

**FTA/FUSD Tentative Agreement, June 5, 2014
2013-14 through 2015-16 w/Reopeners
>>Revised Copy: Art 16 Eval Added**

FTA Counter Proposal: PROPOSED TENTATIVE AGREEMENT

FTA NEGOTIATIONS

March 19, 2014

3/17/14
FTA
3/19/14

ARTICLE 4 – EARLY CHILDHOOD TEACHERS AND WORKING CONDITIONS

1.0 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.

2.0 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 the option, after consulting with the principal, of scheduling 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. ~~shall have at least a thirty (30) minute continuous block of time within each four (4) hour preschool class section for the purpose of preparation and planning. No class instruction shall be longer than three (3) hours. 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.~~

3.0 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.

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4.0 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.

5.0 Vacation, Holidays and Sick Leave

5.1 Vacation Allowance - Child Development Center Teachers:

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

Period of Employment	Allowance in Working Days for 10-Month & 12-Month Employees	
	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

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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: On the theory that vacation is given annually for recreation and relaxation of the employees, it shall not be permitted to accrue for the purpose of taking extended vacations.~~
 - 5.5.1 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.

6.0 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

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- 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.

7.0 SICK LEAVE

7.1 Preschool 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.

8.0 Class Size

7.3 All early childhood classrooms shall maintain a class size equivalent to or less than the guidelines outlined by the California Department of Education.

8.0 ADDITIONAL COMPENSATION

- 8.1 ALL Lead and Pace Lead Teachers shall receive an additional \$1.00 per hour.
- 8.2 Center Supervisors will receive an additional \$4.00 per hour.
- 8.3 PACE Lead Teacher will receive an additional \$1.00 per hour.

NOTE: The caption on the Preschool Teacher Salary Schedules at page 106 of the District/FTA agreement shall be changed from "Pre-School Teachers" to "Pre-Kindergarten Teachers."

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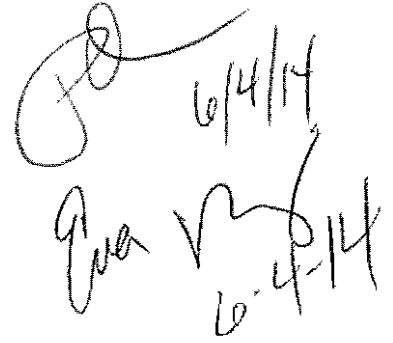
FRESNO UNIFIED SCHOOL DISTRICT

DISTRICT COUNTER-PROPOSAL

FTA NEGOTIATIONS

February 13, 2014

ARTICLE 5 – CLASS SIZE


6/4/14
6-4-14

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

1. Staffing Ratios

1.1 Staffing ratios shall be based upon the following teacher-pupil ratios:

1.1.1 **K-3** Progress-1:24 effective 2014-2015

1.1.2 Grades 4-6 1:30

1.1.3 Grades 7-8 1:29

1.1.4 Grades 9-12 1:31

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 1.2 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

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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 computations, 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 local/instrumental music, drama, physical education, 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 instructional days have elapsed for Grades 4-6, and by the first reporting period for the core curriculum classes (Math, English, Science and Social Science) for Grades 7-12.

2.1.3.1 Within five (5) working days of receiving a written request by affected teachers(s), the Site Administration shall provide a written explanation regarding any classes that exceed the individual class size guidelines 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 student 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 full-day Kindergarten classes and for teachers assigned to grades 7-12 core curriculum classes. Such mitigation may include, but not be limited to, student reallocation and/or classified instructional aides.

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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 instruction program. This provision shall not be construed to constitute license for such agreed upon variance to affect the staffing ratios/maximum class size guidelines of other teachers not directly involved with this variance.

4. Combination Classes

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

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

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

4.4 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.

4.5 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.

Updated 6/4/2014

FRESNO UNIFIED SCHOOL DISTRICT

DISTRICT COUNTERPROPOSAL

Mediation

March 21, 2014

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3/21/14
Eva
3/21/14

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 District Continuum of Standards for the Teaching Profession, which includes the CSTP Indicators (District CSTP Continuum)**, will serve as a guide for reflective practice, continuous improvement, and 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 ~~Effective beginning the 2005-2006 school year,~~ 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.

