

**Collective Bargaining  
Agreement between  
Fresno Unified School  
District and  
Fresno Teachers  
Association/CTA/NEA:  
July 1, 2004 - June 30, 2007**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRESNO UNIFIED SCHOOL DISTRICT

AND

FRESNO TEACHERS ASSOCIATION/CTA/NEA

July 1, 2004 - June 30, 2007

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Eva L. Chavez, Administrator  
Representative, Board of Education

RATIFIED BY  
BOARD OF EDUCATION  
August 24, 2005

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Luisa Medina, President  
Board of Education

RATIFIED BY  
FRESNO TEACHERS ASSOCIATION  
August 1, 2005

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Larry Moore, President  
Fresno Teachers Association

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Marc Cryer, Associate Executive Director  
Fresno Teachers Association

FRESNO TEACHERS ASSOCIATION  
NEGOTIATING TEAM MEMBERS

Larry Moore ..... President  
Barry J. Bennett ..... Attorney  
Bennett & Sharpe  
Greg Gadams ..... Bargaining Chair  
Teacher, Hamilton Elementary  
Marc Cryer ..... Associate, Executive Director  
Leonard Barton ..... Team Member  
Roosevelt High School  
John Hazelett ..... Team Member  
DeWolf High School  
Viola Melella ..... Team Member  
Holland Elementary  
Eva Ruiz ..... Team Member  
Sunset Elementary

FRESNO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

Luisa Medina ..... President  
Carol Mills ..... Clerk  
Patricia R. Barr ..... Member  
Valerie F. Davis ..... Member  
Janet Ryan ..... Member  
Manuel G. Nuñez ..... Member  
Tony Vang, Ed.D. .... Member

SUPERINTENDENT OF SCHOOLS  
Michael E. Hanson

FRESNO UNIFIED SCHOOL DISTRICT  
NEGOTIATING TEAM MEMBERS

- Gregory J. Dannis ..... Attorney  
Miller, Brown, & Dannis
- Eva L. Chavez ..... Administrator  
Labor Relations
- Jacque Canfield ..... Administrator  
Fiscal Services
- Andrew DeLaTorre ..... Director  
Benefits & Risk Management
- Teresa Calderon ..... Principal  
Addams Elementary
- Steve Gonzalez ..... Principal  
Yokomi Elementary
- John Marinovich ..... Assistant Superintendent  
Secondary Division

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## ARTICLE 1 - ADULT EDUCATION TEACHERS

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1. The Fresno Unified School District shall employ only persons qualified as stipulated in the Education Code to teach in Adult Education.
2. Preference shall be given to qualified bargaining unit members currently employed by the District, with the following exceptions:
  - A. The course content indicates need for an instructor who is currently practicing the skills being taught in the course content in his/her normal employment out of the field of public education.
  - B. Such class has been/is initiated on a trial basis by District agreement with a prospective instructor. (This shall not be construed or administered so as to staff classes with normal and usual course contents with personnel other than district bargaining unit members.)
3. Adult School teachers are generally employed on a program need. Pay is at the hourly rate as reflected in the salary schedule. Adult School teachers shall be evaluated annually during the first year of employment, and at least every other year thereafter by the Adult School principal or designee.
4. The District shall develop and maintain a record of adult school unit member employees, their assignments, employment relationship and tenure status, hours employed and potential compensation. Copies of this record shall be transmitted to the Association with the necessary data to maintain its duty of representation for these unit members.
5. Sick leave will be accumulated at the rate of one hour for every 18 hours of paid employment. Sick Leave for full-time teachers shall be accumulated at one day per month of employment.
6. Classification of adult school teachers shall be as follows:
  - A. Permanent:

Thirty-Five (35) hours per week is a "full time" assignment. Teachers who meet the above criterion and who have completed two consecutive years in a full-time assignment and are in the third consecutive year of a full-time assignment are permanent. As complete school year requires service on 75% of the duty days (E.C. 44908).
  - B. Probationary

Teachers who meet the above criteria for permanency but have not yet satisfied the length of service are probationary.
  - C. Temporary
    - 1) Teachers working not more than 60% of the hours per week considered a full-time assignment as defined in section 10 are temporary regardless of length of service.
    - 2) Teachers who work in categorically funded programs are temporary regardless of length of service.
7. Work Year
  - A. The work year will consist of 196 days for teachers in open entry/open exit programs (including but not limited to the ABE, ESL, GED programs).

- B. Based on program need, the District may designate a work year different than 196 days for teachers on special assignment, non-open entry/ open exit programs, or resource positions.
8. A summer school session will be offered. Teacher assignments will be offered at the same rate of pay as that of the regular session and will be assigned by program need.
9. All personnel shall assume the following professional responsibilities:
- A. Being on duty at instructional site before and after the instructional assignment
  - B. Instructional planning, preparing lesson plans, preparing and selecting instructional materials
  - C. Reviewing and evaluating the work of students
  - D. Communicating and conferring with students, staff, and administrators
  - E. Maintaining appropriate records
  - F. Participating in professional activities
  - G. Professional growth and otherwise keeping current with developments within their areas or subjects of assignment
10. Teaching Hours
- A. Full-time teachers: The Work Day for full-time classroom teachers shall be as follows:
    - 1) The Work Day shall be 420 minutes.
    - 2) Instructional time shall be 330 minutes per day (55 minutes of instruction for each clock hour).
    - 3) Preparation time including breaks shall be 60 minutes per day.
    - 4) The Work Day includes a 30 minute duty free lunch.
  - B. Part-time teachers: The Work Day for part-time teachers shall be as follows:
    - A. Instructional time shall be 55 minutes for each hour of pay.
    - B. Preparation time including breaks shall be 10 minutes for each 55 minutes of instruction.
    - C. The District shall determine teacher schedule and location of assignment, including, but not limited to, split schedules and multi-site assignments.
11. If legislation passes which transfers adult education programs to other public agencies, FUSD will abide by legislation requirements as to determine employment rights of adult education teachers.###

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## ARTICLE 2 - AGREEMENT

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- 1. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Fresno Unified School District ("District") and the Fresno Teachers Association/CTA/NEA ("Association"), an employee organization.
- 2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").###

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### ARTICLE 3 - ASSOCIATION RIGHTS

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1. The Association and its members shall have the right to make reasonable use of District buildings and equipment facilities when not otherwise in use, and during non-student contact time for Association business.
2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communication to teachers. It is understood that copies of all such information that is of a general nature shall be simultaneously routed to the Superintendent's Office. It is also understood that all published information of a general nature from the District, pertinent to members of the teacher unit, shall also be forwarded immediately to the Association Office.
3. Authorized representatives of the Association shall be permitted, via prior scheduling clearance with the principal, to transact official Association business on school property during non-teaching duty times in accordance with the following provisions:
  - A. Bargaining unit members shall not attend Association meetings at the beginning of the day later than ten minutes prior to the beginning of their morning classes.
  - B. Bargaining unit members shall not attend Association meetings at the end of the day until ten minutes after their last regularly scheduled classes are dismissed, or 4:00 p.m., whichever is earlier.
  - C. Utilization of non-teaching duty time for Association meetings shall be reasonable so as to avoid unnecessary frequency. The District will endeavor to not interfere with the Association's ability to carry out meetings pertinent to its function of exclusive representative.
4. A "President's Leave" shall be granted to the President of the Association in conformance with Section 44987 of the California Education Code. Such leave will be granted for the term of office, and, upon reelection, an additional term. At the expiration of the leave, the teacher shall be returned to the position filled by the teacher when such leave was granted, unless the position was abolished or the teacher agrees to waive the return rights. The President shall be considered a member of the bargaining unit and as such will maintain all rights and benefits for the period of the leave. The Association shall reimburse the District for all salary/benefit costs that constitute the District's total obligation of employee expenses for the individual serving as Association President.
5. Names, addresses and telephone numbers of all District staff (who voluntarily provide such information to the District) shall be provided without cost to the Association and its members as soon as possible after the information is available to the District.
6. The District will furnish the Association such information as is necessary to allow the Association to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Association. If such information requires personnel or materials costs beyond normal procedure, the cost will be documented and the Association may be billed. The District will furnish all information that the District deems will contribute to better communications between the District, the Association and the bargaining unit members.
7. The Association shall be provided an account of one hundred thirty-five (135) teaching days of substitute pay annually which persons designated by the Association may utilize for meeting and negotiating, processing grievances, participating in affiliate committees and workshops, or any other purpose directly concerned with the Association fulfilling its function as exclusive representative. Any days unused in the first year shall be carried over for the second year. Any days unused in the second year shall be carried over into the third year. This shall not be so construed to have first year unused days carried over into the third year.
8. Association faculty representatives and executive board members shall be released from their schools

to attend Association Representative Council meetings at 3:15 p.m., or after their last class is excused, whichever is later. Utilization of non-teaching duty time for Association Representative Council meetings shall be reasonable so as to avoid unnecessary frequency.###

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**ARTICLE 4 - CHILD DEVELOPMENT CENTERS  
PERSONNEL AND WORKING CONDITIONS**

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1. Child Development Center Teachers currently employed in the District having a valid California teaching credential shall have opportunity to enter the District's voluntary transfer pool for the purpose of interviewing for permanent openings.
2. After the District has met its needs in transfer of permanent teachers, in accordance with the teacher transfer article in this Agreement, Child Development Center Teachers shall be given preference for other permanent openings, if qualified and well recommended.
3. Such teachers will be afforded previous service experience as a credentialed teacher, up to a limit of five (5) years.
4. Prior to hiring new Children Center personnel to fill positions vacated by existing personnel, the District will offer such employment to existing personnel who wish to go from part time to full time employment. Eligibility for fringe benefits coverage will be in accordance with past practice of the District.
5. Children Center personnel will serve their duty days in no more than two segments of continuous service.
6. Vacation Allowance - Child Development Center Teachers:

The actual computation for vacation will be converted from days to hours and will be based upon the prior year's hours worked.

<u>Period of Employment</u>	<u>Allowance in Working</u>	
	<u>Days for 10 and 12-Month Employees</u>	
	<u>10 Months</u>	<u>12 Months</u>
* 0 to 2 months prior to July 1	None	None

\* For vacation computation purposes, a month shall be construed as more than one-half of the normal working days of the regular employee's work month.

<u>Period of Employment</u>	<u>10 Months</u>	<u>12 Months</u>
3 months prior to July 1	2	2½
4 months prior to July 1	3	3½
5 months prior to July 1	4	4
6 months prior to July 1	4½	5
7 months prior to July 1	5½	6
8 months prior to July 1	6	7
9 months prior to July 1	7	7½
10 months prior to July 1	8	8
11 months prior to July 1	-	9
12 months prior to July 1	-	10
** 1 to 2 years	8	10
3 to 10 years	12½	15
11 to 15 years	15	18
16 or more years	16½	20

\*\* For longevity vacation allowance purposes, a year shall be construed as seventy-five percent (75%) or

more of the normal work year.

NOTE: In all cases vacation is advanced in the current school year. For example, in order for a twelve (12) month employee to be entitled to fifteen (15) days vacation, the employee must have completed two years and has begun the third year of employment.

Vacation Not Cumulative: On the theory that vacation is given annually for recreation and relaxation of the employees, it shall not be permitted to accrue for the purpose of taking extended vacations. Earned vacation may be taken at any time that is recommended by the Center Supervisors of the Child Development Centers and approved by the Coordinator of Children's Centers. If there is a conflict over vacation schedules, priority will go to the person having greatest seniority in the District. Center Supervisors at the Child Development Centers will approve vacations and maintain a vacation chart which is posted for all employees to view.

7. Holidays

The following holidays will be observed as legal or District holidays for Child Development Center Teachers:

- Independence Day
- Labor Day
- Admission Day
- Veterans Day
- Thanksgiving Day and the following day
- Christmas Holiday (December 24 p.m. and December 25)
- New Year's Day
- Lincoln's Birthday
- King's Birthday
- Washington's Birthday
- Memorial Day

Actual dates of the holidays' observances or the observance of the holidays are subject to change in accordance with State mandate and/or District scheduling.

8. Child Development Center Teachers will be provided with a one-half hour, duty-free lunch.
9. Child Development Center Teachers' work year shall be reduced ten (10) days below the maximum number of days required during the 1977-78 school year (261 days). Such days will be counted in the computation of vacation allowance and shall involve no reduction in level of annual remuneration. Child Development Center Teachers working less than maximum number of days required shall be credited with a percentage of the ten (10) days achieved by computing the percentage of their individually required days to the maximum days required.###

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## ARTICLE 5 - CLASS SIZE

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The provisions of this Agreement are intended to maintain class size at a reasonable and equitable level.

The following provisions shall be effective commencing with the 2005-2006 school year:

1. Staffing Ratio: Contractual staffing ratios shall be established at the 2003-2004 levels, and language regarding class size reduction programs shall be modified as follows:

Staffing of the Fresno Unified School District's standard basic program shall be based upon a teacher-pupil ratio of:

K-3*	1:20	Grades 7-8	1:29
Grades 4-6	1:30	Grades 9**-12	1:31

\*Subject to continued full funding of the class size reduction program by the State of California, however, this ratio can be modified as permitted by changes in legislation.

\*\*Classes in grade 9 will be reduced subject to the state and federal class size reduction programs, however, this ratio can be modified as permitted by changes in legislation.

The utilization of such ratios will be established in conformance with the following provisions:

- A. Only standard classroom teachers shall be included in the computation of ratios. Nurses, librarians, resource teachers, work experience supervisors, teachers on special assignment, special education teachers, or any personnel whose assignment function consists of other than instruction of pupils shall not be included in computation of ratios (except as covered in section 1-C).
- B. The numerical expression of teachers in the ratios shall be computed in the modality of full-time equivalencies.
- C. Persons whose assignment consists partially of classroom teaching shall be included in such ratios only to the extent of the percentage of their assignment devoted to instruction of pupils.
- D. Neither Adult School nor Summer School teachers/students shall be included in the computation nor be covered by the provisions of this article.

2. Class size:

- A. The District shall make every effort to utilize every reasonable and economically feasible means available to meet the following "target" class sizes:

Grades 4-6:	34	Grades 7-12:	37*
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\*Exceptions: Vocal/Instrumental Music, Drama, P.E., and classes in which maximum participation is encouraged.

- B. The foregoing targets apply after the first thirty (30) instructional days have elapsed for Grades 4-6, and by November 15 for Grades 7-12.
- C. Within five (5) working days of receiving a written request by affected teacher(s), the Principal shall provide a written explanation regarding any classes that exceed the targets set forth above or are claimed to represent an inequitable distribution of students. This document shall be distributed to the appropriate Assistant Superintendent and FTA.

3. Within standard secondary schools, grades 7-12, an augmentation to the teaching staff responsible for instruction in the core curriculum shall be applied as follows:

- A. This augmentation shall be based only on the number of students assigned to instruction in the core curriculum.
- B. Using the ratios identified in Section 1 above, the number of teachers required for core curriculum instruction shall be determined.

- C. That number of teachers shall then be augmented by 1/5 of one teacher for each 200 students enrolled in the core curriculum except that the District shall not be required to exceed the 1983-84 augmentation staffing level. This augmentation of teachers will be used to lower class size in classes where the primary responsibility is in the instruction of the core curriculum.
  - D. There shall be equitable distribution (up to the maximum stated in "C.") of such teachers to individual schools eligible for staff augmentation.
- 4. Nothing shall prohibit directly involving teachers within a department, grade level grouping, or a total school from effecting mutual agreement with appropriate management personnel to vary size groups or classes so as to afford more flexibility in instructional program. This provision shall not be construed so as to constitute license for such agreed upon variance to inequitably affect the loads/class sizes of other teachers not directly involved with the program mechanism as described.
  - 5. It is recognized that within individual schools it is desirable to equitably level classes as soon as possible in the school year and to effect a balance among classes in the several disciplines. To enhance such balance in each instructional area, it is expected that schools will be governed by the following process:
    - A. After augmentation identified in Section 2 above, the number of sections required in each instructional area will be determined.
    - B. The average class size in each instructional area will then be established by dividing the number of students enrolled in that area by the number of sections identified. The augmentation of teachers used in basic skills shall not be used in determination of averages.
    - C. All classes that are more than twenty percent (20%) above this average or more than thirty percent (30%) below must then be justified by the principal with the advice of the teaching staff within that instructional area. The provisions of this sub-paragraph are not subject to the grievance procedure.
  - 6. In grades 4-6, all classes having thirty-three (33) students or over shall be assigned a three and one-half (3-1/2) hour aide, unless it is mutually agreed upon between the teacher and the District that no aide shall be provided. The District cutoff date for determining classes with thirty-three (33) or more students will be the end of the 1st and 5th reporting periods. Within three weeks following the cutoff date all aide assignments for the remainder of the semester will have been made for classes of thirty-three (33) or more students. The Association shall have the right to appeal to the Superintendent or his/her designee any alleged manipulation of the distribution of students to avoid compliance with this section.
  - 7. Both parties endorse improving staffing of certificated school nurses. Toward that end, staffing will increase by 5 FTE's over 1999-2000 General Fund staffing levels for 2000-2001, and an additional 5 FTE's for 2001-2002.
  - 8. Special Education: A joint committee of representatives, including special education teachers and District representatives shall be formed within six (6) months of ratification of this agreement to discuss and make recommendations to FTA and the District regarding special education staffing.###

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## ARTICLE 6 - CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

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1. The District and Association agree to implement the Classroom Teacher Instructional Improvement Program in accordance with Education Code Sections 44700 through 44705 and the following provisions of this article.
2. The purpose of the Classroom Teacher Instructional Improvement Program is to provide funds to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction. Grants made pursuant to this provision shall supplement, and not supplant, regular instructional activities.
3. Any teacher eligible to receive an instructional improvement grant or any group of eligible teachers, may submit a grant proposal to the Grant Committee.
4. Each grant recipient shall be a full-time teacher whose primary duty is classroom instruction.
5. Eligible individual teachers shall receive a grant for any amount not in excess of \$2,000 per fiscal year. A grant proposal submitted by a group of teachers shall receive a grant for any amount not in excess of \$2,000 per fiscal year for each eligible teacher in the group.
6. No portion of this program shall be budgeted or paid from General Fund monies. The program shall be implemented only to the extent that special funding from the State is provided. If the funding is decreased at any time during the life of the program, the program will be decreased proportionately.
7.
  - A. The Instructional Improvement Grants Committee shall be composed of six (6) permanent full-time teachers whose primary duty is classroom instruction and five (5) administrators, of which one must be a building principal. The committee may be modified by mutual agreement of the Association and the District. Teacher representatives whose primary duty is classroom instruction from the collective bargaining unit shall always constitute a majority of the committee.
  - B. The committee chairperson shall be elected by the committee.
  - C. The Association shall select permanent full-time teachers whose primary duty is classroom instruction to serve as teacher representatives on the Grants Committee by a method to be determined by the Association.
  - D. The committee membership shall be determined no later than April 1 of any year. Representatives shall serve for a 1-year minimum term.
  - E. The committee shall meet during the regular work hours and/or work year of the teacher representatives. In the event this is not possible, teachers shall be granted hour-for-hour compensatory time.

- F. Release time shall be provided for teacher representatives to perform committee work.
- G. The Grants Committee is responsible for the following:
  - Establishing procedures for the evaluation of grant proposals;
  - Reviewing and considering all proposals;
  - Making recommendations to the District's governing board;
  - Establishing procedures for the review of the use of grant funds.
- 8. The Board of Education shall consider only grant projects which have been recommended by the Grants Committee.
- 9. The Board of Education may reject any recommended project. If the Board rejects any proposals, the reason for the rejection shall be stated, and the committee may resubmit after review.
- 10. The committee shall approve its recommendations for grants to the Board of Education by a majority vote of the committee.
- 11. The committee shall seek applicants for grants from the body of bargaining unit members who are eligible under the law.
- 12. Application for grants shall be made on forms provided by the committee.
- 13. Each application must include a complete budget listing all expenditures and obligations. Each application must also provide for an evaluative review or report for each grant program as part of each grant proposal.
- 14. The committee shall operate under Robert's Rules of Order, and such bylaws or standing rules as it may adopt by a majority vote to regulate its own procedure.###

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## ARTICLE 7 - COMPENSATORY TIME

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Any unit member may utilize accumulated compensatory time by notification to the site principal of the intent to use and the date of intended use and by securing a substitute through the procedure for obtaining a substitute. Under normal circumstances, this procedure should be implemented as soon as possible, preferably at least 10 days, in advance of the use of compensatory time. Failure to obtain a substitute will be a denial of the intended use. A site principal may request that Division of Human Resources/Labor Relations deny the utilization of compensatory time, however the request must be based on a condition that the unit member's presence on-site is necessary on the day of intended use.

- 1. Upon the accumulation of three (3) periods of coverage, a teacher may be allowed one-half ( $\frac{1}{2}$ ) day release with the District providing a substitute teacher.
- 2. The accumulation of five (5) periods of coverage entitles the teacher to one (1) full-day release.
- 3. A teacher may not be released more than two (2) full days at a time regardless of the number of days

accumulated.

