

COLLECTIVE BARGAINING **A G R E E M E N T**



**Fresno Unified
School District**

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Effective: July 1, 2016 to June 30, 2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRESNO UNIFIED SCHOOL DISTRICT

AND

FRESNO TEACHERS ASSOCIATION/CTA/NEA

July 1, 2016 - June 30, 2019



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

RATIFIED BY
BOARD OF EDUCATION
February 7, 2018



Elizabeth Jonasson Rosas, President
Board of Education

RATIFIED BY
FRESNO TEACHERS ASSOCIATION
February 5, 2018



Tish Rice, President
Fresno Teachers Association

FRESNO TEACHERS ASSOCIATION
NEGOTIATING TEAM MEMBERS

- Louis Jamerson..... Executive Director
Fresno Teachers Association
- Jon Bath..... Chair
Sunnyside High School
- Troy Barnett Team Member
Terronez Middle School
- Manuel Bonilla Team Member
McLane High School
- Tamra Carlson Team Member
Bakman Elementary School
- Cynda Caskey..... Team Member
Figarden Elementary School
- Rhonda Garner..... Team Member
Lawless Elementary School
- Scott Holm..... Team Member
Noresman Elementary School
- Tommie Martinez..... Team Member
Adult Education
- Mary Ramirez..... Team Member
Bakman Elementary school
- Kerry McNeal Roberts..... Team Member
Bullard High School
- Nadine Ruiz..... Team Member
Homan Elementary School
- Deborah Schmidt..... Team Member
Adult Education
- Tamara Smith..... Team Member
Fort Miller Middle School
- Xena Wickliffe..... Team Member
Special Education

FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Elizabeth Jonasson Rosas President

Valerie Davis Clerk

Brooke Ashjian Member

Claudia Cazares Member

Christopher De La Cerda Member

Lindsay Cal Johnson Member

Carol Mills J.D. Member

SUPERINTENDENT OF SCHOOLS

Robert G. Nelson

FRESNO UNIFIED SCHOOL DISTRICT
NEGOTIATING TEAM MEMBERS

Peter A. Schaffert..... Attorney
Atkinson, Andelson, Loya, Ruud & Romo

Paul Idsvoog Chief
Human Resources/Labor Relations

Kim Collins Principal
Norseman Elementary School

Kim Mecum Chief Academic Officer
School Support Services

Ruth F. Quinto..... Deputy Superintendent
Administrative Services

Bryan WellsPrincipal
Roosevelt High School

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ARTICLE 1 - ADULT EDUCATION

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:
 - 2.1 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.
 - 2.2 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:
 - 6.1 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).
 - 6.2 Probationary

Teachers who meet the above criteria for permanency but have not yet satisfied the length of service are probationary.
 - 6.3 Temporary
 - 6.3.1 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.
 - 6.3.2 Teachers who work in categorically funded programs are temporary regardless of length of service.
7. Work Year

- 7.1 Effective July 1, 2018, decrease the Adult Education Teacher duty days to 190 days, with no impact to salary.
 - 7.2 The work year will consist of 190 days for teachers in open entry/open exit programs (including but not limited to the ABE, ESL, GED programs).
 - 7.3 Based on program need, the District may designate a work year different than 190 days for teachers on special assignment, non-open entry/open exit programs, or resource positions.
 - 7.4 Effective June 30, 2019 decrease the Adult Education Teacher duty days to 185 days, with no impact to salary.
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:
- 9.1 Being on duty at instructional site before and after the instructional assignment
 - 9.2 Instructional planning, preparing lesson plans, preparing and selecting instructional materials
 - 9.3 Reviewing and evaluating the work of students
 - 9.4 Communicating and conferring with students, staff, and administrators
 - 9.5 Maintaining appropriate records
 - 9.6 Participating in professional activities
 - 9.7 Professional growth and otherwise keeping current with developments within their areas or subjects of assignment
 - 9.8 Assuming reasonable responsibility for the proper use and control of District property, equipment, material, and supplies
 - 9.9 Attending faculty, departmental or staff development meetings called or approved by the site administration during regular school days shall not exceed four (4) hours per month.
10. Teaching Hours
- 10.1 Full-time teachers: The Work Day for full-time classroom teachers shall be as follows:
 - 10.1.1 The Work Day shall be 420 minutes.
 - 10.1.2 Instructional time shall be 330 minutes per day (55 minutes of instruction for each clock hour).
 - 10.1.3 Preparation time including breaks shall be 60 minutes per day.
 - 10.1.4 The Work Day includes a 30 minute duty free lunch.
 - 10.2 Part-time teachers: The Work Day for part-time teachers shall be as follows:
 - 10.2.1 Instructional time shall be 55 minutes for each hour of pay.

10.2.2 Preparation time including breaks shall be 10 minutes for each 55 minutes of instruction.

10.3 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.

ARTICLE 2 - AGREEMENT

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").

ARTICLE 3 - ASSOCIATION RIGHTS

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:
 - 3.1 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.
 - 3.2 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.
 - 3.3 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.

ARTICLE 4 - EARLY CHILDHOOD TEACHERS AND WORKING CONDITIONS

1. Definitions
 - 1.1 Early Childhood teachers shall refer to teachers filling a CTC Permit Matrix teaching position in an Early Childhood setting serving Birth to Pre-Kindergarten children and/or children enrolled in a childcare setting.
2. Early Childhood Teachers Work Day
 - 2.1 The work day for all full-time Early Childhood Teachers shall be eight (8) hours.
 - 2.2 Early Childhood Teachers working in a Child Development setting shall receive a thirty (30) minute duty-free lunch within their work day.
 - 2.2.1 Early Childhood Teachers shall serve their duty days in no more than two segments of continuous service.
 - 2.3 Pre-Kindergarten teachers who teach two class sessions shall have a 30 minute duty free lunch period between class sessions. This period shall be outside the four (4) hour time block required for each class section. Pre-Kindergarten teachers shall be able to submit up to three (3) hours per class per month for extra duty hours in accordance with existing requirements.

3. Early Childhood Teachers Work Year

- 3.1 Pre-Kindergarten teachers work year shall be 183 days. (175 days will be student contact days, 2 days shall be parent orientation days and 6 days shall be for professional development.)
- 3.2 PACE teachers shall work 183 days. (180 days shall be student contact days and 3 days shall be for professional development.)
- 3.3 Child Development Center Teachers work year shall be 261 days.

4. Transfer and Assignment

- 4.1 Early Childhood 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.
- 4.2 After the District has met its needs in transfer of permanent teachers, in accordance with the teacher transfer article in this Agreement, Early-Childhood Teachers shall be given preference for other permanent openings, if determined qualified by the District and well recommended.
- 4.3 Such teachers will be afforded previous service experience as a credentialed teacher, up to a limit of five (5) years.
- 4.4 Prior to hiring new Early Childhood Teachers 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, if determined qualified by the District and well recommended. Eligibility for fringe benefits coverage will be in accordance with the fringe benefits article of this agreement.

5. Vacation, Holidays and Sick Leave

5.1 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.

	<i>Allowance in Working Days for 10-Month & 12-Month Employees</i>	
Period of Employment	10 Months	12 Months
* 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.		
Period of Employment	10 Months	12-Months
3 months prior to July 1	2	2.5
4 months prior to July 1	3	3.5
5 months prior to July 1	4	4
6 months prior to July 1	4.5	5

7 months prior to July 1	5.5	6
8 months prior to July 1	6	7
9 months prior to July 1	7	7.5
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	12.5	15
11 to 15 Years	15	18
16 or More Years	16.5	20

- 5.2 For longevity vacation allowance purposes, a year shall be construed as seventy-five percent (75%) or more of the normal work year.
- 5.3 CDC teachers' work year shall be reduced ten (10) days below the maximum number of days required during, 1977-78 school year (261). 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 require shall be credited with a percentage of ten (10) days achieved by computing the percentage of their individually required days to the maximum days required.
- 5.4 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.
- 5.5 Vacation Not Cumulative: Earned vacation may be taken at any time that is recommended by the Center Supervisors of the Child Development Centers and approved by the manager of the Child Development 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.

6. Holidays

- 6.1 The following holidays will be observed as legal or District holidays for Child Development Center Teachers:
 - 6.1.1 Independence Day
 - 6.1.2 Labor Day
 - 6.1.3 Veterans Day
 - 6.1.4 Thanksgiving Day and the following day
 - 6.1.5 Winter Break (December 24 and December 25)
 - 6.1.6 New Year's Day

- 6.1.7 Martin Luther King's Birthday
- 6.1.8 Lincoln's Birthday
- 6.1.9 Washington's Birthday
- 6.1.10 Spring Break Friday
- 6.1.11 Memorial Day
- 6.2 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.
- 7. Sick Leave
 - 7.1 Prekindergarten teachers and PACE teachers shall receive ten (10) days of sick leave each year to be given on the first day of service for that year.
 - 7.2 CDC Teachers shall receive one (1) day of sick leave each month.
- 8. Class Size
 - 8.1 All early childhood classrooms shall maintain a class size equivalent to or less than the guidelines outlined by the California Department of Education.
- 9. Additional Compensation
 - 9.1 Lead and Pace Lead Teachers shall receive an additional \$1.00 per hour.
 - 9.2 Center Supervisors will receive an additional \$4.00 per hour.
- 10. Each early learning classroom shall receive an additional \$500 per year for classroom materials and supplies.

NOTE: The caption on the Preschool Teacher Salary Schedules at page 115 of the District/FTA agreement shall be changed from "Pre-School Teachers" to "Pre-Kindergarten Teachers."

ARTICLE 5 - CLASS SIZE

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

- 1. Staffing Ratios:
 - 1.1 Effective July 1, 2018, Staffing ratios shall be based upon the following teacher-pupil ratio
 - 1.1.1 TK-3 1:24
 - 1.1.2 Grades 4-6 1:29
 - 1.1.3 Grades 7-8 1:29 (including foreign language courses)
 - 1.1.4 Grades 9-12 1:29 (including foreign language)

- 1.1.5 Section 1.1.1 above is subject to continued funding of the Grade Span Adjustment/Class Size Reduction program by the State of California and implementation procedures and timelines specified in Education Code section 42238.02. This ratio may be modified as permitted by changes in legislation or by written mutual agreement between the District and Association.
- 1.2 Staffing ratios in 1.1 above shall be established as follows:
- 1.3 The numerical expression of teachers in the ratios shall be computed as full-time equivalencies (FTE's).
 - 1.3.1 Only the FTE's of all general education classroom teachers shall be included in the computation of ratios
 - 1.3.1.1 Unit members whose assignment consists partially of classroom teaching shall be included in the above staffing ratios to the extent of the percentage of their assignment devoted to instruction of students.
 - 1.3.2 Nurses, librarians, resource teachers, work experience supervisors, teachers on special assignment, special education teachers, or any personnel whose assignment consists of other than instruction of students shall not be included in the computation of ratios.
 - 1.3.3 Neither Adult School nor Summer School teachers/students shall be included in the class size computation, nor be covered by the provisions of this Article.
- 2. General Education Individual Class Size Guidelines:
 - 2.1 The District shall make reasonable effort to maintain individual class sizes at or below the following guidelines based on factors, including, but not limited to, financial constraints, student allocation, class scheduling, instructional and student needs.
 - 2.1.1 Grades 4-6 34
 - 2.1.2 Grades 7-12: 37
 - 2.1.2.1 The individual class size guidelines in 2.1.2 above shall not apply to
 Vocal/Instrumental Music, Drama, P.E., and other classes in which maximum participation is encouraged.
 - 2.1.3 The individual class guidelines in sections 2.1.1 and 2.1.2 above shall apply after the first thirty (30) instructional days have elapsed for Grades 4-6, and by the first reporting period for the core curriculum classes (Math, English, Science, Social Studies, and Foreign Language) for Grades 7-12.
 - 2.1.3.1 Within five (5) working days of receiving a written request by affected teacher(s), the Site Administration shall provide a written explanation regarding any classes that exceed the individual class size guidelines as described in sections 2.1.1 and 2.1.2 above.
 - 2.1.3.2 In grades 4-6, all classes having thirty-three (33) students or over shall be assigned a minimum of a three and one-half (3-1/2) hour aide. Unless it is mutually agreed upon between the teacher(s) and site administration to allocate the resource differently that best meets the needs of the students.

The District cutoff date for determining classes with thirty-three (33) or more students will be the end of the 1st and 3rd reporting periods.

2.1.3.3 The District may seek to mitigate class sizes for teachers assigned to Kindergarten classes and for teachers assigned to grades 7-12 core curriculum classes. Such mitigation may include, but not limited to, student reallocation and/or classified instructional aides.

2.2 Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that all of the above proposed class size reductions shall terminate if for any reason there exists an inability for full funding through LCFF or successor legislation.

3. Class Size Variance

3.1 Nothing in this Article shall prohibit directly involving teachers within a department, grade level grouping, or school from effecting mutual agreement with appropriate Site Administration to varying staffing ratios or individual class size guidelines to afford more flexibility in the instructional program. This provision shall not be construed to constitute license for such agreed upon variance to affect the staffing ratio/maximum class size guidelines of other teachers not directly involved with this variance.

4. Combination Classes

4.1 Effective, July 1, 2018, eliminate combination classes at elementary schools where sufficient permanent classrooms are available.

4.2 Effective, June 30, 2019, eliminate combination classes at elementary schools where additional portable classrooms would be necessary to provide sufficient classrooms. If it is not feasible to add the portable classrooms at all elementary schools where permanent classrooms are not available for the 2019-2020 school year, the parties shall meet to discuss portable placement solutions.

4.3 The District shall make reasonable effort to minimize the establishment of combination classes, particularly in combination classes in underperforming schools, and the combination classes that comprise two (2) or more curriculum grade levels.

4.4 The District shall eliminate 5-6 combination classes unless an unusual circumstance occurs.

4.5 The District shall make reasonable effort not to involuntarily assign a teacher to a combination class for more than two (2) consecutive school years.

4.6 The final decision to establish a combination class shall be made by the Site Administration based on instructional needs, changes in student population, limitations due to facilities and other criteria deemed appropriate by the District

4.7 The Site Administration, at its discretion, may elect to mitigate the impact of teachers assigned to combination classes by utilizing the services of classified Instructional Aides.

5. Class Size Report

5.1 The District will provide FTA a Class Size Report twice a year upon request.

ARTICLE 6 - CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

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. 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.
 - 7.1 The committee chairperson shall be elected by the committee.
 - 7.2 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.
 - 7.3 The committee membership shall be determined no later than April 1 of any year. Representatives shall serve for a 1-year minimum term.
 - 7.4 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.
 - 7.5 Release time shall be provided for teacher representatives to perform committee work.
 - 7.6 The Grants Committee is responsible for the following:
 - 7.6.1 Establishing procedures for the evaluation of grant proposals;
 - 7.6.2 Reviewing and considering all proposals;
 - 7.6.3 Making recommendations to the District's governing board;

7.6.4 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.

ARTICLE 7 - COMPENSATORY TIME

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 (equivalent to $\frac{1}{5}$ of the substitute daily rate of pay per period being compensated) or a teacher may elect to carry over twenty (20) periods for use in the next semester.

ARTICLE 8 - COMPLETION OF NEGOTIATIONS

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.

ARTICLE 9 - COMPUTATION FOR TENURE

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.

ARTICLE 10 - CONCERTED ACTIVITIES

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, slow down 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.

ARTICLE 11 - DESIGNATION OF DEPARTMENT CHAIRPERSONS

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.

ARTICLE 12 - DISTRICT COMMUNICATIONS

1. 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.

ARTICLE 13 - DISTRICT RIGHTS

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.

ARTICLE 14 - DUTY YEAR

1. For the 2010-2011 and 2011-2012 school years: The duty year shall consist of 180 teaching days and two (2) Institute "I" days for a total of 182 Work Days. The purposes for which Institute days may be utilized shall be consistent with past practice.

Upon completion of the 2011-2012 school year, the duty year shall automatically revert to 185 days pursuant to the configuration set forth in the 2007-2010 negotiated agreement, unless agreed to otherwise by the parties in a new negotiated agreement.

