for any adverse final judgment and any reasonable attorney's fees and costs incurred by the Association. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## 7. Plan Design

- 7.1 There will be a clear eligibility statement for those who qualify for the health plan. Eligibility will be verified each calendar year. Spouses of employees who work for another employer which provides health insurance coverage may only access the FUSD plan as secondary coverage.
- 7.2 Eligibility of dependent children shall be based on birth order rule and shall be verified each calendar year. The parent whose birthday comes first in the year shall be responsible for covering dependent children through employer provided health coverage.
- 7.3 Cross-Covered Participants (Active and/or retired employees and spouses are FUSD employees or retirees): Cross-covered participants, through the annual open enrollment process, will have the opportunity to choose whether they desire to retain cross-covered status.
  - 7.3.1 Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay the established monthly two party or family premium, as applicable, for the coverage(s) chosen.
  - 7.3.2 Those current cross covered participants who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.
- 7.4 No Opting Out: All eligible District employees shall be required to participate in the Health Benefits Plan and shall be required to pay the monthly contributions and assessments, at least at the employee only level for any plan(s) or coverages.

### 7.5 Other Clarifications:

- 7.5.1 No co-pays apply to annual deductibles or the out of pocket maximums.
- 7.5.2 The deductible will not apply to out of pocket maximum.
- 7.5.3 The emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
- 7.5.4 Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription. This applies to all participants including cross covered.
- 7.6 Specific information regarding monthly contributions, assessments, co-pays and deductibles for all plan coverages can be found in the FUSD Plan document or at <a href="mailto:jhmbhealthconnect.com">jhmbhealthconnect.com</a>.

## 7.6.1 All Eligible Active Employees and Eligible Retirees Up to Age 75

7.6.1.1 Health Plan Reserve Assessment: In addition to the monthly contributions provided above, all eligible active employees and pre-65 year old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10.00 per month each, up to a maximum of \$40.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75 year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

## **ARTICLE 36 - MISCELLANEOUS PROVISIONS**

- Any individual contracts between the Board of Education and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 2. This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.
- 3. Within sixty (60) days of ratification of the Agreement by both parties herein, the Board of Education shall have copies prepared for distribution to all bargaining members in the District, and 10 copies for the Association.
- 4. Rules which are designed to implement this Agreement shall be appropriate and consistent in application and effect.
- 5. A bargaining unit member's notification to the Board of Education that he/she intends to resign shall remain revocable until such time as the Board of Education officially takes action on such notification.
- 6. The provisions of this article do not prohibit changes in District policy or practice which comply with the substantive provisions of this Agreement.
- 7. For the 2015-2016 school year and subsequent years thereafter, each bargaining unit member will have an additional three hundred fifteen dollars (\$315) for supplies and materials to be utilized for services and instruction to students.

#### **ARTICLE 50 - SALARY**

- 1. Salary Schedule Increases
  - 1.1 For 2013-2014, all salary schedules shall be increased by 2.7% effective July 1, 2013
  - 1.2 For 2014-2015, all salary schedules shall be increased by 3.5% effective July 1, 2014.
    - 1.2.1 Effective July 1, 2015, all Certificated Salary Schedules shall be increased by five percent (5.0%).
    - 1.2.2 In addition to the Certificated Salary Schedule increases and changes set forth above, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of two percent (2.0%) of base salary based on the 2014-2015 salary schedule.
    - 1.2.3 Speech Language Pathologists and Nurses shall receive a \$5,000 or 1.07 factor increase, whichever is greater, in addition to their placement on the salary schedule effective July 1, 2015. (The 1.07 factor shall also be adjusted on page 80 under Factor Times Placement).
  - 1.3 Professional Learning Column. The District will add Class V to the Basic Salary Schedule providing a 3% increase to the Class IV Column to any teacher who completes 9 semester units provided through the District's Professional Learning Department no sooner than July 1, 2015. Eligibility agreement below:
    - 1.3.1 To be eligible for Column V, a unit member must be at Class IV on the Basic Salary Schedule;
    - 1.3.2 Unit members must complete a total of 9 units of professional learning by taking courses provided through the District's Professional Learning Department:
    - 1.3.3 The teacher shall move to Column V beginning in the school year after the unit member completes all 9 units;
    - 1.3.4 District Professional Learning Column must be renewed every 3 years. The specific purpose for the requirement to complete 9 semester units every 3 years is continuing commitment to achieve District Goals after a unit member has completed Class IV of the Salary Schedule.
    - 1.3.5 The District and the Association will establish a joint committee to monitor the implementation of the Professional Learning Column.
    - 1.3.6 The parties understand and agree that the Professional Learning Column shall

terminate if, for any reason, there exists an inability for full funding of the stipend through the Local Control Funding Formula or any successor legislation.

- 1.4 Stipends shall be established for teachers actually serving in a position in the following areas:
  - 1.4.1 Nurses, DIS, Special Education classes (including RSP), and Speech and Language Therapy: \$1500 per year.
  - 1.4.2 Bi-lingual classes: \$500 per year.
  - 1.4.3 The foregoing two stipends shall be prorated to reflect the proportion of an FTE that the teacher is actually serving in the position requiring the credential.
- 1.5 Effective for the 2015-2016, CDC and PACE early childhood teachers' salary schedules will be consolidated with Pre-K Salary Schedule.
- Extra Pay for Extra Services (EPES):
  - 2.1 The EPES schedules shall be increased by the same percentage as applies to schedules effective July 1 of the following year.
  - 2.2 Effective July 1, 2013, the extra pay amounts set forth on the EPES Additional Service Pay Schedule [i.e. pp. 110-119 in the 2010-2012 CBA] shall double with the exception of elementary athletic coaches which will triple.