4. A teacher may elect to be paid for all accumulated compensatory time at the end of each year at the substitute rate (\$13 per period) or a teacher may elect to carry over twenty (20) periods for use in the next semester. ###

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#### ARTICLE 8 - COMPLETION OF NEGOTIATIONS

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1. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
2. This article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual re-opener agreement and other provisions in this Agreement continue in full force and effect.###

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#### ARTICLE 9 - COMPUTATION FOR TENURE

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1. Service rendered which is less than seventy-five percent (75%) of a full school year and/or less than fifty percent (50%) of the school day may not be counted toward tenure.
2. Adult School teachers may obtain tenure in accordance with provisions of the Education Code; however, if a teacher obtains permanent classification in the Adult School and later is eligible for tenure in the regular day school by reason of serving the probationary period therein, he/she shall be given his/her choice as to which he/she shall take.
3. Seventy-five percent (75%) of the number of days the Adult School of the District is in session shall be considered a complete year.
4. Nothing in this article shall be construed so as to infer that the merits of whether tenure should be granted is subject to the Grievance Procedure within this Agreement.###

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## ARTICLE 10 - CONCERTED ACTIVITIES

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1. It is understood and agreed that there will be no strike, work stoppage, slowdown, or concerted refusal to perform normal job functions and responsibilities by the Association, its officers and/or agents, or members of the teacher bargaining unit during the term of this Agreement.
2. The Association recognizes its duty and obligation to make every effort toward inducing all teachers to comply with the provisions of this Agreement. In the event of any strike, work stoppage, slowdown or concerted refusal to perform normal job functions and responsibilities during the term of this Agreement by teachers, the Association agrees in good faith to take responsibility to cause those teachers to cease such action.
3. It is agreed and understood that employees violating this article are subject to appropriate discipline up to and including termination by the District.
4. It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the District for redress and/or damages.
5. Actions by the District taken under this article shall be subject to grievance or legal redress and/or damages.
6. In the event the arbitrator finds a violation of this article, he/she shall have no authority to rule on the appropriateness of the District's action.
7. Nothing in this article shall be so construed as to prevent either party from seeking immediate temporary judicial relief by a court of competent jurisdiction.###

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## ARTICLE 11 - DESIGNATION OF DEPARTMENT CHAIRPERSONS

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1. Prior to the close of each school year, the membership of each secondary department may submit the name of a nominee for department chairperson, if that department is organized with a department chairperson.
2. Should the principal not ratify the nomination, he/she may call for an additional nominee.
3. Should concurrence not occur following a second nomination, the selection of the department chairperson shall be made by the principal, after consultation with the principal's superior.
4. A classroom teacher who has been nominated by the department and rejected by the principal may request to meet with the principal and his/her superior or superior designee and discuss the reasons for the rejection.###

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## ARTICLE 12 - DISTRICT COMMUNICATIONS

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The District agrees that all management or supervisory written communications from the Central Office to site administrators, other school personnel management, or all bargaining unit members, which might directly affect bargaining unit members shall be simultaneously directed to the Association. This does not include management or supervisory communications to site administrators, other school personnel, or bargaining unit members which have to do with any matters which are personal or otherwise legally confidential.###

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## ARTICLE 13 - DISTRICT RIGHTS

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1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.

Included in but not limited to those powers and authority are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the school calendar; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine class size; determine the curriculum; build, move or modify facilities; establish budget procedures and determine the methods of raising revenue; establish evaluation procedures; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to act to hire, classify, assign, evaluate, promote, transfer, terminate and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and all specific and express terms of this Agreement.###
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## ARTICLE 14 - DUTY YEAR

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1. The 2002-2003, 2003-2004, 2004-2005 traditional school years shall provide for 180 teaching days and three (3) days reimbursable staff development days, and two (2) days of institute for a total of 185 Work Days.
2. The year-round school year shall contain 176 teaching days, and three (3) reimbursable Staff Development days and four (4) Institute days for a total of 183 Work Days.###

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## ARTICLE 15 - EARLY RETIREMENT

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1. The Fresno Unified School District may provide incentive in the form of a partial contract to bargaining unit members who qualify for an early retirement.
2. The following guidelines shall be utilized:
  - A. Two optional plans for part-time employment shall be in effect, entry to either plan to be subject to agreement between the District and the individual bargaining unit member.
  - B. Bargaining unit members entering the plans are to be afforded a specific duties description and a specified amount of duty time refined into calendarized dates and hours.
  - C. Bargaining unit members entering the plans shall be guaranteed five (5) years part-time employment.
  - D. Bargaining unit members making application for participation in either option shall, upon making application and prior to making a final commitment to enter either plan, be provided with information describing the personal financial ramifications of entry into either option. Such analysis shall be provided by the Fresno Unified School District, Division of Human Resources/Labor Relations and to include an estimate of monies to be received from salary and STRS benefits over a twenty (20) year period under either optional plan contrasted to what would be earned over the same period through continued full-time service and regular retirement.
3. Plan A: Early Retirement Employment Contract
  - A. The District will enter an annual contract with the bargaining unit member. The bargaining unit member may cancel such contract upon thirty (30) calendar days written notice to the District.
  - B. The contract will specify the calendar for services rendered. Total days of service to be provided by the bargaining unit member shall not exceed the number of days arrived at by dividing the daily rate from the step and class from which they retired into the agreed amount of the contract. Total days of service shall be rendered on consecutive working days unless some other arrangement is specifically agreed to by the parties to the agreement. Determination of the dollar amount is solely the prerogative of the District, but is not to exceed the maximum by law.
  - C. The District will continue to afford participation at the bargaining unit member's expense, in the District's insurance coverage for full-time employed bargaining unit members.
  - D. Neither the District nor the bargaining unit member shall assign the individual employment contract, or monies or services due, without the other party's written consent.

4. Plan B: Supplementary Employment Agreement
  - A. The District will enter into a written contract with individual bargaining unit members; such contract shall specify employment in accordance with the provisions contained in the California Education Code.
  - B. The bargaining unit members shall continue to perform the same services as they would normally render as a full-time employee unless otherwise mutually stipulated.
  - C. Bargaining unit members shall provide services in a period of time that is equal to at least one-half (50%) of the time service they would spend as full-time employees.
  - D. The District shall pay bargaining unit members annually a sum computed by multiplying the salary amount listed on the appropriate step/column position in the adopted salary schedule which the bargaining unit member would have been on if he had continued full-time service by the percentage of service time to be rendered.
  - E. The bargaining unit members shall be provided with all other rights and benefits for which they or the District makes payment, including those provided through Section 22724 of the Education Code, as if they were in full-time employment.
  - F. The District and the bargaining unit members shall submit contributions to the State Teachers Retirement System based on the compensation which would be earned if the bargaining unit members had continued as full-time employees.
5. Individual contracts of employment for bargaining unit members entering Plans A or B will conform to the provisions of their plan as specified in this article.###

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## ARTICLE 16 - EVALUATION AND PROFESSIONAL STANDARDS

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The parties endorse a high level of professional preparation and competence for all members of the bargaining unit. Attaining and maintaining high professional standards requires a joint commitment to provide the assistance, support, and proper teaching environment needed for the success of the bargaining unit member.

Standards shall be clear and consistent. Beginning with the 2000-2001 school year, the parties shall use the California Standards for the Teaching Profession (CSTP), or otherwise mutually agreed-to modifications of the CSTP. A jointly developed continuum of professional standards, based on the CSTP, will serve as a guide for reflective practice, continuous improvement, and evaluation.

### SECTION 1 - Evaluation

1. Evaluation: Evaluation is recognized as a desirable method to achieve the improvement of instruction, to identify skills and abilities that contribute to the success of the educational program, and to redirect skills and abilities that do not result in optimum pupil growth. Bargaining unit members may initiate positive documentation to the District for consideration. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and

confidence to exist between the evaluator and those evaluated. Evaluation is a process that includes an individual plan for advancement of professional practices and the completion of the evaluation instrument.

- A. Probationary and temporary employees shall be evaluated annually. Permanent employees and temporary employees with more than three years service shall be evaluated every two years. This section shall not be construed to be in conflict with any subsequent sections of this article.
- B. Effective with the beginning of the 2005-06 school year, permanent teachers who have been with the District at least ten (10) consecutive years, who are "highly qualified" pursuant to the laws and regulations under "No Child Left Behind" (20. U.S.C. 7801, et. seq.) and whose most recent evaluation rating is "meets" standards may be evaluated at least every five years, provided the teacher and his/her evaluator consent. At any time, the teacher or the evaluator may withdraw consent returning to the "at least every other year" cycle. The withdrawal of consent shall not be subject to the grievance procedure."

2. Definition of Rating Columns:

"Meets Standards" "Meets Standards" stipulates that the evaluatee has through observation of his/her professional practices, met the standards in the CSTP in a proficient<sup>1</sup> manner.

*(<sup>1</sup> "Proficient," from Webster's New Collegiate Dictionary: well advanced in an art, occupation, or branch of knowledge; having or manifesting the knowledge and experience needed for success in a trade or profession.)*

"Does Not Meet Standards" "Does Not Meet Standards" stipulates that the evaluatee has not met standards of professional practice as specified in the agreed-upon CSTP standards, as determined by the direct observation of professional practices.

Bargaining unit members shall be marked "Meets Standards" or "Does Not Meet Standards" in each of the six standards of the CSTP. Notwithstanding this, it is the intent of the parties to encourage bargaining unit members to advance their teaching practice on a continual basis against the standards in the CSTP. This shall be pursued by using the continuum of professional standards, as jointly developed by the parties, to develop individual plans for the improvement of professional practice to be used during the course of the evaluation process. The individual plans for improvement of professional practice may be used as a tool for the bargaining unit member's reflection on advancing his/her practice beyond the proficiency required for the "Meets Standards" designation.

The judgments reached by the evaluator are not subject to the grievance procedure. However, judgments concerning the professional practice of the bargaining unit member shall be based on evidence and data.

3. Criteria for Evaluation:

- C. The criteria for evaluation shall be based on the continuum of professional standards and the CSTP.

4. Evaluation Procedures:

- A. Before the close of the first two weeks of the school work year, the evaluatee shall be given a copy of the CSTP, and the continuum of professional standards, and shall be informed of his/her assigned evaluator.
- B. Bargaining unit members to be evaluated in a given school year will be so informed prior to the end of the first two weeks of school. The evaluation will be conducted by the administrator to whom the individual evaluatee is directly responsible. (Prime evaluator may delegate portions of the evaluative procedures, but is ultimately responsible for the final written evaluation summary, which must bear his/her signature.)

5. Evaluation Procedures Outline:

- A. Forty-fifth (45<sup>th</sup>) Working Day: Preliminary conference completed. The purpose of the preliminary conference shall be to reach agreement on an Evaluation Plan, which shall include the individual plan for advancement of professional practice by the bargaining unit member, and the number and types of observations by the evaluator.

The evaluatee and the prime evaluator shall both sign this Evaluation Plan, and the evaluatee will keep a copy. The evaluation plan may be revised during the course of the year with the mutual agreement of both the prime evaluator and the evaluatee. Revisions shall be signed by both parties.

- B. Sixtieth (60<sup>th</sup>) Working Day: Review of impasses on plans for advancement completed.
- C. Completion of Preliminary Evaluations: Prior to winter recess, initial evaluation completed of all bargaining unit members appearing to have difficulties; all other initial evaluations are to be completed by the end of the first semester. If the Preliminary Evaluation for a permanent bargaining unit member indicates that said member is not meeting standards, he/she shall choose one of the following three options. (NOTE: Option 3 may not be chosen to address a "Does Not Meet Standards" mark in standard six of the CSTP):
  - 1) continue through the evaluation process with no intervention or structured assistance; or
  - 2) request structured administrative intervention and support, with optional peer assistance through the Professional Assistance Program outlined below; or
  - 3) submit to full referral to the Professional Assistance Program for the remainder of the school year with continuance into the next school year, subject to the standards and guidelines for continued assistance as established by the Peer Assistance and Review (PAR) Panel.

Structured administrative intervention and support shall include identification of the specific professional practices that do not meet standards, the specific support the administration shall offer to the teacher to regain a proficient level of practice, and the timeline for the teacher to accomplish the improvement.

- D. Fifth (5<sup>th</sup>) through Eighth (8<sup>th</sup>) Month of School Year: Structured administrative intervention and support provided to the bargaining unit member, if requested.
  - E. Sixth (6<sup>th</sup>) through Ninth (9<sup>th</sup>) Month of School Year: Continual reevaluation with particular attention devoted to the standards of the CSTP that the bargaining unit member is not meeting in a proficient manner, as identified in the Preliminary Evaluation.
  - F. Thirty (30) Days prior to End of the School Year: Summary evaluation completed. If the bargaining unit member continues to have a "Does Not Meet Standards:" designation in any one standard of the CSTP, he/she shall receive a mandatory referral to the Peer Assistance and Review (PAR) Program. (Covered in Section 2.)
- 6. A Summary Evaluation Conference must be conducted thirty (30) days prior to the end of the school year for all bargaining unit members being evaluated.
  - 7. For program schedules covering an alternate calendarizing of the school year, timelines for the evaluation process shall be placed so as to result in a similar distribution of time blocks in the evaluation sequence, except where specific dates are mandated by law.
  - 8. The dates listed herein are benchmark dates. These dates do not negate the right to evaluate or conference as needs arise, consistent with the provisions of this Article.
  - 9. Evaluation procedures will be conducted in accordance with the following provisions:

Preliminary Conference:

- A. The preliminary conference must be held prior to the 45th working day of the evaluatee for bargaining unit members to be evaluated during the year.
  - B. The Evaluation Plan, which includes any individual plan for advancement of professional practices, shall be mutually developed between evaluator and evaluatee and shall be congruent to the CSTP and the continuum of professional standards. Mitigating factors should also be considered in this process.
    - 1) Assessment shall be by reflection, observation, documentation and conference.
    - 2) The Evaluation Plan shall include identification of one standard of the CSTP for the purpose of professional growth. (NOTE: This is distinct from the purpose of the evaluation form, which focuses on all six standards.
    - 3) No bargaining unit member shall be held accountable for any deficiencies in the educational program over which he/she has no authority to correct.
    - 4) Hearsay statements shall be excluded from written evaluations unless such statements are in writing and have been processed in conformance with other provisions in this contract.
- 10. Classroom Evaluation Procedures:

- A. Each classroom evaluation shall include information relevant to at least one full teacher lesson presentation and shall be followed by an evaluation conference within five (5) school days of observation in which the evaluator and the bargaining unit member shall review the observation and what is incorporated into the written evaluation. At least four (4) observations shall take place prior to any final decision to refer to the Peer Assistance and Review Program.
- B. Any bargaining unit member who receives an initial negative evaluation relevant to classroom techniques shall, upon request, be entitled to one subsequent observation, conference and written evaluation.
- C. The bargaining unit member's evaluator shall make constructive suggestions for correction of any cited areas which do not meet standards, and shall explain the options for obtaining appropriate assistance.
- D. If intervention brings the identified areas up to a proficient level of practice, subsequent evaluations will indicate this.
- E. During the course of the evaluation period, actual experience in the assignment may indicate a need for a modification of the Evaluation Plan. Modification may be proposed and accepted subject to the provisions of this Article. Modifications need to be written, agreed to, and signed by the parties.

11. General Provisions:

- A. The evaluatee and the prime evaluator will both sign copies of all forms, and the evaluatee will keep a copy. If the evaluatee refuses to sign a form, it will be so noted on the signature line and date.
- B. The Evaluation Plan may be revised during the course of the year with the mutual agreement of both the prime evaluator and the evaluatee. Revisions shall be signed by both parties.
- C. A summary evaluation conference must be conducted at least thirty (30) calendar days prior to the end of the evaluatee's school year for all personnel being evaluated.

12. Summary Evaluation:

- A. Purpose of Summary Evaluation: The summary evaluation provides the evaluatee with an assessment of his/her professional practice based upon the CSTP and the continuum of professional standards.
- B. Evaluator: The evaluator is designated on each job description. The delegation of the responsibility to other personnel is at the discretion of the evaluator. The final accountability of the evaluation is the designated evaluator's, and his/her signature must be placed on the evaluation form.

13. Lack of Agreement Procedure:

- A. Disagreement Definition: A lack of agreement will exist when the evaluatee and the evaluator acknowledge the difference of opinion or disagreement at the initial stage of establishing an Evaluation Plan or during the modification of agreed-upon Evaluation Plan.
  - B. Lack of Agreement Procedure: When the evaluatee and evaluator cannot resolve a difference of opinion over the Evaluation Plan, either of the two parties may request the assistance of an evaluation committee. This committee will review the disagreement and will offer a recommendation for its resolution. The findings of this committee are binding on both the evaluator and the evaluatee.
  - C. Committee Composition: The evaluator chooses a member, the evaluatee chooses a member, and the Superintendent chooses a member from the department most directly involved in the Lack of Agreement area of concern.
14. The District and FTA shall, as needed, jointly develop evaluation forms which conform to the provisions of this article.
15. The evaluation procedures delineated in this article do not apply to nurses.
16. Education Code Timelines
- A. The parties acknowledge the governing authority of the Education Code for certificated teacher releases and dismissal. Basic timelines include:
    - 1) March 15: Deadline for notice non-renewal of Probationary 2 bargaining unit members.
    - 2) May 15: Deadline for issuance of final dismissal notices to permanent bargaining unit members.

SECTION 2 – Peer Assistance and Review

1. There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "Program") for all unit members who have responsibility for the instruction of students.

The purpose of the Program is to improve student achievement, based on the premise that the quality of teaching is the most important factor within the District in improving student achievement. The goal of the Program is to improve the quality of teaching district wide, by providing an opportunity for exemplary teachers to assist others, both experienced and beginning, to achieve and maintain high standards of professional preparation and competence. With this Program, bargaining unit members accept the responsibility of maintaining standards in their profession, and the District accepts the responsibility to provide and support an environment that helps bargaining unit members excel.

The Program shall have three distinct components:

- A. Beginning Teacher Support Program

- 1) This component shall provide peer assistance and review to eligible first year teachers through consulting teachers on a ratio that does not exceed 1:15. Consulting teachers shall have primary evaluation responsibilities for teachers in this program.

Eligible first year teachers are generally considered to be teachers who are new to the profession. Teachers who are new to the District but who have prior teaching experience may, subject to approval by the PAR Panel, volunteer to participate in the first year program; otherwise they will be considered qualified for the Second Year Assistance Program.

- 2) The parties acknowledge and agree that upon state approval, the Induction Program will be integrated into the Beginning Teachers Support Program. Therefore, the Induction Program will become part of this PAR Program. The parties agree that the precise integration of this program is unknown at this time and further agree to revisit this subject and, upon either party's request, will negotiate appropriate changes upon receipt of recommendations from the PAR Panel.

B. Second Year Assistance Program

- 1) This component shall provide its service through full-time released consulting teachers on a ratio not to exceed 1:30 and be consistent with Induction Program requirements.

C. Permanent Teacher Intervention Program

- 1) This component of the Program shall provide intervention to permanent teachers who receive a "Does Not Meet Standards" rating in any of domains one through five of the California Standards for the Teaching Profession as provided in Section 1 of this Article through consulting teachers.

- 2) Permanent teachers desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis. The application should include the type and length of the desired assistance.

- a) The PAR Panel shall have the authority to accept or reject such referrals. Teachers who voluntarily request assistance upon suggestion of the principal during an evaluation year, and who choose to disclose this to the PAR Panel, shall receive priority consideration.

- b) If a teacher is accepted into the PAR program as a volunteer, documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

- 3) This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Section 1 (Evaluation) of this Contractual agreement.

2. Peer Assistance and Review Panel

- A. The Program shall be governed by the PAR Panel composed of three District members and four FTA members. Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members. Each party may designate one (1) ex officio member.
- B. The PAR Panel shall be responsible for:
- 1) Meeting at least four (4) times annually to review the work of the consulting teacher with their caseloads;
  - 2) Developing the budget for the Program subject to Board approval;
  - 3) Any decisions about eligibility for the Program;
  - 4) Selecting consulting teachers and (commencing 2001-2002) second year support providers;
  - 5) Evaluating consulting teachers and their documentation;
  - 6) Making the re-hire recommendation on first year probationary teachers to the Board of Education;
  - 7) Establishing and maintaining the selection process for consulting teachers consistent with laws and other criteria the panel may determine.
  - 8) Accepting or rejecting voluntary requests for assistance from individual teachers per Section 1, C, 2. above;
  - 9) Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Board of Education.
  - 10) Selecting its own chair,
  - 11) Reviewing consulting teachers' interventions, and
  - 12) Providing overall policy direction and support to the lead consulting teacher and the consulting teachers.
- C. A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 2. A. above.

D. Generally, the Panel shall meet within the Panel members' workday; however, stipend amounts specified in the Agreement shall be in consideration of work in addition to the regular duty time and duty year. A stipend of \$2,000 will be paid to each of the seven (7) panel members.

3. Consulting Teachers

A. Consulting teachers will work exclusively in the Beginning Teacher Support Program and the Permanent Teacher Intervention Program.

B. Consulting teachers shall be released full-time to work in this program.

C. The number of consulting teachers to be released shall be determined by the number of eligible evaluatees.

D. Consulting teachers shall have staggered terms; the first Lead Consulting Teacher shall have a four-year term, which will conclude on June 30, 2004.

E. The remaining consulting teachers shall be identified and employed for the 2000-2001 school year. Approximately half of the consulting teachers shall have two-year terms and the remainder three-year terms. After this start-up period, each consulting teacher shall have a three-year term.

F. All such terms are subject to annual evaluation by the Panel.

1) The documentation of such evaluation shall not be made a part of the consulting teacher's personnel file except upon the express written request of the individual consulting teacher.

G. The parties do not see this position as a part of the career ladder of an individual who seeks to be an administrator in the District.

H. Prior to starting service as a consulting teacher, each person so selected shall sign an agreement which provides, in part, a commitment to return to the classroom for a minimum of two years after leaving the Program.