ARTICLE 15 - EARLY RETIREMENT

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:
 - 2.1 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.
 - 2.2 Bargaining unit members entering the plans are to be afforded a specific duties description and a specified amount of duty time refined into calendared dates and hours.
 - 2.3 Bargaining unit members entering the plans shall be guaranteed five (5) years part-time employment.
 - 2.4 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
 - 3.1 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.
 - 3.2 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.

3.3 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.

3.4 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

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

ARTICLE 16 - EVALUATION AND PROFESSIONAL STANDARDS

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. The parties shall use the California Standards for the Teaching Profession (CSTP); and the jointly developed Continuum of Standards for the Teaching Profession, which includes the CSTP Indicators (CSTP Continuum), 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 student growth. 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 evaluation plan with established performance goals and objectives for advancement of professional practices and the completion of the evaluation instrument.

- 1.1 Probationary and temporary unit members shall be evaluated annually. Permanent and temporary unit members with more than three years' full-time service shall be evaluated at least every two years. This section shall not be construed to be in conflict with any subsequent sections of this Article.
- 1.2 Permanent unit members 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 up to every five years, provided the unit member and his/her evaluator consent. At any time, the unit member or the evaluator may withdraw consent to this extended cycle.
 - 1.2.1 A decision to grant this extended cycle shall be made on an individualized basis by the deciding administrator.
 - 1.2.2 Upon request, the administrator shall provide written reasons to a unit member who was denied placement on the extended cycle.
 - 1.2.3 The judgment of the evaluator to place a unit member on the extended cycle is not grievable, except for an allegation that the decision was not determined on an individualized basis.

2. Evaluation Ratings:

- 2.1 Unit members shall receive an overall rating of "Demonstrates Expertise," "Meets Standards," "Growth Expected," or "Not Meeting Standards" in each of the six standards of the CSTP. It is the intent of the parties to encourage unit members to advance their teaching practice on a continual basis against the standards in the CSTP. This shall be pursued by using the CSTP Continuum, and by unit members developing their own individual evaluation plans that identify goals and objectives for the improvement of professional practice and student learning to be used during the course of the evaluation process. Unit members are encouraged to conduct a self-assessment to assist in identifying goals and objectives for improving their professional practice and student learning.
- 2.2 The judgments reached by the evaluator are not subject to the grievance procedure. Judgments concerning the professional practice of the unit member shall be reasonably related to multiple sources of information consistent with the standards in the CSTP and the CSTP Continuum.

3. Criteria for Evaluation:

- 3.1 The criteria for evaluation shall be based on the Education Code, Sections 44660-44665 (Stull Act), the CSTP and the CSTP Continuum.
- 3.2 Consistent with 3.1 above, the criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice, student learning, and professional contributions to determine the level of teacher effectiveness in measuring progress of students towards established standards of expected student achievement, such as student results on pre-tests, end-of-course tests, multiple formative and District wide benchmark assessments, objective performance-based assessments; student learning objectives; student performance on English language proficiency assessments.

- 3.3 Assessment shall be based on reflection, observation, documentation, and conference in relation to measuring the effectiveness of professional practice and growth in student learning.
- 3.4 No unit member shall be held accountable for any deficiencies in the educational program over which he/she has no authority to correct.

4. Evaluation Plan Procedures and Timelines:

- 4.1 Before the close of the first three (3) weeks of the school work year, unit members to be evaluated shall be notified and be informed of his/her assigned evaluator and the name of any designee(s). The evaluatee shall be provided with the CSTP and the CSTP Continuum.
- 4.2 By the end of the sixth (6th) week of the school work year, each evaluatee shall be responsible for preparing a written Evaluation Plan containing specific performance goals and objectives and identifying standards to be achieved for improving professional practice and optimizing student academic growth.
 - 4.2.1 The evaluatee shall present the Evaluation Plan to his/her evaluator in a preliminary evaluation conference. The evaluator may propose and/or require additional goals, objectives and standards for each evaluatee in accordance with the evaluatee's position and assignment.
 - 4.2.2 The written Evaluation Plan, containing all performance goals, objectives and standards shall be finalized and signed by the evaluatee and the evaluator. Both the evaluator and evaluatee shall keep a copy of the final Evaluation Plan.
 - 4.2.3 The Evaluation Plan, as developed by the evaluatee shall be congruent to the CSTP and the CSTP Continuum. Mitigating factors should also be considered in this process.
 - 4.2.4 The Evaluation Plan shall include identification of at least one standard of the CSTP; at least one of the evaluatee's goals and objectives for the purpose of professional growth; and the evaluatee's goals and objectives for the progress of students towards established standards of expected student achievement based on the Criteria for Evaluation in 3.0 above. (NOTE: This is distinct from the purpose of the evaluation form, which focuses on all six standards.)
 - 4.2.5 The Evaluation Plan may be revised during the course of the year by the evaluator in consultation with the evaluatee.

5. Classroom Observation Procedures and Timelines:

- 5.1 An observation shall include one or more of the following components: District goals and objectives; individual school/department goals and objectives; and/or individual employee goals and objectives; and shall be based on performance assessment criteria, including, but not limited to, multi-faceted evidence of teaching practices, student learning and teacher effectiveness with respect to measuring and optimizing the progress of students towards established standards of expected pupil achievement.
- 5.2 An observation shall include information from at least one full teacher lesson presentation and shall be followed by a conference within five (5) school days of the observation during which the evaluator and the unit member shall review the Lesson Observation Form and the evaluator's assessment of evaluatee's performance, as well as the evaluatee's progress in achieving the goals, objectives and standards identified in the evaluatee's Evaluation Plan.

- 5.3 At least one (1) observation shall occur prior to the end of each November.
 - 5.3.1 No observation shall occur within 15 work days of any prior observation, unless there is an instructionally related reason.
- 5.4 The unit member's evaluator shall make constructive suggestions for correction of any cited areas rated as "not meeting standards," and provide reasonable assistance and support as determined appropriate by the evaluator. Such assistance and support may include one or more of the following:
 - 5.4.1 Joint development of an improvement plan with objective criteria to measure progress towards stated goals and timelines for achieving these goals.
 - 5.4.2 Release time to observe best practices and/or attending professional development aligned to the CSTP elements in which improvement is needed.
 - 5.4.3 Release time for peer coaching related to the CSTP elements in which improvement is needed.
 - 5.4.4 An additional classroom observation by another observer selected by mutual agreement of the evaluator and the unit member to provide feedback and suggestions for improvement. The observation shall include information from at least one full teacher lesson presentation and shall be followed by a conference of the observation during which the observer, evaluator and unit member shall review the lesson observation.
- 5.5 If the evaluator determines that the cited areas which do not meet standards have reached proficient levels of practice, this will be noted in the employee's subsequent observation.
- 5.6 A panel shall be established by the District and the Association to monitor and review the overall effectiveness of the assistance and support options identified in section 5.4 above. To ensure confidentiality, the panel shall conduct its review on a system-wide basis and without reference to any individual unit member's performance.
- 5.7 The finalized formal observation form and any attachments shall be signed by the unit member and primary evaluator, with copies provided to the unit member.
- 5.8 At least 4 formal observations shall take place prior to a "Does Not Meet Standards" rating in any area of the 6 CSTP's on the summative evaluation.

6. Formative and Summative Evaluation Procedures and Timelines

- 6.1 A formative Evaluation shall be completed prior to the end of the first semester, If the formative evaluation rating for a permanent unit member indicates that said member is "not meeting standards," he/she shall choose one of the following options:
 - 6.1.1 Continue through the evaluation process with no intervention or structured assistance; or
 - 6.1.2 Request structured administrative intervention and support which shall include identification of the specific professional practices and/or growth in student learning that do not meet standards, the specific support the administration will offer to the teacher towards achieving a proficient level of practice, and/or growth in student learning and the timeline for the teacher to accomplish the improvement; and/or

- 6.1.3 Request referral for peer support and assistance designed to improve professional practices and achieve proficiency.
 - 6.2 The summative evaluation shall be submitted at least thirty (30) calendar days prior to the end of the unit member's school year. Prior to the end of the unit member's school year, a meeting shall be scheduled by the evaluator with the unit member to discuss the evaluation, unless the unit member is unable to attend due to a leave of absence.
 - 6.3 Whenever a permanent unit member receives a rating on his/her summative evaluation of "not meeting" or "growth expected" in any of the six (6) CSTP's because of deficits in his/her professional practices and/or in the extent of growth in student learning, the District shall provide the unit member with a Teacher Development Plan to support and assist the unit member during the ensuing school year in improving his/her performance. The Teacher Development Plan shall include goals for improving professional practices and student learning, together with objective criteria to measure progress towards stated performance and student learning goals.
 - 6.4 The evaluator and the unit member shall sign the summative evaluation, and a copy shall be given to the unit member. The unit member's signature merely signifies acknowledgement of receipt. If the unit member refuses to sign the evaluation, it will be so noted by the evaluator on the form, along with the date on which the document was provided to the unit member.
7. The District and the Association, as needed, shall jointly develop evaluation forms which conform to the provisions of this article.
 8. The evaluation procedures delineated in this Article do not apply to Nurses, Speech/Language Pathologists, and Librarians.

Side Letter of Agreement:

The District agrees to enter into a Side Letter of Agreement with the Association for the purpose of establishing:

1. A joint committee tasked with the development of evaluation forms and support procedures for Nurses, Speech/Language Pathologists, and Librarians. The joint committee's recommendations for evaluation forms and support procedures will be submitted to the District and the Association within 90 work days of the initial meeting of the joint committee, unless the timelines for submission are extended by mutual agreement of the joint committee.
2. A Continuum of Practice Committee comprised of equal members from both the District and the Association will review the CSTP Continuum and make recommendations consistent with 2.1 and 2.2 below that will be presented to the Professional Learning and Curriculum and Instruction Departments for agreement prior to implementation. The CSTP Indicators and Self-Assessment as agreed to by the District and Association in negotiating their 2013-2016 Collective Bargaining Agreement shall remain intact without any revisions or modifications.
 - 2.1 The Committee will review the CSTP Continuum, update the elements in order to assure alignment with the CCSS and develop strategies for engaging in conversations concerning student criterion reference test results.
 - 2.2 The Committee will develop a library of evidence/documentation to demonstrate mastery of the CSTP Continuum.

ARTICLE 17 - EXTREME EMERGENCY PROCEDURES

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:
 - 4.1 Designate, by name, the personnel in line of authority for the school to implement corrective measures.
 - 4.2 Designate, by name, bargaining unit members to handle emergency health and welfare.
 - 4.3 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.
 - 4.4 Designate, by name, person or persons to lock up the gates and/or the buildings should it be necessary to close the school.
 - 4.5 Designate a telephone team to maintain phone communications with the District office and a team for internal communications.
 - 4.6 Identify an area where unassigned bargaining unit members would assemble for instruction if the school is closed.
 - 4.7 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:
 - 5.1 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.
 - 5.2 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.

ARTICLE 18 - FRINGE BENEFITS

1. General Provisions:

- 1.1 The District shall provide District paid coverage (less the applicable employee contribution) for bargaining unit members and eligible dependents as specified within this Article and in the FUSD Employee Health Care Plan Document.
- 1.2 The District's Employee Health Care Plan Document shall be considered a part of this article.
 - 1.2.1 Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 2005, shall be subject to the authority of the Joint Health Management Board (JHMB).
- 1.3 The District shall provide District paid life insurance coverage for bargaining unit members.
 - 1.3.1 The amounts of District furnished life insurance for employees will remain as specified in the Standard Insurance Co. Policy contract effective April 1, 1986. Supplemental units of insurance and dependent coverage are available at the bargaining unit member's expense.
- 1.4 A bargaining unit member must be employed 50% or more to be eligible for FUSD's Health and Life Insurance Plans.
- 1.5 Bargaining unit members who provide a full year of service to the District (i.e., the complete Duty Year as defined in this agreement) shall be entitled to continued District-paid coverage under all District paid programs for twelve (12) months, commencing with the first month the unit member receives such benefits for the Duty Year. These conditions also apply to unit members whose employment terminates following the last day of the school year and before the commencement of the following school year.
- 1.6 Bargaining unit members, who terminate paid service during the school year, shall have their calendar year of Health and Plan coverage prorated to equal the percentage of the service year worked.
- 1.7 Bargaining unit members returning from Board-approved leave shall be re-enrolled, with their dependents, with no health history requirement (except for the District Life Insurance Plan) or wait until the next enrollment period.
- 1.8 The District shall not prohibit any bargaining unit members from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 1.9 Employees and eligible dependents must enroll within thirty-one (31) days of eligibility. Unit members enrolling or adding dependents shall affect coverage the first day of eligibility provided the request for coverage is made within thirty-one (31) days of eligibility.
 - 1.9.1 The District shall provide one 60-day open enrollment period each year beginning October 1 for all bargaining unit members and eligible dependents not currently enrolled in the existing FUSD Employees Health Care Plan. The open enrollment

period will also be the time in which plan coverage (Dental and Vision) may be changed.

2. Joint Health Management Board (JHMB)

- 2.1 A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.
- 2.2 Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2.3 Reporting, reports and disclosures of the Consultant and Plan Administrator shall be as established by the JHMB.
- 2.4 The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:
 - 2.4.1 Voting procedures, including absentee voting.
 - 2.4.2 Establishing regular meeting dates.
 - 2.4.3 Establishing subcommittees.
 - 2.4.4 The agendizing and prioritizing of JHMB activities.
 - 2.4.5 The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.
- 2.5 Labor and Management shall each have one (1) vote on the JHMB.
- 2.6 Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision making process of the JHMB shall be:
 - 2.6.1 Consensus; if consensus cannot be reached, (2) applies.
 - 2.6.2 If consensus is not reached the following is an example of the weighted vote for employee groups.
 - 2.6.3 Example: The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, if FTA represents 4,352 employees out of a total of 6756 represented eligible employees in the health plan, FTA's voting weight would be 64.4 percent; if CSEA represented 1717 of these same 6756 represented eligible employees, CSEA's voting weight would be 25.4% percent; SEIU's eligible active employees would be 8.5% weighted vote; and BTC's 115 eligible employees would be 1.7% weighted vote.
- 2.7 There shall be binding arbitration of any JHMB deadlocked votes; provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited Arbitration" on a case by case basis. The cost of arbitration is to be borne by

the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.

- 2.8 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.
- 2.9 All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2.10 The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

3. Health Fund

- 3.1 Effective as of July 1, 2017, in addition to the Health Fund contribution set forth in 5.1 of this Article, the District shall increase the annual per active employee contribution to the Health Fund for a total amount of \$17,789. Within 120 from the ratification of this Agreement by both parties, subject to JHMB approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. The District shall maintain these benefit levels (90-10 and \$2,500/\$5,000) and pay any health insurance premium increase for the employees through the term of this contract ending 2018-19, contingent upon approval from JHMB. This is contingent upon JHMB maintaining as a health plan option for employees the Kaiser Permanente health plan through the term of this Agreement. The 90-10 health insurance plan option and the \$2,500/\$5,000 out of pocket maximums shall continue beyond the term of this contract in the same manner as any other health plan option as determined by JHMB. The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

3.1.1 Current medical IBNR's shall remain as IBNR's in the Health Fund.

- 3.2 For the 2015-2016 school year, the District shall increase the annual contribution to the health fund in the amount of three million (\$3,000,000) dollars.

4. Procedures Regarding Potential Underfunding of Health Fund

- 4.1 The JHMB shall report to the District and all employee associations on a quarterly basis regarding the status of the Health Fund.
- 4.2 Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
- 4.3 If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to Section 2.8 above. Such action shall negate the shortfall within the fiscal year.

- 4.4 If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65-year-old retirees. Such increase shall be in the amount necessary to negate the shortfall within the fiscal year. In determining the amount of the increase the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultants' recommendations, the consultants' recommendations shall be implemented.
- 4.5 JHMB actions and/or automatic assessments shall apply as set forth in paragraphs 4.3 and 4.4 above regarding any month in which a projected shortfall is determined to exist.
- 4.6 If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.