ARTICLE 16

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- 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 California Standards for the Teaching Profession (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 District CSTP Continuum of Standards for the Teaching Profession 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 Education Code, the California Standards for the Teaching profession, and standards in the CSTP and the District CSTP Continuum of Standards for the Teaching Profession.

3. **Criteria for Evaluation:**

3.1 The criteria for evaluation shall be based on the Education Code, the California Standards for the Teaching Profession ("CSTP"), Sections 44660 - 44665 (Stull Act), the CSTP and the District CSTP Continuum of Standards for the Teaching Profession.

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; and other measures of student achievement that are rigorous and comparable across schools within the District. Twenty percent (20%) of the evaluation will be based on student growth/achievement measured by using assessments that are predominantly teacher designed including grades, portfolios of student work, student outcomes on pre/post tests, multiple

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~~formative assessments, end of course tests, and other objective, performance-based assessments developed by Accountable Communities, as well as other measures of student growth/achievement that are rigorous and comparable across schools within the District for all students including English learners and students with disabilities. Along with teacher designed assessments of student growth/achievement, State assessments such as the SBAC where applicable and other indicators of professional practice within the academic, social/emotional, and school culture/climate domains will be used to determine teacher effectiveness in assessing students for learning under CSTP 5 which will constitute 30% of the overall evaluation (i.e., 20% based on a minimum of four student assessments and 10% on teacher practice).~~

3.3

~~Assessment shall be based on reflection, observation, documentation, and conference in relation to measuring and optimizing student academic growth the effectiveness of professional practice and growth in student learning as a significant factor. The utilization of student growth/achievement criteria in conducting teacher evaluations will be phased in over a period of two school years as follows:~~

~~3.3.1 During the 2014-15 school year, data generated from multiple measures of student growth/achievement will be included as part of the criteria used in conducting teacher evaluations for demonstration purposes only and without affecting any of the ratings a teacher receives on his/her preliminary or final evaluation.~~

~~3.3.2 During the 2015-16 school year, data generated from multiple measures of student growth/achievement will be formally included among the criteria utilized for all teacher evaluations.~~

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 District CSTP Continuum of Standards for the Teaching Profession.~~

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 for optimum and optimizing student academic growth.~~

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- 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 the 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 ~~District CSTP~~ Continuum. of ~~Standards for the Teaching profession~~ 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.

5.0 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 fifteen (15) work days of any prior observation, unless there is an instructionally related reason.**

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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 6-4 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.

6.0 Formative and Summative Evaluation Procedures and Timelines

6.1 A formative preliminary-evaluation shall be completed prior to the end of the first semester. If the formative preliminary-evaluation rating for a permanent unit member indicates that the 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 final evaluation shall be submitted to the unit member 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 noted by the evaluator on the form, along with the date on which the document was provided to the unit member.
- 7.0** The District and the Association, as needed, shall jointly develop evaluation forms which conform to the provisions of this Article.
- 8.0** The evaluation procedures delineated in this Article do not apply to Nurses, Speech/Language Pathologists, and Librarians.

SECTION 2 – Peer Assistance and Review

Omitted.

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**

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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 District 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 District 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 District CSTP Continuum.

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ARTICLE 18 — FRINGE BENEFITS — **Revised Copy** **FRS 16 Eval Added**

Handwritten signatures and dates: 6/15/14 and 6/4/14

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 contracted specifications 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 ~~January 10~~ **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 agendaing 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

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ARTICLE 18 — FRINGE BENEFITS — ~~FRESNO UNIFIED MEDICATION~~ **Revised Copy Art 16 Eval Added**

- 2.6.4. 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. Beginning with the 2005-2006 school year, the District's initial contribution to the Health Fund shall be the actual Health Fund expense (not including IBNR's) as reflected in the 2004-2005 unaudited actuals. The District's contribution rate per eligible employee shall be determined by dividing the total actual 2004-2005 health and welfare expenditures by the average number of eligible employees in the Health Plan in 2004-2005. The District shall contribute the~~