I. Consulting teachers shall have responsibility for not more than 15 beginning teacher evaluatees, each of whom shall receive at least 20-hours of assistance per semester.

1) Each permanent teacher intervention assignment for an individual consulting teacher shall be calculated as two (2) evaluatees.

2) Each pre-intern, intern or emergency permit assignment for an individual consulting teacher shall be calculated as one and one-half (1½) evaluatees,

J. Consulting teachers shall have a 195-day work year (at per diem compensation) scheduled

by the PAR Panel.

- K. There shall be a Lead Consulting Teacher with a workload not to exceed 10 evaluatees; this reduced workload shall be in recognition of additional responsibilities which shall include, but not be limited to, scheduling the work of the consulting teachers and facilitating the work of the PAR Panel. The workload may be further reduced by the PAR Panel, if need arises.
- L. At the conclusion of their service, consulting teachers shall have return rights to a position for which the individual is qualified at their school of origin. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.
- M. Consulting teachers shall have the primary responsibility for the evaluation of first (1<sup>st</sup>) year eligible teachers for the evaluatees' first year. This shall be done in consultation/ cooperation with the principal;
- N. Consulting teachers may be assigned a subset of 2<sup>nd</sup> year eligible or probationary 2 teachers designated as needing support by the PAR Panel for whom the consulting teacher would serve as a resource. The principal would be the evaluator for all 2<sup>nd</sup> year eligible beginning and/or probationary teachers.

4. Permanent Teacher Intervention

- A. The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as "Does Not Meet Standards" in one or more of the California Standards for the Teaching Profession by the prime evaluator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file. Voluntary referrals do not get reported to the Board of Education, nor does the written documentation become a part of the personnel file.
- B. The prime focus of this Program is to provide assistance and renew quality teaching.
- C. Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the year when the teacher receives the "Does Not Meet Standards" rating. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the assigned consulting teacher to begin the development of a Teacher Development Plan. If the permanent teacher so desires, FTA shall provide representation in this meeting.
- D. During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the consulting teacher and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher and that it be based on the permanent teacher's adherence to the identified California Standard(s) for the Teaching Profession in which the unit member has been rated as "Does Not Meet Standards" and the evaluation procedures set forth in this article.
- E. The assistance shall be provided by the peer consulting teachers under this article and shall be closely monitored by this Program's governing Panel.

- F. Communication and consultation with the principal shall be ongoing.
- G. Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
- 1) Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, i.e., letter of warning, reprimand, etc., he/she may copy the consulting teacher who shall report the same to the Panel.
- H. The consulting teacher will share all written and verbal evaluation reports during a conference with the teacher on a regular basis. A copy of the written reports will be provided to the principal and the Panel.
- I. At the same time reports are made to the Panel regarding first year teachers, the consulting teachers will provide an oral report and all written documentation regarding the progress of the permanent teachers in the Peer Assistance and Review Program.
- 1) The teacher and principal may be present for the consulting teacher's presentation and will be given an opportunity to respond to the report.
  - 2) However, none of these individuals in above section 4, I, 1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.
- J. The course of assistance shall include one or more of the following:
- 1) Multiple classroom observations by the consulting teacher;
  - 2) Assistance specific to the Standard(s) which have been evaluated as "Does Not Meet Standards,"
  - 3) Opportunities for the teacher receiving assistance to observe exemplary practice either by the consulting teacher or other exemplary teacher;
  - 4) District provided professional development opportunities;
  - 5) Conference attendance, often in the company of the consulting teacher to facilitate reflection on how this experience fits into the Teacher Development Plan;
  - 6) Other forms of assistance which the consulting teacher and the Panel may provide; and
  - 7) The parties understand that every possible subject matter competency may not be available within the corps of consulting teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In

such cases, the consulting teacher shall maintain prime responsibility for the Individual Learning Plan but may function more like a case carrier who assures the availability of appropriate resources.

- K. At the conclusion of the year of remediation, the Panel shall report to the permanent teacher, the principal, and the Board of Education of the School District that:
    - 1) Either the permanent teacher is now "proficient" in the California Standards for the Teaching Profession, and the principal shall evaluate the unit member the next year, or
    - 2) The Panel and assisting consulting teacher do not consider that further assistance and remediation will be successful with reasons in support of this conclusion. The District may then initiate dismissal proceedings or may send the member back to the principal for evaluation the next year.
  
  - L. Notwithstanding above section 4, K., and while the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the Panel determines progress is being made although the permanent teacher may not have returned to a "proficient" level of performance. Conversely, the intervention may be shorter than one school year if the consulting teacher and the Panel determines the permanent teacher is at a proficient level of performance, consistent with above section 4, F.
  
  - M. The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the consulting teacher, the principal, the permanent teacher and/or FTA representative who is assigned.
    - 1) The report of the vote shall only include the number of Panel members voting on each side of any question before the Panel.
  
  - N. The decision of the Panel shall be reported to the teacher, the consulting teacher, and the principal in conference with the Associate Superintendent of Division of Human Resources/Labor Relations and a representative of FTA, who is not a member of the Panel.
5. Permanent Teacher Due Process Rights
- A. The permanent teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
  
  - B. The permanent teacher shall have a right to be represented by FTA in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
  
  - C. The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedure.
  
  - D. The permanent teacher shall have the right to timely reports of progress being made.
  
  - E. The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those

reasons considered.

F. This Program in no manner diminishes the legal rights of bargaining unit members.

6. Miscellaneous Provisions

A. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel but may file responses which shall become part of the official record of the intervention.

B. This program shall be a partnership program. In addition to the District and FTA, the parties shall secure a university partner for this program. The university entering into this partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer consulting teachers to meet their responsibilities and in the development of the continuum of professional standards envisioned in Section 1.

C. Expenditures for the Program shall not exceed revenues received from BTSA funds, Pre-intern grant funds and funds made available through passage of AB1x (1999, Villaraigosa or successor legislation) excluding the allowable administrative cost.

D. At the conclusion of each fiscal year, if revenue exceeds expenditures the parties shall meet to determine the allocation of the surplus.

E. Funds shall also be set aside to allow the consulting teachers funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the Program.

F. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaragosa) or successor legislation.

G. The cost of releasing consulting teachers for service in the Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the consulting teachers' extra days.

H. Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connections with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

I. Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.

1) Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance) pursuant to Education Code Section 44938, or disciplinary action pursuant to Article 21, Just Cause.

J. The Peer Assistance Program shall be reviewed annually by the panel and report to District Governing Board and FTA.

K. The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of their participation in this Program as provided in Education Code

Section 44503( c).

- L. Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teachers may disclose such information only as necessary to administer this article.###

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## ARTICLE 17 - EXTREME EMERGENCY PROCEDURES

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1. Examples of extreme emergencies: Riot, sit-in, mass protest, invasion of outsiders, bomb threat, and disasters (i.e., earthquake, explosion, major gas leak, etc.). This article shall not apply to situations in which the District is subject to Civil Defense procedures.
2. The principal at each school shall disseminate a simple but precise plan which outlines tasks, in detail, to be performed by the bargaining unit members. Completed plans, with names, are to be filed annually by October 15.
3. The principal at each school should identify to the bargaining unit members an appropriate extreme emergency signal, other than the fire alarm.
4. Utilization of Personnel Resources: The organization plan shall:
  - A. Designate, by name, the personnel in line of authority for the school to implement corrective measures.
  - B. Designate, by name, bargaining unit members to handle emergency health and welfare.
  - C. Designate an area for emergency health and welfare assistance. Designate, by name, person or persons to serve as emergency locators to notify parents, guardians and/or doctors of injured persons.
  - D. Designate, by name, person or persons to lock up the gates and/or the buildings should it be necessary to close the school.
  - E. Designate a telephone team to maintain phone communications with the District office and a team for internal communications.
  - F. Identify an area where unassigned bargaining unit members would assemble for instruction if the school is closed.
  - G. Designate, by name, a person or persons to serve in public information work under the direction of the District's Information Office.
5. In the event of an extreme emergency, within a given school, the following procedures are to be initiated:

- A. The principal or principal's designee will immediately call the appropriate District Office emergency telephone number stating the name of the school and the nature of the emergency, and, if in the principal's judgment the situation warrants, will call the police concurrently.
  - B. The District Office person receiving the call is to immediately notify all necessary District personnel and, if necessary, dispatch an emergency "observation team" to the school.
6. Principals should not commit bargaining unit members to a physical confrontation or hazard during a situation of extreme emergency, as defined in this article.
  7. Evacuation and Release of Students: If, in the principal's judgment, an extreme emergency exists, and there is greater danger to life and limb of bargaining unit members if held on campus as opposed to being released, the principal shall immediately release all bargaining unit members from the authority of the institution.
  8. Drills: All schools in the District shall comply with the two annual drills, as required by Title V, in order to test each school's emergency plan, as directed by District Office personnel.###

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## ARTICLE 18 - FRINGE BENEFITS

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### I. General Provisions:

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.
2. The District's Employee Health Care Plan Document shall be considered a part of this article. Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 1992 shall be subject to the authority of the Joint Health Management Board (JHMB).
3. The District shall provide District paid life insurance coverage for bargaining unit members. 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.
4. A bargaining unit member must be employed 50% or more to be eligible for FUSD's Health and Life Insurance Plans.
5. Should a bargaining unit member's employment terminate following the last day of the school year and before the commencement of the subsequent school year, such unit member shall be entitled to continued District-paid coverage under all District-paid programs through August 31 of the subsequent school year.
5. 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.

6. 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.
7. The District shall not prohibit any bargaining unit members from enrolling all eligible dependents as defined by the eligibility requirements of the contracted specifications of the FUSD Employee Health Care Plan Document.
8. Employees and eligible dependents must enroll within thirty-one (31) days of eligibility. Unit members enrolling or adding dependents shall effect coverage the first day of eligibility provided the request for coverage is made within thirty-one (31) days of eligibility.

The District shall provide one 60-day open enrollment period each year beginning January 10 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.

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.
10. Hold Harmless: 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.

## II **Joint Health Management Board (JHMB)**

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. 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.
3. Reporting, reports and disclosures of the Consultant and Plan Administrator shall be as established by the JHMB.
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:
  - A. Voting procedures, including absentee voting.
  - B. Establishing regular meeting dates.
  - C. Establishing subcommittees.
  - D. The agendaing and prioritizing of JHMB activities.
  - E. 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.
5. Labor and Management shall each have one (1) vote on the JHMB.

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:
  - A. Consensus; if consensus cannot be reached, (B) applies.
  - B. If consensus is not reached the following is an example of the weighted vote for employee groups.

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.

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.
8. 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.
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.
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 \$2 million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

III. **Health Fund**

1. Beginning with the 2005-2006 school year, the District's initial contribution to the Health Fund shall be the actual Health Fund expense (not including IBNR's) as reflected in the 2004-2005 unaudited actuals. The District's contribution rate per eligible employee shall be determined by dividing the total actual 2004-2005 health and welfare expenditures by the average number of eligible employees in the Health Plan in 2004-2005. The District shall contribute the same per eligible employee amount for the average number of all eligible active employees unrestricted-funded, restricted-funded, special education-funded, in the Health Plan in 2004-2005. Following the District's initial contribution as set forth above the District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

For example, assuming the following:

Total eligible active employees (all funding sources) = 7113

Total District expenditures for health and welfare for 2004-2005

(all funding sources) = \$97,085,337

District contribution amount per eligible active employee = \$13,649

2. The District shall contribute \$1 million dollars to the Health Fund in addition to the funding set forth in paragraph 3 immediately above, on a one-time basis for the 2005-2006 school year only. However, this additional funding shall become ongoing only as provided in the contingency under "2005-2006 SALARY AND CONTINGENCIES" set forth in Article 51 (Salary).
3. Current medical IBNR's shall remain as IBNR's in the Health Fund.
4. Any savings in Health Fund expenditures in excess of \$7 million above projected expenditures for 2004-2005 (i.e., projected versus actual expenditures), shall remain in the Health Fund.

**IV. Procedures Regarding Potential Underfunding of Health Fund**

1. The JHMB shall report to the District and all employee associations on a quarterly basis regarding the status of the Health Fund.
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.
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 II (8) above. Such action shall negate the shortfall within the fiscal year.
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.
5. JHMB actions and/or automatic assessments shall apply as set forth in paragraphs (3) and (4) above regarding any month in which a projected shortfall is determined to exist.
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.

**V. 2006-2007 HEALTH AND WELFARE AND COMPENSATION**

1. The District's contribution to the Health Fund as set forth in Section III of this Article "Health Fund," shall be automatically increased by the percentage figure representing the effective, ongoing unrestricted dollar increase to the District's base revenue limit (BRL) actually received by the District in and for 2006-2007, including the ongoing unrestricted COLA, any ongoing unrestricted deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BRL/ADA identical in effect to a COLA, and accounting for declining or increased enrollment.
2. The parties shall utilize the BRL as set forth in the Governor's May Revise if the final State Budget Act BRL is not known in time to implement effective July 1. The contribution to the Health Fund shall be adjusted (up or down) based on the final BRL percentage, as defined

in paragraph 1 immediately above, contained in the State Budget Act.

3. 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 II paragraph 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 IV of this Article (Procedures Regarding Potential Underfunding of Health Fund).
4. For example, assume the statewide average BRL increase is 3.5%, and a calculation of the District's effective BRL increase is 3.0%, based on the actual, realized dollar increase in BRL income. Assume the 2005-2006 District contribution to the Health Fund was \$55 million (unrestricted). Assume health and welfare costs increase by 10% (by \$5.5 million). The District's contribution would be increased by \$1.65 million (\$55 million multiplied by 3%). The JHMB would be responsible for implementing changes necessary to generate an additional \$3.85 million (\$5.5 million minus \$1.65 million = \$3.85 million).

Note: The example in #4 above assumes that the same number of eligible active employees is in the Health Plan in 2005-2006 and 2006-2007. However, the precise calculation would be based on the number of eligible active employees in the Health Plan for 2006-2007, multiplied by the District's contribution amount per eligible active employee (see 2005-2006, "Plan Design" paragraph 3 above); as such contribution amount has been increased by the hypothetical 3%. The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section III of this Article "Health Fund."

5. Compensation: The parties shall reopen negotiations over compensation. However, the parties agree that the increased dollar amount already contributed to the Health Fund as set forth above, shall automatically be deducted from the additional BRL dollars actually received by the District that are available for negotiations over potential salary increases.
6. The foregoing BRL contribution to the Health Fund shall continue in effect upon expiration of this three-year Agreement until the parties reach agreement on a successor negotiated contract.

#### VI. RETIREE BENEFITS - MEDICAL HEALTH PLAN

The District shall provide paid Medical Health Plan benefits for retirees in accordance with the following provisions:

1. An eligible retiree is one who:
  - A. Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;
  - B. Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
  - C. 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;
  - D. 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;
  - E. 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.

- Minimum age: 60
- Minimum years of service with the District: 25
- Benefit coverage for employee and spouse
- Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits)\*

\* 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.

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.

F. Has reached the age of fifty-seven and one-half (57-1/2) 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.

2. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan Document.
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.
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.
5. To receive this benefit, a retiree must not be in a paid status with the District.
6. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 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.
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 (57-1/2) in accordance with the other provisions in this article.
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 1 (E) of this section.

VII. **Plan Design**

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.

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.
3. Cross-Covered Participants (Active and/or retired employees and spouses are both 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.

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.

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.

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.
5. Other Clarifications (All Employees and retirees): The following first four clarifications shall apply to all employees and retirees who are not cross-covered as set forth in paragraph 3 above. The fifth bullet applies to all employees and retirees including those who are cross-covered as set forth in paragraph 3 above.

- No co-pays apply to annual deductibles or the out of pocket maximums.
- The deductible will not apply to out of pocket maximum.
- The \$100 emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
- The \$5/\$20 (Generic/Brand) prescription co-pays assumes the same \$5/\$20 co-pay for a 30 day maximum supply at retail, 90 day "Advantage 90", or a 180 day (maintenance only) maximum at mail order, or "Advantage 90."
- 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.

6. Effective July 1, 2005 the following monthly contributions and assessment shall apply:

**All eligible active employees and eligible pre-65 year-old retirees**

Employee Only	\$30.00
Employee + Children	\$40.00
Employee + Spouse	\$60.00
Employee + Family	\$70.00

**All Eligible Active Employees and Eligible Retirees Up to Age 75**

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.

7. Effective July 1, 2005, the following shall be in effect:

Calendar Year Annual Deductible:	\$100/\$200 in network (individual/family) \$500/\$1000 out of network (individual/family)
Co insurance	100% in network 80% out of network
Annual out of pocket maximum	\$1000/\$2000 (individual/family)
Lifetime Maximum	\$1 million
Emergency Room	\$100 (waived only if admitted. eliminates \$500 accident benefit)
Urgent Care Facility visit co-pay	\$35.00
Outpatient surgical procedures co-pay	\$100
Doctor office visit co-pay	\$15
Prescription co-pay	\$5 generic/\$20 name brand 30 days max retail, 90 days ("Advantage 90") 180 days max (maintenance only) (Advantage 90" or mail order)
Eliminate coverage for non-sedating antihistamines (now available over the counter)	
Eliminate coverage for proton pump inhibitors (now available over the counter)	
Chiropractor Office visit co-pay	\$5/28 visits###

## ARTICLE 19 - GRIEVANCE PROCEDURE

### Section 1. Definitions

A "grievance" is a formal, written allegation by a unit member or the Association that there has been a

violation, misapplication, or misinterpretation of the provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes.

Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board or Education, or by the administrative regulations and procedures of this school district, are not within the scope of this procedure.

A "grievant" may be any one of the following:

- A. Any certificated, non-management employee(s) of the District covered by the terms of this Agreement. In the event any grievant dies or becomes incapacitated subsequent to filing a grievance, the Association shall be certified to assume the role of grievant for purposes of completing the consideration of the grievance.
- B. The Association, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.

A "day" is any day in which the District Administration Center is open for business with the exception of those days during winter and spring recess. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

The Association may process multiple grievances involving the same or similar facts and issues arising under the terms of this Agreement. The Association, and only the Association, is entitled to file such a "class action grievance".

- A. Group Grievances - It is recognized by the parties that if grievances which are the same or substantially the same in facts and issues reach Level III, then it is to the parties' benefit to group the grievances for purposes of adjudication.
- B. Mutual agreement concerning the similarity of facts and issues is a prerequisite to proceeding with a group or "class action" grievance.
- C. The only grievances which may be combined within a group grievance are those which were properly and timely filed as set forth in this article. Once a class or group grievance is certified by the parties as involving claims which have the same or substantially the same facts and issues, no additional grievants may be added to the class, nor may any additional claims be raised, without mutual consent of the parties.

Once a grievance dispute is resolved, the parties will state such resolution in writing as a grievance settlement which shall be signed by the grievant, the Association and the District. Any such grievance settlement utilizing a resolution mechanism that is inconsistent with the terms of this Agreement or that affords an alternate advantage to the bargaining unit member(s), grievant, Association or the District not otherwise guaranteed by the terms of this Agreement, shall not be construed as precedent or binding practice for subsequent grievance settlements and/or arbitration awards.

Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with any appropriate management person, with or without Association intervention and/or representation, in an attempt to resolve the matter informally. It is mutually understood and agreed that informal efforts to resolve problems should normally occur, but are not required.

Grievants shall have the right to Association representation at all steps, at all conferences and during any and all discussions and/or proceedings, formal or informal, concerned with processing or adjusting the grievance. Neither the Association nor the District shall attempt to isolate any grievant in order to influence an adjustment of the grievance.

Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure short of arbitration without Association intervention. The Association agrees to hold harmless and indemnify the District for all costs and expenses incurred by the District in conforming to the requirement that only the Association may appeal a grievance to arbitration. In the event a grievant so chooses, such process shall be subject to the following provisions:

- A. A copy of the original grievance will be transmitted to the Association when first received by the District.
- B. No resolution of the grievance shall be agreed to until the Association has received a copy of the proposed resolution and has been given fifteen (15) days to file a response.
- C. Any adjustment of such grievance shall not be inconsistent with the terms of the Agreement.

It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.

It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution. It is mutually understood and agreed that the management persons responsible for considering grievances at Levels I through III are not obligated to render a written decision if in their judgment such decision would be detrimental to resolution of the grievance. In the event no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified time lines.

When acting as a grievant's designated representative, the Association may transmit appeals, informational requests, schedule hearings and/or conferences and generally administer all matters concerned with joint consideration of grievances on behalf of the grievant. This shall not be construed so as to permit the Association to sign grievances for individual unit members who are submitting a grievance unless such is authorized in a written, notarized statement by the individual unit member(s).

Section 2. Informal Level: Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

Section 3. Formal Level:

Level I. Within fifteen (15) days after the occurrence of the act, omission or violation giving rise to the grievance, or within fifteen (15) days of the time the grievant should reasonably have known of the act, omission or violation giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor for unit members assigned to a single school shall be the principal. For unit members assigned to no school site, or several school sites, the administrator to whom the member is

responsible shall be the immediate supervisor. If there is doubt as to which individual is the immediate supervisor for purposes of grievance processing, the District Office of Labor Relations shall, upon request, inform the grievant who his/her designated immediate supervisor is to enable the grievant's submission of the grievance or complaint for Level I consideration.

The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, a personal conference will be held at the request of either party.

Level II. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the appropriate Division Superintendent, or his/her designee, within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Division Superintendent, or his/her designee, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Division Superintendent, or his/her designee, may request a personal conference within the above time limits. If the Division Superintendent, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.

