

WORKING FROM FTA COUNTER OCTOBER 22, 2013

ARTICLE 50 - SALARY

1. Salary Schedule Increase:

- 1.1. For the 2012-2013 school year all salary schedules shall be increased by 2%, effective July 1, 2012. All bargaining unit members shall receive a one (1) time payment equal to 2.7% of their salary as of June 30, 2013.
- 1.2. For the 2013-14 school year all salary schedules shall be increased by 7 6%, effective July 1, 2013.
- 1.3. For the 2014-15 school year all salary schedules shall be increasec by 9.5%, effective July 1, 2014.

~~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%.~~

- 1.4. ~~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.~~
- 1.5. ~~Stipends Effective 2007-2008:~~ Stipends shall be established for unit members actually serving in a position in the following areas:
 - 1.5.1. Special Education classes (including RSP), and Speech and Language Therapy:
 - 1.5.1.1. \$1500 per year.
 - 1.5.1.2. Bi-lingual classes: \$500 per year.
 - 1.5.1.3. 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) Contracts: The EPES schedules shall be increased by the same percentage as applies to schedules effective July 1 of~~

the following year:

3. Extra Pay Contracts

3.1 Extra Pay for Instructional Service (EPIS) shall be defined as pay that is given to any unit member who performs instructional services above the contractually required instructional time delineated in the Article 20 – Hours.

3.1.1. Any unit member who agrees to instruct a class and/or tutor students during their assigned prep period or after their contractual duty day, shall be compensated at 1/5 his/her daily rate of pay.

3.1.2 Any unit member who is forced to increase their instructional load as a result of deployment of students from a class where a substitute has not been provided shall be compensated at a percentage of the daily rate of a substitutes pay equivalent to the number of classes impacted by such deployment.

3.2 Extra Pay for Non-Instructional Service (EPNS) shall be defined as payment for services which do not involve direct instruction of students for either enrichment or remediation. These services shall include, but not be limited to, coaching, class sponsorships, clubs, etc, as currently delineated in the collective bargaining agreement as 'Extra Pay Amounts'.

3.2.1 Beginning with the 2014-15 school year, the Extra Pay for Extra Services (ESPS) schedules for all secondary positions shall be doubled. ESPS schedules for all elementary positions shall be tripled.

~~ORIGINAL SECTION 3: SUSPEND LANGUAGE (BELOW) PURSUANT TO ARTICLE 14~~

~~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).~~

~~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.~~

~~Three (3) reimbursable staff development days shall be conducted during the~~

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

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

4. Rules Governing Placement Upon the Salary Schedule

- 4.1. A teacher new to the Fresno Unified School District, without previous experience, shall be classified according to the requirements stated in Schedule A and shall be placed on the appropriate level. For unit members 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. Unit members holding an Emergency Permit, Intern Permit, or Waiver shall be placed on level 0.
 - 4.1.1. ~~Effective July 1, 2000,~~ Unit members 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. (***PLEASE EXPLAIN: DOES THIS PERTAIN TO THE ADULT SCHOOL SCHEDULE?***)

- 4.2. A teacher new to the Fresno Unified School District with previous teaching experience in an accredited school in grades Kindergarten through twelve shall 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.~~
- 4.3. A 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.
 - 4.3.1. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five years of service credit shall be granted for out-of-District service.
 - 4.3.2. Any exception to give credit for more than year-for-year must be with Board approval in closed session. The names shall be placed on the consent agenda at the following Board meeting after notification to the Association.
- 4.4. 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.
- 4.5. A new unit member employed for less than employed for 50% or less of the school year by entering the Fresno Unified School District in mid-year shall be at paid his/her salary at the initial rate of pay for the remainder of that school year and the subsequent school year. during the first year and one-half.
- 4.6. 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.
- 4.7. 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.

- 4.8. 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)
- 4.9. 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.
- 4.10. A teacher who is hired by the District in a K-12 program shall be given salary placement credit for previous teaching experience in Fresno Adult School program whose funding is based on average daily attendance.