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same per eligible employee amount for the average number of all eligible active employees unrestricted funded, restricted funded, and special education funded, in the Health Plan in 2004-2005. Beginning in the 2013-14 school year: **In the 2014-15 school year, the District shall increase the annual contribution to the health fund for each active eligible employee, from \$13,649 to \$14,674, an increase of \$1,025. Beginning in the 2014-15 school year the district's contribution shall be \$14,674 per active benefitted employee, and benefitted early retiree. Following the District's initial contribution as set forth above The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.**

~~3.1.1. Beginning in the 2013-14 school year the district's contribution to the health fund shall be one-half 25% of the contribution per active benefitted employee for each \$14,674 per active benefitted employee and benefitted Early Retiree. This rate shall increase in the 2014-15 school year to 40%, and shall increase to 50% in the 2015-16 school year and every year thereafter~~

~~3.1.1.1. An early retiree shall be defined as any employee who has retired from the district, receives health benefits as a retiree and is not yet age 65 or receiving Medicare.~~

~~3.1.2. For example, assuming the following:~~

~~3.1.3. Total eligible active employees (all funding sources)
=7113 Total District expenditures for health and
welfare for 2004-2005 (all funding sources) =
\$97,085,337~~

~~3.1.4. District contribution amount per eligible active employee = \$13,649~~

~~3.1.5. Current medical IBNR's shall remain as IBNR's in the Health Fund.~~

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 (H) above. Such action shall negate the shortfall within the fiscal year.

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- 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 (C) and (D) 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 2006-2007 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 that the annual contribution per each active eligible employee shall not decrease year to year.**
- 5.2. ~~The parties shall utilize the BRL as set forth in the Governor's May Revise if the final State Budget Act BRL is not known in time to implement effective July 1. The contribution to the Health Fund shall be adjusted (up or down) based on the final BRL percentage, as defined in paragraph (A) immediately above, contained in the State Budget Act.~~
- 5.3. The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section 2 paragraph H "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).
- 5.4. ~~For example, assume the new (year two) statewide average BRL increase is 3.5%,~~

~~and a calculation of the District's effective BRL increase is 3.0%, based on the actual, realized dollar increase in BRL income. Assume the prior school year (year one) District contribution to the Health Fund was \$55 million (unrestricted). Assume health and welfare costs increase by 10% (by \$5.5 million). The District's contribution would be increased by \$1.65 million (\$55 million multiplied by 3%). The JHMB would be responsible for implementing changes necessary to generate an additional \$3.85 million (\$5.5 million minus \$1.65 million = \$3.85 million).~~

~~5.4.1. NOTE: The example in D above assumes that the same number of eligible active employees is in the Health Plan in years one and two. However, the precise calculation would be based on the number of eligible active employees in the Health Plan for year two multiplied by the District's contribution amount per eligible active employee (see 2005-2006, "Plan Design" paragraph C above); as such contribution amount has been increased by the hypothetical 3%. The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section 3 of this Article "Health Fund."~~

~~5.5. COMPENSATION: The parties agree that the increased dollar amount already contributed to the Health Fund in year two as set forth above, shall automatically be deducted from the additional BRL dollars actually received by the District that are available for negotiations over potential salary increases for the applicable school year.~~

~~5.5.1. Notwithstanding the provisions of paragraph E immediately above, the parties agree that the District will increase its contribution to the health and welfare fund pursuant to this Article 18 of the Agreement for the 2006-2007 and 2007-2008 school years; however, there will be no separate deduction of this amount from the salary increases set forth in Article 50.~~

~~5.6. The foregoing BRL contribution to the Health Fund shall continue in effect upon expiration of this three-year Agreement until the parties reach agreement on a successor negotiated contract.~~

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

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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)*
 - 6.1.2.5. *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.
 - 6.1.2.6. 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.
 - 6.1.2.7. 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.

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- 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 (57.5) in accordance with the other provisions in this article.
- 6.8. Eligible bargaining unit members hired after June 30, 2005, who retire after the age of fifty(50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age sixty (60) in accordance number 6.1.2 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

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8.

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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: ~~The following first four clarifications shall apply to §11 employees and retirees who are not cross-covered as set forth in paragraph 3 above. The fifth bullet applies to all employees and retirees including those who are cross-covered as set forth in paragraph 3 above.~~

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 \$100 emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).