5. Health And Welfare And Compensation

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

6. Retiree Benefits - Medical Health Plan

- 6.1 The District shall provide paid Medical Health Plan benefits for retirees in accordance with the following provisions:
 - 6.1.1 An eligible retiree is one who:
 - 6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;
 - 6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
 - 6.1.1.3 Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;

- 6.1.1.4 Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;
- 6.1.2 Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.
 - 6.1.2.1 Minimum age: 60
 - 6.1.2.2 Minimum years of service with the District: 25
 - 6.1.2.3 Benefit coverage for employee and spouse
 - 6.1.2.4 Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits) *
 - 6.1.2.4.1 *The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 62.
 - 6.1.2.5 These modifications shall not apply to laid-off permanent or probationary employees who were hired on or before June 30, 2005, and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24-month period. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.
 - 6.1.2.6 Has reached the age of fifty-seven and one-half (57.5) years, except in the case of disabilitants. A disabilitant, as so certified by STRS, becomes eligible for this benefit immediately if such disabilitant has had ten (10) years' service in the District. Board-approved leave shall be counted in the years' service requirements for the benefit.
- 6.2 An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 6.3 Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security Eligibility at no cost to the retiree and/or dependents. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
- 6.4 If a retiree receiving this benefit should predecease a spouse, then the benefit will continue for said spouse provided all applicable requirements of these provisions are met.
- 6.5 To receive this benefit, a retiree must not be in a paid status with the District.

- 6.6 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.
- 6.7 Eligible bargaining unit members hired prior to July 1, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57 & ½) in accordance with the other provisions in this article.
- 6.8 Eligible bargaining unit members hired after June 30, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age sixty (60) in accordance with number A (5) of this section.
- 6.9 Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" as printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.
- 6.10 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.

7. Plan Design

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

- 7.5.1 No co-pays apply to annual deductibles or the out of pocket maximums.
- 7.5.2 The deductible will not apply to out of pocket maximum.
- 7.5.3 The emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
- 7.5.4 Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription. This applies to all participants including cross covered.
- 7.6 Specific information regarding monthly contributions, assessments, co-pays and deductibles for all plan coverages can be found in the FUSD Plan document or at jhmbhealthconnect.com.
- 7.6.1 All Eligible Active Employees and Eligible Retirees Up to Age 75
 - 7.6.1.1 Health Plan Reserve Assessment: In addition to the monthly contributions provided above, all eligible active employees and pre-65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10.00 per month each, up to a maximum of \$40.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. Definitions

1. 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.

2. A "grievant" may be any one of the following:
 - 2.1 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.

- 2.2 The Association, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.
3. 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.
4. 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".
 - 4.1 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.
 - 4.2 Mutual agreement concerning the similarity of facts and issues is a prerequisite to proceeding with a group or "class action" grievance.
 - 4.3 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.
5. 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.
6. 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.
7. 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.
8. 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:
 - 8.1 A copy of the original grievance will be transmitted to the Association when first received by the District.
 - 8.2 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.

- 8.3 Any adjustment of such grievance shall not be inconsistent with the terms of the Agreement.
9. 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.
10. 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.
11. 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:

- 11.1 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.
- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 Within the above time limits, a personal conference will be held at the request of either party.
- 11.2 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.

- 11.2.1 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.
- 11.3 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.
- 11.4 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.
- 11.4.1 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.
- 11.4.2 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.
- 11.4.3 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.
- 11.4.4 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.

- 11.4.5 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.
- 11.4.6 The arbitrator shall conduct hearings to consider evidence and arguments in accordance with the appropriate rules/provisions of the California Code of Civil Procedure.
- 11.4.7 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.
- 11.4.8 Briefs may be submitted in accordance with the following provisions:
- 11.4.8.1 By request of either party; or
 - 11.4.8.2 By the order of the arbitrator at the close of a hearing.
- 11.4.9 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 an award, which shall be final and binding.
- 11.4.10 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.
- 11.4.11 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.
- 11.4.12 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.
- 11.4.13 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.
- 11.4.14 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.

Section 4. Mutual Disciplines Regarding Processing of Grievances

- 11.5 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.

- 11.6 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.

ARTICLE 20 - HOURS - BARGAINING UNIT MEMBERS

1. Definitions

- 1.1 **Work Day:** Unit members shall have a work day of 8 hours (480 minutes) in which to perform their on-site and off-site professional responsibilities.
- 1.2 **Duty Day:** Unit members are required to be on duty at their worksites for 7.0 hours (420 minutes) per day which shall be utilized for student instruction.
- 1.3 **Professional Learning/Accountable Communities:** To enhance opportunities for ongoing professional development and promote meaningful collaboration among stakeholders, unit members will participate in Professional Learning/Accountable Communities as set forth in Article 66 for a total of 45 hours per school year. Every effort shall be made between site administration and the staff to seek mutual solutions that best meet student needs when planning the use of the 45 hours. Any time allocated to Professional Learning/Accountable Communities after 7 hours (420 minutes) shall be credited toward the completion of the 45 hours.
- 1.4 **Duty Free Lunch:** Unit members shall have a duty free lunch of at least 30 minutes per day.

2. Professional Responsibilities

- 2.1 **Professional Responsibilities:** Within the 8 hour (480 minutes) work day, unit members are responsible for student instruction and other professional duties including, but not limited to:
- 2.1.1 Collaboration with peers to improve student learning consistent with the Foundations for Accountable Communities (Article 52, section 1) that includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate.
- 2.1.2 Any instructional planning, preparing lesson plans, preparing and selecting instructional materials
- 2.1.3 Reviewing and evaluating the work of students
- 2.1.4 Preparation for and communicating and conferring with pupils, parents, staff and administrators. Parents should be kept aware of goals and objectives for students, progress of their student in pursuit of objectives, special accomplishments of their student, and unsatisfactory performance and behavior of their student
- 2.1.5 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals
- 2.1.6 Maintaining appropriate records

- 2.1.7 Supervising students both within and outside the classroom on an equitable basis as delineated elsewhere in this article
 - 2.1.8 Supervising instructional aides, when assigned
 - 2.1.9 Participating in staff development programs, in-service meetings, and professional activities related to their assignment [except as set forth in 2.3.2 below]. Mileage allowance shall be provided teachers who must travel to required meetings.
 - 2.1.10 Attending faculty, departmental, and grade-level meetings scheduled by the site administration in collaboration with teachers not exceeding a total of 8 hours per school year and excluding time allocated for Professional Learning/Accountable Communities. Notwithstanding the above, Principals shall have the right to convene meetings at any time when necessitated by emergencies after obtaining clearance from the appropriate Division Superintendent or his/her designee and upon providing notice of such meetings at the earliest feasible time.
 - 2.1.11 Independent study and otherwise keeping current with developments within their areas or subjects of assignment
 - 2.1.12 Assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies
- 2.2 All preparation time allocated within the 7 hours (420 minutes) as described in 1.2 shall be utilized for duties set forth above in 2.1.1 – 2.1.12 as determined by the teacher, with the exception of being available to parents and students.
- 2.3 Additional Professional Responsibilities. In addition to the professional responsibilities set forth in 2.1 above, unit members have other assigned duties which may extend beyond the 8 hour (480) minute work day, including:
- 2.3.1 Back to school night, open house, parent conferences and professional growth activities.
 - 2.3.2 Consistent with 1.3 above, participate in Professional Learning/Accountable Communities to meet team and site needs for professional learning. The majority Professional Learning/Accountable Communities time will be utilized to seek solutions for student learning challenges consistent with an accountable community model. Site administration and the staff will collaborate on scheduling time for Professional Learning/Accountable Communities which may begin at any time after the 7 hours (420 minutes) set aside for student instruction, preparation for instruction, lunch and if applicable, advisory.
 - 2.3.3 Supervision of co-curricular or extra-curricular duties, which shall be defined as those assigned duties which are in addition to the supervision duties enumerated 2.1.7 above and elsewhere in this article, but excluding duties performed by teachers in fulfillment of extra pay for extra service contracts. Any assignment of co-curricular or extra-curricular supervision duties shall conform to the following:
 - 2.3.3.1 Such duties must be in connection with the program in the school(s) of the teacher's primary assignment.
 - 2.3.3.2 Such duties will be equitably distributed among the certificated school staff.
 - 2.3.3.3 Such duties shall be reasonable in number and duration.

2.3.3.4 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.

2.4 All other bargaining unit members, other than hourly employees, not specifically covered within this article, shall work a professional work day of not less than 480 minutes (8 hours) including a thirty (30) minute duty-free lunch period.

3. Legally Mandated Increases in Instructional Time

3.1 In the event that State or Federal legislative action mandates any increase in instruction time, the District shall increase unit members' instructional time to the extent necessary to conform with such legislative mandate in accordance with the following provisions:

3.1.1 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;

3.1.2 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.

4. Secondary Schools Work Day

4.1 Instructional Time - Secondary Classroom Teachers

4.1.1 Unit members serving as full-time classroom teachers shall not be assigned instructional time that exceeds 1,400 minutes per week (50,400 minutes a year).

4.1.2 Full-time classroom teachers may be assigned advising duties within the 420 minute (7 hour) Duty Day. Such duties may include: Human Relations; Career Education; Orientation; Personal Relations; and Educational Planning

4.1.2.1 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.

4.1.2.2 The advising duties shall not include:

4.1.2.2.1 Extensive follow-up, analysis and development of expectancies within the family system

4.1.2.2.2 Design and follow-up on behavior modification programs for individuals or groups of students

4.1.2.2.3 Assimilation of data from other staff for purposes of transmission to outside agencies or authorities

4.1.2.2.4 Design or implementation of disciplinary procedures beyond those commonly exercised by the classroom teacher

4.1.2.2.5 Counseling that would require assessments of future career potential with the student and/or his/her family

4.2 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 2.1 and 2.2 above. 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.

5. Elementary Schools Work Day

5.1 Instructional Time Traditional Schedule (180 days)

Instructional time is the time the teacher is working directly with assigned students in an instructional setting. Full-time classroom teachers' yearly instruction time shall not be less than the following:

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

5.2 Preparation Time

Each school schedule shall provide weekly preparation time for all elementary teachers within the Duty Day in accordance with the provisions of Section 2.2 of this article and in accordance with the following provisions:

- 5.2.1 Only one before/after school up to fifteen (15) minute student supervision duty assignment per week may be counted as preparation time provided weekly within the Duty Day.
- 5.2.2 Grades 1-6 (and 7-8 when part of an elementary school except Baird, Bullard Talent, and Hamilton): Teachers will be provided a 45-minute block of time for preparation and planning during the Duty Day as per the following:
 - 5.2.2.1 The preparation time set forth herein shall be provided on at least 156 days out of the traditional 180 day schedule
 - 5.2.2.2 A 45-minute block of preparation time would not be provided on up to 24 days for matters such as, but not limited to the following:
 - 5.2.2.2.1 Early release that is scheduled for parent/student/teacher conferences (not to exceed five days).
 - 5.2.2.2.2 On the last day of school if it is a shortened day.
 - 5.2.2.2.3 Up to 18 days out of the traditional 180-day schedule on which the District may schedule a longer block of time (approximately 90 to 105 minutes) by combining remaining time during the Duty Day (without a 45-minute block of

preparation time) and time allocated from the fifty-four (54) hours per year pursuant to section 1.3 of this Article. The content covered during such blocks of time shall be at the direction of the District for matters such as, but not limited to, professional learning, grade level collaboration, mandated in-service training, and the “roll-out” of new curricular materials, such as new textbook adoptions, etc.

5.2.3 The following is a sample schedules for illustrative purposes only:

Sample Schedule: Regular School Day

8:15 Student Start Time – 2:20 Student End Time

8:05 Teacher Start Time – 3:05 Teacher End Time = 7 Hour Duty Day

	8:05 – 3:05	
	Duty Day = 7 hours	
Schedule	Instructional Minutes	Non-Instructional/Prep Time
8:05 – 8:15		10 minutes (NI)
8:15 – 10:15	120 minutes	
10:15 (Recess)		15 minutes (NI)
10:30 Instruction Begins		
10:30 – 11:50	80 minutes	
11:50 (Lunch)		30 Lunch + 10 minutes (NI)
12:30 Instruction Begins		
12:30 – 2:20	110 minutes	
2:20 – 3:05		45 minutes (Prep)
Total	310 minutes	80 minutes

Sample Schedule: Non-Individual Preparation Days

8:05 - 4:05 (1 hour of the 54 hours per year)		
Schedule	Instructional Minutes	Non-Instructional/Prep Time
8:05 - 8:15		10 minutes (NI)
8:15 - 10:15	120 minutes	
10:15 (Recess)		15 minutes (NI)
10:30 Instruction Begins		
10:30 - 11:50	80 minutes	
11:50 (Lunch)		30 Lunch + 10 minutes (NI)
12:30 Instruction Begins		
12:30 - 2:20	110 minutes	
2:20 - 4:05 Under the direction of the District	No individual prep-time on these days	Professional Learning/Accountable Communities 105 minutes
Total	310 minutes	

5.2.4 Grades 7 and 8 at Baird, Bullard Talent, and Hamilton will follow the contractual hours requirements regarding teacher instructional time and departmentalized configuration of the student instructional day that apply to secondary schools. The

one variation is Bullard Talent where the secondary requirements have been applied to grades 6 through 8

5.2.5 The School Building Committee may request that the Division Office review the scheduling of Duty Day at the school after conferring with the site administration.

5.3 Student Supervision

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

5.3.1 In schools of ten (10) or less teachers, student supervision time shall be equitably distributed.

5.3.2 Within schools maintaining a bus schedule with teaching staffs of less than twenty (20), such student supervision time shall be equitably distributed.

5.3.3 Kindergarten teachers' student supervision time shall consist of the following:

5.3.3.1 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.

5.3.3.2 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.

5.3.4 Principals may require all teachers to provide morning student supervision beginning up to fifteen (15) minutes before the commencement of instruction during inclement weather.

5.3.5 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).

6. 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.

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

1. Purpose

1.1 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.

- 1.2 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.
- 1.3 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.
- 1.4 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:

2.1 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.

2.2 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.

2.3 Acknowledgment of Receipt of Documents:

The bargaining unit member shall acknowledge receipt of all documents of a derogatory nature (as defined in Article 42, Section 4) intended for placement in his/her personnel file in the manner set forth in Article 42, "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.

- 2.4 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 4.1, 4.2, and 4.3 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:

- 3.1 Immoral or unprofessional conduct;
- 3.2 Dishonesty;
- 3.3 Evident unfitness for service;
- 3.4 Violation of or refusal to obey the school laws of the State or reasonable regulations prescribed by the governing board of the District;
- 3.5 Use of alcoholic beverages or other drug abuse which makes the bargaining unit member unfit to instruct or associate with children;
- 3.6 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 4.5, administration of disciplinary action shall conform to the following progression:

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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:

- 4.5.1 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;
- 4.5.2 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:

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 Formal discipline will be implemented as follows:
 - 5.5.1 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.
 - 5.5.2 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.

5.6 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.

5.7 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:

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

5.8 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:

- 5.8.1 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.
- 5.8.2 That the clause "reasonable regulations prescribed by the governing board of the District" (in the ". . . Progressive Discipline" Article, Section 3.4.) includes such regulations contained in the provisions of the Collective Bargaining Agreement.
- 5.8.3 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.

ARTICLE 22 - LEAVE OF ABSENCE

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.

ARTICLE 23 - ACCIDENT OR ILLNESS, LEAVE OF ABSENCE

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.

ARTICLE 24 - ADOPTION LEAVE

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.

ARTICLE 25 - BEREAVEMENT LEAVE

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.

ARTICLE 26 - LEGAL COMMITMENTS AND TRANSACTIONS LEAVE OF ABSENCE

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:
 - 2.1 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".
 - 2.2 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.

ARTICLE 27 - PARENTAL LEAVE OF ABSENCE

1. Differential Parental Leave of Absence
 - 1.1 Effective January 1, 2017, each bargaining unit member shall maintain eligibility for parental leave, as allowable pursuant to the Education Code, including members who are a couple and both are employed with the District as certificated employees.
2. 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:
 - 2.1 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.
 - 2.2 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.

2.3 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.

2.4 If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of 1.2 and 1.3 above shall be applied for bargaining unit members eligible under those provisions to care for said child.

3. Notification of Return to Active Employment:

3.1 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.

3.2 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 1.3 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.

3.3 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.

3.4 All assignment rights for persons returning from parental leave shall be subject to the then-existent District provisions for assignment and transfer.