## SUSPEND LANGUAGE IN SECTION 3 (BELOW) PURSUANT TO ARTICLE 14

- 3. <u>Staff Development "Buyback":</u> Salary Schedule A The District will continue to recognize participation by unit members in staff development activities which qualify for reimbursement from the State under the "Instructional Time and Staff Development Reform Program" (commonly referred to as the "Staff Development Buyback Program" pursuant to Education Code sections 44579 through 44579.4).
  - 3.1 Unit members whose salaries are provided under Salary Schedule A shall, in cooperation with the District, certify that they have participated annually in 21 reimbursable hours of staff development according to state law and regulations.
  - 3.2 Three (3) reimbursable staff development days shall be conducted during the 1999/2000 work year and every year thereafter so long as this program continues under state law. Commencing in 1999/2000, the traditional work year for unit members shall be increased by two (2) days for this purpose (for a total of 185 work days) and the third reimbursable staff development day shall be held on one of the existing "I" days. Unit members on year round schedules shall be required to participate in three (3) days of reimbursable staff development activities during each school year. The 1999/2000 configuration of days set forth herein shall not foreclose the parties from negotiating other configurations in the future.

3.3 The salary schedule increase provided for in this section shall continue so long as funds are provided by the state for the staff development activities. If such funds are eliminated or reduced, the work year and the salary schedule shall be reduced accordingly, absent agreement by the parties otherwise.

## 4. Rules Governing Placement Upon the Salary Schedule

- A teacher new to the Fresno Unified School District, without previous experience, will be classified according to the requirements stated in Schedule A and will be placed on the appropriate level. For teachers in this group with a valid California teaching credential, not including an emergency permit, intern permit, Provisional Internship Permit, Short Term Staff Permit or waiver, the appropriate level shall not be less than Level 1. Teachers holding an emergency permit, intern permit, or waiver shall be placed on level 0.
  - 4.1.1 A teacher held on Level 0 who subsequently receive their valid California teaching credential shall move effective the next school year to the appropriate level at which they would otherwise be for their years of service.
  - 4.1.2 A partial fulfillment or temporary credential is considered a regular credential for the purpose of placement on the salary schedule. Notwithstanding this, bargaining unit members hired after July 1, 2000 shall not advance beyond Level 0 of the salary schedule unless they have a valid California teaching credential, not including an emergency permit, intern permit or waiver.
  - 4.1.3 District credit may be earned for advancement on the basic salary schedule through appropriate work experience directly related to the teaching assignment. The work done in compliance with this section shall be evaluated on the basis of forty (40) hours of full-time paid employment per unit. To qualify for placement on the salary schedule as a Vocational Education teacher, the teacher must be hired and working under the Vocational Education Credential and not working as a teacher in the regular school program.
- A teacher new to the Fresno Unified School District with previous teaching experience in an accredited school in grades Kindergarten through twelve will be given credit for one level for each year of teaching up to the maximum on the salary schedule, except that only up to five years of such service credit shall be credited service for career increment purposes. Career increment of 1.6% shall be given each year from the 11th to 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five years of service credit shall be granted for out-of-District service. Any exception to give credit for more than year-for-year must be with Board approval in closed session. The names will be placed on the consent agenda at the following Board meeting after notification to the Association.
- 4.3 A tenured teacher with more than six years teaching service to the Fresno Unified School District, who resigns and returns to the District within thirty-nine (39) months, shall be placed on the next level as though his/her service had not been interrupted.
- 4.4 A teacher entering the Fresno Unified School District in mid-year will be paid his/her salary at the initial rate during the first year-and-one-half.

- A teacher entering the Fresno Unified School District shall receive credit for military service upon the basis of one level for each two (2) years of military service, service in Vista or Peace Corps, with a limit of two (2) levels to be attained. This credit is not allowed unless the service interrupted tenure as a teacher in a public school system.
- A teacher granted a leave of absence to the County Schools or California State University, Fresno, or for professional study in a recognized institution, upon return to duty, shall participate in the benefits of the regular increments of increase in salary.
- 4.7 A Fresno Unified School District teacher on military leave of absence, service in Vista or Peace Corps, shall be given increment credit for each year of service upon his/her return (See Military Code Section 395.1).
- 4.8 A nurse new to the District shall be granted year for year credit for actual nursing experience as a registered nurse or a public health nurse up to a maximum of five years. Full year for year credit shall be granted for previous experience as a public school nurse.
- 4.9 A teacher who is hired by the District in a K-12 program shall be given salary placement credit for previous teaching experience in Fresno Adult School program whose funding is based on average daily attendance.

## 5. Rules Governing Approval of Units for Advancement

- 5.1 All college semester units must be earned after receipt of the Bachelor's Degree.
- 5.2 All units, except those specifically provided hereinafter, must be acquired from an accredited college, or a university accredited by a regional college accrediting agency unless District approval is obtained.
- One-third of all units above the Baccalaureate Degree shall be in the teacher's principal subject-matter area which shall include his/her teaching major, teaching minors, his/her undergraduate major and minor (if a teaching area) and those subjects which he/she has been assigned to teach or appropriate to professional educational goals. The balance of units must be acceptable for a planned degree or credential, or must be in other subject-matter areas professionally related to the teaching field. For elementary school teachers, the major subject-matter area may be a diversified academic major for specialization in elementary teaching only as established by the State Board of Education. It will consist of a variety of academic subject-matter courses which recognize the need for elementary teachers to have generalized preparation.
- To receive credit for units, all college and university work must be submitted to the Division of Human Resources/Labor Relations for consideration and approval. All units earned beyond the Bachelor Degree must be upper division or graduate unless approval has been granted to include a specified lower division course, or courses, prerequisite or otherwise essential to the teacher's program of post-baccalaureate studies. Lower division courses in Mathematics, Foreign Language and Physical Science not included in a teacher's undergraduate program may generally be considered an essential part of a teacher's program of improvement.