~~7.5.4. The \$10/\$35 (Generic/Brand) prescription co-pays assumes the same \$10/\$35 co-pay for a 30-day maximum supply at retail, 90-day, or a 180-day (maintenance only) maximum at mail-order.~~

7.5.5. 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.

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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. Effective April 1, 2011 the following monthly contributions and assessment shall apply:

~~7.6.1. All Eligible Active Employees and Eligible pre-65 Year-old Retirees~~

~~7.6.1.1. Employee Only — Plan A \$60 — Plan B \$30~~

~~7.6.1.2. Employee + Children — Plan A \$75 — Plan B \$40~~

~~7.6.1.3. Employee + Spouse — Plan A \$120 — Plan B \$60~~

~~7.6.1.4. Employee + Family — Plan A \$130 — Plan B \$70~~

~~7.6.2. All Eligible Active Employees and Eligible Retirees Up to Age 75~~

~~7.6.2.1. 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.~~

~~7.7. Effective April 1, 2011, the following shall be in effect:~~

~~7.7.1. Calendar Year Annual Deductible:~~

~~7.7.1.1. Plan A \$250/\$500 in-network (individual/family)~~

~~7.7.1.2. Plan B \$250/\$500 in-network (individual/family)~~

~~7.7.1.3. Plan A \$750/\$1,500 out-of-network (individual/family)~~

~~7.7.1.4. Plan B \$750,\$1,500 out-of-network (individual/family)~~

~~7.7.2. Co-Insurance~~

~~7.7.2.1. Plan A 90% in-network~~

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- ~~7.7.2.2. Plan B — 80% in-network~~
- ~~7.7.2.3. Plan A — 70% out of network~~
- ~~7.7.2.4. Plan B — 60% out of network~~
- ~~7.7.3. Annual Out-of-Pocket Maximum~~
 - ~~7.7.3.1. Plan A — \$2,000/\$4,00 (individual/family)~~
 - ~~7.7.3.2. Plan B — \$5000/\$10000 (individual/family)~~
- ~~7.7.4. Lifetime Maximum~~
 - ~~7.7.4.1. \$1.5 million~~
- ~~7.7.5. Emergency Room~~
 - ~~7.7.5.1. \$100 (waived only if admitted, eliminates \$500 accident benefit)~~
- ~~7.7.6. Urgent Care Facility Co-pay~~
 - ~~7.7.6.1. \$35.00~~
- ~~7.7.7. Outpatient Surgical Procedures Co-pay~~
 - ~~7.7.7.1. \$100~~
- ~~7.7.8. Doctor Office Co-pay~~
 - ~~7.7.8.1. Plan A — \$15~~
 - ~~7.7.8.2. Plan B — \$25~~
- ~~7.7.9. Prescription Co-pay~~
 - ~~7.7.9.1. \$10 Generic~~
 - ~~7.7.9.2. \$35 Name Brand~~
 - ~~7.7.9.2.1. 30-90 days Max Retail~~
 - ~~7.7.9.2.2. 180 Days (Maintenance Only)~~
- ~~7.7.10. Eliminate coverage for non-sedating antihistamines (now available over the counter)~~
- ~~7.7.11. Eliminate coverage for proton pump inhibitors (now available over the counter)~~

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~~7.7.12. Chiropractor Office Visit Co-pay~~

~~7.7.12.1. \$5~~

~~7.7.12.1.1. 28 Visits~~

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**FRESNO UNIFIED SCHOOL DISTRICT
TO THE FRESNO TEACHERS ASSOCIATION**

June 4, 2014

ARTICLE 20 - HOURS - BARGAINING UNIT MEMBERS

Handwritten signatures and dates:
6/4/14
6/4/14

1. DEFINITIONS

1.1 Work Day: Unit members shall have a work day of ~~no less than~~ 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 ~~7.5-7.0~~ 7.0 hours (420~~450~~ 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 52, Section I, for a total of 54 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 54 hours. Any time allocated to Professional Learning/Accountable Communities after 7 hours (420 minutes) shall be credited toward the completion of the 54 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 and preparing and selecting instructional materials.