4. 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.

ARTICLE 28 - PEACE CORPS SPECIAL LEAVE

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:
 - 3.1 Step advance:

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

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

Time spent on a Peace Corps leave will not count for sabbatical service requirement. It will not, however, break the continuity of service.
 - 3.4 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.

ARTICLE 29 - PERSONAL BUSINESS LEAVE, USE OF SICK LEAVE

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.

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

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:
 - 3.1 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.)
 - 3.2 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 3.1 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.
 - 3.3 Accident involving his/her personal property or the person or property of a member of his/her immediate family as defined in 3.1 above, and of such emergency nature that the immediate presence of the bargaining unit member is required during his/her assigned hours of service.
 - 3.4 Appearance in court as a litigant.
 - 3.5 An illness or an unusual circumstance involving a member of the bargaining unit member's immediate family as defined in 3.1 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.)
 - 3.6 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.
 - 3.7 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:

- 5.1 Death or serious illness of a member of his/her immediate family

- 5.2 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.

ARTICLE 31 - PREGNANCY/DISABILITY LEAVE

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:

- 1.1 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.

- 1.2 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.

- 1.3 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.)

ARTICLE 32 - SICK LEAVE

1. Eligibility Requirements:

- 1.1 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.

- 1.2 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:

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 No deduction from the salary shall be made until all accumulated sick leave has been used.

3. Substitute Differential Salary:

- 3.1 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.
- 3.2 "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).
- 3.3 No deduction from the salary shall be made until all accumulated sick leave has been used.

4. Catastrophic Leave Program

The purpose of the voluntary catastrophic leave program is to permit bargaining unit members to donate eligible sick leave credits to a bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury and has exhausted all paid leave. This program only provides for receipt of sick leave credits as are donated and does not provide for an absolute right of continued paid leave.

4.1 Definition of Catastrophic Illness/Injury

In order to be considered catastrophically ill or injured within the context of this program, a bargaining unit member must meet all of the following conditions:

- 4.1.1 The bargaining unit member has sustained a serious illness or injury; and/or the bargaining unit member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent child, or spouse, due to their personal serious health condition.
- 4.1.2 Such illness or injury is expected to incapacitate the bargaining unit member and prevent the bargaining unit member from returning to work for at least 30 days; and
- 4.1.3 The bargaining unit member has already exhausted all available paid sick leave including sub differential leave and other paid time off.

4.2 Eligibility for Receipt of Transfers of Sick Leave

Any bargaining unit member who is eligible to accumulate and use sick leave may receive transfers of sick leave credits, if the bargaining unit member has been found to meet the definition of catastrophically ill or injured. The recipient must apply for sick leave transfer usage and such application shall include medical reports certifying the nature of the illness/injury. During any fiscal year (July 1 through June 30), a recipient shall not receive more than:

4.2.1 Bargaining unit members whose pay is based upon a daily rate, 100 days;

4.2.2 Bargaining unit members whose pay is based upon an hourly rate, 700 hours.

4.3 Eligibility to Transfer Sick Leave

Any active duty bargaining unit member who is not catastrophically ill/injured and who is eligible to earn and use sick leave may transfer sick leave to another bargaining unit member subject to the following conditions:

4.3.1 The transferring bargaining unit member must retain a minimum of 8 days for daily-rate bargaining unit members or 64 hours for hourly-rate bargaining unit members of sick leave for his/her own personal use;

4.3.2 Transfers must be a minimum of an employee's total workday hours and in hour increments thereafter (for purposes of this program only, the bargaining unit member work day shall be considered to be equivalent to 8 hours);

4.3.3 All transfers are irrevocable;

4.3.4 The transferring bargaining unit member may transfer a maximum of 5 days for daily-rate bargaining unit members and 40 hours for hourly-rate bargaining unit members per year; and

4.3.5 Neither the transferring bargaining unit member nor the designated recipient may be in violation of subsection I.

4.4 Irrevocable Transfer

Transfer of sick leave is irrevocable. Transfer is defined as the actual use of one bargaining unit member's sick leave by a bargaining unit member who has been declared eligible under the catastrophic leave program. If the catastrophically ill or injured bargaining unit member returns to work or otherwise does not actually use an intended donation, that "transfer" did not occur the days are returned to the bargaining unit member making the donation.

4.5 Use of Eligible Leave First

Should the recipient of sick leave transfer accrue any other leave credits as a result of receiving the transferred leave, such credits will be used prior to the use of additional transferred leave credits thereby continuing to exhaust any accruals.

4.6 Procedure For Application For Catastrophic Illness Status

4.6.1 A bargaining unit member must complete a prescribed application form and return it to the Human Resources/Labor Relations Department together with supporting medical documentation. Applications shall be available in sufficient quantities at work sites.

- 4.6.2 The Human Resources/Labor Relations Department shall review these materials to render the decision as to whether or not the illness/injury meets the definition of catastrophic illness/injury in subsection 4. The Human Resources/Relations Department may seek additional documentation and/or ask the applicant to submit to examination by a physician that it designates to determine in fact that the applicant does suffer from a catastrophic illness/injury within the meaning of these rules. A bargaining unit member's failure to comply with these requirements may be grounds for rejection of the application
- 4.6.3 In order to continue to qualify as catastrophically ill/injured, a bargaining unit member who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation of current medical status as is necessary; provided, however, that such requests shall not be made for the purpose of harassing said bargaining unit member.
- 4.6.4 If a bargaining unit member is determined not to be catastrophically ill/injured, the bargaining unit member shall have the right to appeal the decision to the Board of Education. The Human Resources/Labor Relations Department will automatically provide the bargaining unit member with the written reasons for denial and the procedure for appeal.

4.7 Posting of Eligible Recipients

- 4.7.1 The Human Resources/Labor Relations Department shall assign an exclusive number to each catastrophically ill/injured bargaining unit member deemed eligible to receive sick leave transfer under this program;
- 4.7.2 The Human Resources/Labor Relations Department shall maintain a running list of catastrophically ill/injured bargaining unit members, to be identified only by their special numbers, in order to let transferring bargaining unit members designate their recipient;
- 4.7.3 In all cases, the Human Resources/Labor Relations Department and its designees shall shield and protect the identities of catastrophically ill/injured bargaining unit members and the right of employees/ workers to confidentiality protection; and
- 4.7.4 Eligible recipients may identify themselves with the case number if they choose so that donors will have the information for designating a recipient.

4.8 Receipt of Transferred Sick Leave Credits by Catastrophically Ill Bargaining Unit Members

- 4.8.1 Bargaining unit members wishing to donate sick leave shall complete a donation form designating the case number of the catastrophically ill/injured bargaining unit member and the number of days/hours they intend to donate.
- 4.8.2 The Human Resources/Labor Relations Department shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the donor. The list of intended donors as well as the list of actual donors will remain confidential information of the Human Resources/Labor Relations Department and the Payroll Department.
- 4.8.3 The Human Resources/Labor Relations Department will request from Payroll an accounting of the amount of sick leave credit needed by a catastrophically ill/injured bargaining unit member to enable them to have a full paycheck after all other leave has been used in a given pay period. Human Resources/Labor

Relations Department will then start at the top of the list of donors and stop when enough hours have been accumulated for that pay period. Payroll will be notified to transfer the sick leave from the donors to the recipient. The process will continue with each new pay period until the individual returns, reaches the maximum in days/hours within fiscal year, or otherwise relinquishes his/her eligibility.

- 4.8.4 All hours transferred shall be credited as sick leave for the receiving bargaining unit member. As they are used, they shall be treated as use of the of the bargaining unit members own sick leave for all purposes including, continued accrual of vacation credits, sick leave, retirement service; service for pay increments; eligibility of holiday pay.
- 4.8.5 At the beginning of each pay period, a catastrophically ill/injured bargaining unit member must use all sick leave and vacation credits accrued during previous pay period before hours will be transferred.
- 4.8.6 A bargaining unit member who has been determined catastrophically ill/injured may use transferred hours from the date of certification of eligibility back to the date of application.
- 4.8.7 A receiving bargaining unit member may use transferred credits in a pay period to the extent that when combined with other compensation from the District and all other benefits from public sources, the total does not exceed the pay for 100% of the bargaining unit member's regularly scheduled hours for such pay period (excluding regularly scheduled overtime and premium pay). A receiving bargaining unit member may be required to provide financial records to prove compliance with this subsection. Failure to provide such records is grounds for exclusion from eligibility to receive sick leave transfers pursuant to this program.
- 4.8.8 The maximum amount of sick leave that can be transferred to an bargaining unit member for any single catastrophic illness/ injury is 75 days for daily-rate bargaining unit members and 600 hours for hourly-rate bargaining unit members.

4.9 No Selling or Coercion

No individual shall directly or indirectly solicit the receipt of, or accept, any compensation in full or partial exchange directly or indirectly, for sick leave credits to be transferred pursuant to this program.

No individual shall solicit the receipt of, or accept, the transfer of any sick leave pursuant to this section in full or partial exchange, directly or indirectly, for any compensation.

No individual shall threaten or in any way attempt to coerce an bargaining unit member with respect to transfer of sick leave pursuant to this program.

ARTICLE 33 - STUDY LEAVE

- 1. Leave of absence may be granted to bargaining unit members for study in residence in accordance with the following provisions:
 - 1.1 Such leaves shall be without compensation;
 - 1.2 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.

- 1.3 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.

ARTICLE 34 - UNAUTHORIZED LEAVE OF ABSENCE

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.

ARTICLE 35 - MILEAGE ALLOWANCE

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.
 - 1.1 "Regularly assigned duties" travel shall include:
 - 1.1.1 Travel between work sites for unit members whose regular assignments specifically require such travel
 - 1.1.2 Travel by unit members whose assigned duties specifically involve transporting of supplies, equipment or food
 - 1.1.3 Travel required of unit members whose assigned duties specifically involve frequent visitations to students' homes
 - 1.1.4 Travel required of unit members whose assigned duties specifically require transportation of students.
 - 1.2 "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.

ARTICLE 36 - MISCELLANEOUS PROVISIONS

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.
7. For the 2015-2016 school year and subsequent years thereafter, each bargaining unit member will have an additional three hundred fifteen dollars (\$315) for supplies and materials to be utilized for services and instruction to students.
8. By June 30, 2019, the District shall increase registered nurse staffing to 63 full time equivalents.

ARTICLE 37 - NEGOTIATION PROCEDURES

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:
 - 7.1 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.
 - 7.2 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.
 - 7.3 Within three days after both parties have ratified the Agreement, the parties shall meet to sign the original Agreement document draft described in paragraph 7.1 immediately above, and the two true photocopies described in paragraph 7.2" 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.

ARTICLE 38 - NON-DISCRIMINATION

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.

ARTICLE 39 - OBTAINING SUBSTITUTE CLASSROOM TEACHERS

1. The District shall make every reasonable effort to retain as available, the number of substitute teachers, including those with special certifications, that would be necessary to avoid deploying students to classes that would result in exceeding class size ratios and guidelines.
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.

ARTICLE 40 - OFFICIATING ASSIGNMENT

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.

ARTICLE 41 - PART-TIME TEACHERS

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.

ARTICLE 42 - PERSONNEL FILES

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."

ARTICLE 43 - PROBATIONARY TEACHERS RIGHT TO HEARING

PROBATIONARY TEACHERS HIRED AFTER JUNE 30, 1983:

1. 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.
2. 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.

ARTICLE 44 - PROCEDURES FOR PROCESSING CITIZENS' COMPLAINTS

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.

ARTICLE 45 - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

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.

- 2.1 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.
 - 2.2 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.
 - 2.3 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.
 - 2.4 Documents signed by unit members accepting employment shall contain provisions delineating unit members' obligations to pay dues or fees.
 - 2.5 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.
 - 2.6 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. 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, or CHAD, 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 2.1 above and forward the amount withheld to either the United Way, CHAD.
 - 3.1 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 3. 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.
 - 3.2 Any unit member making payments as set forth in paragraph 3. and 3.1 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.

ARTICLE 46 - PROFESSIONAL GROWTH

1. 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.
2. 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.
3. 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.
4. 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").
5. 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.
6. 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.
7. 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.

8. 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.
9. The District and the Association shall provide a joint in-service for credential holders. Meetings at appropriate times shall be provided for all who hold credentials subject to the professional growth renewal requirements.
10. 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".
11. Credit for advancement on the salary schedule may be earned by credential holders for Professional Growth Activities subject to the provisions of Article 50, Section 5, "Rules Governing Approval of Units for Advancement," and Sections 6 and 7.
12. Nothing in the Professional Growth Requirements or Procedures thereof shall impact, be a part of or modify the performance evaluation.
13. 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.

ARTICLE 47 - PROGRAMS IMPLEMENTATION

See ARTICLE 66 – Shared Decision Procedures (combines Articles 47, 52, 54 and 62)

ARTICLE 48 - RECOGNITION

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.

ARTICLE 49 - SPECIAL EDUCATION

1. When mainstreaming Special Day Class students in grades K-6, District site leaders will attempt to assign students equitably amongst all classes at the appropriate grade level.
 - 1.1 It is the intent of the District to notify the affected unit member(s) prior to assigning students with special needs into the regular classroom.
2. Caseloads will be determined based on student/program needs in accordance with the Education Code sections 56362 – 56362.1.
3. 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.
4. A reasonable effort shall be made to establish special education staffing ratios consistent with the District's staffing practices.

5. 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.
6. In an effort to improve communication and collaborative problem-solving to include staffing, a special education committee shall be established.
7. Special education classroom teachers will be able to utilize the same school site equipment as general education teachers and will be supported with appropriate instructional materials as aligned with the District's adopted curriculum.
8. 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.
9. Any special education professional serving in an itinerant capacity shall be given appropriate travel time between sites.
10. Any teacher who possesses a Special Education credential and is assigned to teach in the Special Education Program shall be paid his/her per diem rate when providing services during the extended year program [i.e. between the close of one academic year and the beginning of the succeeding academic year] to a student whose IEP requires extended-year special education services that are comparable in standards, scope and quality to the special education services provided during the regular school year.
11. In February 2018, FTA and the District shall establish a labor-management committee that will work toward their shared goals to improve the District's teaching and learning environment for special education teachers and their students, and to problem solve barriers to achieving the specific improvements mutually agreed upon by the parties, including class sizes and caseloads.
 - 11.1 The District shall provide \$2 million to fund the committee's recommendations approved by the Board, and additional funding may be requested.

ARTICLE 50 - SALARY

1. Salary Schedule Increases
 - 1.1 Effective July 1, 2016, all Certificated Salary Schedules shall be increased by three and one-half percent (3.5%).
 - 1.2 Effective July 1, 2017, all Certificated Salary Schedule shall be increased by two percent (2.0%).
 - 1.3 Effective July 1, 2018, all Certificated Salary Schedules shall be increased by one percent (1%).
 - 1.4 Additionally, for 2018-19, the parties agree to contingency language that could further increase Certificated Salary Schedules by up to an additional two percent (2%) if ongoing District revenues improve. The District's multi-year projection as of June 2017 shows LCFF Revenue Limit Sources (Line A.1.) for 2018-2019 of \$714,660,427. If the enacted State Budget for 2018-2019 increases this number (Line A.1.) to \$729,726,115 or greater an additional 1% shall be added to all certificated salary schedules effective July 1, 2018. If Line A.1 increases to \$737,258,959 or greater, a further 1% shall be added to all certificated salary schedules effective July 1, 2018. (See attached contingency language calculation and July 1, 2017 Budget Multiyear Projections.