Level III. If the grievant is not satisfied with the decision at Level II, he may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations, or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal. The Administrator, Labor Relations, or his/her designee, shall communicate his/her decision to the grievant within ten (10) days. If the Administrator, Labor Relations or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

Level IV. If the Association is not satisfied with the decision at Level III, the Association may within ten (10) days submit a request in writing to the Office of Labor Relations for arbitration of the dispute. The Association and the District shall within five (5) days request the State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by flipping a coin. The Association and the District may mutually agree on an arbitrator not on the panel. If no agreement is reached within five (5) days from the date of submission to arbitration, either party may require that selection be made from the panel described. The Association and the Office of Labor Relations may agree to use expedited arbitration as provided for in accordance with the American Arbitration Association Rules for Expedited Arbitration. If there is agreement to expedited arbitration as delineated immediately above, the District shall notify the arbitrator as soon as reasonably possible, and the arbitrator shall supply the parties with written notification of three possible hearing dates encompassing no less than a two-week span. The parties may then mutually agree on a date or mutually agree that the District request the arbitrator to supply the parties with three more possible hearing dates, encompassing no less than a two-week span, or either party may require that selection be made from the

three dates initially submitted by the arbitrator. In that event, selection of the date shall be accomplished by each party alternately striking a date until only one date remains. The remaining date shall be the date of the hearing. The order of striking shall be determined by the flipping of a coin.

If there is not mutual agreement to expedited arbitration as previously delineated, and regular arbitration is requested, the District shall immediately request the arbitrator to supply the parties with four possible hearing dates encompassing no less than a four-week span.

The parties shall reserve two hearing dates for the arbitration by each party striking one date in turn. The remaining two dates shall be reserved for the arbitration. The order of striking shall be determined by the flipping of a coin. This shall not be construed so as to prevent the parties from mutually agreeing on two of the dates submitted.

In the event the parties have not mutually agreed to proceed under expedited rules, the District shall obtain a recorder for each of the hearing dates scheduled. The costs of the recorder and the transcript shall be borne equally between the District and the Association. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

Issues arising out of the exercise by the Board and administration of its responsibility referred to in the article on District Rights, including the facts underlying its exercise of such discretion, shall not be subject to the procedure.

The arbitrator shall conduct hearings to consider evidence and arguments in accordance with the appropriate rules/provisions of the California Code of Civil Procedure.

The arbitrator is empowered to recommend his/her mediation of the dispute at any time his/her judgment determines that circumstances warrant such a recommendation. Such mediation will occur only by mutual consent of the Association and the District.

Briefs may be submitted in accordance with the following provisions:

- A. By request of either party; or
- B. By the order of the arbitrator at the close of a hearing.

In the event briefs are submitted, they shall be postmarked within fifteen (15) days from the parties'/arbitrator's receipt of the transcripts. If dispute should arise over the submission date, the arbitrator shall establish such submission date and so inform the parties. After the hearing and/or briefs submission, the arbitrator shall submit in writing to the parties his/her findings and award, which shall be final and binding.

If there is dispute as to the application of the arbitrator's award, the arbitrator shall retain jurisdiction to decide such disputes and to determine the process by which he/she considers such disputes.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within this Grievance Procedure. Such mutual exceptions must be in writing.

In the event the Association grieves any of the articles for which Association grievance is provided, the grievance procedure shall start at Level III, with fifteen (15) days allowed for the Administrator, Labor Relations, or his/her designee, to render his/her decision.

The District and the Association may mutually agree to contract with an arbitrator to contract or agree with him/her to serve as a permanent arbitrator; that is to arbitrate all matters brought to arbitration between the parties without the parties going through the above-described selection procedure delineated for the selection

of an arbitrator.

### Mutual Disciplines Regarding Processing of Grievances

The Association and the District are prohibited from utilizing dilatory and/or harassment tactics in connection with the filing and/or processing of grievances. Both parties agree that they will not take any form of reprisal against any bargaining unit member as a result of that bargaining unit member's lawful engagement in grieving or refusing to grieve.

The party alleging violation, misinterpretation, and/or misapplication of this article shall, as soon as reasonably possible, notify the other party in writing as to the known substance and scope of such charges prior to the formal consideration as described in this article.###

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## **ARTICLE 20 - HOURS - BARGAINING UNIT MEMBERS**

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### 1. Definitions

- A. Duty Day - The Duty Day is 420 minutes (7 hours).
- B. Work Day - The Work Day is 480 minutes (8 hours), including the Duty Day and administration called/approved meetings.

### 2. General Provisions

- A. It is agreed that the Work Day of personnel covered in this article shall be 480 minutes (8 hours) each Work Day. Reasonable co-curricular or extra-curricular duties can be assigned beyond the eight-hour workday on an equitable basis among the teaching staff.
- B. Unless there is conflict with assigned duties as specified elsewhere in this article, classroom teachers shall be permitted to leave after completing a 420 minute (7 hour) Duty Day.
  - 1) It is further agreed that on-site Duty Day time should begin before and extend beyond the instructional assignment for each person covered in this article and shall be divided between instructional time and non-instructional time.
  - 2) Time of arrival and departure may be recorded as determined by the District.
- C. Personnel shall be afforded a minimum one-half hour duty-free lunch period.
  - 1) For any individual teacher, the time block delineated by the commencement of instruction through the conclusion of instruction shall not exceed 420 minutes including lunch.
  - 2) At secondary sites where student population necessitates the scheduling of two lunch periods, the time block delineated by the commencement of instruction through

the conclusion of instruction shall fall within the block of time comprised of seven consecutive, regular class periods and the accompanying passing times. The individual teacher's lunch period will be one of the class periods.

- D. In addition to instructional duties outlined below, all personnel shall assume other professional responsibilities within the Duty Day. These responsibilities shall include but not be limited to the following:
- 1) Instructional planning, preparing lesson plans, preparing and selecting instructional materials
  - 2) Reviewing and evaluating the work of pupils
  - 3) Communicating and conferring with pupils, parents, staff and administrators
  - 4) Maintaining appropriate records
  - 5) Supervising pupils both within and outside the classroom on an equitable basis as delineated elsewhere in this article
  - 6) Supervising instructional aides, when assigned
  - 7) Participating in staff development programs and professional activities related to their assignment
  - 8) Independent study and otherwise keeping current with developments within their areas or subjects of assignment
  - 9) Assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies
- E. Attending faculty, departmental, and grade-level meetings called or approved by the site administration during the Work Day in conformance with the following provisions:
- 1) Meetings called or approved by the site administration shall not exceed twenty-seven (27) hours per semester. Given an eighteen (18) week semester, the average meeting time per week would be one and one half (1½) hours. Time that is normally instruction time used for meetings such as on shortened day or released time will not be counted as part of the twenty-seven (27) hour limitation.
  - 2) Written notice of such meetings shall be provided to teachers at the earliest feasible time.
  - 3) Principals shall have the right to convene meetings necessitated by emergencies at all reasonable times after obtaining clearance from the appropriate Division Superintendent or his/her designee. Principals shall give notification of such meetings at the earliest feasible time.
- F. Supervision of co-curricular or extra-curricular duties, which shall be defined as those assigned duties which are in addition to those duties enumerated elsewhere in this article but

excluding duties performed by teachers in fulfillment of extra pay for extra service contracts. Assignment of such duties shall be in conformance with the following provisions:

- 1) Such duties must be in connection with the program in the school(s) of the teacher's primary assignment.
  - 2) Such duties will be equitably distributed among the certificated school staff.
  - 3) Such duties shall be reasonable in number and duration.
  - 4) After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review co-curricular or extra-curricular duties in terms of reasonable number and duration.
- G. Preparation time, as delineated in this article, shall not be subject to District required travel, meetings other than emergency, nor student supervision other than that specified in section 4(D) of this article and shall be afforded in conformance with past practice, unless otherwise specified in this article.
- H. Teachers may be required to attend inservice meetings which occur during the regular Work Day. Inservice meetings outside the regular Work Day shall be voluntary. Mileage allowance shall be provided teachers who must travel to required inservice meetings.
- I. All other bargaining unit members, other than hourly employee, not specifically covered within this article, shall work a 480 minute Work Day, which includes a thirty (30) minute duty-free lunch period. These unit members may leave after completing a 420 minute Duty Day unless there is a conflict with other assigned duties. Their working hours within the eight (8) hour Work Day shall be based on past practice within the Fresno Unified School District, with the exception of the 420 minute Duty Day as delineated in this article.
- J. In the event that State or Federal legislative action mandates any increase in instruction time above any limits specified in this article, the District can increase bargaining unit members instructional time to the extent necessary to conform with such legislative mandate in accordance with the following provisions:
- 1) If such increase is decided and mandated to be effected during a school year, this article shall be reopened for negotiations for the subsequent school year;
  - 2) If such increase is mandated effective at the beginning of a school year, then this article and the article on "Salary" shall be reopened for negotiations at the earliest feasible time in preparation for implementation of such legislative mandate.
3. Secondary Schools Work Day:
- A. Instructional Time - Secondary Classroom Teachers
- 1) Full-time classroom teachers shall not be assigned instructional time that exceeds 1,400 minutes per week (50,400 minutes a year).
  - 2) Full-time classroom teachers may be assigned advising duties within the 420 minute

(7 hour)Duty Day. Such duties may include:

- a) Human Relations  
Career Education  
Orientation  
Personal Relations  
Educational Planning
- b) The advisory period shall be scheduled in accordance with the school site Advisory Committee's plan and may be made up of students not included in a teacher's regular assigned classes when approved by consensus of the faculty. It is expected that each secondary student shall be served in the manner that meets his/her needs in the above areas.
- c) The advising duties shall not include:
  - i) Extensive follow-up, analysis and development of expectancies within the family system
  - ii) Design and follow-up on behavior modification programs for individuals or groups of students
  - iii) Assimilation of data from other staff for purposes of transmission to outside agencies or authorities
  - iv) Design or implementation of disciplinary procedures beyond those commonly exercised by the classroom teacher
  - v) Counseling that would require assessments of future career potential with the student and/or his/her family

B. Non-Instructional Time

Non-instructional time is the additional time the teacher is required to be on duty beyond instructional time. This time is for preparation and those appropriate activities indicated in Section 2 General Provisions. Teachers shall be provided 480 minutes per week for preparation time within the Work Day in blocks no shorter than thirty (30) minutes with at least one block of forty-five (45) minutes per day within the Work Day. This shall not be construed so as to prevent a shortened day full preparation period of less than forty-five (45) minutes.

4. Elementary Schools Work Day

A. Instructional Time Traditional Schedule (180 days)/Year-round Schedule (176 days)

Instructional time is the time the teacher is working directly with assigned students in an instructional setting. Full-time classroom teachers' maximum yearly instruction time shall be as follows:

Kindergarten	=	47,700 minutes
Grades 1-3	=	50,400 minutes
Grades 4-6	=	55,800 minutes
Grades 7-8	=	55,800 minutes (when part of an elementary school)

B. Such teachers shall not be required to assume instructional duty to reach these maximums other than that associated with their regularly assigned class. This shall not be construed so as to change past practice in respect to cooperating teaching between Kindergarten teachers.

B. Preparation Time

Each school is to develop and follow a plan which provides for a weekly minimum of 300 minutes of preparation time for all elementary teachers within the Duty Day. Such plan shall also be developed in accordance with the provisions of Section 2 - General Provisions, of this article and in accordance with the following provisions:

- 1) Only one before/after school fifteen (15) minute student supervision duty assignment per week may be counted within the 300 minutes of preparation time provided weekly within the Duty Day.
- 2) Preparation time shall be provided daily in blocks of no less than twenty-five (25) minutes.
- 3) The District shall set aside funds for the purpose of providing preparation time for teachers in grades 4 through 6 during the Duty Day. The allocation of funds shall be equivalent to the cost of nine (9) sub days per FTE 4<sup>th</sup> through 6<sup>th</sup> grade teachers at each site. The principal and the affected teachers at each site shall consult to develop a plan for use of these funds.
- 4) After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review the scheduling of Duty Day at the school.

C. Student Supervision

Teachers may be required to spend at most one fifteen (15) minute student supervision duty per week either before or after school with the following exceptions:

- 1) In schools of ten (10) or less teachers, student supervision time shall be equitably distributed.
- 2) Within schools maintaining a bus schedule with teaching staffs of less than twenty (20), such student supervision time shall be equitably distributed.
- 3) Kindergarten teachers' student supervision time shall consist of the following:

- a) Daily before/after school supervision of their assigned kindergarten students. It is understood that the kindergarten teacher has the option of conducting such supervision within the room while continuing preparation tasks necessary for insuring room/materials readiness for the commencement of instruction.
- b) It is understood that past practices are maintained with respect to teachers seeking cooperation from parents of kindergarten students with respect to avoiding early arrival/late departure.
- 4) Principals may require all teachers to provide morning student supervision beginning fifteen (15) minutes before the commencement of instruction during inclement weather.
- 5) Mid-morning and/or afternoon recess student supervision duty shall be equitably rotated among the teaching staff within grade levels (i.e., kindergarten, 1-3, 4-6).

5. Alternative Scheduling

Alternative scheduling shall be defined as those secondary school programs that have a special scheduling modality other than the traditional school's seven (7) period day. Schools having alternative schedules, as approved by the Board of Education, shall provide for an equitably adjusted schedule providing for totals of instructional minutes no more than the times delineated in this article. Teachers in alternative scheduling programs shall have a thirty (30) minute duty-free lunch, and have at least the equal of one forty-five (45) minute block of Duty Day per day. Other blocks of Duty Day shall be no shorter than thirty (30) minutes.###

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**ARTICLE 21 - JUST CAUSE, DUE PROCESS AND PROGRESSIVE  
DISCIPLINE BARGAINING UNIT MEMBERS**

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1. Purpose

- A. This article is to establish just cause, due process and progressive discipline for disciplinary action affecting bargaining unit members. These provisions govern discipline for all bargaining unit members and supersede California Education Code Sections 44930, et. seq. to the extent those sections would otherwise be deemed applicable.
- B. No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause". Applicable standards of "just cause" are those promulgated by the American Arbitration Association Department of Education and Training herein included as an addendum to this article. While conformance with such standards is an expectancy during all disciplinary considerations, satisfaction of such standards shall not constitute a "threshold issue" to a full merits review.

- C. The parties endorse the utilization of this Agreement and the contractual grievance and arbitration proceedings. Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
- D. District action to terminate employment remunerated under "Extra Pay for Extra Services" contracts as specified in this Agreement shall not be reviewable under this article unless such termination is for a disciplinable offense.

2. General Provisions:

A. Representation:

Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary meetings. The Association and the District shall take reasonable steps to inform employees of this right.

The District will offer an employee, prior to a disciplinary meeting, the opportunity to be accompanied by an Association representative if one is reasonably available, provided, however no claim by an employee or by the union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.

B. Right of Rebuttal:

Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

C. Acknowledgment of Receipt of Documents:

The bargaining unit member shall acknowledge receipt of all documents of a derogatory nature (as defined in Article 43, Section 4) intended for placement in his/her personnel file in the manner set forth in Article 43, "Personnel Files" of this Agreement. Notice may also be documented by utilizing registered mail to transmit true copies of documents to be filed, return receipt requested.

- D. The content of employee evaluations is not grievable. However, commentary alleging grounds for discipline as defined in this article, if included in such evaluations under Standard 6 (Developing as a Professional Educator), is grievable on the issues of whether just cause exists for such comments, and whether steps 4(A)(B) and (C) below have been followed.

3. Grounds

Grounds for "progressive discipline" under this article shall consist of the following categories derived from the California Education Code Section 44932:

- A. Immoral or unprofessional conduct;
- B. Dishonesty;
- C. Evident unfitness for service;

- D. Violation of or refusal to obey the school laws of the State or reasonable regulations prescribed by the governing board of the District;
- E. Use of alcoholic beverages or other drug abuse which makes the bargaining unit member unfit to instruct or associate with children;
- F. Conviction of a felony or of any crime involving moral turpitude.

4. Levels of Progressive Discipline:

The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to improve his/her behavior and/or cease unacceptable behavior which may constitute grounds for discipline (Section 3 above). Subject to Section 4(E), administration of disciplinary action shall conform to the following progression:

A. Informal Level

The parties believe that disciplinary questions and/or issues are best resolved by means of objective discussion between appropriate administrative personnel and bargaining unit members. This is the first step prior to formal discipline.

B. Written Warnings

Written warnings issued to the bargaining unit member constitute the first level of formal discipline. Written warnings may be issued when efforts at the informal level (discussion(s) and/or memo(s) of concern) do not result in satisfactory correction of the unit member's behavior. The dates of discussion(s) and memo(s) of concern are to be attached to the written warning.

C. Written Reprimand

Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.

D. Suspensions Without Pay

A second written reprimand for placement into the bargaining unit member's personnel file, which may include a written notice of suspensions without pay [not to exceed fifteen (15) working days], shall constitute the third level of formal discipline. The District must append to the reprimand/notice of suspension any prior written warnings and/or reprimands which are to be relied upon for any purpose.

E. While progressive discipline levels may not be bypassed arbitrarily or capriciously, nothing in the Article shall preclude full or partial bypass of such levels for serious misconduct of such a critical nature that, in the evaluation of the arbitrator, it justifies bypassing earlier levels of progressive discipline:

- 1) Neither shall the provisions of this Article limit in any manner the District's decision to immediately implement dismissal or suspension (for more than fifteen (15) days) proceedings in accordance with the California Education Code;

- 2) If the District attempts to suspend an employee under the Code, and fails, the District is prohibited from attempting to impose any discipline under this article for the same offense;

5. Procedures and Sequence Governing Implementation of Formal Discipline:

- A. If informal discussions do not resolve the matter, prior to implementation of formal discipline, bargaining unit members will be provided with written statements of concerns, charges and/or allegations along with pertinent circumstances/facts giving rise to such concerns, charges and/or allegations. Such written statements will be transmitted to the bargaining unit member within fifteen (15) working days after the circumstances/facts were known or should have been known.
- B. After receipt of the written statement described immediately above, the bargaining unit member shall have ten (10) working days to obtain clarification and present a response if so desired.
- C. The supervisor shall then have ten (10) working days to consider the matter and transmit a written decision to the bargaining unit member communicating his/her findings on the issues in the dispute, a disposition with reasons as to whether formal discipline should be levied, and a copy of the disciplinary document.
- D. Bargaining unit members shall then have the right to generate full review of formal discipline documents by initiating a grievance at Level III of the Grievance Procedure Article 19. From that point on, review will occur in conformance with the timelines and procedures delineated in the Grievance Procedure. Review of written warnings terminates at the close of Level III of the Grievance Procedure. If such warnings are subsequently attached to reprimands, (with or without suspensions), they are subject to full grievance review (through Level IV) with the reprimand/suspension.
- E. Formal discipline will be implemented as follows:
  - 1) Reprimands (with or without suspensions) will not be placed in a bargaining unit members personnel file until exhaustion of Level III of the Grievance Procedure unless the bargaining unit member has not caused grievance review.
  - 2) Suspensions without pay shall be limited to fifteen (15) working days and shall not be implemented prior to exhaustion of the grievance process on the matter unless the bargaining unit member has not caused grievance review.

F. Sealing Adverse Documentation:

Upon request of a bargaining unit member formal discipline documents in a bargaining unit member's personnel file shall be sealed if, during the two-year period following the date of the document, the bargaining unit member was not formally reprimanded or suspended and no warning letters for similar misconduct have been issued.

G. Protocol:

The parties agree that in processing disciplinary matters under this Article, all parties involved shall endeavor to collectively establish procedures that are fair, thorough, and that allow for objective assessment of the facts and circumstances giving rise to the proposed disciplinary action. Accordingly, all parties involved will:

- 1) Fully and in good faith disclose all known facts, circumstances and evidence pertinent to the relevant issues; and
- 2) At all times maintain appropriate confidentiality, demonstrate proper interpersonal behavior, and communicate in an objective manner.

H. Understanding of Interpretation and Administration:

The Association and the District agree that the "Bargaining Unit Members' Just Cause, Due Process and Progressive Discipline" Article 21 should be interpreted and administered consistent with the following understanding:

- 1) That procedures and/or evidentiary documentation relevant to statutory dismissal proceedings are separate from the ". . . Progressive Discipline" Article. This does not imply license for the District to arbitrarily or capriciously ignore contractual provisions.
- 2) That the clause "reasonable regulations prescribed by the governing board of the District" (in the ". . . Progressive Discipline" Article, Section 3.D.) includes such regulations contained in the provisions of the Collective Bargaining Agreement.
- 3) That documents sealed in personnel files in accordance with this Agreement will be sealed in envelopes and stored in a strictly confidential manner and placed in the personnel file. Access shall be limited to the Superintendent's designee only for possible use in dismissal proceedings or in response to an official order. Arbitrators findings concerning allegations in such documents shall be attached to the documents.

**AMERICAN ARBITRATION ASSOCIATION'S  
TESTS APPLICABLE FOR LEARNING WHETHER EMPLOYER  
HAD JUST AND PROPER CAUSE FOR DISCIPLINING AN EMPLOYEE**

Few, if any, union-management agreements contain a definition of "just cause". Nevertheless, over the years the opinions of arbitrators in innumerable discipline cases have established a sort of "common law" definition thereof. This definition consists of a set of guidelines or criteria that are to be applied to the facts of any one case. These criteria are set forth below in the form of questions.