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- 2.1.32 Reviewing and evaluating the work of ~~pupils~~ students
- 2.1.43 Preparation for and communicating and conferring with pupils, parents, staff and administrators. Parents should be kept ~~Communicate regularly with parents/guardians in order to keep them~~ 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
- 2.1.54 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals
- 2.1.65 Maintaining appropriate records
- 2.1.76 Supervising ~~pupils~~ students both within and outside the classroom on an equitable basis as delineated elsewhere in this article
- 2.1.87 Supervising instructional aides, when assigned
- 2.1.98 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.
- 2.1.109 Attending faculty, departmental and grade-level meetings called or approved-scheduled by the site administration in conformance with the following provisions: [FORMERLY SECTION E] 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 meeting at any time when necessitated by emergencies after obtaining clearance from the appropriate Division Superintendent or designee and upon providing notice of such meetings at the earliest feasible time. [FORMERLY SECTION E.3]
- 2.1.110 Independent study and otherwise keeping current with developments within their areas or subjects of assignment
- 2.1.121 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

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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, but not limited to the following:

2.3.1 Back to school night, open house, parent conferences and ~~report card preparation program development, and professional growth activities, and student supervision (including supervision at co-curricular or extra-curricular activities)~~

~~2.4.2 Attending faculty, departmental, and grade level meetings called or approved by the site administration in conformance with the following provisions:~~

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 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.

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- ~~1.6 — Preparation time, as delineated in this article, is to be used for professional duties including but not limited to preparation for class and conferences with parents, students, and staff members. during this time, it is anticipated that each teacher shall make appropriate daily and long-range plans for his/her classroom teaching, which include goals and objectives for the year's instructional program.~~
- ~~1.7 — Teachers may be required to attend in-service meetings which occur during the professional work day. In-service meetings outside the professional work day shall be voluntary. Mileage allowance shall be provided teachers who must travel to required inservice meetings.~~

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 Of the 7 hours per duty day that must be utilized for the purposes set forth in 1.2 above, unit members serving as full-time classroom teachers may be assigned to perform advising duties.

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

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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 Sections 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

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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, Carver, Lawless, 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 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 ~~27 hours/semester~~ fifty-four (54) hours per year pursuant to ~~Section 2(E) 1.3~~ Section 2(E) 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 inservice training, and the "roll-out" of new curricular materials, such as new textbook adoptions etc.

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

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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 = 7.0 Hours 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

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Sample Schedule: Non-Individual Preparation Days

8:05 – 4:05 (1 hour of the 27 hours semester <u>54 hours per year</u>)		
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	Includes, but not limited to: Professional Learning/Accountable Communities Collaboration, Grade Level Meeting, Roll-Out, Mandated In-service, Etc. 105 minutes
Total	310 minutes	

- 5.2.4 Grades 7 and 8 at Baird, Bullard Talent, ~~Carver, Lawless,~~ 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. ~~Nothing herein affects or in any way modified the instructional hours of teachers or configuration of the student instructional day at a kindergarten through grade 8 schools that operate as elementary schools at all grades, such as Sunset.~~
- 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.

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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).

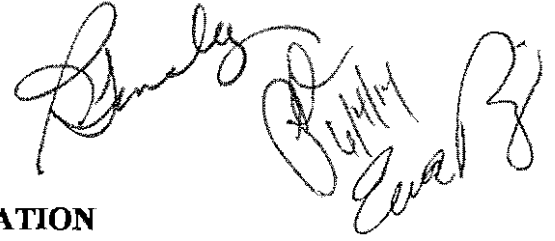
6. ALTERNATIVE SCHEDULING

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 the professional work day per day. Other blocks of the professional work day shall be no shorter than thirty (30) minutes.

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JUNE 4: FTA ACCEPTS DISTRICT LANGUAGE OF FEBRUARY 13, 2014
> Revised Copy: Art 16 Eval Added

**FRESNO UNIFIED SCHOOL DISTRICT
DISTRICT COUNTER-PROPOSAL
February 13, 2014**



For GE Teachers:

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.