- 1.5 Speech Language Pathologists and Nurses shall receive a \$5,000 or 1.07 factor increase, whichever is greater, in addition to their placement on the salary schedule effective July 1, 2015. (The 1.07 factor shall also be adjusted on page 80 under Factor Times Placement.
- 1.6 Professional Learning Column. The District will add Class V to the Basic Salary Schedule providing a 3% increase to the Class IV Column to any teacher who completes 9 semester units provided through the District's Professional Learning Department no sooner than July 1, 2015. Eligibility agreement below:
 - 1.6.1 To be eligible for Column V, a unit member must be at Class IV on the Basic Salary Schedule;
 - 1.6.2 Unit members must complete a total of 9 units of professional learning by taking courses provided through the District's Professional Learning Department:
 - 1.6.3 The teacher shall move to Column V beginning in the school year after the unit member completes all 9 units;
 - 1.6.4 District Professional Learning Column must be renewed every 3 years. The specific purpose for the requirement to complete 9 semester units every 3 years is continuing commitment to achieve District Goals after a unit member has completed Class IV of the Salary Schedule.
 - 1.6.5 The District and the Association will establish a joint committee to monitor the implementation of the Professional Learning Column.
 - 1.6.6 The parties understand and agree that the Professional Learning Column shall terminate if, for any reason, there exists an inability for full funding of the stipend through the Local Control Funding Formula or any successor legislation.
- 1.7 Stipends shall be established for teachers actually serving in a position in the following areas:
 - 1.7.1 Special Education classes (including RSP), and Speech and Language Therapy: \$1500 per year.
 - 1.7.2 Bi-lingual classes: \$500 per year.
 - 1.7.3 The foregoing two stipends shall be prorated to reflect the proportion of an FTE that the teacher is actually serving in the position requiring the credential.
- 1.8 Effective for the 2015-2016, CDC and PACE early childhood teachers' salary schedules will be consolidated with Pre-K Salary Schedule.
- 2. Extra Pay for Extra Services (EPES):
 - 2.1 The EPES schedules shall be increased by the same percentage as applies to schedules effective July 1 of the following year.
 - 2.2 Effective July 1, 2013 the extra pay amounts set forth on the EPES Additional Service Pay Schedule (i.e. pp. 110-119 in the 2010-2012 CBA) shall double with the exception of elementary athletic coaches which will triple.

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

3. 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).

3.1 Unit members whose salaries are provided under Salary Schedule A shall, in cooperation with the District, certify that they have participated annually in 21 reimbursable hours of staff development according to state law and regulations.

3.2 Three (3) reimbursable staff development days shall be conducted during the 1999/2000 work year and every year thereafter so long as this program continues under state law. Commencing in 1999/2000, the traditional work year for unit members shall be increased by two (2) days for this purpose (for a total of 185 work days) and the third reimbursable staff development day shall be held on one of the existing "I" days. Unit members on year round schedules shall be required to participate in three (3) days of reimbursable staff development activities during each school year. The 1999/2000 configuration of days set forth herein shall not foreclose the parties from negotiating other configurations in the future.

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

4. Rules Governing Placement Upon the Salary Schedule

4.1 A teacher new to the Fresno Unified School District, without previous experience, will be classified according to the requirements stated in Schedule A and will be placed on the appropriate level. For teachers in this group with a valid California teaching credential, not including an emergency permit, intern permit, Provisional Internship Permit, Short Term Staff Permit or waiver, the appropriate level shall not be less than Level 1. Teachers holding an emergency permit, intern permit, or waiver shall be placed on level 0.

4.1.1 A teacher held on Level 0 who subsequently receive their valid California teaching credential shall move effective the next school year to the appropriate level at which they would otherwise be for their years of service.

4.1.2 A partial fulfillment or temporary credential is considered a regular credential for the purpose of placement on the salary schedule. Notwithstanding this, bargaining unit members hired after July 1, 2000 shall not advance beyond Level 0 of the salary schedule unless they have a valid California teaching credential, not including an emergency permit, intern permit or waiver.

4.1.3 District credit may be earned for advancement on the basic salary schedule through appropriate work experience directly related to the teaching assignment. The work done in compliance with this section shall be evaluated on the basis of forty (40) hours of full-time paid employment per unit. To qualify for placement on the salary schedule as a Vocational Education teacher, the teacher must be hired and working under the Vocational Education Credential and not working as a teacher in the regular school program.

4.2 A teacher new to the Fresno Unified School District with previous teaching experience in an accredited school in grades Kindergarten through twelve will be given credit for one level for each year of teaching up to the maximum on the salary schedule, except that only up to five years of such service credit shall be credited service for career increment purposes. Career increment of 1.6% shall be given each year from the 11th to 15th year

to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five years of service credit shall be granted for out-of-District service. Any exception to give credit for more than year-for-year must be with Board approval in closed session. The names will be placed on the consent agenda at the following Board meeting after notification to the Association.

- 4.3 A tenured teacher with more than six years teaching service to the Fresno Unified School District, who resigns and returns to the District within thirty-nine (39) months, shall be placed on the next level as though his/her service had not been interrupted.
- 4.4 A teacher entering the Fresno Unified School District in mid-year will be paid his/her salary at the initial rate during the first year-and-one-half.
- 4.5 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.
- 4.6 A teacher granted a leave of absence to the County Schools or California State University, Fresno, or for professional study in a recognized institution, upon return to duty, shall participate in the benefits of the regular increments of increase in salary.
- 4.7 A Fresno Unified School District teacher on military leave of absence, service in Vista or Peace Corps, shall be given increment credit for each year of service upon his/her return (See Military Code Section 395.1).
- 4.8 A nurse new to the District shall be granted year for year credit for actual nursing experience as a registered nurse or a public health nurse up to a maximum of five years. Full year for year credit shall be granted for previous experience as a public school nurse.
- 4.9 A teacher who is hired by the District in a K-12 program shall be given salary placement credit for previous teaching experience in Fresno Adult School program whose funding is based on average daily attendance.

5. Rules Governing Approval of Units for Advancement

- 5.1 All college semester units must be earned after receipt of the Bachelor's Degree.
- 5.2 All units, except those specifically provided hereinafter, must be acquired from an accredited college, or a university accredited by a regional college accrediting agency unless District approval is obtained.
- 5.3 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.
- 5.4 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.

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

6. Advancement From One Class to Another

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

7. General Provision Applicable to Basic Salary Schedule

- 7.1 Changes in salary for all certificated personnel resulting from a change in certification shall be made at the beginning of the fiscal school year only.

- 7.2 In accordance with State law, the Board of Education reserves the right, in case of emergency or shortage of funds, to close the schools prior to the date announced in the calendar and to pay teachers such part of the annual salary as the days of service rendered bear to the annual announced school term.
- 7.3 All probationary and permanent teachers shall be paid in twelve (12) equal installments beginning the last Work Day of August. Installments are paid on the last working day of each calendar month thereafter until the full amount earned shall have been paid, excepting that upon application by a teacher or official following his/her resignation, he/she shall receive the remainder of salary due him/her in one final payment.
- 7.4 No salary payment will be made after the second month of employment until all required personnel records are placed on file in the Division of Human Resources/Labor Relations.
- 7.5 Salary payments shall be electronically deposited to banking institutions of employee's choice for all employees hired after July 1, 2000.
- 7.6 Overpayment:
 - 7.6.1 The parties recognize that on occasion employees may be overpaid wages or other compensation, as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District to recover overpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment.
 - 7.6.2 In the event the District discovers an overpayment, it shall notify the employee in writing of the amount and the reason it occurred. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to the District.
 - 7.6.3 If the overpayment is \$150.00 or less, the District may deduct the full amount from the employee's next payroll check. If the payment is greater than \$150, deductions from future paychecks shall be made at the same rate the employee was overpaid unless both parties agree this process would cause an unreasonable hardship on the employee.
 - 7.6.4 If the employee disputes the overpayment or the amount, he/she may file a grievance, commencing at Level III, within fifteen calendar days of receipt of the notice of overpayment.
 - 7.6.5 An arbitration award in the District's favor or the employee's failure to file a timely grievance on the issue of overpayment shall constitute full authorization for the District to make payroll deductions as provided above.

7.7 CERTIFICATED EMPLOYEES FACTOR PLACEMENT SCHEDULE

(Factor Times Placement on Schedule "A")

Classification	Time Factor	Responsibility Factor	Total Work Factor	Days
Community Education Specialist	1.1189	-----	1.1189	207

Teachers, Nurses	1.07*	-----	1.07	185
Speech Therapists	1.07*	-----	1.07	185
Teacher on Special Assignment	1.00	-----	1.00	185
Supervisor/Specialist/ Work Experience	1.0216	-----	1.0216	189
Program Advisors	1.0486	-----	1.0486	194
Resource Teachers	1.0486	-----	1.0486	194
RSP Teachers at Year-Round School	1.0486	-----	1.0486	194
Teacher on Special Assignment Programs	1.0973	-----	1.0973	203
Staff Development	1.0973	-----	1.0973	203
Librarians	1.0486	-----	1.0486	194
Teacher Special Assignment, SARB	1.0486	.09	1.0386	194
Teacher Lori Ann Infant Center	1.0811	-----	1.0811	200

*** 1.07 factor or \$5,000, whichever is greater.**

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

additional sums shall be added to the salary determined by the annual salary placement factor times placement on Salary Schedule A.

8. Child Development Center And Pace Teachers

- 8.1 All Child Development Center Teachers will be placed on the salary schedule according to years of experience and training. A teacher new to the Fresno Unified School District will be classified according to the requirements stated in the schedule and will be placed on the appropriate step.
- 8.2 In order to advance from one salary class to another, a transcript or grade card containing credits must be presented to the Division of Human Resources/Labor Relations prior to June 30 of each calendar year. When all class requirements are completed, advancement to the next higher class will be made as of July 1.
- 8.3 All units for salary advancement, except those specifically provided hereinafter must be acquired from an accredited college, or a university accredited by a regional college accrediting agency.
- 8.4 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 in-service class.
- 8.5 Only Center Supervisors and Lead Teachers may advance beyond the solid line.
- 8.6 A Provisional Instructional Permit or the Partial Fulfillment is considered a regular credential for the purpose of placement on the Salary Schedule.
- 8.7 Children Center Permit is required for Class I, II, III and IV. Class V requires an Elementary or Secondary credential with a Home Economics Major.

9. EPES Rules For Advancement

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

10. Negotiation Procedures For EPES

- 10.1 The following procedures shall be used by the parties to negotiate all extra pay for extra services (EPES) matters:
 - 10.1.1 Bargaining unit members may propose increases or additions to the existing EPES schedules by submitting such proposals directly to the FTA.
 - 10.1.2 The District may initiate EPES proposals by submitting their proposals directly to the FTA. However, the District will not consult or work with bargaining unit members on such proposals.
 - 10.1.3 Proposals made by either party shall be negotiated through the regular negotiation's process.

ARTICLE 51 - SAVINGS

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.

ARTICLE 52 - SCHOOL BUILDING COMMITTEE

SEE ARTICLE 66 Shared Decision Making

**ARTICLE 53 - SEMI-ANNUAL MEETING OF ASSOCIATION'S
EXECUTIVE BOARD, SUPERINTENDENT'S STAFF AND
THE BOARD OF EDUCATION**

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.

ARTICLE 54 - SITE-BASED DECISION-MAKING

SEE ARTICLE 66 – Shared Decision Making

ARTICLE 55 - STATUTORY CHANGES

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.

ARTICLE 56 - SUMMER SCHOOL

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

ARTICLE 57 - SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK

Bargaining unit members on the Teachers Basic Salary Schedule A who voluntarily accept District assigned work during non-duty time which is not a part of their professional responsibilities within the Duty Day as covered in Article 20 - Hours - Bargaining Unit Members, or other sections of the contract shall be compensated at an hourly rate of \$36.95. It is not the intent of this provision to broaden the scope of extra pay; it is to establish a uniform and equitable wage rate for such work.

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

provision:

1. In-service programs or attendance at District committee meetings
2. Work for which prior preparation is required, such as teaching assignment
3. Work for which compensation rates are currently covered by the contract
4. Study, tour and activity trips, and any other duties currently listed as responsibilities in Article 20, Hours - Bargaining Unit Members.
5. Effective July 1, 2018, the Supplemental Compensation Rate shall be increased from \$36.23 to \$36.95.

ARTICLE 58 - TEACHER AUTHORITY

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.

ARTICLE 59 - TEMPORARY TEACHERS

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.
 - 1.1 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 "1.2.", "1.3." and "1.4." below;
 - 1.2 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;
 - 1.3 A temporary teacher may be employed in positions wherein employment for the subsequent school year is contingent upon categorical aid funding;
 - 1.4 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.
 - 1.5 No newly hired teacher is to be assigned to any vacant position at any site until current employees wishing to transfer have been processed.

- 1.6 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.
- 1.7 All temporary teachers shall be evaluated annually, if employed for a whole year, under the following guidelines:
 - 1.7.1 All temporary teachers must have a preliminary evaluation completed prior to December 15.
 - 1.7.2 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.
 - 1.7.3 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.
 - 1.7.4 Temporary teachers continuing to "Not Meet Standards" will be notified by March 15 that they may not be reemployed for the next school year.
 - 1.7.5 All temporary teachers receiving notice pursuant to subsection "1.4." above shall be reevaluated, and the final evaluation with recommendation shall be submitted to the Division of Human Resources/Labor Relations by April 15.
 - 1.7.6 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.
2. 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.
 - 2.1 A definite commitment to reemploy the teacher for the subsequent school year.
 - 2.2 A statement clearly delineating that the District cannot make a commitment for re-employment.
 - 2.3 A statement issued to the California Unemployment Insurance Agency shall conform in text to the conditions delineated in "2.1." and "2.2." immediately above.

ARTICLE 60 - TERM OF AGREEMENT

1. This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019. All other Articles, as well as any other terms and conditions, contained in the parties' 2013-2016 Collective Bargaining Agreement as extended herein through June 30, 2016 shall remain status quo and are hereby incorporated into this 2016-2019 successor contract.

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.
 - 2.1 The parties agree that this Agreement shall be closed for 2016-2017, 2017-2018, and 2018-2019.
 - 2.2 No earlier than April 1, 2019, the parties shall exchange in writing their proposals for successor contract negotiations. The Board shall then schedule public meetings as appropriate and necessary to comply with the public notice ("sun shining") requirements set forth in Board Policy. Thereafter, the parties shall meet and negotiate over successor contract.
3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation.
4. All provisions of the previous FTA-FUSD Agreement not modified by the 2016-2019 successor agreement shall remain in full force and effect.

ARTICLE 61 - TRANSFER AND ASSIGNMENT

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

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

1.1.1 Exchange - Transfers which shall occur when two or more bargaining unit members' successfully consummate arrangements for an exchange of their respective positions of employment.

1.1.2 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.

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

1.2.1 Special Circumstances Transfer - A transfer which would be in the best interest of the employee and the District

1.2.2 Emergency Transfer - An unforeseeable, unanticipated circumstance requiring immediate action.

1.3 Involuntary Transfers - Transfers initiated by administration.

1.3.1 Ineffectiveness or Incompatibility - Transfers proposed by administration for reasons of the bargaining unit members' ineffectiveness or incompatibility in their assignments.

- 1.3.2 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.
- 1.3.3 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.
- 1.3.4 Overage - Transfers carried out in order to bring about changes in sizes of staff because of enrollment changes.

1.4 Seniority

- 1) Seniority shall be defined as the first day of service in certificated/credentialed position per Ed Code 44845.

2. Assignment and Transfer Policy

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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:
 - 2.6.1 Taking a leave that is no more than one school year and returning to serve at the beginning of the next school year;
 - 2.6.2 Notifying their principal and the Division of Human Resources/Labor Relations of their intent to return to that position prior to going on leave;
 - 2.6.3 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.

- 2.6.4 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

3.1 Procedures

- 3.1.1 A bargaining unit member who has attained permanent status and has stayed at least two years after a voluntary transfer may apply for any permanent vacancy which occurs.
- 3.1.2 All vacancies which occur after the end of the first three (3) student instructional weeks and the completion of the fall leveling process shall be filled by the hiring of a temporary teacher. FUSD Human Resources shall track and report all such positions to FTA for inclusion in a Lateral Interview Process for those permanent teachers wishing a transfer. Said process will occur after projected enrollment is completed but prior to the spring staffing. Any person selected during the Lateral Interview Process shall assume the position at the beginning of the next school year. All permanent employees seeking to transfer shall indicate their interest to FUSD Human Resources prior to the beginning of the Winter Break.
- 3.1.3 Those positions which become vacant or have not been filled after the spring staffing process and prior to the completion of the first three (3) student instructional weeks shall be posted electronically for five (5) consecutive work days. School personnel will schedule an interview with all candidates who request an interview.
- 3.1.4 Permanent vacancies will be defined to be any position declared vacant by the District meeting the following conditions:
 - 3.1.4.1 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, or because positions created by opening of a new school; or
 - 3.1.4.2 Position became vacant after consideration of any need to place employee due to other collective bargaining provisions or other administration action.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.