A "no" answer to one or more of the following questions normally signifies that just and proper cause did not exist. In other words, a "no" means that the employer's disciplinary decisions contained one or more elements of arbitrary, capricious, unreasonable, and/or discriminatory action to such an extent that said decision constituted an abuse of managerial discretion warranting the arbitrator to substitute his or her judgment for that of the employer.

The answers to the questions in any particular case are to be found in the evidence presented to the arbitrator at the hearing thereon. Frequently, of course, the facts are such that the guidelines cannot be applied with slide rule precision.

## THE QUESTIONS

1. Did the agency give the employee forewarning or foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?

NOTE A - Forewarning or foreknowledge may properly have been given orally by management or in writing through the medium of typed or printed sheets or books of shop rules and penalties for violation thereof.

NOTE B - There must have been actual oral or written communication of the rules and penalties to the employee.

NOTE C - A finding of lack of such communication does not in all cases require a "no" answer to Question Number One. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the company or of fellow employees, are so serious that any employee in the industrial society may properly be expected to know already that such conduct is offensive and heavily punishable.

NOTE D - Absent any contractual prohibition or restriction, the agency has the right unilaterally to promulgate reasonable rules and issue reasonable orders; and same need not have been negotiated with the union.

2. Was the agency's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?

NOTE - If an employee believes that the rule or order is unreasonable, s/he must nevertheless obey it (in which case s/he may file a grievance there over) unless s/he sincerely feels that to obey the rule or order would seriously and immediately jeopardize his or her personal safety and/or integrity. Given a firm finding to the latter effect, the employee may properly be said to have had justification for his or her disobedience.

3. Did the agency, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?

NOTE A - The agency's investigation must normally be made before its disciplinary decision. If the company fails to do so, its failure may not normally be excused on the grounds that the employee will get his or her day in court through the grievance procedure after the exaction of discipline. By that time, it is generally conceded that there has been too much hardening of positions.

NOTE B - There may, of course, be circumstances under which management must react immediately to the employee's behavior. In such cases, the normally proper action is to suspend the employee pending investigation, with the understanding that: (a) The final disciplinary decision will be made after the investigation and (b) If the employee is found innocent after the investigation, s/he will be restored to his or her job with full pay for time lost.

4. Was the agency's investigation conducted fairly and objectively?

NOTE - At said investigation, the management official may be both "prosecutor" and "judge", but s/he may not also be a witness against the employee.

5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

NOTE - It is not required that the evidence be preponderant, conclusive or "beyond reasonable doubt". But the evidence must be truly substantial and not flimsy or slight.

6. Has the agency applied its rules, orders and penalties even-handedly and without discrimination to all employees?

NOTE A - A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.

NOTE B - If the agency has been lax in enforcing its rules and orders and decides henceforth to apply them rigorously, the agency may avoid a finding of discrimination by telling all employees in advance of its intent to enforce hereafter all rules as written.

7. Was the degree of discipline administered by the agency in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the agency?

NOTE A - A trivial proven offense does not merit harsh discipline unless the employee has properly been found guilty of the same offenses a number of times in the past. (There is no rule as to what number of previous offenses constitutes a "good", a "fair", or a "bad" record. Reasonable judgment thereon must be used.)

NOTE B - An employee's record of previous offenses may never be used to discover whether s/he was guilty of the immediate or most recent offense. The only proper use of his or her record is to help determine the severity of discipline once s/he has properly been found guilty of the immediate offense.

NOTE C - Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for said offense. Thus, if employee A's record is significantly better than those of employees B, C and D, the agency may properly give a lighter punishment than it gives the others for the same offense, and this does not constitute true discrimination.###

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## ARTICLE 22 - LEAVE OF ABSENCE

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1. Travel Leave: Leave of absence may be granted for travel for educational purposes in accordance with the provisions of the Education Code.
2. Personal/Study Leave: Leave of absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon the recommendation of the Superintendent. If recommended by the Superintendent, one additional year of leave may be granted. Upon expiration of the second year of leave, an employee must return to duty within the Fresno Unified School District or submit his/her resignation. Exceptions will be considered by the Board upon the recommendation of the Superintendent.
3. Special Leave to Serve in State Legislature: Leave of absence shall be granted to a bargaining unit member who is an elected member of the State Legislature.
4. Requests for Leave: Requests for leave of absence should be filed prior to March 1 preceding the year for which absence is requested, except in cases of emergency or pregnancy leave. All requests should be filed on the prescribed forms approved and provided by the Superintendent.
5. Terms of Leave: Persons granted leave shall be required to abide by the terms under which the leave was granted by the Board of Education.
6. Physical Examination After Leave: Persons returning from a leave of absence of one year or more are required to pass a satisfactory physical examination (including chest x-ray) and file a certificate of same with the Superintendent of Schools.
7. Part-time leaves may be granted for study or personal leaves.
8. Bargaining unit members on leave without compensation may maintain fringe benefits coverage at their own expense. This shall not be construed so as to apply to bargaining unit members on part-time leaves of 50% or less.###

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## ARTICLE 23 - ACCIDENT OR ILLNESS, LEAVE OF ABSENCE

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1. Leave of absence may be granted to a bargaining unit member who is compelled to absent himself/herself from his/her duties because of accident or illness, whether or not the cause of absence arises out of and in the course of the employment of the bargaining unit member, or because of quarantine which results from his/her contact with other persons having a contagious disease, or because of temporary inability to perform the services required of him/her because of illness, accident or quarantine.
2. Such leave shall be without compensation, when in excess of regularly accrued benefits.###

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## ARTICLE 24 - ADOPTION LEAVE

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1. A bargaining unit member, upon receipt of notification of adoption shall be allowed to utilize accrued sick leave and sub-deduct days for adoption leave for a period of adjustment within the family unit. The unit member shall notify the site principal of intent to implement this benefit. The notice shall include the beginning and ending dates for the leave. Leave pursuant to this section shall not exceed 20 teaching days. This provision is limited to only one bargaining unit member of a family for each adoption.###

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## ARTICLE 25 - BEREAVEMENT LEAVE

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1. Every person employed by a school district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family.
2. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Governing Board of the District.
3. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the employee. Members of the immediate family, as used in this section, shall be extended to include stepmother, stepfather and stepchild of the bargaining unit member, or of the spouse of the bargaining unit member.
4. In cases of death of members of the family not included as "members of the immediate family," see the Leave in Cases of Personal Necessity Article of this Agreement.###

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## ARTICLE 26 - LEGAL COMMITMENTS AND TRANSACTIONS, LEAVE OF ABSENCE

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1. In the event that bargaining unit members should be summoned to appear for jury duty or as a witness to court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the bargaining unit member, the District shall grant leaves of absence to bargaining unit members under the above conditions, and the employee shall reimburse the District any amount he/she receives for jury or witness fees, up to the amount of the employee's daily rate of pay for the period of absence. The bargaining unit member shall retain any amount he/she receives for mileage/travel expenses.
2. In order to implement the preparation of proper employee attendance records and salary payments, bargaining unit members shall:

- A. Immediately, upon return to duty, submit an appropriate absence slip showing dates of absence and reason for absence, i.e., "Jury duty or witness duty".
- B. In view of the fact that bargaining unit members receive full salary while on leave as prescribed in paragraph 1 above, bargaining unit members shall send to the Payroll Office their check for jury or witness fees. The check should be endorsed "Pay to the order of Fresno Unified School District". Normally, the check also includes a mileage allowance, and the mileage allowance will be returned to the bargaining unit member.

If the jury or witness duty should occur outside the bargaining unit member's normal duty period, the above procedure does not apply. No absence form would be required and the full amount of the jury or witness fees shall be retained by the bargaining unit member.###

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## ARTICLE 27 - PARENTAL LEAVE OF ABSENCE

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- 1. A parental leave of absence without pay shall be granted to a bargaining unit member for the purpose of childbearing and/or child rearing as follows:
  - A. A bargaining unit member who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment through her pregnancy as long as she is able to properly perform her required functions.
  - B. Any bargaining unit member shall be entitled, upon request, to a one (1) year parental leave of absence to begin any time after the birth of her child, or after receiving de facto and/or de jure custody of any infant child [i.e. three (3) years of age or less] or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
  - C. Bargaining unit members who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally handicapped children shall, upon request, be entitled to annually renew their parental leave of absence until such time as such children are eligible to enter public school, or, for children legally ineligible to enter public school, until such time as they would be able to attend public school if they were eligible. There shall be a maximum of four (4) renewals allowed under this provision.
  - D. If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of "B." and "C." above shall be applied for bargaining unit members eligible under those provisions to care for said child.
- 2. Notification of Return to Active Employment:
  - A. If any bargaining unit member who has been on parental leave less than two (2) semesters notifies the Superintendent of his or her desire to terminate his/her leave and to return to

active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said bargaining unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if a bargaining unit member who has been on leave for ninety (90) days or more gives such notice after April 30, the District may continue the parental leave until the commencement of the next school year. Upon his or her return, said bargaining unit member shall be entitled to all benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay, provided that the leave has not exceeded two (2) semesters.

- B. If a bargaining unit member who has been on parental leave more than two (2) semesters notifies the Superintendent of his or her desire to return to active employment after the expiration of the aforesaid sixty (60) day period, but within forty-eight (48) months after the commencement of the leave (provision "1.C." of this article), said bargaining unit member shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one (1) bargaining unit member has given notice pursuant to this paragraph, the bargaining unit member who gave such notice at the earliest date shall be assigned to the position in question. Upon his or her return, said bargaining unit member shall be entitled to all other benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay.
  - C. While on parental leave, a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the State Teachers Retirement System is subject to that agency's eligibility requirements.
  - D. All assignment rights for persons returning from parental leave shall be subject to the then-existent District provisions for assignment and transfer.
3. A bargaining unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of fact that she/he is on such leave of absence.###

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#### ARTICLE 28 - PEACE CORPS SPECIAL LEAVE

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- 1. A Peace Corps leave of absence shall be granted to permit a bargaining unit member to accept an appointment to serve in the Peace Corps. Formal request for a Peace Corps leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.
- 2. Length of Leave: Leaves for service in the Peace Corps shall be considered for a period not to exceed two (2) years.
- 3. Effect on Benefits:
  - A. Step advance:

When acceptable evidence of satisfactory Peace Corps service is presented, credit will be granted in the same manner as military service credit.

B. Retirement:

Service on a Peace Corps leave is not creditable for retirement purposes, and no retirement contributions are required.

C. Sabbatical:

Time spent on a Peace Corps leave will not count for sabbatical service requirement. It will not, however, break the continuity of service.

D. Other:

No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps leave.

4. Notice Procedure: After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.###

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**ARTICLE 29 - PERSONAL BUSINESS LEAVE, USE OF SICK LEAVE  
IN CASES OF**

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With prior notification to the principal, a unit member may use a maximum of two (2) days of personal business leave to be charged against the accumulated sick leave of the unit member. The days are to be part of the total of ten (10) days allowed pursuant to Article 30, Personal Necessity Leave. A request for a substitute must be made to the Division of Human Resources/Labor Relations as soon as possible [preferably at least ten (10) days in advance]. The Division of Human Resources/Labor Relations will confirm the request. If substitutes are not available, the request may be denied. Principals may request that the

Division of Human Resources/Labor Relations deny the leave on the basis that a condition exists under which it is a necessity that the teacher be on duty on that specific day.###

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**ARTICLE 30 - PERSONAL NECESSITY, USE OF SICK LEAVE IN CASES OF**

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1. Any days of leave of absence for illness or injury allowed for sick leave may be used by the bargaining unit member, at his/her election, upon prior approval, in cases of personal necessity or personal business leave. Leave taken pursuant to this article shall be for an activity that cannot normally be taken care of after the regularly scheduled Duty Day.

2. A maximum of ten (10) days of accumulated leave may be used in any school year for personal necessity. Three (3) of these days may be used to observe recognized religious holidays according to personal convictions. In order for it to be considered a recognized religious holiday, there must be an established observance during the day that would conflict with a bargaining unit member's regular workday.
3. Reasons which shall be considered as a personal emergency or necessity under these rules and regulations are limited to:
  - A. Death of a member of the immediate family. The "immediate family" as used in this section means the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member, or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law, niece or nephew of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member. Members of the immediate family as used in this section shall be extended to include stepmother, stepfather and stepchild of the bargaining unit member or of the bargaining unit member's spouse. This applies after Bereavement Leave has been used. (See "Bereavement Leave" article of this Agreement.)
  - B. Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in "A." above. ("Close relatives" would include uncles, aunts and cousins.) Emergency leave may also be granted for the funeral of a non-relative living in the immediate household.
  - C. Accident involving his/her personal property or the person or property of a member of his/her immediate family as defined in "A." above, and of such emergency nature that the immediate presence of the bargaining unit member is required during his/her assigned hours of service.
  - D. Appearance in court as a litigant.
  - E. An illness or an unusual circumstance involving a member of the bargaining unit member's immediate family as defined in "A." above, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit member during his/her assigned hours of service. (In addition to this leave a member may take an additional six (6) days as permitted by Labor Code Section 233.)
  - F. The birth of a child making it necessary for a bargaining unit member who is the father of the child to be absent from his position during the assigned hours of service.
  - G. To the extent allowed by law, parents may take up to four hours leave for involvement in activities at their child's school.
4. Bargaining unit members will submit completed personal necessity leave request forms (T10A) in triplicate to their supervisor normally within three (3) working days prior to requesting the leave. Supervisors will verify the eligibility of the request for necessity leave and will make the appropriate recommendation on the leave form before forwarding it to the District Office. One copy will be retained by the supervisor. One copy of the request form, with the supervisor's recommendation and comments, will be returned to the bargaining unit member.

5. Advance permission must be obtained for personal leave except that the bargaining unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
  - A. Death or serious illness of a member of his/her immediate family
  - B. Accident involving his/her person or property or the person or property of a member of his/her immediate family

However, bargaining unit members must submit completed personal necessity leave request forms in triplicate to their supervisor within five (5) working days after return to duty. The supervisor will verify the eligibility of the request for necessity leave and will make the appropriate recommendation on the leave form before forwarding it to the District Office. One copy will be retained by the supervisor. One copy of the request form, with the supervisor's recommendation and comments, will be returned to the bargaining unit member.###

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### ARTICLE 31 - PREGNANCY/DISABILITY LEAVE

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1. A pregnant bargaining unit member who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:
  - A. Sick leave shall apply only to those days of absence during which the bargaining unit member is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.
  - B. The District may require the bargaining unit member to file a physician's verification which clearly states the bargaining unit member was incapable of meeting her normal work assignment.
  - C. Within seven (7) calendar days after the termination of the leave, the bargaining unit member shall submit a physician's written health evaluation including the reasons the bargaining unit member was disabled during the period of absence. The District may require additional physician statements or reevaluation of the bargaining unit member by her physician. (Any additional statements required shall be at District expense.)###

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### ARTICLE 32 - SICK LEAVE

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1. Eligibility Requirements:
  - A. Pursuant to the provisions of Education Code Section 44978, every bargaining unit member employed on a full-time, five-days-a-week basis shall be entitled to ten (10) days leave of absence for illness or injury per school year without loss of pay.

- B. All bargaining unit members employed for less than full-time service shall be entitled to the proportion of ten (10) days sick leave as the percentage of duty time served bears to full-time service.
2. Payment Procedures:
- A. Pay for any day of such absence shall be the same as the pay which would have been received had the bargaining unit member served during the day.
  - B. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the school year.
  - C. If such bargaining unit member does not take the full amount of leave allowed in any school year under this regulation, the amount not taken shall be accumulated from year to year.
  - D. No deduction from the salary shall be made until all accumulated sick leave has been used.
3. Substitute Differential Salary:
- A. Pursuant to the provisions of Education Code Section 44977, when a person employed in a position requiring certification qualifications is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
  - B. "The five-month period" referred to in Section 44977 starts to run at the end of the employee's current annual leave of ten days. Accrued leave is included in the computation of the five-month provision of Section 44977. (Attorney General Ruling #57-3, March 1957).
  - C. No deduction from the salary shall be made until all accumulated sick leave has been used.###

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### ARTICLE 33 - STUDY LEAVE

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1. Leave of absence may be granted to bargaining unit members for study in residence in accordance with the following provisions:
- A. Such leaves shall be without compensation;
  - B. Study leaves shall be granted for no more than one year at a time. If recommended by the Superintendent, an additional year may be granted.

- C. Bargaining unit members must complete at least six units during the year of study leave in order to maintain eligibility for annual service increments. For part-time study leaves or full time study leaves shorter than a school year in duration, the number of units required shall be equitably prorated.###

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#### ARTICLE 34 - UNAUTHORIZED LEAVE OF ABSENCE

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1. Unauthorized leave is defined as absence from regularly assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, nonattendance at required meetings and failure to perform assigned supervisory functions at school-sponsored activities.
2. Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.
3. The Superintendent or the supervisor of the bargaining unit member may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the bargaining unit member's claim for absence. Such verification shall be made within five (5) days of the absence.###

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#### ARTICLE 35 - MENTOR TEACHER PROGRAM

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*[Superseded by the Peer Assistance and Review program, (PAR), 1999]*

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#### ARTICLE 36 - MILEAGE ALLOWANCE

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1. Unit members who are required to use their personal automobile in order to carry out their regularly assigned duties, or for other District-approved travel, shall be reimbursed at the maximum allowable rate established by the Internal Revenue Service.
  - A. "Regularly assigned duties" travel shall include:
    - 1) Travel between work sites for unit members whose regular assignments specifically require such travel
    - 2) Travel by unit members whose assigned duties specifically involve transporting of supplies, equipment or food

- 3) Travel required of unit members whose assigned duties specifically involve frequent visitations to students' homes
  - 4) Travel required of unit members whose assigned duties specifically require transportation of students.
- B. "Other District-approved" travel shall be that out-of-District travel required by the District of the unit member for which it suits the convenience of the District to pay a mileage allowance rather than providing other means of transportation.
2. The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month. Such rates shall be established by multiplying the monthly mileage totals by the appropriate mileage allowance.###

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### **ARTICLE 37 - MISCELLANEOUS PROVISIONS**

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1. 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.###

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### **ARTICLE 38 - NEGOTIATION PROCEDURES**

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1. On April 15 or the week thereafter of the calendar year in which this Agreement expires, both parties shall begin to meet and negotiate in good faith on negotiable items for the following budget year. Any agreement reached between the parties shall be reduced to writing and signed by them.
2. The Board of Education and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives or committees.

3. Negotiations shall take place at mutually agreeable times and places.
4. Either party may request relevant reports from the other party.
5. As soon as available, the Board of Education shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.
6. The District shall furnish the Association with requested public information that is necessary to the Association in order to fulfill its role as exclusive representative. The District may levy a reasonable charge for such materials.
7. All items upon which there is tentative agreement during joint negotiations shall be signed by the parties as tentative agreements. Ratification of the successor agreement shall proceed after the following requirements have been met:
  - A. The parties shall jointly assemble the tentative agreements into one original finalized Agreement document, draft of which each party shall have one true photocopy, while the original shall be jointly delivered into the custody of the Fresno, California Office of the California Conciliation Service.
  - B. The California Conciliation Service shall make two true photocopies of the original finalized Master Agreement document and retain them in their custody for signature by the parties after both parties have completed ratification procedures. The expense of such duplication shall be borne equally by the parties.
  - C. Within three days after both parties have ratified the Agreement, the parties shall meet to sign the original Agreement document draft described in paragraph "7.A." immediately above, and the two true photocopies described in paragraph "7.B." immediately above. Each party shall then be provided with one signed true photocopy and the original Agreement document draft shall be utilized for printing of the Agreement as described in the provisions of the article "Miscellaneous" within this Agreement.###

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#### **ARTICLE 39 - NON-DISCRIMINATION**

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1. The Board of Education shall not illegally discriminate in regard to wages, hours or terms and conditions of employment against any bargaining unit member on the basis of race, color, domicile, creed, age, gender, national origin, political affiliation, marital status (in hiring), membership in an employee organization or participation in the lawful activities of an employee organization.
2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
3. District will comply with State and Federal laws/regulations regarding non-discrimination, sexual harassment, Americans with Disabilities Act, and Family Care and Medical Leave Act.###

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## ARTICLE 40 - OBTAINING SUBSTITUTE CLASSROOM TEACHERS

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1. The District shall exert all reasonable effort to employ substitute teachers in the event a regularly employed teacher is absent for reasons of illness, bereavement and other short leaves of absence.
  2. Teachers shall not be required to obtain or release substitutes. The regular teacher will notify the District of his/her dates of absence and return in accordance with District established absence procedures.
  3. The District may require teachers to cover classes for other teachers in case of emergencies. In the event a teacher is so required, that teacher shall receive compensatory time.###
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## ARTICLE 41 - OFFICIATING ASSIGNMENTS

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1. If a classroom teacher needs to be excused from a regularly assigned class for officiating responsibilities, the classroom teacher must pay substitute costs and receive clearance from the site administrator.###
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## ARTICLE 42 - PART-TIME TEACHERS

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1. Part-time contracts are determined in relationship to the assignment. Bargaining unit members (other than Adult School) continuing on a part-time contract may earn tenure as part-time employees in accordance with appropriate provisions of the California Education Code. If, at some future time, such part-time tenured bargaining unit members are assigned full-time, those bargaining unit members then become full-time tenured employees.
2. Contract part-time bargaining unit members shall be provided with contracts which call for both remuneration and the assignment of duties which are proportionate in all respects except fringe benefits to the remuneration and assignment of duties generally prevailing for full-time bargaining unit members in the District. This provision shall apply to number of class sections assigned, planning and Duty Day, student counseling responsibilities, extra classroom duty time, extracurricular requirements and all other duties assigned to any particular part-time bargaining unit member.
3. Contracts for part-time bargaining unit members shall provide for employees to serve on the basis of remuneration and assigned duties amounting to a direct relationship to the primary duty and the prorated additional responsibilities and assignments as full-time employees serving in like assignments.
4. Bargaining unit members serving on a 50 percent (50%) or more contract shall receive fringe benefits equal to those received by full-time bargaining unit members. Bargaining unit members serving on less than a fifty percent (50%) contract shall be entitled to none of the fringe benefits received by full-time bargaining unit members, except as required by law.