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**FRESNO UNIFIED SCHOOL DISTRICT
DISTRICT COUNTER-PROPOSAL
FTA NEGOTIATIONS
June 5, 2014
ARTICLE 50 – SALARY**

[Handwritten Signature]
[Handwritten Signature] 6/4/14
[Handwritten Signature] 6/5/14

- ~~1. For the 2010-2011 and 2011-2012 school years: The 2009-2010 salary schedule shall be reduced in direct proportion to the reduction in the duty year as set forth in Article 14. The parties agree that this three (3) day reduction is equal to a salary schedule reduction of 1.6215%.~~
- ~~A. Upon completion of the 2011-2012 school year, the salary schedule shall automatically revert to the 2009-2010 schedule based on 185 days pursuant to the configuration set forth in the current negotiated agreement unless agreed to otherwise by the parties in a new negotiated agreement.~~

See ARTICLE 60 TERM:
Reopener on Salary for

1.A SALARY SCHEDULE INCREASES

1.1 For 2013-2014, all salary schedules shall be increased by 2.7% effective July 1, 2013

1.2 For 2014-2015, all salary schedules shall be increased by 3.5% effective July 1, 2014.

1.3. Professional Learning Column. The District will add Class V to the Basic Salary Schedule providing a 3% increase to the Class IV Column to any teacher who completes 9 semester units provided through the District's Professional Learning Department no sooner than July 1, 2015. Eligibility agreement below:

1.3.1.1 To be eligible for Column V, a unit member must be at Class IV on the Basic Salary Schedule;

1.3.1.2 Unit members must complete a total of 9 units of professional learning by taking courses provided through the District's Professional Learning Department;

1.3.1.3 The teacher shall move to Column V beginning in the school year after the unit member completes all 9 units;

1.3.1.4 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.

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- 1.3.1.5 The District and the Association will establish a joint committee to monitor the implementation of the Professional Learning Column.
- 1.3.1.6 The parties understand and agree that the Professional Learning Column shall terminate if, for any reason, there exists an inability for full funding of the stipend through the Local Control Funding Formula or any successor legislation.

1.4.1 Stipends shall be established for teachers actually serving in a position in the following areas:

1.4.1.1 Special Education classes (including RSP), and Speech and Language Therapy: \$1500 per year.

1.4.1.2 Bi-lingual classes: \$500 per year.

1.4.1.3 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.

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).

3.1A. 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.

3.2B. 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 "1" days. Unit members on any of the above 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

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herein shall not foreclose the parties from negotiating other configurations in the future.

- 3.3C. 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

4.1A. 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 ~~Effective July 1, 2000,~~ 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.B. A teacher new to the Fresno Unified School District with previous teaching experience in an accredited school in grades Kindergarten through twelve will be given credit for one level for each year of teaching up to the maximum on the salary schedule, except that only up to five years of such service credit shall be credited service for career increment purposes. Career increment of 1.6% 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

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

5. RULES GOVERNING UNITS FOR ADVANCEMENT

5.1 A. All college semester units must be earned after receipt of the Bachelor's Degree.

5.2 B. All units, except those specifically provided hereinafter, must be acquired from an accredited college, or a university accredited by a regional college accrediting agency unless District approval is obtained.

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5.3 C. One-third of all units above the Baccalaureate Degree shall be in the teacher's principal subject-matter area which shall include his/her teaching major, teaching minors, his/her undergraduate major and minor (if a teaching area) and those subjects which he/she has been assigned to teach or appropriate to professional educational goals. The balance of units must be acceptable for a planned degree or credential, or must be in other subject-matter areas professionally related to the teaching field. For elementary school teachers, the major subject-matter area may be a diversified academic major for specialization in elementary teaching only as established by the State Board of Education. It will consist of a variety of academic subject-matter courses which recognize the need for elementary teachers to have generalized preparation.

5.4 D. To receive credit for units, all college and university work must be submitted to the Division of Human Resources/Labor Relations for consideration and approval. All units earned beyond the Bachelor Degree must be upper division or graduate unless approval has been granted to include a specified lower division course, or courses, prerequisite or otherwise essential to the teacher's program of post-baccalaureate studies. Lower division courses in Mathematics, Foreign Language and Physical Science not included in a teacher's undergraduate program may generally be considered an essential part of a teacher's program of improvement.