- 3.1.8 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.
- 3.1.9 If no requests for interview are received, the position may be filled by appropriate administrative action.

3.2 Exchange Transfers

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.

3.3 Professional Enrichment

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 Bargaining unit members must have completed two years experience in the District to be eligible for the professional enrichment transfer program.
- 3.3.5 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 50 - Salary, Advancement From One Class to Another, part (6.7).
- 3.3.6 Teachers may reapply for subsequent professional enrichment transfers after completion of two years in their new assignment.

4. Administrative Transfers

4.1 Special Circumstances

- 4.1.1 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.

- 4.1.2 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."

4.2 Emergency

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 Any grievance challenging action under this provision shall begin with Level III.

5. Involuntary Transfers

5.1 Ineffectiveness or Incompatibility

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.

- 5.1.5 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.
- 5.1.6 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.

5.2 Program

- 5.2.1 The Association shall be informed in advance of any Board consideration of instructional program revision or reduction that has potential for program transfer.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 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.

5.3 Ethnic Balance

- 5.3.1 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 5.4 of this article.
- 5.3.2 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.

5.4 Overage

- 5.4.1 Reductions in staff size (overage transfers) shall be accomplished by the transfer of personnel from departments in secondary schools and by classroom positions in elementary schools.
- 5.4.2 The principal will initially attempt to satisfy overage transfer requirements of the District by soliciting volunteers for such transfers.
- 5.4.3 Additional employees in the affected departments and/or elementary classroom position shall be transferred, as necessary, beginning with the least senior person in the department or elementary classroom position with the following exceptions:
 - 5.4.3.1 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:

 - 5.4.3.1.1 English Language Learner (ELL) students at the school require instructional services to be delivered by such teachers; and
 - 5.4.3.1.2 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
 - 5.4.3.2 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.
 - 5.4.3.3 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.
 - 5.4.3.4 Bargaining unit member(s) in assignments requiring a special credential shall be omitted from consideration for overage transfers.
 - 5.4.3.5 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.

5.4.3.6 Part-time bargaining unit members, unless staffing needs in receiving schools can accommodate the equivalency percentage of the part-time bargaining unit member.

5.4.3.7 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 teachers involved.

5.4.3.8 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

5.4.3.9 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.

5.4.3.10 District shall omit teachers with majority assignments in the following programs from construction of a list of teachers to be transferred:

5.4.3.10.1 Gifted and Talented Education

5.4.3.10.2 Continuation (excluding De Wolf)

5.4.3.10.3 TALENT Programs such as that currently operating at Bullard TALENT K-8 School

5.4.3.10.4 Grades 7 and 8 Alternative Programs operating in conjunction with a traditional elementary school program

5.4.3.11 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 seniority will have first rights to such positions.

5.4.3.12 Bargaining unit members having a majority assignment in physical education in grades 9 through 12 shall be subject to the following provisions:

5.4.3.12.1 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;

5.4.3.12.2 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.

5.4.3.12.3 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.

5.4.3.13 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.

5.4.4 Bargaining unit members who volunteer to be overaged shall be afforded preferential placement rights in accordance with the following provisions:

5.4.4.1 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.

5.4.4.2 In the event more than one such bargaining unit member(s) selects a given opening the District shall select the candidate for this position.

5.4.5 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.

5.4.6 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.

5.4.6.1 In the event more than one such designee selects a given opening in accordance with paragraph (5.4.5) above, the District shall select the candidate for this position

6. Reclamation Rights

6.1 Teachers serving in 7-8 Grade Alternative Program Assignments (as designated in the Article "Hours", paragraph "3.1.") 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:

6.1.1 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.

6.1.2 Such placement shall be subject to credentialing requirements, affirmative action needs and/or the specific program area specialization needs inherent in a particular vacancy.

ARTICLE 62 - WAIVER PROCESS
See Article 66 – Shared Decision Making

ARTICLE 63 - WORKING CONDITIONS

1. General Working Conditions

1.1 The District shall make adequate lunchroom, restroom and lavatory facilities available for unit members' use.

1.2 All teachers shall have access to 911 from their classroom(s). FTA and/or affected unit member(s) shall notify the appropriate District department as soon as possible if there is a problem with such access.

1.3 No unit member shall be required to transport pupils in a private vehicle.

2. Work Place Safety

2.1 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.

2.2 When a unit member reports unsafe or hazardous conditions, the site administration shall investigate. When the unsafe or hazardous condition is confirmed by the District to exist, the District shall take steps to correct the condition within a reasonable period of time.

2.3 If a unit member is attacked, assaulted or physically threatened by a student while on duty, the unit member shall report the incident in full detail to his/her immediate supervisor within 24 hours of the incident. The District shall thereafter submit a report to the appropriate law enforcement authorities.

- 2.4 If a unit member leaves work during the instructional day due to the unit member being physically assaulted by a student, the District shall pay the teacher their regular pay, and the unit member shall not be charged accrued time for the remaining part of that duty day.
- 2.5 If a unit member has a safety concern about a student returning to the class after the student is subject to discipline, there shall be a joint conference between the Superintendent's designee and the unit member to address the unit member's concerns.
- 2.6 FTA and the District shall form a School Climate and Safety Committee (SCSC) to address safety concerns. While this committee's responsibilities and functions are being developed, the parties will draft a side letter that details the steps to be initiated for the SCSC between February 2018 and May 2018.

3. Notice to Unit Members:

- 3.1 Pursuant to Education Code section 49079, a unit member shall 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. Any information received by a unit member pursuant to this provision shall be maintained in confidence and shall not be further disseminated by the unit member.
 - 3.1.1 The site administration shall inform any other unit members who, in the judgment of the administration, should also be aware of a particular student's history of violent behavior or conduct, which caused, or threatened to cause, bodily injury to another person. All information regarding a particular student's history is confidential and shall not be further disseminated by the unit member.
 - 3.1.2 Teachers shall be informed of previous discipline for all students assigned to their class based upon records that the District maintains in its ordinary course of business or receives from a law enforcement agency.
- 3.2 The District will make every reasonable effort to notify unit members of specific threats to teachers of physical violence and/or the presence of weapons or criminal activity on or in the immediate vicinity of the school site.

4. Investigation by District

- 4.1 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.
- 4.2 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.

5. Suspension of Students from Classroom

- 5.1 A unit member may suspend a student from his/her class for the day of the incident and the day following for any act which would serve as a basis for suspension and/or expulsion under Education Code section 48900. The unit member shall immediately report the suspension to the site administration and send the student to the site administrator for appropriate action. As soon as possible following the suspension from class, the unit member shall contact the student's parent or guardian of the student and arrange a parent/unit member conference regarding the suspension.

ARTICLE 64 - YEAR ROUND SCHOOLS

1. 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:
 - 1.1 The unit member shall provide a list of preferred schools to which the unit member may be assigned.
 - 1.2 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 in-service. 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 1-6 55,800 minutes.
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:
 - 11.1 Whenever possible, a unit member shall be assigned to their track of choice.
 - 11.2 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.
 - 11.3 Assignment to a track that will result in the least possible reassignment of grade level.
 - 11.4 Bi-lingual needs of the track.
 - 11.5 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.

ARTICLE 65 - DESIGNATED SCHOOLS

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

1. Extended Duty Year And Extended Duty Day
 - 1.1 Duty Year:
 - 1.1.1 The duty year for all affected unit members at the designated schools will be increased by ten (10) days or an equivalent number of hours (80 hours) beyond

the level set forth in Article 14. If supported by a vote of fifty (50) percent or more of a designated site's teaching staff, the fiscal equivalent of up to three (3) days or twenty-four (24) hours per certificated teacher at the site shall be used to purchase positions (i.e. FTE), materials or supplies to support the instructional program. The fiscal equivalent of the total per diem pay for the three (3) days or twenty-four (24) hours of the certificated unit members at the school site shall be based on the designated school site's baseline staffing allocation. School site teaching staff decisions on the use of the days as specified above must be provided to the District for the 2014-2015 school year by Winter Break. For 2015-2016 and subsequent years, school site teaching staff decisions on the use of days as specified above must be received by April 1.

- 1.1.2 Compensation for affected bargaining unit members shall be increased to reflect the extended duty year by ten (10) days or the amount selected by the teaching staff as set forth in 1.1.1 above, so that affected bargaining unit members will continue to be compensated at their daily rate of pay. (Example: 185 days equals 1.0 factor and 195 days equals 1.054.)
- 1.1.3 The principal shall collaborate with the teaching staff in determining when to best utilize the additional days¹ as determined pursuant to 1.1.1. above during each school year and whether to convert some or all of the additional days into an equivalent number of hours for greater flexibility in scheduling the use of this time consistent with the site's academic program and the school's annual calendar of events and activities. These additional days and/or hours will be used consistent with the Accountable Communities model as set forth in Article 66, Section 1, to provide unit members with increased opportunities to present and discuss feedback and strategies for addressing the College and Career Ready Standards and related pedagogical practices tied to the Foundations to Accountable communities. This includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate. In addition to the professional responsibilities set forth in Article 20, section 2, such activities may include, but are not limited to professional learning, teacher planning/collaboration, targeted student support/intervention/pre-assessment, and development of transition programs.
- 1.1.4 Absent exigent circumstances, these additional days or an equivalent number of hours shall be scheduled contiguous to existing work days.
- 1.1.5 For affected unit members who will be serving at designated schools beginning in 2014-15, notice of the length of their duty year shall be provided within five (5) calendar days after the ratification by the Association and Board approval. By the last day of the 2014-15 duty year and the last day of each duty year thereafter, all affected unit members at designated schools shall be notified as to the length of their subsequent duty year.
- 1.1.6 For the 2014-15 school year, no more than twenty-one (21) hours shall be scheduled prior to the start of the school year, unless by a majority vote of the certificated unit members at a designated school site agree to exceed twenty-one (21) hours.

1.2 Duty Day

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

- 1.2.1 For all affected unit members at the designated schools, the number of instructional minutes within the 7.0 hour duty day as defined in Article 20, section 1.2, will be increased by one-half (.5) hour. Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half (.5) hour.
- 1.2.2 The one-half (.5) increase as set forth in 1.2.1 above, shall be utilized for the purpose of providing additional direct instruction to students.
- 1.2.3 For all affected unit members at designated schools, a duty free lunch shall be provided pursuant to Article 20 on all Schedule A days (i.e. 185). If sites agree to conduct professional learning by setting additional work days pursuant to Article 20 and 1.1.1 and 1.1.3 of this Article, a duty free lunch will be provided.
- 1.2.4 Consistent with the PLAS model pilot project created pursuant to the parties June 24, 2010 MOU, SLP's, Nurses and DIS assigned to Designated Schools are not affected by the extended work year and extended duty day and duty year. SLP's, Nurses and DIS assigned to Designated Schools shall continue to be subject to the duty year as set forth in Article 14 and the duty/work day as set forth in Article 20 and any other applicable articles related to the duty/work day and duty year for non-Designated Schools. If SLP's, Nurses or DIS Services assigned to Designated Schools are mandated by their supervisor to work beyond the 8 hour work day, they will be compensated at their per diem rate.

The following is a **sample** schedule for illustrative purposes only:

8:00 Student Start Time - 2:35 Student End Time

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

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

1.3 Additional Staffing

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

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

2. Designation of Schools

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

3. Transfer

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

4. Applicability of This Article

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

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

* A teacher with provisional credential and less than a BA degree shall receive \$500 per year less than Class I and may not advance past Step 5.

** Maximum for a nurse with the Health and Development Credential but less than a BA degree.

NOTE: Levels below solid line available only to personnel hired prior to 1969-70 school year. The general requirements 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 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 credentials; 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 5 semester units of a personalized preparation program. All units and credentials must be verified and recorded in the Division of Human Resources/Labor Relations.

Class IV –

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

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

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

Rates set forth for Class V (A05) for 2015-2016 are based on the current 2014-5 Salary Schedule and will be updated to reflect any negotiated changes for 2015-2016.

ARTICLE 66 - SHARED DECISION PROCEDURES

1. Accountable Community/Collaboration

1.1 The purpose of Accountable Community collaboration time is for teachers to work together to improve and support student learning guided by the College and Career Ready Standards, the California Standards for the Teaching Profession, and the District Continuum of Standards for the Teacher Profession.

1.1.1 Unit members shall be provided reasonable time during the work day to present and discuss feedback and strategies for addressing the College and Career Ready

Standards and related pedagogical practices tied to the Foundations for Accountable Communities. This includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate.

- 1.1.2 The site administration, in collaboration with teachers, shall determine the topics for collaboration time, which shall relate to the six (6) elements of the Foundations for Accountable Communities.
- 1.1.3 Each Accountable Community shall be facilitated by a lead teacher. Site administration will make teachers aware when a vacancy arises in the lead teacher position. The lead teacher shall be selected by the site administration, in joint agreement with teachers.

2. School Building Committee

2.1 Operating Procedures

- 2.1.1 The primary function of the School Building Committee is to discuss school issues, concerns and/or questions related to implementation of this Agreement.
- 2.1.2 The principal, through the School Building Committee, is obligated to provide for unit member 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.
- 2.1.3 The School Building Committee and the principal and/or his/her designee are to strive to arrive at decisions that are mutually acceptable.

2.2 Structure

- 2.2.1 The School Building Committee shall be created in each school building from the bargaining unit members at 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 unit members within the school.
 - 2.2.1.1 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.
 - 2.2.1.2 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.
 - 2.2.1.3 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.
- 2.2.2 Elections shall be conducted within the first two weeks of school.
- 2.2.3 Vacancies shall be filled by election for the remainder of that term.
- 2.2.4 All unit members within the school shall be eligible to vote for and hold elective positions of the School Building Committee.

2.2.5 School Building Committee members may be elected to successive terms.

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

2.3 Meetings

2.3.1 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.

2.3.2 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.

2.3.2.1 The principal shall not be responsible for seeking input for his/her decisions on topics that are not placed on the Agenda.

2.3.2.2 Such decisions however may be put on a future Committee Agenda for discussion.

2.3.3 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.

2.3.4 The Committee has the right to meet without management personnel being present.

2.3.5 Results or minutes of the Committee meetings with the principal should be prepared jointly and the cost assumed by the District.

2.4 Training

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

3. Waivers

3.1 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 this Agreement. In the event of such conflict, a waiver of this Agreement may be warranted.

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

3.3 Contract waivers shall be considered an addendum to this Agreement and any dispute as to a violation, misinterpretation or misapplication shall be addressed in accordance with Article 19, Grievance Procedures, in this Agreement.

3.4 Waiver(s), either separately or in total, shall not create or otherwise establish, either directly or indirectly, any future precedent.

3.5 Waiver procedures

- 3.5.1 A waiver request of the Agreement is to be initiated by petition signed by at least 25% of Association members at the work site, including itinerant personnel (e.g. speech/language pathologists, special education teachers, nurses, etc.). The petition shall be 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.
- 3.5.2 Upon certification of the required 25%, a secret ballot vote shall be conducted by the Association's Faculty Representative or 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/language pathologists, special education teachers, nurses, etc.).
- 3.5.3 Both the petition circulation and balloting for a waiver request shall be conducted to assure that all unit members have a reasonable opportunity to sign a petition and/or cast a vote in the waiver election.
- 3.5.4 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.
- 3.5.5 The Association President shall present the waiver request to the Executive Board for approval, and the Superintendent shall 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 this Agreement and applicable at the specific work site for the specific period of the waiver.
- 3.5.6 A waiver may be renewed or rescinded by following the above procedure.

4. Right to Consult

- 4.1 The district acknowledges the right of the Association to consult at the District level on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. In such case, the Association shall have the right to select the representatives to consult with the District.

5. School Site Council

- 5.1 Unit member representatives to School Site Councils shall be elected by the unit members at the site. These elections shall be conducted by the Association's Site Representative.
- 5.2 Prior to submission of the *Single Plan for Student Achievement* (SPSA) budget to the School Site Council for adoption, the unit members shall be provided a copy for review and comment.