5. Effort shall be made by the District to provide that the assignments of bargaining unit members shall fill a continuous block of time during each day.###

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## ARTICLE 43 - PERSONNEL FILES

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1. The District shall maintain bargaining unit members' personnel files at the District's Central Office.
2. The person or persons who draft and/or place material relevant to the assessment of performance in a bargaining unit member's personnel file shall sign the material and signify the date on which such material was drafted. Such material must be placed in the bargaining unit member's personnel file within a reasonable time after the circumstances giving rise to the material were known.
3. Access to personnel files shall be limited to the members of management on a regular, need-to-know basis, and any inspection or review of a unit member's file shall be recorded on a form developed for that purpose which will include the name, position, date, and reason for such inspection or review. The form shall become a part of the file. Board of Education members may request the review of a bargaining unit member's file at a personnel session of the Board of Education, or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation or as evidence in an administrative or judicial proceeding.
4. Information of a derogatory nature, except material mentioned in paragraph "6." below, shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. The bargaining unit member shall be obligated to attend a conference called for such purpose by an administrator having line authority over such bargaining unit member. The bargaining unit member shall have the right to representation during such conference. The bargaining unit member shall acknowledge he/she has received a copy for his/her personal retention by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that a bargaining unit member refuses to affix his/her signature to the documents, a statement to this effect, together with that of a witness, may be attached to the document by the administrator or designee in charge of the safekeeping of the file. A bargaining unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the bargaining unit member shall be released from duty for this purpose without salary reduction. Duty, for purposes of this paragraph, is intended to be limited to those hours when the bargaining unit member would otherwise be engaged in non-teaching duties.
5. Each bargaining unit member shall have the right to review the contents of his/her own personnel file. A representative of the bargaining unit member's choosing may accompany the bargaining unit member in this review. The bargaining unit member's representative may review the bargaining unit member's personnel file (except for privileged information referred to in paragraph "6." of this article) in the absence of the bargaining unit member, provided that the bargaining unit member has authorized, in writing, the review, and provided that such authorization is given to the administrator or designee responsible for the safekeeping of the file. Photocopies of documents shall be provided to the bargaining unit member or the bargaining unit member's representative for an amount equal to the cost of reproduction. The bargaining unit member's review of such information shall take place during the normal working day of the Division of Human Resources/Labor Relations.
6. Privileged information such as confidential placement bureau papers and confidential statements

submitted as part of application procedures, including rating reports of records which (1) were obtained prior to the employment of the person, involved (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination, is specifically exempted from review. The administrator or designee shall remove such confidential documents from the file prior to a review of the file as described.

7. In the event derogatory charges against a bargaining unit member are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.
8. Allegations or derogatory material treated in the "Employee Discipline" article are appropriately entered into the personnel file as delineated in Employee Discipline".###

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#### **ARTICLE 44 - PROBATIONARY TEACHERS RIGHT TO HEARING**

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##### **PROBATIONARY TEACHERS HIRED AFTER JUNE 30, 1983:**

The Superintendent or his/her designee shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to Section 44664 shall accompany the written notice.

The employee shall have fifteen (15) days from receipt of the notice of dismissal to submit to the Board of Education a written request for a hearing, and the Board of Education may establish procedures for appointing a hearing officer to conduct the hearing and submit a recommended decision. This decision is not binding on the Board of Education.###

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#### **ARTICLE 45 - PROCEDURES FOR PROCESSING CITIZENS' COMPLAINTS**

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1. All significant complaints will be investigated.
2. Individual bargaining unit members who are the subject of a significant citizen's complaint shall be informed of each complaint. The District shall be responsible to provide the bargaining unit member a written statement of the substance and specific allegations of the complaint with the complainant identified.
3. In the event the matter is not settled at the administrative level to the satisfaction of the bargaining unit member(s), appeal may be made to the Superintendent, or Superintendent's designee.
4. Complainant and school personnel concerned shall be fully apprized of each step in the negotiations toward satisfactorily resolving the matter. To prevent hasty and unconsidered action, the Board of Education reserves the right to wait at least two weeks before acting on any complaint brought to its attention.###

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## ARTICLE 46 - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

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1. Any teacher who is a member of the FTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Associations. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the teacher each month for ten months or for as many months within any such year as the teacher has been employed. The deduction authorization shall continue in effect from year to year unless revoked in writing before October 1 of any year.
2. As a requirement of this contract, unit members shall become a member of the FTA/CTA/NEA or pay to the Association a fee in an amount equal to ninety percent (90%) of FTA/CTA/NEA unified membership dues, initiation fees and/or general assessments.
  - A. Unit members shall either have satisfied their dues or fees obligation to the Association by November 1, or thirty (30) days after their commencement of service, whichever is later, or the District shall immediately begin automatic payroll deduction of the service fees as provided in the Education Code Section 45061 (or 87834) and in the same manner as set forth in paragraph "1." of this article.
  - B. In subsequent school years, unit members shall satisfy their dues or fees obligation to the Association within thirty (30) days after their commencement of service, or the District shall immediately begin automatic payroll deduction as delineated herein.
  - C. Unit members may satisfy their dues or fees obligation by lump sum payment payable to the Association. Such payments shall be made on or before the deadlines cited above.
  - D. Documents signed by unit members accepting employment shall contain provisions delineating unit members' obligations to pay dues or fees.
  - E. Newly employed unit members shall be given a copy of this Agreement and information regarding means of satisfying dues or fees obligations provided by the Association.
  - F. As unit members are initially programmed for payroll by the FUSD Fiscal Services Division, the Association will be immediately provided locator and employee status information to enable contact for membership recruitment.
3.
  - A. Any unit member whose traditionally held religious tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support FTA/CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee (90% of unified dues) to the United Way, CHAD, or Public Education Fund which are exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before November 1st of each school year. If payment is not made by November 1st, the District shall commence a monthly deduction as stipulated in "2A." above and forward the amount withheld to either the United Way, CHAD.
  - B. Proof of payment and a written statement of objection along with verifiable evidence of traditionally held religious tenets or teachings which preclude joining or financially supporting employee organizations pursuant to paragraph "3A." above, shall be made to the District as

a condition of exemption from the provisions of paragraphs "1" and "2" of this article. The District will make available to the FTA the documentation and reasons for decisions regarding religious exemptions. Such proof shall be presented on or before November 1st. The Association shall have the right of inspection in order to review said proof of payment.

- C. Any unit member making payments as set forth in paragraph "3A. and B." above, and who request that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
4. With respect to all sums deducted by the District pursuant to paragraphs "1" and "2" above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
  5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.
  6. FTA/CTA/NEA agrees to pay to the District all legal fees, legal costs and liability incurred by the District in all actions arising from this article with the exception of paragraph "7." If FTA/CTA/NEA chooses to compromise, settle or forego the defense of any action arising from this article, or if FTA/CTA/NEA is willing to compromise, settle or forego the defense of any such action and the District is not, the District may continue the defense of such action at its own expense, and all legal fees, legal costs and liability incurred thereafter shall be paid solely by the District.
  7. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Association and the District.###

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#### ARTICLE 47 - PROFESSIONAL GROWTH

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1. This article applies only to those bargaining unit members initially issued a Professional Clear Teaching Credential, multiple or single subject, after August 31, 1985.
2. Those members of the bargaining unit to whom this article applies are required to develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program must be completed within a five (5) year period. The five (5) year period begins September 1, 1985 or on the effective date of an initial credential issued after September 1, 1985. The Division of Human Resources/Labor Relations will inform the teacher that he or she is responsible for designing a professional growth plan with major goals and objectives. The parties agree that the teacher remains liable for knowing of, and satisfying, all relevant legal requirements. The District's failure to notify a teacher of his or her obligations in this regard shall not give rise to any action against the District.
3. The District shall designate only certificated administrators, mentor teachers and college or university faculty to serve as Professional Growth Advisors (herein "advisors"). A list of these advisors, including their job site phone number and areas of educational experience and/or expertise, will be provided for

each credential holder subject to this article.

4. The credential holder has the right to choose his/her own advisor from the above list of such advisors designated by the District. The credential holder is urged to seek the advice of his/her principal when selecting an advisor. If a credential holder determines that the District has not designated a suitable list of advisors, the credential holder may ask a responsible officer of another agency for permission to consult an advisor who is employed by that other agency or the credential holder may ask the Commission on Teacher Credentialing to approve a Professional Growth Plan or Record of Activities.
5. The responsibility of an advisor shall be to determine whether the Professional Growth Plan and activities submitted by a credential holder who is subject to the provision of this article (hereinafter referred to as "credential holder") comply with pertinent Education Code Title V Sections (hereinafter referred to as "Admin Code") and the California Professional Growth Manual (hereinafter referred to as "manual").
6. The credential holder is responsible for securing the program advisor's approval of the Professional Growth Plan and the certification of completed activities and must submit the certified form to the Division of Human Resources/Labor Relations for recording of credit.
7. An advisor shall complete and return to the credential holder certification of the initial plan, initialing of any revisions or verification of completed activities within ten (10) workdays of submission to the advisor. If an advisor finds that he/she cannot certify an initial plan, initial a modification or verify completion, the advisor shall so notify the credential holder of the reason(s) in writing within ten (10) workdays of submission.
8. If a credential holder believes that his/her advisor has taken an action that he/she considers contrary to the terms of the Education Code, the credential holder may seek another advisor and should seek review and comment (positive decision) from the Division of Human Resources/Labor Relations. In the event of a negative decision, the credential holder may appeal to the Commission on Teacher Credentialing for a final decision.
9. Association activities which comply with the Education Code shall be allowed as Professional Growth Activities. Upon the request of the credential holder or advisor, the president of the Association shall provide verification of participation or completion.
10. The District and the Association shall provide a joint inservice for credential holders. Meetings at appropriate times shall be provided for all who hold credentials subject to the professional growth renewal requirements.
11. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity as defined in the "manual". College, university or equivalent courses shall be credited as defined in the "manual".
12. Credit for advancement on the salary schedule may be earned by credential holders for Professional Growth Activities subject to the provisions of Article 51, Section 2, "Rules Governing Approval of Units for Advancement," and Sections 3 and 4.
13. Nothing in the Professional Growth Requirements or Procedures thereof shall impact, be a part of or modify the performance evaluation.

14. No later than October 1 of each year, the District shall provide in writing to each member in the bargaining unit who is affected by this article the number of clock hours that member of the bargaining unit has on file and the date by which the total of at least 150 clock hours must be completed in order that the unit member's credential can be renewed. Verification of completion of credential renewal will be provided by the Division of Human Resources/Labor Relations.###

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#### ARTICLE 48 - PROGRAMS IMPLEMENTATION

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1. Decisions of school site councils, school advisory committees and all other District advisory committees shall not be implemented by the District so as to be inconsistent with the terms of this Agreement.###

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#### ARTICLE 49 - RECOGNITION

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1. The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District and approved by the Public Employment Relations Board; that the unit is comprised of but not limited to the following positions:

- Teacher
- Librarian
- Nurse
- Teacher, Special Assignment, Programs
- Supervisor, Work Experience
- Resource Teacher
- Teacher on Special Assignment
- Speech Therapist
- Adult School Teacher
- Summer School Teacher
- Teacher Employed Under Early Retirement
- Teacher, Child Development Center
- Special Education Teacher
- Designated Instructional and Services Teacher
- Teacher, Infant Development
- Teacher, Preschool
- Teacher, School-Age Parenting

and excluding all management, confidential, supervisory, part-time (not regular employees) and casual employees.###

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## ARTICLE 50 -SPECIAL EDUCATION

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1. Released time for unit members to conduct IEP meetings shall be made available when it is determined by the Administrator of the Special Education Office or his designee that all other options are unavailable. Conditions which may trigger the use of a substitute are as follows: (1) The teacher must attend an IEP meeting away from the school site and/or (2) The only time the IEP meeting can be scheduled is during the instructional day and class coverage by school personnel is not available.
2. The parties acknowledge the importance of constructive dialogue and the respect of professional opinions for all members of the team on all aspects of program delivery.
3. Bargaining unit members will be provided opportunity to participate in training programs either prior to or concurrently with the implementation of new instructional and/or assessment programs in either special education or regular education classrooms.###

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## ARTICLE 51 - SALARY

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1. 2005-2006 Salary Schedule Increase: The salary schedules listed below shall be increased by two percent (2.0%) for all bargaining unit members effective with the first warrant of the 2005-2006 contract pay year.
  - Schedule A - Teachers, Librarians and Nurses
  - Child Development Center Teachers
  - Preschool Teachers' Salary Schedule
  - Lori Ann Infant Center
  - Adult School Teachers (hourly rate)
  - Regular Summer School and Intersession Salary Schedule
  - Supplemental Compensation for District-Assigned Work
  - Extra Pay for Extra Services (EPES), Pursuant to Section 2 below.
2. Extra Pay for Extra Services (EPES): The EPES schedules shall be increased by the same percentage as applies to schedules effective July 1 of the following year.
3. 2005-2006 Base Revenue Limit (BRL) Contingency: Any percentage BRL increase above 5.01% will be applied as follows:
  - A. Up to the first one million dollars (\$1 million) shall be allocated to the Health Fund to "backfill" and make ongoing the one-time District contribution of \$1 million to the Health Fund for 2005-2006 (See Article 18, Section III, Health Fund).
  - B. The District's per eligible employee contribution established in 2004-2005 pursuant to (Article 18, Section III, Health Fund) shall be recalculated to adjust for any ongoing increased allocation to the Health Fund generated by this contingency.

- C. Any percentage BRL increase above 5.01%, and in excess of the \$1 million applied to the Health Fund as set forth in paragraph A above, shall be applied as an increase to the base salary schedules included in Section 1 above for all employees effective with the first warrant of the 2005-2006 contract pay year.
- D. As used herein, BRL is the percentage figure representing the effective ongoing unrestricted dollar increase to the District base revenue limit actually received by the District in and for 2005-2006, including the ongoing unrestricted COLA, any ongoing unrestricted deficit reduction or equalization, and/or any other permanent ongoing adjustment to the District's funded BRL/ADA identical in effect to a COLA, and accounting for declining or increased enrollment.
4. 2005-2006 STRS Shift Contingency: The proposed 2005-2006 State Budget contains a 2% shift of STRS costs to the District. The District is budgeting for this increased cost in its planned 2005-2006 budget.
- A. If the final State Budget does not include this STRS shift and the resulting District expenditure is eliminated, such funds shall be applied as an increase to base salary schedules included in Section 1 of this Article, not to exceed 1.1%, for all District employees effective January 1, 2006.
- B. The District's expenditure shall not be considered to have been eliminated if the District's BRL increase as defined above is reduced due to elimination of the STRS shift.
- C. If the STRS shift remains in the final State Budget, the Association agrees, as permitted by law, to assume the shifted cost, thereby eliminating it as a District expense. In this circumstance salary schedules in section 1 of this article would be increased as follows:
- Determine the portion of the District's budgeted expenditure for the STRS shift that is attributable to the FTA bargaining unit (unrestricted and special education).
  - Divide the dollar amount determined above by the cost of a 1% increase (as of December 31, 2005) to the FTA bargaining unit (unrestricted and special education).
  - Apply the resulting percentage increase in excess of one-half percent (.5%) to salary schedules in section 1 of this article, effective January 1, 2006.
5. 2005-2006 Step and Column/Salary Cost of Bargaining Unit Contingency
- A. Immediately following ratification of this Agreement, the parties shall meet and negotiate over a method by which to calculate unit actual step and column costs and the salary cost of the bargaining unit (unrestricted and special education) for 2005-2006 as compared to the projected step and column costs/cost of the bargaining unit for 2005-2006.
- B. The parties shall first verify all District employee step and column and bargaining unit salary costs for 2005-2006, and then determine FTA's pro rata unit share of such costs.
- C. In calculating the actual step and column and bargaining unit salary costs for 2005-2006, the parties shall take into account any reduced number of unit members including those as a result of the parties' agreement to increase staffing ratios as contained in this Agreement. Specifically, if any of the projected \$8.8 million in savings generated by the staffing ratio

change represents step and column/bargaining unit salary cost savings due to fewer certificated personnel, this savings shall not constitute a step and column or bargaining unit salary cost savings for purposes of this contingency.

- D. If the bargaining units actual step and column/bargaining unit salary cost is less than what was projected, any "savings" in excess of a one-half percent (.5%) increase shall be applied as salary schedule increases (Section 1 of this article), effective July 1, 2005.
- E. If the parties are unable to reach agreement by October 30, 2005 over the amount of any step and column/unit savings, the matter shall be submitted immediately to expedited binding arbitration.
- F. As used herein, "expedited binding arbitration" means:
- there will be no transcript of the proceedings;
  - there will be no post-hearing briefs; and
  - a written decision shall be issued as soon as possible following completion of the hearing.
- G. The expedited arbitration provided herein shall be heard before a three person panel. The District and the Association shall each appoint one panel member and these two representatives shall attempt to agree on a third, neutral member. Failing such agreement, the parties shall seek a list of arbitrators from the California State Mediation Service (CSMS) with a specific request to CSMS to provide a list of individuals with expertise in the subject matter of this controversy. Selection of the neutral shall then be made by alternate striking of names from the list, with the party striking first to be determined by coin toss.
- H. At the time of this Agreement the District's projected step and column/salary cost of bargaining unit for all employees (unrestricted and special education) is \$4.4 million, out of which FTA's prorata unit share is projected to be \$3.7 million. The District maintains that these amounts include statutory benefits associated with salary in its projections.
6. For the 2005-2006 school year, any contingency-based salary increases shall be prospective from the date of implementation for the EPES schedules, regardless of any provisions in this Agreement regarding retroactivity and/or effective dates of increases.
7. Staff Development "Buyback": 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).
- A. 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.
- B. 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.

- C. 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.

1. Rules Governing Placement Upon the Salary Schedule

- A. 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 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.

Effective July 1, 2000, 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. 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. 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.

- B. 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% 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 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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).
- H. 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.
- I. 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.

2. Rules Governing Approval of Units for Advancement

- A. All units must be earned after receipt of the Bachelor's Degree.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

3. Advancement From One Class to Another

- A. 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 teacher, 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.
  - B. Only units earned after receipt of the Bachelor's Degree shall be considered for advancement to a higher classification.
  - C. In advancing to a higher class, a teacher shall be given full credit for each level previously earned.
  - D. A teacher shall not be advanced to a higher class until the succeeding school year.
  - E. 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.
  - F. 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 fifteen (15) hours of participation. 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. No District credit may be earned by a teacher being paid for teaching a District credit class or inservice class.
  - G. 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.
4. General Provision Applicable to Basic Salary Schedule
- A. 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.
  - B. 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.
  - C. 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.

D. 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.

E. Salary payments shall be electronically deposited to banking institutions of employees choice for all employees hired after July 1, 2000.

F. Overpayment:

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.

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.

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.

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.

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.

#### **CERTIFICATED EMPLOYEES FACTOR PLACEMENT SCHEDULE**

(Factor Times Placement on Schedule "A")

Classification	Time Factor	Responsibility Factor	Total Factor	Work Days
Community Education Specialist	1.1189	-----	1.1189	207
Teachers, Nurses	1.00	-----	1.00	185
Speech Therapists	1.00	-----	1.00	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	-----	1.0811	200

1. All certificated employees shall be placed on Salary Schedule A according to years of experience and training.
2. 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.
3. 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.

### **CHILD DEVELOPMENT CENTER AND PACE TEACHERS**

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.
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.
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.
4. 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 inservice class.
5. Lead Teachers will receive an additional 25 cents per hour. Center Supervisors will receive an additional \$1.00 per hour. PACE Lead Teachers will receive an additional 50 cents an hour.

Only Center Supervisors and Lead Teachers may advance beyond the solid line.

A Provisional Instructional Permit or the Partial Fulfillment is considered a regular credential for the purpose of placement on the Salary Schedule.

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.##

### **EPES RULES FOR ADVANCEMENT**

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.