Any exception to the above requirements must receive written approval from the Division of Human Resources/Labor Relations before it will be considered. The request must be accompanied by a written explanation of why the exception should be granted.

## 6. Advancement From One Class to Another

- In order to advance from one salary class to another, a transcript or grade cards containing credits must be presented to the Division of Human Resources/Labor Relations prior to AUGUST 31 OF EACH CALENDAR YEAR. Any unit member, who at the request of the Administration completes necessary course work for a higher-level credential after August 31 and is assigned to a higher-level teaching position, may be advanced on the Basic Salary Schedule subsequent to August 31 in the proper classification for the credential and experience.
- 6.2 Only units earned after receipt of the Bachelor's Degree shall be considered for advancement to a higher classification.
- 6.3 In advancing to a higher class, a unit member shall be given full credit for each level previously earned.
- 6.4 A teacher shall not be advanced to a higher class until the succeeding school year.
- 6.5 Fifteen (15) college semester units may be earned for advancement on the basic salary schedule during the period from September 1 to August 31. Only one classification move per year is allowed unless by prior approval by the District's Division of Human Resources/Labor Relations. Caution should be exercised in not taking too heavy a load during the time school is in session as a teacher's primary responsibility is to the contract assignment. This rule does not apply to a certificated employee on leave of absence for study.
- 6.6 District credits may be earned through courses taught by the Fresno Adult School which are organized in cooperation with the Instruction Division, and which are directly connected with the improvement of teaching in the Fresno Unified School District.
  - 6.6.1 One unit of District credit shall be awarded upon successful completion of a course, provided a teacher has fulfilled no less than fifteen (15) hours of participation.
  - 6.6.2 Courses offered for District credits shall have prior approval by a committee composed of representatives from the Instruction Division, Division of Human Resources/Labor Relations and the Superintendent.
  - 6.6.3 No District credit may be earned by a teacher being paid for teaching a District credit class or in-service class.
- No more than four (4) District credits may be applied toward the fifteen (15) units necessary in advancement on the Basic Salary Schedule from one class to another.

## 7. General Provision Applicable to Basic Salary Schedule

- 7.1 Changes in salary for all certificated personnel resulting from a change in certification shall be made at the beginning of the fiscal school year only.
- 7.2 In accordance with State law, the Board of Education reserves the right, in case of emergency or shortage of funds, to close the schools prior to the date announced in the calendar and to pay teachers such part of the annual salary as the days of service rendered bear to the annual announced school term.
- 7.3 All probationary and permanent teachers shall be paid in twelve (12) equal installments beginning the last Work Day of August. Installments are paid on the last working day of each calendar month thereafter until the full amount earned shall have been paid, excepting that upon application by a teacher or official following his/her resignation, he/she shall receive the remainder of salary due him/her in one final payment.
- 7.4 No salary payment will be made after the second month of employment until all required personnel records are placed on file in the Division of Human Resources/Labor Relations.
- 7.5 Salary payments shall be electronically deposited to banking institutions of employees choice for all employees hired after July 1, 2000.

## 7.6 Overpayment:

- 7.6.1 The parties recognize that on occasion employees may be overpaid wages or other compensation, as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District to recover overpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment.
- 7.6.2 In the event the District discovers an overpayment, it shall notify the employee in writing of the amount and the reason it occurred. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to the District.
- 7.6.3 If the overpayment is \$150.00 or less, the District may deduct the full amount from the employee's next payroll check. If the payment is greater than \$150, deductions from future paychecks shall be made at the same rate the employee was overpaid unless both parties agree this process would cause an unreasonable hardship on the employee.
- 7.6.4 If the employee disputes the overpayment or the amount, he/she may file a grievance, commencing at Level III, within fifteen calendar days of receipt of the notice of overpayment.
- 7.6.5 An arbitration award in the District's favor or the employee's failure to file a timely grievance on the issue of overpayment shall constitute full authorization for the District to make payroll deductions as provided above.

## 7.7 CERTIFICATED EMPLOYEES FACTOR PLACEMENT SCHEDULE

(Factor Times Placement on Schedule "A")

	Time	Responsibility	Total	Work
Classification	Factor	Factor	Factor	Days
Community Education	1.1189	<del></del>	1.1189	207
Specialist				
Teachers, Nurses	1.07*		1.07	185
Speech Therapists	1.07*		1.07	185
Teacher on Special				
Assignment	1.00		1.00	185
Supervisor/Specialist/				
Work Experience	1.0216		1.0216	189
Program Advisors	1.0486		1.0486	194
Resource Teachers	1.0486		1.0486	194
RSP Teachers at				
Year-Round School	1.0486		1.0486	194
Teacher on Special				
Assignment Programs	1.0973		1.0973	203
Staff Development	1.0973		1.0973	203
Librarians	1.0486		1.0486	194
Teacher Special				
Assignment, SARB	1.0486	.09	1.0386	194
Teacher Lori Ann				
Infant Center	1.0811	<del></del>	1.0811	200

<sup>\* 1.07</sup> factor or \$5,000, whichever is greater.

- 7.8 All certificated employees shall be placed on Salary Schedule A according to years of experience and training.
- 7.9 The factor amount is determined by dividing the total number duty days of a longer work year by the standard number of duty days for classroom teachers. The intent is to keep per diem amounts the same while maintaining the proportional differences between standard and longer duty years. Therefore, the factor shall change if the negotiated standard duty year (i.e. divisor) changes. The annual salary for each type of position will be determined by applying the annual salary placement factor times placement on Salary Schedule A, and adjusted to keep per diem amounts uniform.
- 7.10 The Doctorate, BA + 90, MA, and National Board Certification and Career Increment

additional sums shall be applicable to all certificated personnel on placement factors. The additional sums shall be added to the salary determined by the annual salary placement factor times placement on Salary Schedule A.