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

6. ADVANCEMENT FROM ONE CLASS TO ANOTHER

6.1 A. In order to advance from one salary class to another, a transcript or grade cards containing credits must be presented to the Division of Human Resources/Labor Relations prior to AUGUST 31 OF EACH CALENDAR YEAR. Any teacher 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 B. Only units earned after receipt of the Bachelor's Degree shall be considered for advancement to a higher classification.

6.3 C. In advancing to a higher class, a teacher unit member shall be given full credit for each level previously earned. **Tentative Agreement-PAGE 42**

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6.4 D. A teacher shall not be advanced to a higher class until the succeeding school year.

6.5 E. Fifteen (15) college semester units may be earned for advancement on the basic salary schedule during the period from September 1 to August 31. Only one classification move per year is allowed unless by prior approval by the District's Division of Human Resources/Labor Relations. Caution should be exercised in not taking too heavy a load during the time school is in session as a teacher's primary responsibility is to the contract assignment. This rule does not apply to a certificated employee on leave of absence for study.

6.6 F. District credits may be earned through courses taught by the Fresno Adult School which are organized in cooperation with the Instruction Division, and which are directly connected with the improvement of teaching in the Fresno Unified School District.

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 inservice class.

6.7 G. No more than four (4) District credits may be applied toward the fifteen (15) units necessary in advancement on the Basic Salary Schedule from one class to another.

7. GENERAL PROVISION APPLICABLE TO BASIC SALARY SCHEDULE

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

7.2 B. In accordance with State law, the Board of Education reserves the right, in case of emergency or shortage of funds, to close the schools prior to the date announced in the calendar and to pay teachers such part of the annual salary as the days of service rendered bear to the annual announced school term.

7.3 C. All probationary and permanent teachers shall be paid in twelve (12) equal installments beginning the last Work Day of August. Installments are paid on the last working day of each calendar month thereafter until the full amount earned shall have been paid, except that upon the resignation of a teacher, an official following his/her resignation, he/she shall receive the remainder of salary due him/her in one final payment.

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7.4 D. No salary payment will be made after the second month of employment until all required personnel records are placed on file in the Division of Human Resources/Labor Relations.

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

7.7 F. Overpayment:

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.7.4 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.

7.7.5 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.

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7.8

**CERTIFICATED EMPLOYEES FACTOR PLACEMENT
SCHEDULE**

(Factor Placement on Schedule "A")

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

ARTICLE 50 7.9 1. All certificated employees shall be placed on Salary Schedule A according to years of experience and training.

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7.10 ~~2.~~ The factor amount is determined by dividing the total number duty days of a longer work year by the standard number of duty days for classroom teachers. The intent is to keep per diem amounts the same while maintaining the proportional differences between standard and longer duty years. Therefore, the factor shall change if the negotiated standard duty year (i.e. divisor) changes. The annual salary for each type of position will be determined by applying the annual salary placement factor times placement on Salary Schedule A, and adjusted to keep per diem amounts uniform.

7.11 ~~3.~~ The Doctorate, BA + 90, MA, and National Board Certification and Career Increment additional sums shall be applicable to all certificated personnel on placement factors. The additional sums shall be added to the salary determined by the annual salary placement factor times placement on Salary Schedule A.

8. CHILD DEVELOPMENT CENTER AND PACE TEACHERS

8.1.1 All Child Development Center Teachers will be placed on the salary schedule the appropriate step.

8.1.2 In order to advance from one salary class to another, a transcript or grade card next higher class will be made as of July 1.

8.1.3 All units for salary advancement, except those specifically provided hereinafter

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8.1.4 District credits may be earned through courses taught by the Fresno Adult School which are organized in cooperation with the Instruction Division and which are directly connected with the improvement of teaching in the Fresno Unified School District. One unit of District credit shall be awarded upon successful completion of a course, provided a teacher has fulfilled no less than sixteen (16) hours of participation. District credit may be applied to salary advancement; however, these units are not transferable to another District nor will they satisfy permit or credential requirements. No District credit may be earned by a teacher being paid for teaching a District credit class or inservice class.