### **NEGOTIATION PROCEDURES FOR EPES**

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

1. Bargaining unit members may propose increases or additions to the existing EPES schedules by submitting such proposals directly to the FTA.
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.
3. Proposals made by either party shall be negotiated through the regular negotiation's process.
4. PER DIEM: The District and the Association acknowledge the need for greater uniformity regarding payments to unit members for instructional activities performed in addition to regular classroom teaching. In this interest, the parties agree as follows:
  - A. A joint FUSD/FTA Committee will review current practices and current contractual pay rates (for example the regular summer school and intersession salary schedule, and supplemental compensation for District-assigned work). The District will provide the joint FUSD/FTA Committee with all material from District payroll and other records pertinent to a review of current practices and pay rates for District-assigned supplemental work. The Committee will also seek and review contracts, practices and policies from comparable districts.
  - B. The purpose of the Committee is to arrive at definition(s) of instructional related activities that will apply uniformly across the District.
  - C. In reaching this agreement, it is the mutual intent of the parties to preserve the status quo and not to impose any fiscal impact/increased costs to the District unless these costs are the subject of negotiations under the terms of paragraph D below.
  - D. The Committee shall make written recommendations by March 1, 2006. This subject may, at the election of either party, be discussed as part of 2006-2007 negotiations over Compensation ###

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## ARTICLE 52 - SAVINGS

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1. If any provisions of this Agreement or any application thereof to any bargaining unit member is held by the highest State or Federal Court to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
2. Should a provision or application be deemed invalid, as described in paragraph "1." above, the Board of Education shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.###

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## ARTICLE 53 - SCHOOL BUILDING COMMITTEE

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1. Philosophy
  - A. We believe that all professional educators have the basic responsibility for providing both quality education to the children and youth in the Fresno Unified School District and the best educational climate within their school unit.
  - B. We believe that through the School Building Committee we can achieve the major goals of education and have a way to provide a democratic school environment where educators are free to discuss and affect change in areas of common interest and concern.
  - C. We believe that through the School Building Committee we have a way to promote and maintain unity and harmony between teachers and administrators within the local school unit.
  - D. Through mutual respect and purpose, decisions will be made that are in the best interest of the students and the educational program.
  
2. Operating Procedures
  - A. The primary function of the School Building Committee is to discuss school issues, concerns and/or questions related to the implementation of this Agreement.
  - B. The principal, through the School Building Committee, is obligated to provide for teacher involvement, as requested by either party, in the school's decision making process, with final school site action being the responsibility of the principal. The Committee is not considered a bargaining unit.
  - C. The School Building Committee and the principal and/or his/her designee are to strive to arrive at decisions that are mutually acceptable.
  
3. Structure
  - A. The School Building Committee shall be created in each school building from the bargaining unit members of that building. The faculty representatives to the Committee shall be elected annually by the faculty. All elections under this article shall be conducted by the bargaining unit members within the school.
  - B. For faculties (includes all bargaining unit members working at a school site)\* numbering one (1) through forty (40), the School Building Committee shall have three (3) members.
  - C. For faculties (includes all bargaining unit members working at a school site)\* numbering forty-one (41) through eighty (80), the School Building Committee shall have five (5) members.

- D. For faculties (includes all bargaining unit members working at a school site)\* numbering more than eighty (80), the School Building Committee shall have seven (7) members.
- E. To insure knowledgeable people on the job in Spring and Fall, elections shall be made in January of each year.
- F. Vacancies will be filled by election for the remainder of that term.
- G. All bargaining unit members within the school shall be eligible to vote for and hold elective positions of the School Building Committee.
- H. School Building Committee members may be elected to successive terms.

\*Bargaining unit members not permanently assigned to a school shall have the option of selecting a school in which they work for the purpose of exercising their right to vote for and hold a committee member's position.

4. Meetings

- A. The principal and/or his/her designee of each school shall meet each month during the school year with the Committee to discuss school issues, concerns and/or questions relating to the implementation of this Agreement. Monthly meetings may be waived by mutual agreement of the Committee and the principal.
- B. All agendas for the Committee meeting with the principal should be prepared jointly by the principal and/or his/her designee and the Committee chairperson. The principal shall not be held accountable for lack of provision for input to any decision he makes that has not been placed on the agenda by either party. Any decisions that are made by the principal that have not been put on an agenda may be put on a future agenda for discussion.
- C. The principal or the Committee may have up to three (3) additional representatives at meetings between the principal and the Committee. This number may be exceeded upon mutual agreement.
- D. The Committee has the right to meet without management personnel being present.
- E. Results or minutes of the Committee meetings with the principal should be prepared jointly and the cost assumed by the District.

5. Training

An annual workshop experience for School Building Committee members and principals shall be made available on a voluntary basis by the Association and the District.###

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**ARTICLE 54 - SEMI-ANNUAL MEETING OF ASSOCIATION'S  
EXECUTIVE BOARD, SUPERINTENDENT'S STAFF AND  
THE BOARD OF EDUCATION**

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1. At least once each semester, the Superintendent and the Association president shall arrange for a meeting of up to one full day between the Association's Executive Board, representatives from the Superintendent's staff, and three Board of Education members.
2. Arrangements shall be made to cover classes for that day or the meeting may be scheduled on a day when no classes are in session.
3. The Superintendent and the Association president shall prepare the agenda and distribute it to the persons involved at least one week prior to the meeting.
4. The primary purpose of such meetings is to exchange ideas pertinent to the educational community.
5. The Semi-Annual Meeting may be waived upon mutual agreement of both parties.###

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**ARTICLE 55 - SITE-BASED DECISION-MAKING**

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The site-based decision-making body at each school shall be the School Site Council. Other adjunct groups shall be provided the opportunity to make recommendations and meet with the School Site Council.

A district wide council shall be established to develop the criteria for the creation of an alternative organization for site-based decision-making. The Council will be responsible for the review of each school's alternative organization to assure that the school's plan is in compliance with such criteria. The Council shall be composed of representatives of teachers, classified employees, site and district administrators and parents.###

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**ARTICLE 56 - STATUTORY CHANGES**

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1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State and Federal laws to the extent permitted by such law, and that in the absence of specific provisions in this Agreement, such policies and procedures are discretionary.
2. Reduction or elimination of bargaining unit member benefits contained within this Agreement by amendment or repeal of existing California or Federal law shall obligate the District, upon Association request, to meet and negotiate for the purpose of considering other similar benefits in compensation for only those benefits lost.

3. Benefits as described in this article shall refer to those benefits in this Agreement which come under the scope of bargaining as delineated in California Law, Government Code 53200.###

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### **ARTICLE 57 - SUMMER SCHOOL**

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1. The following provisions are to apply only in the event that summer school is held during the term of this Agreement:
  - A. Announcements for anticipated summer school positions and procedures for applying shall be made not later than March 15.
  - B. Tentative summer school assignments will be made no later than May 15.
  - C. Those classroom teachers who have tentative commitments for summer school positions and whose positions do not materialize shall be given priority consideration for any subsequent summer school vacancy which occurs during that summer session and for which they are qualified.
  - D. Written notice of election to summer school employment shall include tentative location and subject assignment.
  - E. 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.
  - F. The Substitute Teacher Management System (STMS) shall be used for obtaining substitute teachers for summer school. Event numbers shall be established by the Substitute Office to identify summer school programs.###

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### **ARTICLE 58 - SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK**

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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 \$24.41. 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. Inservice 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.###

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### **ARTICLE 59 - TEACHER AUTHORITY**

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A bargaining unit member may exercise the appropriate physical control necessary to maintain order, protect property, protect the health and safety of the students or to maintain conditions proper and appropriate to learning. This shall not be so construed as to permit corporal punishment or to be in conflict with or extend Sections 49000 and 44807 of the California Education Code.###

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### **ARTICLE 60 - TEMPORARY TEACHERS**

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1. For purposes of this article, temporary teacher shall be defined in accordance with the appropriate section of the California Education Code, and includes nurses.
  - A. A temporary teacher is one who is employed to teach or perform other duties the first three (3) months of any school term, or to teach in special day or evening adult classes or classes of migratory population for not more than three (3) months in any school term. If employment continues longer than three (3) months, as specified above, the teacher shall be classified as a probationary teacher unless such teacher is classified temporary in accordance with sub paragraphs "1.B.", "1.C." and "1.D." below;
  - B. A temporary teacher may be employed to take the place of a regular teacher on leave of absence for at least one semester but not more than one school year. Any person employed for one or more complete school years shall have a maximum of two consecutive years of temporary service counted as probationary service when and if subsequently employed in a permanent position;
  - C. A temporary teacher may be employed in positions wherein employment for the subsequent school year is contingent upon categorical aid funding;
  - D. A temporary teacher may be employed to replace a permanent teacher who is assigned to a position wherein employment for the subsequent school year is contingent upon categorical aid funding.
  - E. No newly hired teacher is to be assigned to any vacant position at any site until current employees wishing to transfer have been processed.
  - F. Part-time temporary teachers wishing full-time employment may apply for full-time positions by informing Division of Human Resources/Labor Relations personnel who will process their request and provide opportunities for interviews with other applicants.

2. For purposes of this Section temporary teachers will be classified in two ways. Temporary Teachers participating in the Peer Assistance and Review Program (PAR) and temporary teachers not participating in PAR. All temporary teachers shall be evaluated annually, if employed for a whole year, under the following guidelines:

E. Temporary Teachers Participating in PAR

- 1) First year temporary teachers will be assigned a consulting teacher to assist and evaluate performance.
- 2) Consulting Teachers will present information to the Peer Assistance and Review Panel (PAR) regarding teachers who receives " Does Not Meets Standards." The Par Panel will then make re-hire recommendations to the Board of Education on first year teachers.
- 3) Second year temporary teachers will be assigned a consulting teacher to assist and the principal will evaluate.

B. Temporary Teachers not Participating in PAR

- 1) All temporary teachers must have a preliminary evaluation completed prior to December 15.
- 2) Those temporary teachers whose preliminary evaluation indicates a "Does Not Meet Standards" shall receive assistance in January and provided a follow-up evaluation in February.
- 3) The primary evaluator shall notify the appropriate administrator, Division of Human Resources/Labor Relations, of those temporary teachers whose reevaluation in February indicates continuing deficiencies.
- 4) Temporary teachers continuing to "Not Meet Standards" will be notified by March 15 that they may not be reemployed for the next school year.
- 5) All temporary teachers receiving notice pursuant to subsection "D." above shall be reevaluated, and the final evaluation with recommendation shall be submitted to the Division of Human Resources/Labor Relations by April 15.
- 6) Dismissal of temporary teachers who receive "Does Not Meet Standards" shall be reviewed both as to process and substance by the Associate Superintendent, Division of Human Resources/Labor Relations, if the teacher requests such a review. In each case, the teacher is first required to discuss the "Does Not Meet Standards" with the primary evaluator. If the matter is not satisfactorily resolved, the temporary teacher may appeal and retain review by the Assistant Superintendent, Division of Human Resources/Labor Relations, whose decision shall be final and binding. The decision of the Assistant Superintendent is not reviewable under the contract grievance and arbitration procedures.
- 7) Temporary teachers assigned to a year-round school shall be evaluated on a timeline appropriately scheduled to provide time for the teacher to respond to the "Does Not Meet Standards" evaluation and for the District to adhere to datelines established by law or this contract.

3. By the end of the instructional year, the District will notify in writing all temporary teachers as to either one of the following conditions regarding their reemployment.
    - A. A definite commitment to reemploy the teacher for the subsequent school year.
    - B. A statement clearly delineating that the District cannot make a commitment for reemployment.
    - C. A statement issued to the California Unemployment Insurance Agency shall conform in text to the conditions delineated in "3.A." and "3.B." immediately above.###
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#### **ARTICLE 61 - TERM OF AGREEMENT**

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1. This Agreement shall remain in full force and effect from July 1, 2004 through June 30, 2007.
2. In the event a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are exhausted.
3. For the 2006-2007 school year, either party may reopen on Article 51 Salary (in accordance with Article 18, Section V paragraph (5) 2006-2007 Health & Welfare and Compensation), Class Size, and two (2) additional non-economic Articles to be chosen by each party.

Not later than one hundred (100) days prior to June 30, 2006, the parties shall exchange in writing their proposals for 2006-2007 reopener negotiations. The Board shall then schedule public meetings as appropriate and necessary to comply with the public notice ("sunshining") requirements set forth in Board Policy. Thereafter, the parties shall meet and negotiate over 2006-2007 contract reopeners as set forth herein.

4. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation.
5. All provisions of the previous FTA-FUSD Agreement not modified by the successor agreement negotiations during 2004-2005 shall remain in full force and effect beginning July 1, 2004 through June 30, 2007.

**Historical Reference:**

*[The parties' prior negotiated Agreement expired on June 30, 2002. A successor 2002-2005 Agreement was negotiated, but never published. As a result of 2004-2005 negotiations the parties agreed to a new, three year agreement, the term of which is set forth in paragraph 1 of this Article.]###*

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## ARTICLE 62 - TRANSFER AND ASSIGNMENT

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Intent Statement - This article provides for a change in work location, school, office or other district position by an employee without changing the employees classification of employment.

1. Definitions

A. Voluntary Transfers - Transfer initiated by Bargaining Unit Member(s).

- 1) Exchange - Transfers which shall occur when two or more bargaining unit members successfully consummate arrangements for an exchange of their respective positions of employment.
- 2) Professional Enrichment - Transfers for purposes of teachers experiencing assignments in different instructional programs and variety in school communities and are subject to the approval of the Division of Human Resources/Labor Relations.

B. Administrative Transfers - Transfer initiated by either the bargaining unit member or administration for the purpose of addressing an individual emergency or special circumstance.

- 3) Special Circumstances Transfer - A transfer which would be in the best interest of the employee and the District
- 4) Emergency Transfer - An unforeseeable, unanticipated circumstance requiring immediate action.

C. Involuntary Transfers - Transfers initiated by administration.

- 1) Ineffectiveness or Incompatibility - Transfers proposed by administration for reasons of the bargaining unit members' ineffectiveness or incompatibility in their assignments.
- 2) Program - Transfers necessary to staff schools or tracks within schools with persons appropriately skilled, credentialed and qualified for assignment changes arising out of program or schedule revisions of instructional curriculum or program reduction resulting from formal action of the Board of Education.
- 3) Ethnic Balance - Transfers to achieve ethnic balance of teaching staff in accordance with a court order or in accordance with corrective recommendations from State/Federal agencies having direct jurisdiction on the question.
- 4) Overage - Transfers carried out in order to bring about changes in sizes of staff because of enrollment changes.

2. Assignment and Transfer Policy

- A. Well-balanced school faculties are an important factor in developing an educational program; therefore, when staffing a school, the following factors of balance will be considered: depth of preparation and experience; men and women; tenure and non-tenure; ethnicity; bilingual abilities; years in a particular school; exceptional competence in a given teaching methodology; and other factors determined by the District which add or detract from the effectiveness of the total school program.
- B. The principle criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the District.
- C. This subsection will not be considered an independent procedure for effecting involuntary transfers, but the criteria will be considered in conjunction with the procedures set forth for any transfer.
- D. Nothing in this article shall be construed so as to prevent the District from moving specialized classes/programs to alternate school site facilities and transferring the specialized teachers of such classes/programs to the new facility. This paragraph shall not be utilized so as to arbitrarily and capriciously move such classes/programs in order to involuntarily transfer the teacher.
- E. Nurses, Speech and Hearing Teachers and/or other personnel having permanent assignments in more than one school may have their schools' cluster configurations altered or changed to fit the program and/or enrollment needs of the District.
- F. Classroom teachers returning from leave, except as provided in other sections of this article, may insure their return to the position they were in before going on leave by taking all the following actions:
  - 1) Taking a leave that is no more than one school year and returning to serve at the beginning of the next school year;
  - 2) Notifying their principal and the Division of Human Resources/Labor Relations of their intent to return to that position prior to going on leave;
  - 3) Notifying the principal and the Division of Human Resources/Labor Relations of their continuing intent to return to the specific position no later than February 1 of the year they are on leave. Such notification is the responsibility of the employee on leave and must be in writing.
  - 4) When a classroom teacher takes a leave of absence and expresses his/her desire to return to his/her current position at the end of that year of leave, the teaching vacancy thus created shall be filled by a temporary employee as provided in Education Code Section 44920.

3. Voluntary Transfers

A. Procedures

- 1) The District will post all permanent vacancies electronically on the district website on a weekly basis beginning on Monday and continuing until 4:00 p.m. on Friday.
- 2) A bargaining unit member who has attained permanent status and has stayed at least two years after a voluntary transfer may initiate a transfer from his/her current position by notifying the school of an interest to interview for a posted position. Notification by the teacher must be made by 4:00 p.m. on Friday of the posting week.
- 3) School personnel will schedule an interview with all candidates who meet conditions in (3.)(A.)(2) and who request an interview. If a candidate has been interviewed by the principal for another position within a two (2) month period, another interview need not be completed.
- 4) Permanent vacancies will be defined to be any position declared vacant by the District meeting the following conditions:
  - a) Position became vacant because employee holding the position leaves position due to resignation, death, retirement or assumes new position in District, because of enrollment growth, because of positions created by the establishment of tracks to accommodate year round schedule, or because positions created by opening of a new school; or
  - b) Position became vacant after consideration of any need to place employee due to other collective bargaining provisions or other administration action.
- 5) If more than one applicant is qualified in all respects for a position opening, the applicant who will meet the needs of the receiving school in terms of balance shall be selected.
- 6) The principal shall notify Division of Human Resources/Labor Relations of his/her recommendation for filling the vacancy immediately upon the conclusion of the interviewing process.
- 7) The selection of a bargaining unit member for a position shall not be binding upon the bargaining unit member. The bargaining unit member must, however, immediately inform Division of Human Resources/ Labor Relations or school principal of his/her acceptance or rejection of the appointment to the new position.
- 8) In the event that a bargaining unit member is notified of a transfer to a permanent vacancy, and subsequently the vacancy does not materialize because of enrollment shifts or similar factors not under the direct control of the Administration, the bargaining unit member may apply for a comparable vacancy or return to his/her original position, if available, or be reassigned. In this event, the expected two years of service before applying for another transfer would be waived.
- 9) If no requests for interview are received, the position may be filled by appropriate administrative action.

B. Exchange Transfers

- 1) The Board of Education desires that bargaining unit members avail themselves of growth opportunities and career planning by teaching on several grade levels and/or in different socioeconomic areas.
- 2) Bargaining unit members should contact Division of Human Resources/Labor Relations for the purpose of initiating exchange transfers. All exchange transfers are subject to approval by Division of Human Resources/Labor Relations.
- 3) Division of Human Resources/Labor Relations will keep a file of bargaining unit members interested in an exchange transfer and initiate an exchange as possible.

C. Professional Enrichment

- 1). Bargaining unit members desiring transfer for purposes of professional enrichment shall inform the Division of Human Resources/Labor Relations in writing no later than April 1.
- 2) The Division of Human Resources/Labor Relations will inform the bargaining unit member of anticipated openings in that teacher's area of qualification and for which the District has staffing needs.
- 3) To be eligible for the program, the bargaining unit member must agree in writing to volunteer for transfer with final placement to be effected at the complete discretion of the Division of Human Resources/Labor Relations.
- 4) Bargaining unit members must have completed two years experience in the District to be eligible for the professional enrichment transfer program.
- 5) After completion of one year in the new assignment, the bargaining unit member shall be awarded three (3) units of District Credits which may be used for advancement on the salary schedule with the limits identified in Article 51 - Salary, Advancement From One Class to Another, part (3)(G).
- 6) Teachers may reapply for subsequent professional enrichment transfers after completion of two years in their new assignment.

4. Administrative Transfers

A. Special Circumstances

- 1) A bargaining unit member or district representative, who believes there are special circumstances which would suggest a transfer would be in the best interest of the employee and the District, may petition the administration in Division of Human Resources/Labor Relations or FTA for special circumstances transfer consideration. If the other party concurs with the request, preferential consideration will be given to the placement of the employee.
- 2) Request for consideration for a transfer under this provision shall include evidence

of compelling special circumstances, such as documented health conditions, or personal differences with other site personnel, or philosophical differences with the type of school program, and which could reasonably be alleviated by moving to another site. These examples shall not be construed as being all-inclusive of "compelling special circumstances."

B. Emergency

- 1) Emergency transfer of a bargaining unit member(s) may be requested in writing by the bargaining unit member(s) or members of management in line authority over the teacher. Such requests shall specify actions/ circumstances/events that constitute the emergency, and copies of the request shall be transmitted immediately to all directly concerned parties.
- 2) Upon receiving a written request for an involuntary emergency transfer, the bargaining unit member(s) shall immediately be afforded one day of release time to obtain representation and seek review by the Superintendent, or designee. Such review shall occur at a time established by the Superintendent, but prior to any District action to approve the emergency transfer request.
- 3) If, upon review, it is determined that the transfer violated this Agreement, the employee shall be returned to the position from which the employee was removed by this provision.
- 4) Any grievance challenging action under this provision shall begin with Level III.

5. Involuntary Transfers

A. Ineffectiveness or Incompatibility

- 1) Bargaining unit members shall be immediately informed in writing of any administrative concerns regarding ineffectiveness or incompatibility at the time that known circumstances and/or events give rise to the concerns. Bargaining unit members shall also simultaneously be informed of any proposed procedures for resolving the stated concerns and provided opportunity for a future conference with the administrator communicating the concerns. The bargaining unit member shall also have the right to Association representation during such conferences.
- 2) If an administrative transfer is proposed, copies of a written request for transfer shall be submitted to the teacher and the appropriate person in the District's Division of Human Resources/Labor Relations by April 1 for transfers proposed for the beginning of the following school year.
- 3) Such written requests shall clearly indicate specific actions/circumstances/ events that are alleged to demonstrate ineffectiveness and/or incompatibility and contain an account of the procedures followed to ameliorate the circumstances giving rise to the proposed action to transfer.
- 4) The bargaining unit member shall have three (3) working days within which to

request review. Upon the bargaining unit member's request, the Associate Superintendent, Division of Human Resources/Labor Relations, or his/her designee, shall schedule a conference wherein the merits of the proposed transfer may be thoroughly considered. The bargaining unit member shall have the right to Association representation during such conference, and such conference shall occur not earlier than seven (7) nor later than fifteen (15) calendar days after the bargaining unit member(s) request.