## 8. Child Development Center And Pace Teachers

- 8.1 All Child Development Center Teachers will be placed on the salary schedule according to years of experience and training. A teacher new to the Fresno Unified School District will be classified according to the requirements stated in the schedule and will be placed on the appropriate step.
- 8.2 In order to advance from one salary class to another, a transcript or grade card containing credits must be presented to the Division of Human Resources/Labor Relations prior to June 30 of each calendar year. When all class requirements are completed, advancement to the next higher class will be made as of July 1.
- 8.3 All units for salary advancement, except those specifically provided hereinafter must be acquired from an accredited college, or a university accredited by a regional college accrediting agency.
- District credits may be earned through courses taught by the Fresno Adult School which are organized in cooperation with the Instruction Division and which are directly connected with the improvement of teaching in the Fresno Unified School District. One unit of District credit shall be awarded upon successful completion of a course, provided a teacher has fulfilled no less than sixteen (16) hours of participation. District credit may be applied to salary advancement; however, these units are not transferable to another District nor will they satisfy permit or credential requirements. No District credit may be earned by a teacher being paid for teaching a District credit class or in-service class.
- 8.5 Only Center Supervisors and Lead Teachers may advance beyond the solid line.
- 8.6 A Provisional Instructional Permit or the Partial Fulfillment is considered a regular credential for the purpose of placement on the Salary Schedule.
- 8.7 Children Center Permit is required for Class I, II, III and IV. Class V requires an Elementary or Secondary credential with a Home Economics Major.

## 9. EPES Rules For Advancement

9.1 Extra pay for extra services contracts are to be considered either athletic or general school activities. In the event that a bargaining unit member changes from one activity to another within either of these two categories, but not between categories, they shall maintain the years of service credit for extra pay contracts within that category.

## 10. Negotiation Procedures For EPES

10.1 The following procedures shall be used by the parties to negotiate all extra pay for extra services (EPES) matters:

- 10.1.1 Bargaining unit members may propose increases or additions to the existing EPES schedules by submitting such proposals directly to the FTA.
- 10.1.2 The District may initiate EPES proposals by submitting their proposals directly to the FTA. However, the District will not consult or work with bargaining unit members on such proposals.
- 10.1.3 Proposals made by either party shall be negotiated through the regular negotiation's process.

#### **ARTICLE 56 - SUMMER SCHOOL**

- 1. The following provisions are to apply only in the event that summer school is held during the term of this Agreement:
  - 1.1 Announcements for anticipated summer school positions and procedures for applying shall be made not later than March 15.
  - 1.2 Tentative summer school assignments will be made no later than May 15.
  - 1.3 Those classroom teachers who have tentative commitments for summer school positions and whose positions do not materialize shall be given priority consideration for any sequent summer school vacancy which occurs during that summer session and for which they are qualified.
  - 1.4 Written notice of election to summer school employment shall include tentative location and subject assignment.
  - 1.5 In summer school teaching positions, training in the subject matter field and/or specialty areas, and experience in the District for the position, will be given preference.
  - 1.6 The Substitute Teacher System shall be used for obtaining substitute teachers for summer school. Event numbers shall be established by the Substitute Office to identify summer school programs.
  - 1.7 Starting with regular summer school for the 2015-2016 school year and for each year thereafter, regular summer school contracts shall be paid based on the bargaining unit members's hourly rate of pay.

## ARTICLE 57 - SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK

Bargaining unit members on the Teachers Basic Salary Schedule A who voluntarily accept District assigned work during non-duty time which is not a part of their professional responsibilities within the Duty Day as covered in Article 20 - Hours - Bargaining Unit Members, or other sections of the contract shall be compensated at an hourly rate of \$35.00. It is not the intent of this provision to broaden the scope of extra pay; it is to establish a uniform and equitable wage rate for such work.

District-assigned work under this provision shall apply only to occasional assignments of short duration. Permanent positions shall be covered by existing EPES contracts, when appropriate. The salary of any new EPES contracts shall be negotiated prior to implementation. The following are excluded from this provision:

- 1. In-service programs or attendance at District committee meetings
- 2. Work for which prior preparation is required, such as teaching assignment
- 3. Work for which compensation rates are currently covered by the contract
- 4. Study, tour and activity trips, and any other duties currently listed as responsibilities in Article 20, Hours Bargaining Unit Members.
- 5. Effective July 1, 2015, the Supplemental Compensation Rate shall be increased from \$31.88 to \$35.00.

#### ARTICLE 65 - DESIGNATED SCHOOLS

The parties agree that time is a critical component in developing and enhancing the effectiveness of accountable professional learning communities to make significant improvements in both the educational learning environment and in student achievement. By providing for an extended duty day and year, students at designated schools will receive more instructional time per day and unit members will have more time to collaborate with peers in analyzing student performance data and developing the goals and actions necessary to measurably improve student learning outcomes. This is consistent with the requirement to utilize Local Control Funding Formula Fund revenue for increased and/or improved services to students who are low income, English learners and foster youth. As stated in Section 4.2, the extended duty day and duty year provisions set forth below are contingent upon funding.