5. Rules Governing Approval of Units for Advancement

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

improvement.

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

6. Advancement From One ~~Class~~ Column to Another

- 6.1. In order to advance from one salary class to another, a transcript or grade cards containing credits must be presented to the Division of Human Resources/Labor Relations prior to AUGUST 31 OF EACH CALENDAR YEAR.
 - 6.1.1. 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.
 - 6.1.2. A unit members working as an Early Childhood Professional shall present ~~In order to advance from one salary class to another,~~ a transcript ~~or grade card containing~~ of credits ~~must be presented~~ to the Division of Human Resources/Labor Relations prior to June 30 of each calendar year. Advancement on the salary schedule. ~~When all class requirements are completed, advancement to the next higher class will~~ shall be made as of effective July 1.
- 6.2. Only units earned after receipt of the Bachelor's Degree shall be considered for advancement ~~to a higher classification.~~
- 6.3. In advancing to a higher column ~~class~~, a ~~teacher~~ unit member shall be given full credit for each level previously earned. **(*DISTRICT – WHAT IS THE PURPOSE OF THIS STATEMENT?)**
- 6.4. A teacher shall not be advanced to ~~a higher class~~ the next higher column until the succeeding school year.
- 6.5. ~~Fifteen (15) college semester units may be earned for advancement on the basic salary schedule during the period from September 1 to August 31.~~
 - 6.5.1. ~~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.~~

~~6.5.2. This rule does not apply to a certificated employee on leave of absence for study.~~

6.6. Any unit member may earn 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~~ unit member 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~~ unit member being paid for teaching a District credit class or in-service class.

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

7. Career Incentive

7.1. Effective the beginning of the 2014-15 school year, the District will pay a Career Incentive equal to 3% of the unit members current salary. The Career Incentive shall be given to any bargaining unit member who submits nine (9) additional units.

7.1.1. Bargaining unit members may attain nine (9) semester units from an accredited college in a subject area related to instruction of pre-kindergarten through high school students.

7.1.2. A unit member may earn a portion of/up to all the required nine (9) units by taking District approved/provided courses outside of the unit members work day.

7.2 Units for the Career Incentive must be submitted every three (3) years for the bargaining unit member to maintain this 3% addition to the unit member's salary.

7.3 A Career Incentive Joint Committee will be formed with equal representation appointed by the District and the Association for the purpose of determining and monitoring the classes which may be taken to achieve the career incentive.

8. General Provision Applicable to Basic Salary Schedule

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

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

8.3. All probationary and permanent unit members 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 application by a teacher or official following his/her resignation, he/she shall receive the remainder of salary due him/her in one final payment.

8.4. No salary payment shall 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.

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

8.6. Overpayment:

8.6.1. The parties recognize that on occasion employees may be overpaid wages or other compensation, as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District to recover overpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment.

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- 8.6.2. In the event the District discovers an overpayment, it shall notify the employee in writing of the amount and the reason it occurred. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to the District.
- 8.6.3. If the overpayment is \$150.00 or less, the District may deduct the full amount from the employee’s next payroll check. If the payment is greater than \$150, deductions from future paychecks shall be made at the same rate the employee was overpaid unless both parties agree this process would cause an unreasonable hardship on the employee.
- 8.6.4. If the employee disputes the overpayment or the amount, he/she may file a grievance, commencing at Level III, within fifteen calendar days of receipt of the notice of overpayment.
- 8.6.5. An arbitration award in the District’s favor or the employee’s failure to file a timely grievance on the issue of overpayment shall constitute full authorization for the District to make payroll deductions as provided above.

