

FRESNO UNIFIED SCHOOL DISTRICT
DISTRICT COUNTER-PROPOSAL
FTA NEGOTIATIONS
February 13, 2014
ARTICLE 50 – SALARY

~~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.~~

~~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 For 2015-2016, all salary schedules shall be increased by 2.0% effective July 1, 2015.

1.4-B Stipends:

1.4.1 **Professional Learning Stipend.** The District will provide a stipend equal to 3% of annual base salary to eligible unit members on the following basis:

1.4.1.1 To be eligible for the stipend, a unit member must be at Class IV on the Basic Salary Schedule;

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

1.4.1.3 The stipend shall be payable beginning in the school year after the unit member completes all 9 units;

1.4.1.4 District Professional Learning stipend must be renewed every 3 years. The specific purpose for the requirement to complete 9 semester units every 3 years is continuing commitment to achieve District Goals after a unit member has completed Class IV of the Salary Schedule.

1.4.1.5 The District and the Association will establish a joint committee to monitor the implementation of the Professional Learning Stipend.

1.4.1.6 The parties understand and agree that the Professional Learning Stipend 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.

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

1.5.1.1 Special Education classes (including RSP), and Speech and Language Therapy: \$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):

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 "I" days. Unit members on year round schedules shall be required to participate in three (3) days of reimbursable staff development activities during each school year. The 1999/2000 configuration of days set forth herein shall not foreclose the parties from negotiating other configurations in the

future.

- 3.3C. 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 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.C.~~ A tenured teacher with more than six years teaching service to the Fresno Unified School District, who resigns and returns to the District within thirty-nine (39) months, shall be placed on the next level as though his/her service had not been interrupted.
- 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.
- 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.

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

~~6.6.2~~ Courses offered for District credits shall have prior approval by a

~~6.6.3~~ No District credit may be earned by a teacher being paid for teaching a

~~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, excepting that upon application by a teacher or official following his/her resignation, he/she shall receive the remainder of salary due him/her in one final payment.

~~7.4 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 E.~~ 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.

7.8

CERTIFICATED EMPLOYEES FACTOR PLACEMENT SCHEDULE

(Factor Placement on Schedule "A")

2005

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

7.9 All certificated employees shall be placed on Salary Schedule A according to

years of experience and training.

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

must b

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.

~~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.

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

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.