## 1. Extended Duty Year And Extended Duty Day

## 1.1 Duty Year:

- 1.1.1 The duty year for all affected unit members at the designated schools will be increased by ten (10) days or an equivalent number of hours (80 hours) beyond the level set forth in Article 14. If supported by a vote of fifty (50) percent or more of a designated site's teaching staff, the fiscal equivalent of up to three (3) days or twenty-four (24) hours per certificated teacher at the site shall be used to purchase positions (i.e. FTE), materials or supplies to support the instructional program. The fiscal equivalent of the total per diem pay for the three (3) days or twenty-four (24) hours of the certificated unit members at the school site shall be based on the designated school site's baseline staffing allocation. School site teaching staff decisions on the use of the days as specified above must be provided to the District for the 2014-2015 school year by Winter Break. For 2015-2016 and subsequent years, school site teaching staff decisions on the use of days as specified above must be received by April 1.
- 1.1.2 Compensation for affected bargaining unit members shall be increased to reflect the extended duty year by ten (10) days or the amount selected by the teaching staff as set forth in 1.1.1 above, so that affected bargaining unit members will continue to be compensated at their daily rate of pay. (Example: 185 days equals 1.0 factor and 195 days equals 1.054.)
- 1.1.3 The principal shall collaborate with the teaching staff in determining when to best utilize the additional days¹ as determined pursuant to 1.1.1. above during each school year and whether to convert some or all of the additional days into an equivalent number of hours for greater flexibility in scheduling the use of this time

<sup>&</sup>lt;sup>1</sup> The reference to "days" and "hours" throughout the remainder of this article refers to the days and/or hours selected by the teaching staff at each designated school sites as determined pursuant to section 1.1.1. in this Article.

consistent with the site's academic program and the school's annual calendar of events and activities. These additional days and/or hours will be used consistent with the Accountable Communities model as set forth in Article 66, Section 1, to provide unit members with increased opportunities to present and discuss feedback and strategies for addressing the College and Career Ready Standards and related pedagogical practices tied to the Foundations to Accountable communities. This includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate. In addition to the professional responsibilities set forth in Article 20, section 2, such activities may include, but are not limited to professional learning, teacher planning/collaboration, targeted student support/intervention/preassessment, and development of transition programs.

- 1.1.4 Absent exigent circumstances, these additional days or an equivalent number of hours shall be scheduled contiguous to existing work days.
- 1.1.5 For affected unit members who will be serving at designated schools beginning in 2014-15, notice of the length of their duty year shall be provided within five (5) calendar days after the ratification by the Association and Board approval. By the last day of the 2014-15 duty year and the last day of each duty year thereafter, all affected unit members at designated schools shall be notified as to the length of their subsequent duty year.
- 1.1.6 For the 2014-15 school year, no more than twenty-one (21) hours shall be scheduled prior to the start of the school year, unless by a majority vote of the certificated unit members at a designated school site agree to exceed twenty-one (21) hours.

## 1.2 Duty Day

- 1.2.1 For all affected unit members at the designated schools, the number of instructional minutes within the 7.0 hour duty day as defined in Article 20, section 1.2, will be increased by one-half (.5) hour. Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half (.5) hour.
- 1.2.2 The one-half (.5) increase as set forth in 1.2.1 above, shall be utilized for the purpose of providing additional direct instruction to students.
- 1.2.3 For all affected unit members at designated schools, a duty free lunch shall be provided pursuant to Article 20 on all Schedule A days (i.e. 185). If sites agree to conduct professional learning by setting additional work days pursuant to Article 20 and 1.1.1 and 1.1.3 of this Article, a duty free lunch will be provided.
- 1.2.4 Consistent with the PLAS model pilot project created pursuant to the parties June 24, 2010 MOU, SLPs, Nurses and DIS assigned to Designated Schools are not affected by the extended work year and extended duty day as set forth in Article 65 and do not receive additional pay for the extended duty day and duty year. SLPs, Nurses and DIS assigned to Designated Schools shall continue to be subject to the duty year as set forth in Article 14 and the duty/work day as set forth

in Article 20 and any other applicable articles related to the duty/work day and duty year for non-Designated Schools. If SLPs, Nurses or DIS Services assigned to Designated Schools are mandated by their supervisor to work beyond the 8 hour work day, they will be compensated at their per diem rate.

The following is a **sample** schedule for illustrative purposes only: 8:00 Student Start Time - 2:35 Student End Time

7:50 Teacher Start Time - 3:20 Teacher End Time = 7.5 Hour Duty Day

	7:50 – 3:20	
Schedule	Instructional Minutes	Non-Instructional/Prep Time
7:50 - 8:05		10 minutes (NI)
8:00 – 10:35	155 minutes	
10:35 (Recess)		15 minutes(NI)
10:50 Instruction Begins		
10:50 – 12:30	100 minutes	
12:35 (Lunch)		30 Lunch + 10 minutes (NI)
1:10 Instruction Begins		
1:10 – 2:35	85 minutes	
2:35 – 3:20		45 minutes (Prep)
Total	340 minutes	

## 1.3 Additional Staffing

- 1.3.1 An additional 1.0 FTE certificated position will be added to the basic staffing formula at each of the schools that are designated for 2014-15 as stated in 2.2 below.
- 1.3.2 An additional 1.0 FTE certificated position will be added to the basic staffing formula at each of the additional schools that are designated for 2015-16 and 2016-17 as stated in 2.2 below.

## 2. <u>Designation of Schools</u>

- 2.1 The extended duty year and extended duty day working conditions set forth below shall apply at schools that have been designated using the Local Control Funding Formula and the School Quality Improvement Index.
- 2.2 A total of ten (10) elementary schools shall be designated for 2014-15; a total of twenty (20) elementary schools shall be designated for 2015-16; and a total of ten additional elementary schools shall be designated by the end of the 2016-17 school year.

## 3. Transfer

- 3.1 Effective for 2014-2015 the District will make good faith efforts to accommodate requests for teacher transfers to or from designated school sites by conducting a transfer fair by August 1, 2014. For the 2015-16 school year and subsequent years thereafter, any unit member who does not wish to remain at a designated school may seek a lateral (voluntary) transfer consistent the provisions of Article 61, Transfer and Assignment.
- 3.2 Effective for the 2014-15 school year and thereafter, unit members serving at designated schools who do not wish to remain at those schools may seek an overage transfer regardless of whether there is a reduction in staffing need at his/her designated school. However, if the unit member is not selected for an overage transfer, the unit member shall remain at his/her designated school.