Moved to Article 4

~~5. Lead Teachers will receive an additional 25 cents per hour. Center Supervisors~~

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

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

ARTICLE 50

8.1.7 Children Center Permit is required for Class I, II, III, and IV. Class V requires

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9. EPES RULES FOR ADVANCEMENT

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

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.

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*FTA
3-19-14*

ARTICLE 47/52/54/62 - A - MAR 19, 2014

These Articles COMBINED
for easier interpretation
and implementation

54 FTA COUNTER-PROPOSAL

NEW ARTICLE 47/52/54/62 - SHARED-DECISION PROCEDURES

1.0 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 professional 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.

1.1.2 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.

2.0 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.

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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.

3.0 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 request for a waiver of Agreement is to be initiated by petition filed by the site administration, or 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.).

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**FRESNO UNIFIED SCHOOL DISTRICT
DISTRICT COUNTER-PROPOSAL
FTA NEGOTIATIONS
June 5, 2014
ARTICLE 60 – TERM OF AGREEMENT**

[Handwritten signatures and dates]
6/5/14
6/5/14

1. **This Agreement shall remain in full force and effect from July 1, 2013 through June 30, 2016.** All other Articles, as well as any other terms and conditions, contained in the parties' 2010-2012 Collective Bargaining Agreement as extended herein through June 30, 2013 shall remain status quo and are hereby incorporated into this 2013-2016 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. This agreement shall be closed; there shall be no negotiations between the parties for the 2014-2015 school year, except as follows:
 - 2.1.1 If there is a change in federal or state law through legislative, judicial, administrative or other action during or applying to the 2014-2015 and/or 2015-2016 school years which has or could impact the terms and conditions set forth in this Agreement, or there is an increase or decrease in the district unrestricted revenue, either party may reopen negotiations for the 2014-2015 school year on specific provisions of the Agreement which are or could be affected by such action. Negotiations will begin within ten (10) school days after either party makes a request.
 - 2.2. **The parties agree that for the 2015-16 school year that they shall have the right to reopen on Article 50: Salary plus one non-economic article chosen by each party.**
 - 2.3. Not later than one hundred (100) days prior to June 30, 2016, the parties shall exchange in writing their proposals for 2016-2017 successor contract negotiations. The Board shall then schedule public meetings as appropriate and necessary to comply with the public notice ("sunshining") requirements set forth in Board Policy. Thereafter, the parties shall meet and negotiate over the 2016-2017 successor contract.

3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation.

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4. All provisions of the previous FTA-FUSD Agreement not modified by the 2013-2016 successor agreement shall remain in full force and effect.

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FTA: ACCEPT TENTATIVE AGREEMENT

Between

FRESNO UNIFIED SCHOOL DISTRICT and FRESNO TEACHERS ASSOCIATION

MARCH 19, 2014

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.

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

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regarding a particular student's history is confidential and shall not be further disseminated by the unit member.

- 3.2 The District shall 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.

[MOVED TO 1.3 ABOVE.]

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.

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FRESNO UNIFIED SCHOOL DISTRICT
TO THE FRESNO TEACHERS ASSOCIATION

June 4, 2014

NEW ARTICLE ___ - DESIGNATED SCHOOLS

[Handwritten signatures and dates: 6/4/14, 6/5/14]

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

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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 52, 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 as soon as reasonably practical within five (5) calendar days after the ratification by the Association and Board approval. By the last day of the 2014-15 duty year and the last day of each duty year thereafter, all affected unit members at designated schools shall be notified as to the length of their subsequent duty year.

1.1.6 For the 2014-15 school year, no more than twenty-one (21) hours shall be scheduled prior to the start of the school year, unless by a majority vote of the certificated unit members at a designated school site agree to exceed twenty-one (21) hours.

1.2 Duty Day

1.2.1 For all affected unit members at the designated schools, the number of instructional minutes within the 7.0 hour duty day as defined in Article 20, section 1.2, will be increased by one-half (.5) hour. Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half (.5) hour.

1.2.2 The one-half (.5) increase as set forth in 1.2.1 above, shall be utilized for the purpose of providing additional direct instruction to students.

¹ 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 Article 1.1.1.

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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 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 LCPF or successor legislation.