- 5) Within five (5) days after the conference, the Associate Superintendent, Division of Human Resources/Labor Relations, shall submit his/her written disposition of the transfer request to the bargaining unit member(s). The bargaining unit member(s) shall then have the right to submit the merits of the proposed transfer to the Grievance Procedure contained within this contract beginning at Level III.
- 6) In reviewing charges of incompatibility and/or ineffectiveness, those responsible for conducting such review shall objectively and responsibly determine fault wherein ineffectiveness and/or incompatibility is primarily a result of an interpersonal strain between bargaining unit member(s) and the administrator seeking the bargaining unit member(s)' transfer. In those situations where the administrator seeking the transfer has not responsibly exercised fair judgment in the treatment of the bargaining unit member(s), the bargaining unit member(s) shall not be transferred for simple expediency.

B. Program

- 1) The Association shall be informed in advance of any Board consideration of instructional program revision or reduction that has potential for program transfer.
- 2) Assignment rights of bargaining unit member(s) going on leave (other than leave in accordance with Education Code, Section 14006, sick leave, health leave, parental leave, leave for accident or illness, or bereavement leave) contained within this contract may be suspended by the District only to the extent necessary to finalize staffing in accordance with legal credential and qualification requirements and only for the number of teachers necessary to implement Board action to revise or reduce the instructional program.
- 3) Contemplated program transfers that would result in a bargaining unit member's crossover between elementary and secondary assignments shall not be effected until all other avenues enabled by this contract have been exhausted.
- 4) Bargaining unit member(s) transferred because of program revisions of instructional curriculum shall be given adequate release time to move personal effects and familiarize themselves with their new assignment in the event such transfers are implemented during the school year.
- 5) Prior to transferring bargaining unit member(s) because of apparent qualification deficiencies for a Board-enacted revision of instructional curriculum, the District, when reasonably feasible, shall attempt to develop needed qualifications among existing staff. The teacher may elect to forego such qualification development and become transferred.

C. Ethnic Balance

- 1) Such transferring of bargaining unit member(s) shall occur only to the extent necessary to implement a court order or recommendation from State/Federal agencies and in accordance with the procedures specified in section 5(D) of this article.
- 2) Bargaining unit member(s) subject to such transfers shall be given adequate release time to move personal effects and familiarize themselves with their new assignment in the event such transfers occur during the school year.

D. Overage

- 1) Reductions in staff size (overage transfers) shall be accomplished by the transfer of personnel from departments in secondary schools and from grade level grouping (i.e., primary and intermediate) in elementary schools.
- 2) The principal will initially attempt to satisfy overage transfer requirements of the District by soliciting volunteers for such transfers.
- 3) Additional employees in the affected departments and/or grade levels shall be transferred, as necessary, in the reverse order of their employment in the District with the following exceptions:
  - a) If there should be sufficient overage transfers so that the balance of a total school staff would be significantly changed with respect to ethnicity, the construction of a list of teachers to be transferred would omit those teachers who are members of ethnic minorities needed to balance that staff.

Bargaining unit members with bilingual skills shall be omitted from consideration for overage transfers if:

- i. English Language Learner (ELL) students at the school require instructional services to be delivered by such teachers; and
- ii. Such transfers would cause the school to have an insufficient number of such teachers to enable the provision of instruction to ELL students in legally compliant instructional programs;

A teacher with bilingual skills is defined to mean a teacher who is assigned to a classroom which requires the teacher to possess, or be in training for, credentials, certificates, or supplementary authorizations issued by the CTC which authorize instruction to ELL students

- b) If within a particular subject-area department, implementation of the above criterion would result in the elimination of sections of an approved existing specialized course, because of no one else in the department being qualified to teach the particular course, then the construction of any list of bargaining unit member(s) to be transferred in reverse order of their employment in the District would omit those teachers needed to cover those sections.
- c) Any bargaining unit member who has been transferred for reasons of

overage shall complete two full school years, or its equivalent, before being subjected to another overage transfer unless such practice would result in violation of a) and b) of this subsection.

- d) Bargaining unit member(s) in assignments requiring a special credential shall be omitted from consideration for overage transfers.
- e) Bargaining unit member(s) with assignments in more than one school shall be omitted from consideration for overage transfers unless such omission results in the creation of additional split assignments.
- f) Part-time bargaining unit members, unless staffing needs in receiving schools can accommodate the equivalency percentage of the part-time bargaining unit member.
- g) In the event the sending school has more than one part-time bargaining unit member functioning together as one full-time equivalency in one department/grade level position, the seniority of that position shall be determined by using the District service of the most senior of the bargaining unit members involved.
- h) Bargaining unit members in grades 9 through 12 holding extra-pay contracts for the following activities shall be omitted from consideration for overage transfers:

- Boy/Girl Varsity Head Coaches
- Drama/Head
- Forensics/Head
- Pep Group Sponsor
- Student Activities/Director
- Yearbook Director

- i) Teachers having split assignments between departments, specialized programs, or grade level groupings shall be, for purposes of seniority ranking, considered members of the department or grade level that comprises a majority of their assignment. Unit members not having such a majority assignment shall be designated as members of the department in which they have had the longest unbroken period of service.
- j) The District shall omit teachers with majority assignments in the following programs from construction of a list of teachers to be transferred:
  - i) Gifted and Talented Education
  - ii) Continuation (excluding DeWolf)
  - iii) TALENT Programs such as that currently operating at Bullard TALENT K-8 School

- iv) Grades 7 and 8 Alternative Programs operating in conjunction with a traditional elementary school program
  
- k) When an overage transfer involving two or more teachers will result in a part-time assignment at two or more schools for each teacher because of the department seniority rule, if one of these teachers is qualified to fill the position in each affected department and thereby have a full-time assignment at the overage school, that teacher will receive such assignment and the other(s) placed in the overage pool. If two or more of the teachers can fill the assignment in two or more departments, the teacher with the highest District seniority will have first rights to such positions.
  
- l) Bargaining unit members having a majority assignment in physical education in grades 9 through 12 shall be subject to the following provisions:
  - i) Such teachers may be designated overage without regard to seniority protection if they refuse to accept and to perform at least two extra-pay contracts annually, if requested;
  
  - ii) Such personnel shall be afforded extra-pay contracts with due regard for the teachers level of experience and/or competency. The District shall exercise reasonable flexibility in assignments to such functions so as to accommodate the strengths, experience and/or competencies of bargaining unit members subject to this provision.
  
  - iii) Such personnel shall be subject to the conditions specified immediately above until they have performed extra-pay contracts for a total of twelve (12) school years at that school or have attained the age of 50, whichever occurs first.
  
- m) Bargaining unit members in grades 9 through 12 in departments other than P.E. who elect to teach at a certain school and are assigned to that school for the purpose of fulfilling an extra-pay contract assignment who refuse to accept or to perform such assignment, if requested for twelve (12) years or have attained age fifty (50) may be designated overage without regard to seniority protection.
  
- 4) Bargaining unit members who volunteer to be overaged shall be afforded preferential placement rights in accordance with the following provisions:
  - a) Bargaining unit members shall be afforded the ability to select from among known openings, for which they are credentialed and qualified, the week before such openings are advertised for other overage transferees.
  
  - b) In the event more than one such bargaining unit member(s) selects a given opening the District shall select the candidate for this position.
  
- 5) Persons who are notified that they will be subjected to involuntary transfers, for the purpose of reducing the size of a staff, shall concurrently be provided with notices of all known permanent vacancies, either existent or impending in the District. Notices

shall be issued at least twenty (20) calendar days prior to the end of the school year for overage known in spring, and within twenty (20) calendar days after the beginning of the school year for overage discovered in the fall. Should the District be unable to provide notices of vacancies within the twenty (20) calendar day timeline, FTA shall be notified no less than five (5) days prior to the 20 day timeline as to when the District will provide notices to overage personnel.

- 6) If there are multiple vacancies, notices of vacancies shall provide at least ten (10) working days, in which overage transfer bargaining unit member(s) may interview for the vacancies listed for the purpose of ascertaining the nature of the assignments particular to those vacancies. If the principal should be unavailable for an interview, the bargaining unit member may visit the school and talk with the principal's designee in order to fulfill the purpose of an interview.
  - a) In the event more than one such designee selects a given opening in accordance with paragraph (5) above, the District shall select the candidate for this position
- 7) All overage transfers shall be placed/assigned prior to posting of vacancies for voluntary transfers.

6. Reclamation Rights

- A. Teachers serving in 7-8 Grade Alternative Program Assignments (as designated in the Article "Hours", paragraph "3.A.") after serving one year shall have reclamation rights to their previous assignment, or be afforded preferential placement in identified vacancies in accordance with the following provisions:
  - 1) The District will make every effort to place such teachers in the school(s) of their choice, including informing principals of such school(s) of the District's obligation under these provisions.
  - 2) Such placement shall be subject to credentialing requirements, affirmative action needs and/or the specific program area specialization needs inherent in a particular vacancy.###

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**ARTICLE 63 - WAIVER PROCESS**

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It is the objective of the Association and the District to encourage initiative and innovation at the work site through site based decision making. To promote and achieve this objective the parties recognize that proposals may be generated which conflict with the Collective Bargaining Agreement. In the event of such conflict a waiver of the Collective Bargaining Agreement may be warranted.

The following waiver process is intended to provide the necessary flexibility for site based decision-making and at the same time protect the Collective Bargaining Agreement.

In the event of conflict with the Collective Bargaining Agreement, the Association and the District may agree to waive specific provision of the Collective Bargaining Agreement. Upon concurrence of the parties, contract waivers shall be incorporated into the Collective Bargaining Agreement for a specific period of time and for a specific work site.

Contract waivers shall be considered an addendum to the Collective Bargaining Agreement and any dispute as to a violation, interpretation or application will constitute a grievance within the meaning of Article 19 - Grievance Procedure of this Agreement.

Both parties understand and agree that the provisions of this Memorandum of Understanding, either severally or in total, do not create or otherwise establish, either directly or indirectly, any precedent whatsoever.

#### Waiver procedure

1. A waiver request of the contract is to be initiated by petition, signed by at least 25% of the Association members at the work site, including itinerant personnel (e.g. speech and hearing, special education, nurses, etc.) and submitted to the Association's president and the District's superintendent. The petition must clearly identify which contract provision(s) is/are petitioned for waiver.
2. Upon certification of the required 25% of the members' signatures, a secret ballot vote shall be conducted by the Association's Faculty Representative or an Association designee at the work site. The waiver request must receive the support of 75% of the votes cast by Association members assigned to the work site including itinerant personnel (e.g. speech and hearing, special education, nurses, etc.).
3. Both the petition circulation and balloting for a waiver request shall be conducted to assure that year round 'off track' teachers and others have a reasonable opportunity to sign a petition and/or cast a vote in the waiver election.
4. Upon certification of the required 75% support the waiver request shall be submitted in writing to the Association's president and the District's superintendent for each party's consideration.
5. The Association president will present the waiver request to the Executive Board for approval, and the superintendent will present the waiver request to the Board of Education for approval. Upon concurrence by the Association and the District, contract waivers shall become a provision of the Collective Bargaining Agreement and applicable at the specific work site for the specific period of the waiver.
6. A waiver may be renewed or rescinded by following the above procedure.###

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### **ARTICLE 64 - WORKING CONDITIONS**

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1. The Board of Education shall make available in each school adequate lunchroom, restroom and lavatory facilities for bargaining unit members' use.

2. Bargaining unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety which have been brought to the attention of the District.
3. The extent allowed by law:
  - A. A teacher will be informed in writing at the time a student is enrolled in his/her class, or as soon as the administrator knows, of the student's history of violent behavior or conduct which caused, or was a threat to cause, bodily injury to another person.
  - B. The site administration shall inform other unit members who, in the judgement of the administration, should also be aware of a particular student's history.
4. The District will investigate any reports of work place violence or harassment or threatened violence and reasonably pursue all avenues to provide a safe work place.
5. After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review evening activities in terms of time, place, and safety for all participants.###

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## ARTICLE 65 - YEAR ROUND SCHOOLS

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- I. Should the District add year round schools, unit members at the school so designated shall be provided an opportunity to transfer to a non-year round school. This opportunity shall become available at the time of the initial designation or at the completion of the first year round school year. A transfer in this instance shall be treated as an overage transfer with the following exceptions:
  - A. The unit member shall provide a list of preferred schools to which the unit member may be assigned.
  - B. If the unit member is assigned to a school not on such a list, the unit member shall have five working days to exercise the right of refusal to that assignment and to remain at the year round school.
2. Rotating unit members shall be provided: Duty-free time before and after instruction time, to the extent possible, for the week before the move, the week of the move and the week following the move.
3. District provided rolling cabinets, district provided file cabinets, and unit member provided boxes which may be stored at the school site will be moved for each bargaining unit member making a room or track change. The bargaining unit member is responsible for preparing and packing the containers.
4. Student testing and evaluation timelines shall conform to the traditional schedule as closely as possible and in so far as allowed by law and/or State Department Guidelines.
5. Effective the 2000-2001 school year a stipend of \$500 will be available to a teacher who volunteers at each grade level except kindergarten to become a roving teacher. This procedure would reduce the times other teachers would need to move during track changes during the year.

6. It is agreed that the institute day immediately preceding the start of a track session will not be used for any District assigned work or inservice. The primary purpose of these institute days will be to give teachers time for room preparation and organizing for the return of students the following day. Any necessary track meeting will be limited to a short portion of the day. Total annual minutes for Instructional Time shall remain as identified in Article 20 - hours, Kindergarten - 47,700, Grades 1-3= 50,400, and Grades 4-6 = 55,800.
7. The District agrees to make every attempt to avoid rotating assignments for unit members at the kindergarten level.
8. Bargaining unit members will be given first consideration for use in the roles of substitute and intersession teachers in the District.
9. The District, in conjunction with the Association, shall develop a plan with unit members who are "on break" for distribution of District, site, and track information. Site administration shall implement the plan.
10. Unit members shall be granted flexibility of exchanging instructional coverage of their classes with other unit members who "are on break". For the purposes of this Article, "on break" is defined as not currently assigned or actively teaching in a classroom. Initiation of the exchange and provision for payback must be completed, in writing at least one week before the exchange is to begin together with the acknowledgment(s) of the administrator(s). Any arrangements for payback must include completion of the exchange within one calendar year. If administrative approval is not granted, the justification for disapproval shall be made in writing and subject to review through the grievance procedure. This section applies to all unit members.
11. The following criteria shall be applied when making track assignments:
  - A. Whenever possible, a unit member shall be assigned to their track of choice.
  - B. If applicable, a unit member can choose a track which most closely corresponds to the schedule of their student children, or spouse if their children attend FUSD schools or if their spouse is employed by FUSD. If both of the above situations occur, the unit member shall exercise the option of track assignment.
  - C. Assignment to a track that will result in the least possible reassignment of grade level.
  - D. Bi-lingual needs of the track.
  - E. Minority, experience and gender considerations for balanced staffs to the degree possible.
12. If it becomes necessary to reassign a bargaining unit member to a different grade level because of elimination of classes or decreases in enrollment, the association member shall not be reassigned to

another grade level more than once every two years except where the unit members may be reassigned to the grade level taught during the prior two year period.

13. All unit members assigned to a year round school shall be assigned to a particular track, and for that school year, the unit member's schedule shall coincide with the assigned track schedule. If a deviation from this schedule is deemed necessary, no modification will be effected until discussion with and agreement by the unit member is completed.
14. The District shall make every effort to assign year round teachers, who notify the District of their intent to retire one year in advance, to TRACK C and/or traditional school year assignment, if requested by the teacher.
15. Year round unit members shall continue to be evaluated pursuant to Article 16 (Evaluations-Bargaining Unit Members) with appropriate modifications to the timelines to reflect the year round calendar.###



DEDUCTIONS TO PLACEMENT ON BASIC SCHEDULE: \$200 deduction for beginning nurses lacking the Audiometric Certificate.

TEACHER INTERNS: Teacher interns shall be appropriately placed on Schedule A. Notwithstanding this, some intern programs may require a payroll deduction as a condition of participation in the program.

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.







**REGULAR SUMMER SCHOOL AND INTERSESSION SALARY SCHEDULE**

Effective July 1, 2005

Teacher salaries are based on an hourly rate of \$25.72

Examples shown below are based on the number of student days plus two (2) days for faculty meetings, preparation and registration of students.

Elementary School Middle/High School

4hrs @ 27 days = \$2,778.24 4hrs @ 31 days = \$3,189.83

5hrs @ 31 days = \$3,987.28

**SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK**

Effective July 1, 2005

\$24.41 Per Hour

**ADDITIONAL SERVICE PAY SCHEDULE**  
**ELEMENTARY SCHOOL ACTIVITIES**

Teachers who accept assignment by the principal to be responsible for any of the activities listed below will receive \$7.08 per hour effective July 1, 2005. The number of hours of work required for a specific activity must be mutually agreed upon by the teacher and principal. Lacking such agreement, the teacher has the right to refuse the assignment.

**ACTIVITY SCHEDULE**

- |                         |                                              |
|-------------------------|----------------------------------------------|
| 1. Student Council      | 9. Field Day                                 |
| 2. Math Competition     | 10. Science Fair                             |
| 3. Spelling Competition | 11. Program Performance Coordinators (2)     |
| 4. Peach Blossom        | (maximum of three performances per contract) |
| 5. Pep and Cheer        | 12. Special School Project*                  |
| 6. Dance Groups         | 13. Special School Project**                 |
| 7. Major Fund Raiser    | (multi-track programs)                       |
| 8. Talent Show          | 14. Noontime/Activities Coordinator          |
|                         | (12-week assignment/two per period)          |

\* Limit three per school, per year, for unique activity needs of a given school.

\*\* Limit four per school, (multi-track year round program) per year, for unique activity needs of a given school.

**Qualifications** - Certificated teacher on staff

**Knowledge and Abilities**

1. Ability to organize and implement assigned activity
2. Knowledge of public relation's techniques and strategies
3. Ability to work successfully with staff, parents and students

**Duties and Responsibilities:**

Perform duties appropriate to a given school's needs as assigned by the principal, such as:

1. Organize and monitor assigned activity
2. Recruit and train students in assigned activity
3. Coordinate activity with staff, students and community
4. Implement assigned activity

Responsible to: Principal

Evaluated by: Principal

**GENERAL CONDITIONS**

1. No employee may hold identical contracts at any one time.
2. Contracts cannot be shared by two or more individuals.
3. The principal shall first seek volunteers for these assignments from the on-site members of the bargaining unit.
4. For the first year of implementation, the right of first refusal shall be given to that bargaining unit member who had directed that activity in the previous year and who in the judgment of the site principal, performed in a satisfactory manner. In the absence of such satisfactory judgment, the principal shall be free to select from other volunteers, bargaining unit members or other qualified person.

**ELEMENTARY ATHLETIC ACTIVITIES**

Teacher will be paid \$272.70 (30 hours @ \$9.09) for each of the following activities:

Basketball-G	Softball-B
Basketball-B	Softball-G
Cross Country-B&G	Track-B
(Two teams: one coach)	Track-G
Flag Football-B&G	Volleyball-G
	Wrestling-B&G

**ELEMENTARY OUTDOOR EDUCATION CAMP**

\$45 per night, per bargaining unit member -- limit one contract per class. This provision is limited to Elementary Outdoor Education Camp ONLY.

**TRAFFIC PATROL SUPERVISION**

- Program I 1-1/2 to 2 hours per week (\$644)
- Program II 2 to 2-1/2 hours per week (\$771)
- Program III 2-1/2 to 3 hours per week (\$900)

















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## FRESNO UNIFIED SCHOOL DISTRICT

Basic Salary Schedule, Effective January 1, 2006  
Schedule A - Teachers, Librarians, & Nurses 185\* Duty Days

### PLACEMENT ON THE SALARY SCHEDULE

Full credit will be given for verified K-12 teaching service.

LEVEL	CLASS I (A01) BA+30	CLASS II (A02) BA+45	CLASS III (A03) BA+60	CLASS IV (A04) BA+75
<b>Non-Credentialed Teachers</b>				
0	\$35,397.93	\$37,521.81	\$39,645.69	\$41,769.55

Fully-Credentialed Teachers				
1	\$37,521.81	\$39,645.69	\$41,769.55	\$43,893.43
2	\$39,645.69	\$41,769.55	\$43,893.43	\$46,017.31
3	\$41,769.55	\$43,893.43	\$46,017.31	\$48,141.19
4	\$43,893.43	\$46,017.31	\$48,141.19	\$50,265.07
5	\$46,017.31	\$48,141.19	\$50,265.07	\$52,388.93
6	\$48,141.19	\$50,265.07	\$52,388.93	\$54,512.81
7	\$50,265.07	\$52,388.93	\$54,512.81	\$56,636.69
8		\$54,512.81	\$56,636.69	\$58,760.57
9			\$58,760.57	\$60,884.45
10				\$63,008.31

Due to the compression of the 1999-2000 salary schedule, teachers with 6 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 7 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 7 yrs experience from another district, you will begin at level 7.

Career Increment: Career increment of 1.6% 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 (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	CAREER INCREMENT	SALARY
11	1.6%	\$1,008.13	\$64,016.44
12	3.2%	\$2,016.27	\$65,024.58
13	4.8%	\$3,024.40	\$66,032.71
14	6.4%	\$4,032.53	\$67,040.84
15	8.0%	\$5,040.66	\$68,048.98

#### 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 I 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 I, Step 1 only if they were hired prior to 1969-70.

\* 183 Days for Year-Round Teachers