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

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

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

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

FRESNO UNIFIED SCHOOL DISTRICT
Basic Salary Schedule, Effective July 1, 2018
Schedule A Teachers, Librarians 185 * Duty Days

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

Level	CLASS I (A01) BA+30	CLASS II (A02) BA+45	CLASS III (A03) BA+60	CLASS IV (A04) BA+75	*CLASS V (A05)
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Non-Credentialed Teachers

0	46,537.86	49,330.18	52,122.49	54,914.51	56,561.90
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Full-Credentialed Teachers

1	\$49,330.18	\$52,122.49	\$54,914.51	\$57,706.98	\$59,437.98
2	\$52,122.49	\$54,914.51	\$57,706.98	\$60,499.29	\$62,314.07
3	\$54,914.51	\$57,706.98	\$60,499.29	\$63,291.61	\$65,190.15
4	\$57,706.98	\$60,499.29	\$63,291.61	\$66,083.63	\$68,066.09
5	\$60,499.29	\$63,291.61	\$66,083.63	\$68,875.94	\$70,942.32
6	\$63,291.61	\$66,083.63	\$68,875.94	\$71,668.26	\$73,818.26
7	\$66,083.63	\$68,875.94	\$71,668.26	\$74,460.58	\$76,694.34
8		\$71,668.26	\$74,460.58	\$77,252.74	\$79,570.28
9			\$77,252.74	\$80,045.21	\$82,446.51
10				\$82,837.38	\$85,322.44

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

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

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

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

YEARS OF SERVICE	PERCENT OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.6%	\$1,325.40	\$84,162.77	\$86,687.66
12	3.2%	\$2,650.80	\$85,488.17	\$88,052.82
13	4.8%	\$3,976.19	\$86,813.57	\$89,417.98
14	6.4%	\$5,301.59	\$88,138.97	\$90,783.14
15	8.0%	\$6,626.99	\$89,464.37	\$92,148.30

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 requirements for a unit member to be placed in Class 1 is a BA + 30 units, however, exceptions may be made when conditions warrant such exceptions. Unit members with less than a BA+30 units shall advance beyond Class 1. Step 1 only if they were hired prior to 1969-1970.

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

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

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

<p>FRESNO UNIFIED SCHOOL DISTRICT</p> <p>DESIGNATED SCHOOLS FACTOR PLACEMENT TABLE</p>
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Teachers required to provide 30 minutes per day of additional direct instruction to student’s and work up to an additional seven (7) to ten (10) professional learning days per year shall be based on Schedule A and increased by the Designated Schools Factor Placement Schedule below.

Designated Schools Professional Learning Allocation	Salary Increase Factor	Factor	Duty Days
10 Days	11.993%	1.11993	195
9 Days	11.419%	1.11419	194
8 Days	10.845%	1.10845	193
7 Days	10.270%	1.10270	192

FRESNO UNIFIED SCHOOL DISTRICT
Basic Salary Schedule, Effective July 1, 2018
Schedule A Nurses, Speech Language Pathologist
185 * Duty Days

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

Level	CLASS I (A01) BA+30	CLASS II (A02) BA+45	CLASS III (A03) BA+60	CLASS IV (A04) BA+75	*CLASS V (A05)
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Non-Credentialed Teachers

0	51,537.89	54,330.21	57,122.52	59,914.54	61,561.93
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Full Credentialed Teachers

1	54,330.21	57,122.52	59,914.54	62,707.01	64,438.02
2	57,122.52	59,914.54	62,707.01	65,499.32	67,314.10
3	59,914.54	62,707.01	65,499.32	68,291.64	70,190.18
4	62,707.01	65,499.32	68,291.64	71,083.66	73,066.12
5	65,499.32	68,291.64	71,083.66	73,875.98	75,942.35
6	68,291.64	71,083.66	73,875.98	76,685.02	78,985.53
7	71,083.66	73,875.98	76,685.02	79,672.84	82,062.89
8		76,685.02	79,672.84	82,660.37	85,140.26
9			82,660.37	85,648.34	88,217.77
10				88,636.02	91,294.98

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

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

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

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

YEARS OF SERVICE	PERCENT OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.6%	\$ 1,370.37	\$ 90,006.39	\$ 92,706.58
12	3.2%	\$ 2,740.75	\$ 91,376.76	\$ 94,118.07
13	4.8%	\$ 4,111.12	\$ 92,747.14	\$ 95,529.55
14	6.4%	\$ 5,481.49	\$ 94,117.51	\$ 96,941.04
15	8.0%	\$ 6,851.87	\$ 95,487.88	\$ 98,352.52

ADDITIONS TO PLACEMENT ON THE BASIC SCHEDULE

Annual	\$100 for MA on all classes
Annual	\$200 for BA + 90
Annual	\$200 for earned Doctorate
Annual	\$1000 for National Board Certification for Teachers

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

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

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e. additional 9 units by July 1, 2018, etc.). Rates set forth for Class V (A05) for 2015-2016 are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

FRESNO UNIFIED SCHOOL DISTRICT
 Child Development Center & *Pace Teachers
 Effective July 1, 2018
 261 Duty Days – Annual Salary

Level T5261	CLASS I* (C01) Less than 60 Units	CLASS II (C02) 60-89 Units	CLASS III (C03) 90 Units No Degree	CLASS IV (C04) BA w/o Cred	*CLASS V (C05) BA/Cred
C-1	\$44,185.42	\$47,564.64	\$50,760.12	\$53,845.34	\$57,444.64
C-2	\$47,564.64	\$50,760.12	\$53,845.34	\$57,444.64	\$60,493.12
C-3	\$50,760.12	\$53,845.34	\$57,444.64	\$60,493.12	\$63,909.30
C-4	\$53,845.34	\$57,444.64	\$60,493.12	\$63,909.30	\$67,104.77
C-5		\$60,493.12	\$63,909.30	\$67,104.77	\$68,573.89
C-6			\$67,104.77	\$68,573.89	\$74,046.54
C-7				\$74,046.54	\$77,205.47
C-8					\$80,437.69
C-9					

FRESNO UNIFIED SCHOOL DISTRICT
 Child Development Center & *Pace Teachers
 Effective July 1, 2018
 Hourly Rates

Level	CLASS I* (C01) Less than 60 Units	CLASS II (C02) 60-89 Units	CLASS III (C03) 90 Units No Degree	CLASS IV (C04) BA w/o Cred	*CLASS V (C05) BA/Cred
C-1	\$21.1616	\$22.7800	\$24.3104	\$25.7880	\$27.5118
C-2	\$22.7800	\$24.3104	\$25.7880	\$27.5118	\$28.9718
C-3	\$24.3104	\$25.7880	\$27.5118	\$28.9718	\$30.6079
C-4	\$25.7880	\$27.5118	\$28.9718	\$30.6079	\$32.1383
C-5		\$28.9718	\$30.6079	\$32.1383	\$32.8419
C-6			\$32.1383	\$32.8419	\$35.4629
C-7				\$35.4629	\$36.9758
C-8					\$38.5238
C-9					

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

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

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

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions

FRESNO UNIFIED SCHOOL DISTRICT
 Pre-Kindergarten Teachers
 Effective July 1, 2018
 183 Duty Days – Annual Salary

Level	CLASS I* (R01) LESS THAN 60 UNITS	CLASS II (R02) 60-89 UNITS	CLASS III (R03) 90 UNITS NO DEGREE	CLASS IV (R04) BA w/o Credential	CLASS V (R05) BA with Credential
R-1	30,980.58	33,349.92	35,590.43	37,753.63	40,277.28
R-2	33,349.92	35,590.43	37,753.63	40,277.28	42,414.72
R-3	35,590.43	37,753.63	40,277.28	42,414.72	44,809.97
R-4	37,753.63	40,277.28	42,414.72	44,809.97	47,050.47
R-5		42,414.72	44,809.97	47,050.47	48,080.54
R-6			47,050.47	48,080.54	51,917.69
R-7				51,917.69	54,132.57
R-8					56,398.84

FRESNO UNIFIED SCHOOL DISTRICT
 Pre-Kindergarten Teachers
 Effective July 1, 2018
 183 Duty Days - Hourly Rates

Level	CLASS I* (R01) LESS THAN 60 UNITS	CLASS II (R02) 60-89 UNITS	CLASS III (R03) 90 UNITS NO DEGREE	CLASS IV (R04) BA w/o Credential	CLASS V (R05) BA with Credential
R-1	21.1616	22.7800	24.3104	25.7880	27.5118
R-2	22.7800	24.3104	25.7880	27.5118	28.9718
R-3	24.3104	25.7880	27.5118	28.9718	30.6079
R-4	25.7880	27.5118	28.9718	30.6079	32.1383
R-5		28.9718	30.6079	32.1383	32.8419
R-6			32.1383	32.8419	35.4629
R-7				35.4629	36.9758
R-8					38.5238

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

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

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

FRESNO UNIFIED SCHOOL DISTRICT

Adult Education

Effective July 1, 2018

Hourly and Daily Rates (7 Hour Workday)

Level	CLASS I	Index	CLASS II	Index	CLASS III	Index
1	\$ 45.7331	1.00	\$ 47.0976	1.03	\$ 48.4747	1.06
2	\$ 47.0976	1.03	\$ 48.4747	1.06	\$ 49.8519	1.09
3	\$ 48.4747	1.06	\$ 49.8519	1.09	\$ 51.2167	1.12
4	\$ 49.8519	1.09	\$ 51.2167	1.12	\$ 52.5937	1.15
5	\$ 51.2167	1.12	\$ 52.5937	1.15	\$ 53.9456	1.18

Level	CLASS I	Index	CLASS II	Index	CLASS III	Index
1	\$ 320.13	1.00	\$ 329.68	1.03	\$ 339.32	1.06
2	\$ 329.68	1.03	\$ 339.32	1.06	\$ 348.96	1.09
3	\$ 339.32	1.06	\$ 348.96	1.09	\$ 358.52	1.12
4	\$ 348.96	1.09	\$ 358.52	1.12	\$ 368.16	1.15
5	\$ 358.52	1.12	\$ 368.16	1.15	\$ 377.62	1.18

Placement

Class I

Possess one of the following credentials:
 Adult Designated Subjects (Adult and Vocational)
 Ryan Single Subject or Multiple Subject
 Elementary
 Secondary

Class II

Qualification for Class I and BA + 30 or 450 continuing education credits taken as part of an approved educational plan. (Fifteen (15) continuing education credits equal one (1) semester college unit

Class III

Qualification for Class II and BA + 45 or 675 continuing education credits taken as part of an approved education plan.

Initial Placement on the salary schedule shall be at Level 1 in the appropriate class. Level advancement requires completion of at least 75% of the school year.

Level advancement requires completion of at least 75% of the school year.

FRESNO UNIFIED SCHOOL DISTRICT
Basic Annual Salary Schedule, Effective July 1, 2018
Schedule A - JROTC INSTRUCTORS - ARMY 218* Duty Days

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

Level	CLASS I (A01)	CLASS II (A02)	CLASS III (A03)	CLASS IV (A04)
	Preliminary Cred	Clear Cred	Clear Cred + 15	Clear Cred + BA
Non-Credentialed Teachers				
0	\$ 54,839.21	\$ 58,129.61	\$ 61,420.02	\$ 64,710.07
Full-Credentialed Teachers				
1	\$ 58,129.61	\$ 61,420.02	\$ 64,710.07	\$ 68,000.65
2	\$ 61,420.02	\$ 64,710.07	\$ 68,000.65	\$ 71,291.06
3	\$ 64,710.07	\$ 68,000.65	\$ 71,291.06	\$ 74,581.46
4	\$ 68,000.65	\$ 71,291.06	\$ 74,581.46	\$ 77,871.52
5	\$ 71,291.06	\$ 74,581.46	\$ 77,871.52	\$ 81,161.92
6	\$ 74,581.46	\$ 77,871.52	\$ 81,161.92	\$ 84,452.33
7	\$ 77,871.52	\$ 81,161.92	\$ 84,452.33	\$ 87,742.73
8	\$ -	\$ 84,452.33	\$ 87,742.73	\$ 91,032.96
9	\$ -	\$ -	\$ 91,032.96	\$ 94,323.54
10	\$ -	\$ -	\$ -	\$ 97,613.77

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

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

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%	\$ 1,561.82	\$ 99,175.59
12	3.2%	\$ 3,123.64	\$ 100,737.41
13	4.8%	\$ 4,685.46	\$ 102,299.23
14	6.4%	\$ 6,247.28	\$ 103,861.05
15	8.0%	\$ 7,809.10	\$ 105,422.87

ADDITIONS TO PLACEMENT ON THE BASIC SCHEDULE

Annual	\$100 for MA on all classes
Annual	\$200 for BA + 90
Annual	\$200 for earned Doctorate
Annual	\$1000 for National Board Certification for Teachers

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

ADDITIONAL SERVICE PAY SCHEDULE

1. ADDITIONAL SERVICE ASSIGNMENTS

1.1. REGULAR SUMMER SCHOOL SALARY

Starting with regular summer school for the 2015-2016 school year and for each year thereafter, regular summer school contracts shall be paid based on the bargaining unit member's hourly rate of pay.

1.2. SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK

Effective July 1, 2018

\$36.95 per Hour

Supplemental compensation includes but is not limited to the following District assigned work:

- Lead Teacher
- After school Collaboration
- After/before school Tutor
- Study Hall supervisor
- Nurse Lead

2. EXTRA PAY FOR EXTRA SERVICES PAY SCHEDULE

2.1. GENERAL CONDITIONS

2.1.1. No employee may hold identical contracts at any one time.

2.1.2. As a general rule EPES Contracts cannot be shared between two or more individuals. Should a school site need an exception in order to benefit the needs of the students or the program, a contract may be split equally between two individuals with prior approval obtained from both the school site administrator and the individuals.

2.1.3. The principal shall first seek applicants for these assignments from the on-site members of the bargaining unit.

2.1.4. For the first year of implementation, the right of the 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 as follows:

1. Site applicant bargaining unit member
2. Other site bargaining unit member
3. Other qualified person

2.1.5. Extra Pay For Extra Services Coaching Placement Criteria

Step 1= Coaching with no experience in assigned sport

Step 2= Coaching with 1 year of experience in assigned sport in/out of district*

Step 3= Coaching with 2 years of experience in assigned sport in/out of district*

Step 4= Coaching with 3 years of experience in assigned sport in/out of district*

*Elementary or Middle School Experience= Equivalent pay step or next step higher

Extra Pay For Extra Services Activity Placement Criteria

Step 1= No experience in specific activity

Step 2= 1 year of experience in specific activity in/out of district*

Step 3= 2 years of experience in specific activity in/out of district*

Step 4= 3 years of experience in specific activity in/out of district*

*Elementary or Middle School Experience= Equivalent pay step or next step higher

2.1.6 All school site administrators/principals shall notify all bargaining unit members at the beginning of the first three quarters of each academic year of all Extra Pay For Extra Services (EPES) contracts that are open/unfilled at their school site; including Goal 2 opportunities.

2.2 **ELEMENTARY SCHOOL ACTIVITIES**

2.2.1 Employees who accept assignments by the principal to be responsible for any of the activities listed below will receive 18.81 per hour effective July 1, 2017. The employee and principal must mutually agree upon the number of hours required for a specific activity. Lacking such agreement, the employee has the right to refuse the assignment.

Effective July 1, 2018 the effective rate will be \$36.95.