## 4. Applicability of This Article

- 4.1 The provisions set forth above with respect to the extended school year and extended duty day shall only apply to those unit members working at designated schools and except as specifically set forth below, the provisions of this Collective Bargaining Agreement shall continue to apply in the same manner as existed prior to the inclusion of this section.
- 4.2 Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that this Article shall terminate if for any reason there exists an inability for full funding through LCFF or successor legislation.

## INITIAL SALARY PLACEMENT: Rules Governing Placement upon the Salary Schedule.

- \* A teacher with provisional credential and less than a BA degree shall receive \$500 per year less than Class I and may not advance past Step 5.
- \*\* Maximum for a nurse with the Health and Development Credential but less than a BA degree.

NOTE: Levels below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class I is a BA plus 30 units; however, exceptions may be made when conditions warrant such exceptions. Unit members with a full credential but with less than a BA plus 30 units shall advance beyond Class I, Level I, only if they were hired prior to 1969-70.

#### Class I -

BA Degree plus thirty (30) semester hours, with General Secondary, General Elementary, Standard Secondary, Standard Elementary or Vocational Credential with teacher teaching in his/her field with a partial fulfillment vocational credential. All units and credentials must be verified and recorded in the Division of Human Resources/Labor Relations.

#### Class II -

BA Degree plus forty-five (45) semester hours with appropriate teaching credential; or a vocational teacher teaching in his/her field with a clear vocational credential. All units and credentials must be verified and recorded in the Division of Human Resources/Labor Relations.

## Class III -

BA Degree plus sixty (60) semester hours with appropriate teaching credentials; or a vocational teacher teaching in his/her field with a clear vocational credential plus the completion of the equivalent of 15 semester units of a personalized preparation program. All units and credentials must be verified and recorded in the Division of Human Resources/Labor Relations.

### Class IV -

BA Degree plus seventy five (75) semester hours with appropriate teaching credential or a vocational teacher teaching in his/her field with a Clear Vocational Credential and a Bachelor's degree. All units and credentials must be verified and recorded in the Division of Human Resources/Labor Relations

\*Class V (A05) is not effective until July 1, 2015, and placement on Class V (A05) for 2015-2016 is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the 2015-2016 school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e. additional 9 units by July 1, 2018, etc).

Rates set forth for Class V (A05) for 2015-2016 are based on the current 2014-15 Salary Schedule and will be updated to reflect any negotiated changes for 2015-2016.

#### FRESNO UNIFIED SCHOOL DISTRICT

Basic Salary Schedule, Effective July 1, 2015 Schedule A Teachers, Librarians 185 \* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K12 teaching service

Level	CLASS	I (A01) BA+30	CLASS II (A02) BA+45	С	LASS III (A03) BA+60	CLASS	IV (A04) BA+75	*CL/	ASS V (A05)
···		<del></del> -	N	on-Cred	lentialed Teac	hers			
0	\$	42,798.49	\$ 45,366	,42 \$	47,934.33	\$	50,502.22	\$	52,017,28
			Full	-Creden	itialed Teache	rs			
1	\$	45,366.42	\$ 47,934	.33 \$	50,502.22	\$	53,070.13	\$	54,662.23
2	\$	47,934.33	\$ 50,502	2.22 \$	53,070.13	\$	55,638.05	\$	57,307.19
3	\$	50,502.22	\$ 53,070	).13 \$	55,638.05	\$	58,205.96	\$	59,952.14
4	\$	53,070.13	\$ 55,638	.05 \$	58,205.96	\$	60,773.86	\$	62,597.08
5	\$	55,638.05	\$ 58,205	5.96 \$	60,773.86	\$	63,341.78	\$	65,242.03
6	\$	58,205.96	\$ 60,773	3.86 \$	63,341.78	\$	65,909.69	\$	67,886,97
7	\$	60,773.86	\$ 63,341	.78 \$	65,909.69	\$	68,477.60	\$	70,531,92
8			\$ 65,909	.69 \$	68,477.60	\$	71,045.51	\$	73,176.87
9				\$	71,045.51	\$	73,613.41	\$	75,821.81
10					·	\$	76,181.31	\$	78,466.75

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience form another district, you will begin at level 8.

Career Increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credit service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

For example, a Teacher in class IV, level 10 meeting the appropriate years of service would receive the following compensation:

YEARS OF SERVICE	PERCENT OF SALARY	CARE	ER INCREMENT	SALARY	ssional Learning
11	1.6%	\$	1,218.90	\$ 77,400.21	\$ 79,722,22
12	3.2%	\$	2,437.80	\$ 78,619.11	\$ 80,977.69
13	4.8%	\$	3,656.70	\$ 79,838.01	\$ 82,233.15
14	6.4%	\$	4,875.60	\$ 81,056.91	\$ 83,488.62
15	8.0%	\$	6,094.50	\$ 82,275.81	\$ 84,744.09

## ADDITIONS TO PLACEMENT ON THE BASIC SCHEDULE

\$100 for MA on all classes

\$200 for BA + 90

\$200 for earned Doctorate

\$1000 for National Board Certification for Teachers

NOTE: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 is a BA + 30 units; however, exceptions may be made when conditions warrant such exceptions. Unit members with less than a BA+ 30 units shall advance beyond Class 1, Step 1 only if they were hired prior to 1969-1970.

\*Class V (A05) is not effective until July 1, 2015, and placement on Class V (A05) for 2015-2016 is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the 2015-2016 school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e. additional 9 units by July 1, 2018, etc).