8.7. CERTIFICATED EMPLOYEES FACTOR PLACEMENT SCHEDULE

(Factor Times Placement on Schedule “A”) 2005

Classification	Time Factor	Responsibility Factor	Total Factor	Work Days
Community Education Specialist	1.1189	-----	1.119	207
Teachers, Nurses	1.0000	-----	1.0000	185
Speech Therapists	1.0000	-----	1.0000	185
Teacher on Special Assignment	1.0000	-----	1.0000	185
Supervisor/Specialist/ Work Experience	1.0216	-----	1.022	189
Program Advisors	1.0486	-----	1.049	194
Resource Teachers	1.0486	-----	1.049	194
RSP Teachers at Year-Round School	1.0486	-----	1.049	194
Teacher on Special Assignment Programs	1.0973	-----	1.097	203

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Staff Development	1.0973	-----	1.097	203
Librarians	1.0486	-----	1.049	194
Teacher Special Assignment, SARB	1.0486	0.0900	1.039	194
Teacher Lori Ann Infant Center	1.0811	-----	1.081	200

- 8.7.1. All certificated employees shall be placed on Salary Schedule A according to years of experience and training.
- 8.7.2. 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 unit members. 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 shall be determined by applying the annual salary placement factor times placement on Salary Schedule A, and adjusted to keep per diem amounts uniform.
- 8.7.3. 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

**9. ~~CHILD DEVELOPMENT CENTER AND PAGE TEACHERS~~
EARLY CHILDHOOD PROFESSIONALS**

- 9.1. ~~All Child Development Center unit members working as Early Childhood Professionals shall be placed on the salary schedule according to years of experience and training. A teacher new to the Fresno Unified School District will be classified according to the requirements stated in the schedule and will be placed on the appropriate step.~~
- 9.2. ~~In order to advance from one salary class to another, a transcript or grade card containing credits must be presented to the Division of Human Resources/Labor Relations prior to June 30 of each calendar year. When all class requirements are completed, advancement to the next higher class shall be made as of July 1.~~
- 9.3. ~~All units for salary advancement, except those specifically provided~~

~~hereinafter must be acquired from an accredited college, or a university accredited by a regional college accrediting agency.~~

- ~~9.4. District credits may be earned through courses taught by the Fresno Adult School which are organized in cooperation with the Instruction Division and which are directly connected with the improvement of teaching in the Fresno Unified School District. One unit of District credit shall be awarded upon successful completion of a course provided a teacher has fulfilled no less than sixteen (16) hours of participation. District credit may be applied to salary advancement; however, these units are not transferable to another District nor will they satisfy permit or credential requirements. No District credit may be earned by a teacher being paid for teaching a District credit class or in-service class.~~
- ~~9.5. All Lead Teachers shall receive an additional 25 cents \$1.00 per hour. Center Supervisors shall receive an additional \$1.00 \$4.00 per hour. PACE Lead Teachers shall receive an additional 50 cents \$1.00 an hour.~~
- ~~9.6. Only Center Supervisors and Lead Teachers may advance beyond the solid line.~~
- ~~9.7. A Provisional Instructional Permit or the **Partial Fulfillment [What is this?]** is considered a regular credential for the purpose of placement on the Salary Schedule.~~
- ~~9.8. Children Center Permit is required for Class I, II, III and IV. Class V requires an Elementary or Secondary credential with a Home Economics Major.~~

10. Extra Pay for Non-Instructional Service (EPNS) RULES FOR ADVANCEMENT

- ~~10.1. Extra pay for extra services contracts are to be considered either athletic or general school activities. In the event that a 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.~~

11. ~~NEGOTIATION PROCEDURES FOR EPES~~

- ~~11.1. The following procedures shall be used by the parties to negotiate all extra pay for extra services (EPES) matters:~~

~~11.1.1. Unit members may propose increases or additions to the~~

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~~existing EPES schedules by submitting such proposals directly to the FTA.~~

~~11.1.2. The District may initiate EPES proposals by submitting their proposals directly to the FTA. However, the District will not consult or work with unit members on such proposals.~~

~~11.1.3. Proposals made by either party shall be negotiated through the regular negotiation's process.~~