ACTIVITY SCHEDULE:

- | | |
|--------------------------|----------------------------|
| 1. Noontime Activities | 8. Major Fund Raiser |
| 2. Student Council | 9. Talent Show |
| 3. Math Competition | 10. Field Day |
| 4. Spelling Competition | 11. Science Fair |
| 5. Peach Blossom Schools | 12. Special School Project |
| 6. Pep and Cheer | |
| 7. Dance Groups Schools | |

2.3

ELEMENTARY ATHLETICS

2.3.1 Employees will be paid **\$990.69** for each of the following activities:

Basketball-B	Flag Football	Track-B
Basketball-G	Softball- B	Track-G
Cross Country	Softball- G	Wrestling
Soccer- B	Soccer- G	Volleyball

2.4 **ELEMENTARY OUTDOOR EDUCATION CAMP**

2.4.1 Employees will be paid \$150 per night effective July 1, 2018 — limit one contract per class.

2.5 **ELEMENTARY TRAFFIC PATROL SUPERVISION**

Program I	1 1/2 to 2 hours per week	\$1,513.65/Maximum per year
Program II	2 to 2 1/2 hours per week	\$1,812.13/Maximum per year
Program III	2 1/2 to 3 hours per week	\$2,115.33/Maximum per year

3. EXTRA PAY AMOUNTS - MIDDLE SCHOOL ACTIVITIES

ATHLETICS			1st Year	2nd Year	3rd Year	4 th Year
Athletic Stipend	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Baseball- B	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Baseball- B	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Basketball- B	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Basketball- B	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Basketball- G	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Basketball- G	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Cross Country- B&G	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Football	7-8	(2)	2,335.05	2,848.07	3,368.31	3,878.95
Golf- B&G	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Soccer- B	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Soccer- B	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Soccer- G	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Soccer- G	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Softball-G	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Softball-G	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Tennis-B&G	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Track-B&G	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Track-B&G	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Volleyball-B	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Volleyball-B	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Volleyball-G	7	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Volleyball-G	8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Water Polo-B&G	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Wrestling-B&G	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Coed Lifetime Sports		(1)	2,335.05	2,848.07	3,368.31	3,878.95
Athletic Director		(1)	3,234.05	3,883.75	4,528.65	5,180.73
Athletic Director -Assistant		(1)	2,335.05	2,848.07	3,368.31	3,878.95
STUDENT ACTIVITIES						
Campus Culture Director		(1)	3,234.05	3,883.75	4,528.65	5,180.73
Campus Culture Assistant		(1)	2,335.05	2,848.07	3,368.31	3,878.95
Campus Culture Minor Assistant		(1)	1,364.10	1,637.42	1,937.08	2,227.17
Pep/Cheer	7-8	(1)	2,335.05	2,848.07	3,368.31	3,878.95

()Number inside indicates number of teachers in this category at one school.

3. EXTRA PAY AMOUNTS - MIDDLE SCHOOL ACTIVITIES

DEPARTMENT CHAIRS

Language Arts	(1)	\$1,364.10	*\$1,637.42	*\$1,937.08	*\$2,227.17
Math	(1)	\$1,364.10	*\$1,637.42	*\$1,937.08	*\$2,227.17
Physical Education	(1)	\$1,364.10	*\$1,637.42	*\$1,937.08	*\$2,227.17
Science	(1)	\$1,364.10	*\$1,637.42	*\$1,937.08	*\$2,227.17
Social Studies	(1)	\$1,364.10	*\$1,637.42	*\$1,937.08	*\$2,227.17
Special Education	(1)	\$1,364.10	*\$1,637.42	*\$1,937.08	*\$2,227.17

*Effective July 1, 2019, unit members shall begin earning year increases for Middle School Department Chair stipends starting at year 1.

ACADEMIC CLUBS with Competitions (See list of academic clubs below)

Academic Clubs with Competitions are defined as those student organizations that are academic in scope, field a team, and hold practices for the purpose of competing in a competition which is selected from an existing network of competitions, and sponsored by any of the following groups. District/State Offices of Education or Local/State/National Educational Associations

Academic Pentathlon	(1)	1,364.10	1,637.42	1,937.08	2,227.17
History Day	(1)	1,364.10	1,637.42	1,937.08	2,227.17
Math Competition	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Music	(1)	1,364.10	1,637.42	1,937.08	2,227.17
Science Fair	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Spelling Bee	(1)	1,364.10	1,637.42	1,937.08	2,227.17
Technology Competition	(1)	2,335.05	2,848.07	3,368.31	3,878.95
Other Academic Competitions	(2)	1,364.10	1,637.42	1,937.08	2,227.17

()Number inside indicates number of teachers in this category at one school

4. **EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES**

ATHLETICS		1 ST Year	2 nd Year	3 rd Year	4 th Year
Athletic Director	(1)	4,835.49	5,485.20	6,130.10	6,786.97
Athletic Director-Assistant	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Badminton - G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Badminton - G Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Baseball - Head	(1)	4,348.83	4,993.73	5,641.04	6,281.12
Baseball- Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Baseball- J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Baseball- Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Basketball- B Head	(1)	4,348.83	4,993.73	5,641.04	6,281.12
Basketball- B Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Basketball- B J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Basketball- B Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Basketball- G Head	(1)	4,348.83	4,993.73	5,641.04	6,281.12
Basketball- G Assistant V	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Basketball- G J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Basketball- G Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Competitive Sport Cheer- G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Cross Country- B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Cross Country- G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Cross Country- B & G Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Football - Head	(1)	4,835.49	5,485.20	6,130.10	6,786.97
Football - Assistants	(8)	3,703.94	4,348.83	4,993.73	5,641.04
Football - Frosh	(2)	2,900.82	3,550.52	4,190.60	4,835.49
Golf - B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Golf - G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Lacrosse - G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Lacrosse - G Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Soccer-B-Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Soccer-B Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Soccer-B J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Soccer-B Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Soccer-G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Soccer-G Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Soccer-G J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Soccer-G Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Softball-G Head	(1)	4,348.83	4,993.73	5,641.04	6,281.12
Softball-G Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Softball-G J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49

()Number inside indicates number of teachers in this category at one school.

4.EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

ATHLETICS		1 st Year	2 nd Year	3 rd Year	4 th Year
Softball- G Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Swimming- B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Swimming-G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Swimming-Assistant J.V. or Diving	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Tennis-B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Tennis-G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Tennis- B Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Tennis-G Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Track-B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Track-G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Track Assistant	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Track-Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Unified Sport-Basketball (SPED/Gen Ed)	(2)	1,296.97	1,618.23	1,934.69	2,253.53
United Sport-Soccer (SPED/Gen Ed)	(2)	1,296.97	1,618.23	1,934.69	2,253.53
Unified Sport-Track (SPED/Gen Ed)	(2)	1,296.97	1,618.23	1,934.69	2,253.53
Volleyball-G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Volleyball-G Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Volleyball-G J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Volleyball-G Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Volleyball-B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Volleyball-B Assistant V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Volleyball-B J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Volleyball-B Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Water Polo-B Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Water Polo-B J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Water Polo-G Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Water Polo-G J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Wrestling-Head	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Wrestling-J.V.	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Wrestling-Frosh	(1)	2,900.82	3,550.52	4,190.60	4,835.49

()Number inside indicates number of teachers in this category at one school.

4. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

BAND		1 st Year	2 nd Year	3 rd Year	4 th Year
Band Director	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Band Assistant	(1)	3,229.26	3,878.95	4,521.45	5,168.73
Band Specialty	(2)	2,900.82	3,550.52	4,190.60	4,835.49
ORCHESTRA					
Orchestra	(1)	2,589.18	3,229.26	3,878.95	4,190.60
CADETS					
	(2)				
A Activities		2,900.82	3,550.52	4,190.60	4,835.49
B Activities		1,927.49	2,589.18	3,229.26	3,878.95
C Activities		978.13	1,296.97	1,618.23	1,934.69
CLASS SPONSORS					
Freshman Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91
Sophomore Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91
Junior Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91
Senior Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91

**Contract may be split into (2) Co-Sponsor Contracts

DEPARTMENT CHAIRS

Art	(1)	2,912.81	3,198.10	3,488.18	3,783.06
Career Technical Education	(1)	2,912.81	3,198.10	3,488.10	3,783.06
World Language	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Language Arts	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Mathematics	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Music	(1)	2,912.81	3,198.10	3,488.18	3,783.06
Physical Education	(1)	2,912.81	3,198.10	3,488.18	3,783.06
Science** (if only one Science Chair) OR					
**Natural Science (see asterisk if 2 Science Chairs)	OR (1)	2,912.81	3,198.10	3,488.18	3,783.06
**Physical Science (see asterisk if 2 Science Chairs)	OR (1)	2,912.81	3,198.10	3,488.18	3,783.06
Social Science	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Special Education	(1)	2,912.81	3,198.10	3,488.18	3,783.06
Nurse (As determined by health services)		2,912.81	3,198.10	3,488.18	3,783.06

*DEPARTMENT CHAIRS Effective—bargaining unit members currently receiving a Department Chair stipend for Natural Science, or Physical Science shall not be negatively impacted as a result of the 2017/18 revision to the EPES schedule so long as they continue to perform the duties and responsibilities in a satisfactory manner. Upon the relinquishment or release of the stipend of the employee, the stipend shall follow the most recent language of the Collective Bargaining Agreement and shall be paid accordingly.

**If a school site's Science Department determines that separate Department Chairs are necessary for both Natural Science and Physical Science, there will not be a single Science Department Chair, but two Chairs at the rate listed above.

()Number inside indicates number of teachers in this category at one school.

4. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

DRAMA FORENSICS		1st Year	2nd Year	3rd Year	4th Year
Drama-Head	(1)	3,229.26	3,878.95	4,521.45	5,168.73
Drama-Assistant	(1)	2,253.53	2,900.82	3,550.52	4,190.60
Forensics-Head	(1)	3,229.26	3,878.95	4,521.45	5,168.73
Forensics-Assistant	(1)	2,253.53	2,900.82	3,550.52	4,190.60
 PEP GROUPS					
Pep/Cheer Head	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Pep/Cheer Assistant V.	(1)	1,457.61	2,100.10	2,383.00	3,011.11
Pep/Cheer J.V.	(1)	1,457.61	2,100.10	2,383.00	3,011.11
Pep/Cheer Frosh	(1)	1,296.97	1,618.23	1,934.69	2,253.53
 PUBLICATIONS					
Publication/Media	(1)	3,229.26	3,878.95	4,521.45	5,168.73
Yearbook	(1)	3,229.26	3,878.95	4,521.45	5,168.73
 VOCAL MUSIC					
Vocal Music Head	(1)	2,900.82	3,550.52	4,190.60	4,835.49
Vocal Music Assistant	(1)	2,589.18	3,229.26	3,878.95	4,190.60
 STUDENT ACTIVITIES					
Campus Culture Director	(1)	4,835.49	5,485.20	6,130.10	6,786.97
Campus Culture Assistant	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Campus Culture Minor Asst	(1)	1,361.71	1,635.02	1,934.69	2,222.36

()Number inside indicates number of teachers in this category at one school.

4. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

ACADEMIC CLUBS (See list of academic clubs below)

ACADEMIC CLUBS	(6)	2,335.05	2,848.07	3,368.31	3,878.95
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Academic Clubs are defined as those student organizations that are academic in scope, field a team, and/or hold practices or regular meetings for the purpose of participating in a sanctioned event or competition sponsored by District/County/State Offices of Education and/or Local State/National Educational Associations.

Academic Decathlon

- Distributive Clubs of America
- Future Business Leaders of America
- Future Farmers of America
- History Days
- Junior Engineering & Technical Society (JETS)
- Math Competition

- Math, Engineering, Science Association (MESA)
- Mock Trial
- Model U.N. Program
- Science Fair
- Vocational Industrial Clubs of America

Other Club

Marimba Dancers (Roosevelt Only)	1,457.61	1,750.08	2,032.98	2,332.66
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Club Sponsors at senior high schools, who perform work equivalent to the regular rotational duties assigned senior high teachers, shall be excluded from such rotational duty.

()Number inside indicates number of teachers in this category at one school.

5. **EXTRA PAY AMOUNTS – ERMA DUNCAN POLYTECHNICAL
HIGH SCHOOL ACTIVITIES**

		1 st Year	2 nd Year	3 rd Year	4 th Year
All-Sports Director	(1)	2,330.26	2,843.28	3,361.12	3,871.76

CLASS SPONSORS

Freshman Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91
Sophomore Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91
Junior Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91
Senior Class**	(1)	2,912.81	3,488.18	4,080.34	4,650.91

**Contract may be split into (2) Co-Sponsor Contracts

STUDENT ACTIVITIES

Campus Culture Director	(1)	4,835.49	5,485.20	6,130.10	6,786.97
Campus Culture Assistant	(1)	3,878.95	4,521.45	5,168.73	5,801.65
Campus Culture Minor Asst	(1)	1,361.71	1,635.02	1,934.69	2,222.36

DEPARTMENT CHAIRSPERSON

Career Technical Education	(1)	2,912.81	3,198.10	3,488.18	3,783.06
World Language	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Health Science/Medical	(1)	2,912.81	3,198.10	3,488.18	3,783.06
Language Arts	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Mathematics	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Physical Education	(1)	2,912.81	3,198.10	3,488.18	3,783.06
Science	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Social Science	(1)	3,838.20	4,188.21	4,545.44	4,893.05
Special Education	(1)	2,912.81	3,198.10	3,488.18	3,783.06

FORENSICS

Forensics-Head	(1)	3,229.26	3,878.95	4,521.45	5,168.73
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PUBLICATIONS

Publication/Media	(1)	3,229.26	3,878.95	4,521.45	5,168.73
Yearbook	(1)	3,229.26	3,878.95	4,521.45	5,168.73

()Number inside indicates number of teachers in this category at one school.

5. **EXTRA PAY AMOUNTS – ERMA DUNCAN POLYTECHNICAL**

HIGH SCHOOL ACTIVITIES

		1 st Year	2 nd Year	3 rd Year	4 th Year
ACADEMIC CLUBS AND COMPETITIONS (See list below)	(8)	2,330.26	2,843.28	3,361.12	3,871.76

Academic Clubs are defined as those student organizations that are academic in scope, field a team, and/or hold practices or regular meetings for the purpose of participating in a sanctioned event or competition sponsored by District/County/State Offices of Education and/or Local/State/National Educational Associations.

- Academic Decathlon
- Distributive Clubs of America
- Future Business Leaders of America
- Future Farmers of America
- Math, Engineering, Science Association (MESA)
- Model U.N. Program
- Mock Trial
- Science Fair
- Vocational Industrial Clubs of America

		1 st Year	2 nd Year	3 rd Year	4 th Year
CADETS	(2)				
A Activities		2,900.82	3,550.52	4,190.60	4,835.49
B Activities		1,927.49	2,589.18	3,229.26	3,878.95
C Activities		978.13	1,296.97	1,618.23	1,934.69

()Number inside indicates number of teachers in this category at one school.

Summary of District Budget Investment Recommendations to the Board Addressing Items of Interest to FTA as of January 17, 2018

District budget investment recommendations to the Board include the following
Special Education items:

- 10 FTE - increase staffing for mode rate/severe adult programs (\$766,360)
- 2 FTE - Increase staffing to provide speech services (\$219,996)
- Improve teacher recruitment and retention efforts (\$89,000)

District budget investment recommendations to the Board include the following
Social and Emotional Support items:

- 5 School Psychologists - \$681,700
- 2 Credentialed Nurses - \$227,626
- 19 Licensed Vocational Nurses - \$952,755
- 9 High School Social Workers and 1 FTE support/oversite - \$1,150,000
- 1 FTE support for social emotional learning - \$116,000
- 6 FTE - CSA's for schools adjacent to parks - \$354,203
- .5625 FTE - Upgrade CA site support to 8 hrs - \$41,557
- 2 FTE - CSA's for Health Centers - 2 FTE \$112,434
- 8 Counselors for middle school (7) and high school support (1) - \$809,000
- Extending library hours in the amount of 2 hours at elementary schools for 3 days per week with literacy and math tutors available - \$2,630,000
- Alternative Education redesign to expand course offerings at Phoenix and DeWolf, Online Academy for 7-12 grade students, all alternative education sites to have full time social worker and professional learning for all staff on social/emotional learning strategies - \$750,000
- Implementation of African American Student Academic Acceleration Plan - Resource Counseling Assistants at 8 elementary sites and teachers at middle and high schools - \$742,000
- Additional social worker and academic counselor to support students and families in homeless shelters and foster youth programs - \$226,000
- The District proposes working together with FTA and existing local institutional partners to expand the tutoring programs

Total Investment: \$8,793,275

District budget investment recommendations to the Board include the following
Career Technical Education items:

- Construction Program planned for 2018-19 at Fresno High School with investment in facilities beginning in 2017-18.
- Industry partners/Trades experts will be identified to support the program and participate in program advisory committee (meetings will begin in the 2017/18 school year).
- Curriculum will be tied to industry (MC3 curriculum developed by the trades unions in California, ROP curriculum, etc.).

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