Rates set forth for Class V (A05) for 2015-2016 are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

### FRESNO UNIFIED SCHOOL DISTRICT

Basic Salary Schedule, Effective July 1, 2015

Schedule A Nurses, Speech Language Pathologist 185 \* Duty Days

#### PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K12 teaching service

Level	evel CLASS I (A01) BA+30		CLASS I (A01) BA+30		CLASS II (A02) BA+45		CLASS III (A03) BA+60		CLASS IV (A04) BA+75		*CLASS V (A05)	
			Non-	Crede	ntialed Teac	hers						
0	\$	47,798.49	\$ 50,366.42	\$	52,934.33	\$	55,502.22	\$	57,017.28			
			Full-Cre	edenti	aled Teache	rs						
1	\$	50,366.42	\$ 52,934.33	\$	55,502.22	\$	58,070.13	\$	59,662.23			
2	\$	52,934.33	\$ 55,502.22	\$	58,070.13	\$	60,638.05	\$	62,307.19			
3	\$	55,502.22	\$ 58,070.13	\$	60,638.05	\$	63,205.96	\$	64,952.14			
4	\$	58,070.13	\$ 60,638.05	\$	63,205.96	\$	65,773.86	\$	67,597.08			
5	\$	60,638.05	\$ 63,205.96	\$	65,773.86	\$	68,341.78	\$	70,242.03			
6	\$	63,205.96	\$ 65,773.86	\$	68,341.78	\$	70,909.69	\$	72,886.97			
7	\$	65,773.86	\$ 68,341.78	\$	70,909.69	\$	73,477.60	\$	75,531.92			
8			\$ 70,909.69	\$	73,477.60	\$	76,045.51	\$	78,299.25			
9				\$	76,045.51	\$	78,766.35	\$	81,129.34			
10						\$	81,514.00	\$	83,959.42			

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience form another district, you will begin at level 8.

Career Increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credit service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

## For example, a Teacher in class IV, level 10 meeting the appropriate years of service would receive the following compensation:

YEARS OF SERVICE	PERCENT OF SALARY	CAREE	R INCREMENT	SALARY	*Profe	ssional Learning
11	1.6%	\$	1,304.22	\$ 82,818.23	\$	85,302.77
12	3.2%	\$	2,608.45	\$ 84,122.45	\$	86,646.12
13	4.8%	\$	3,912.67	\$ 85,426.67	\$	87,989,47
14	6.4%	\$	5,216.90	\$ 86,730.90	\$	89,332.82
15	8.0%	\$	6,521.12	\$ 88,035.12	\$	90,676.18

## ADDITIONS TO PLACEMENT ON THE BASIC SCHEDULE

\$100 for MA on all classes

\$200 for BA + 90

\$200 for earned Doctorate

\$1000 for National Board Certification for Teachers

NOTE: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 is a BA + 30 units; however, exceptions may be made when conditions warrant such exceptions. Unit members with less than a BA+ 30 units shall advance beyond Class 1, Step 1 only if they were hired prior to 1969-1970.

\*Class V (A05) is not effective until July 1, 2015, and placement on Class V (A05) for 2015-2016 is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the 2015-2016 school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e. additional 9 units by July 1, 2018, etc).

Rates set forth for Class V (A05) for 2015-2016 are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

## FRESNO UNIFIED SCHOOL DISTRICT Child Development Center & \*Pace Teachers

LEVEL T5261	CLASS I* (C01) Less Than 60 Units	CLASS II (C02) 60-89 Units	CLASS III (C03) 90 Units No Degree	CLASS IV (C04) BA w/o Cred	CLASS V (C05) BA/Cred
C-1	\$40,632.48	\$43,743.60	\$46,687.68	\$49,527.36	\$52,826.40
C-2	\$43,743.60	\$46,687.68	\$49,527.36	\$52,826.40	\$55,624.32
C-3	\$46,687.68	\$49,527.36	\$52,826.40	\$55,624.32	\$58,777.20
C-4	\$49,527.36	\$52,826.40	\$55,624.32	\$58,777.20	\$61,721.28
C-5		\$55,624.32	\$58,777.20	\$61,721.28	\$63,057.60
C-6			\$61,721.28	\$63,057.60	\$68,089.68
C-7					\$70,992.00
C-8					\$73,974.20
C-9					

## FRESNO UNIFIED SCHOOL DISTRICT Child Development Center & \*Pace Teachers

LEVEL	Les	SS I* (C01) s Than 60 Units	ı	SS II (C02) 89 Units	90	SS III (C03) Units No Degree	 LASS IV (C04) w/o Cred	С	LASS V (C05) BA/Cred
C-1	\$	19.46	\$	20.95	\$	22.36	\$ 23.72	\$	25.30
C-2	\$	20.95	\$	22.36	\$	23.72	\$ 25.30	\$	26.64
C-3	\$	22.36	\$	23.72	\$	25.30	\$ 26.64	\$\$	28.15
C-4	\$	23.72	\$	25.30	\$	26.64	\$ 28.15	\$	29.56
C-5			\$	26.64	\$	28.15	\$ 29.56	\$	30.20
C-6			\$	-	\$	29.56	\$ 30.20	\$	32.61
C-7			\$	-	\$	-	\$ _	\$	34.00
C-8					\$	-	\$ -	\$	35.43
C-9									

NOTE: Placement below the solid line is reserved for active Center Supervisors and Lead Teachers.

BONUS: additions to placement on Basic Schedule: \$100 for MA Degree.

Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five years of service credit shall be granted for out-of-District service

<sup>\*</sup>Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions

## FRESNO UNIFIED SCHOOL DISTRICT

Pre-School Teachers Effective July 1, 2015 183 Duty Days - Annual Salary

Level	CLASS I* (R01) Less Than		CLASS II (R02) 60-89 Units		CLASS III (R03) 90 Units No Degree		LASS IV (R04) BA w/o Credential	CLASS V (R05) BA with Credential		
R-1	\$ 28,491.	31 \$	30,670.19	\$	32,730.66	\$	34,720.08	\$	37,041.07	
R-2	\$ 30,670.	19 \$	32,730.66	\$	34,720.08	\$	37,041.07	\$	39,006.82	
R-3	\$ 32,730.	66 \$	34,720.08	\$	37,041.07	\$	39,006.82	\$	41,209.38	
R-4	\$ 34,720.	08 \$	37,041.07	\$	39,006.82	\$	41,209.38	\$	43,269.84	
R-5		\$	39,006.82	\$	41,209.38	\$	43,269.84	\$	44,217.18	
R-6				\$	43,269.84	\$	44,217.18	\$	47,746.04	
R-7								\$	49,782.81	
R-8								\$	51,866.97	

## FRESNO UNIFIED SCHOOL DISTRICT

Pre-School Teachers Effective July 1, 2015 Hourly Rates

Level	CLASS I *(R01) Less Than 60 Units		CLASS II (R02) 60-89 Units		CLASS III (R03) 90 Units No Degree		CLASS IV (R04) BA w/o Credential		CLASS IV (R05) BA with Credential	
R-1	\$	19.46	\$	20.95	\$\$	22.36	\$	23.72	\$	25.30
R-2	\$	20.95	\$	22.36	\$	23.72	\$	25,30	\$	26.64
R-3	\$	22.36	\$	23.72	\$	25.30	\$	26.64	\$	28.15
R-4	\$	23.72	\$	25.30	\$	26.64	\$	28.15	\$	29.56
R-5			\$	26.64	\$	28.15	\$	29.56	\$	30.20
R-6		•••			\$	29.56	\$	30.20	\$	32.61
R-7									\$	34.00
R-8									\$	35.43

Bonus: Addition to Placement on Basic Schedule: (Additive)

Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose, shall mean years of service in FUSD, except that up to five years of service credit shall be granted for out-of-District service. Preschool teachers who teach two class sessions shall have the option, after consulting with the principal, of scheduling a 30 minute duty-free lunch period. This period shall be outside of the four (4) hour time block required for each class session. Preschool teachers shall be able to submit up to three (3) hours per class per month for extra duty hours, in accordance with the existing requirements.

## FRESNO UNIFIED SCHOOL DISTRICT

Basic Salary Schedule, Effective July 1, 2015
Schedule A – JROTC INSTRUCTORS - ARMY 218\* Duty Days

## PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K12 teaching service

Level	CL	ASS I (A01)	CLASS II (A02)		CLASS III (A03)	CLASS IV (A04)		
	Preliminary Cred		Clear Cred		Clear Cred + 15	Clear Cred + BA		
			Non-Credentialed	Teacher	S			
0	\$	50,432.83	\$ 53,45	8.80 \$	56,484.77	\$	59,510.72	
		<u> </u>	Full-Credentialed	Teacher	S			
1	\$	53,458.80	\$ 56,48	4.77 \$	59,510.72	\$	62,536.69	
2	\$	56,484.77	\$ 59,51	0.72 \$	62,536.69	\$	65,562.67	
3	\$	59,510.72	\$ 62,53	6.69 \$	65,562.67	\$	68,588.65	
4	\$	62,536.69	\$ 65,56	2.67 \$	68,588.65	\$	71,614.61	
5	\$	65,562.67	\$ 68,58	8.65 \$	71,614.61	\$	74,640.58	
6	\$	68,588.65	\$ 71,61	4.61 \$	74,640.58	\$	77,666.54	
7	\$	71,614.61	\$ 74,64	0.58 \$	77,666.54	\$	80,692.52	
8			\$ 77,66	6.54 \$	80,692.52	\$	83,718.49	
9				\$	83,718.49	\$	86,744.46	
10						\$	89,770.42	

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience form another district, you will begin at level 8.

Career Increment: Career increment of 1.6% each year from the 11<sup>th</sup> to 15<sup>th</sup> year to a total of 8.0% at the 15<sup>th</sup> year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

For example, a Teacher in class IV, level 10 meeting the appropriate years of service would receive the following compensation:

YEARS OF SERVICE	E PRECENT OF SALARY	CAREE	ER INCREMENT	SALARY	, , , , , , , , , , , , , , , , , , , ,
11	1.6%	\$	1,436.33	\$	91,206.75
12	3.2%	\$	2,872.65	\$	92,643.07
13	4.8%	\$	4,308.98	\$	94,079.40
14	6.4%	\$	5,745.31	\$	95,515.73
15	8.0%	\$	7,181.63	\$	96,952.05

#### ADDITIONS TO PLACEMENT ON THE BASIC SCHEDULE

\$100 for MA on all classes

\$200 for BA + 90

\$200 for earned Doctorate

\$1000 for National Board Certification for Teachers

NOTE: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 is a BA + 30 units; however, exceptions may be made when conditions warrant such exceptions. Unit members with less than a BA+ 30 units shall advance beyond Class 1, Step 1 only if they were hired prior to 1969-1970.

## **INDEX**

Placement Upon the Salary Schedule, 16 Buyback/Staff Development, 15 Resignation Career Increment, 16 Effective Date, 13 Class Advancement on Salary Schedule, 18 Retiree Benefits - Medical Health Plan Designated Schools, 25 Eligibility, 9 District Assigned Work, 24 Salary, 14 Extra Pay Contract Salary Schedule Negotiation Procedures, 21 General Provisions, 18 Extra Pay for Extra Services (EPES), 15 Placement, 16 Fringe Benefits, 5 Rules Governing Placement, 16 Eligibility Provisions, 5 Time Factors, 20 Health Benefits, 5 Units for Advancement, 17 Health Fund, 7 Staff Development Underfunding, 7 Buyback, 15 Initial Salary Placement, 29 Staffing Ratio Joint Health Management Board (JHMB), 6 Request for Staffing Ratio & Class Size Authority, 5 Adjustment Form, 15 Duties, 6 Summer School, 23 Retiree Benefits, 7 Supplemental Compensation for District-Voting, 6 Assigned Work, 24 Miscellaneous Provisions, 13 Units for Advancement, Rules Governing, 17 Overpayment, 19