

FRESNO UNIFIED SCHOOL DISTRICT
PACKAGE PROPOSAL TO
FRESNO TEACHERS ASSOCIATION

April 17, 2017

The following is the Fresno Unified School District's ("District") total package proposal to the Fresno Teachers Association ("FTA") for the 2016-2017 successor contract negotiations on the parties' Collective Bargaining Agreement effective July 1, 2016 through June 30, 2019. FTA must accept this economic proposal in full or it shall be deemed rejected in its entirety and the District shall be free to revert to any of its prior proposals.

Article 1 – Adult Education

Status Quo.

Article 4 – Early Childhood Teachers And Working Conditions

Status Quo.

Article 5 – Class Size

Status Quo.

Article 18 – Fringe Benefits

Status Quo.

Article 20 – Hours

Modify Article 20 as follows:

1. Definitions

- 1.1 Work Day: Unit members shall have a work day of 8 hours (480 minutes) in which to perform their instructional and non-instructional on-site and off-site professional responsibilities.
- 1.2 Duty Day: Unit members are required to be on duty at their worksites for 7 8.0 hours (420 480 minutes) per day which shall be utilized for direct student instruction, non-instructional responsibilities and professional responsibilities as set forth in this article. The purpose of having unit members on duty at their worksites for the eighth hour is for unit members to be available to parents and students.

- 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 1, 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) **of the 8 hour workday** 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, **non-instructional responsibilities and professional responsibilities and other professional duties** including, but not limited to:
- 2.1.1 Collaboration with peers to improve student learning consistent with the Foundations for Accountable Communities (Article 52, section 1) that includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate.
- 2.1.2 Any instructional planning, preparing lesson plans, preparing and selecting instructional materials.
- 2.1.3 Reviewing and evaluating the work of students.
- 2.1.4 Preparation for and communicating and conferring with pupils, parents, staff and administrators. Parents should be kept aware of goals and objectives for students, progress of their student in pursuit of objectives, special accomplishments of their student, and unsatisfactory performance and behavior of their student.
- 2.1.5 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals.
- 2.1.6 Maintaining appropriate records.
- 2.1.7 Supervising students both within and outside the classroom on an equitable basis as delineated elsewhere in this article
- 2.1.8 Supervising instructional aides, when assigned.
- 2.1.9 Participating in staff development programs, in-service meetings, and professional activities related to their assignment [except as set forth in 2.3.2 below]. Mileage

allowance shall be provided teachers who must travel to required meetings.

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

2.3.3.4 After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review co-curricular or extra-curricular duties in terms of reasonable number and duration.

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

3. Legally Mandated Increases in Instructional Time

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

3.1.1 If such increase is decided and mandated to be effected during a school year, this article shall be reopened for negotiations for the subsequent school year.

3.1.2 If such increase is mandated effective at the beginning of a school year, then this article and the article on "Salary" shall be reopened for negotiations at the earliest feasible time in preparation for implementation of such legislative mandate.

4. Secondary Schools Work Day:

4.1 Instructional Time - Secondary Classroom Teachers

4.1.1 Unit members serving as full-time classroom teachers shall not be assigned instructional time that exceeds 1,400 minutes (50,400 minutes a year). **District proposal is to revise to accommodate block schedules**

4.1.2 Full-time classroom teachers may be assigned advising duties within the **420 480** minute (**7 8** hour) Duty Day. Such duties may include: Human Relations; Career Education; Orientation; Personal Relations; and Educational Planning.

4.1.2.1 The advisory period shall be scheduled in accordance with the school site Advisory Committee's plan and may be made up of students not included in a teacher's regular assigned classes when approved by consensus of the faculty. It is expected that each secondary student shall be served in the manner that meets his/her needs in the above areas.

4.1.2.2 The advising duties shall not include:

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

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

- 4.1.2.2.3 Assimilation of data from other staff for purposes of transmission to outside agencies or authorities.
- 4.1.2.2.4 Design or implementation of disciplinary procedures beyond those commonly exercised by the classroom teacher.
- 4.1.2.2.5 Counseling that would require assessments of future career potential with the student and/or his/her family.

4.2 Non-Instructional Time

Non-instructional time is the additional time the teacher is required to be on duty beyond instructional time. This time is for preparation and those appropriate activities indicated in Section 2.1 and 2.2 above. Teachers shall be provided 480 minutes per week for preparation time within the work day in blocks no shorter than thirty (30) minutes with at least one block of forty-five (45) minutes per day within the work day. This shall not be construed so as to prevent a shortened day full preparation period of less than forty-five (45) minutes.

5. Elementary Schools Work Day

5.1 Instructional Time Traditional Schedule (180 days)

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

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

5.2 Preparation Time

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

- 5.2.1 Only one before/after school up to fifteen (15) minute student supervision duty assignment per week may be counted as preparation time provided weekly within the Duty Day.
- 5.2.2 Grades 1-6 (and 7-8 when part of an elementary school except Baird, Bullard Talent, and Hamilton): Teachers will be provided a 45 minute block of time for preparation and planning during the Duty Day as per the following:

5.2.2.1 The Preparation time set forth herein shall be provided on at least 156 days out of the traditional 180 day schedule.

5.2.2.2 A 45 minute block of preparation time would not be provided on up to 24 days for matters such as, but not limited to the following:

5.2.2.2.1 Early release that is scheduled for parent/student/teacher conferences (not to exceed five days).

5.2.2.2.2 On the last day of school if it is a shortened day.

5.2.2.2.3 Up to 18 days out of the traditional 180 day schedule on which the District may schedule a longer block of time (approximately 90 to 105 minutes) by combining remaining time during the Duty Day (without a 45 minute block of preparation time) and time allocated from the fifty-four (54) hours per year pursuant to section 1.3 of this Article. The content covered during such blocks of time shall be at the direction of the District for matters such as, but not limited to, professional learning, grade level collaboration, mandated in-service training, and the “roll-out” of new curricular materials, such as new textbook adoptions, etc.

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

Sample Schedule: Regular School Day

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

8:05 Teacher Start Time – ~~3:05~~ **4:05** Teacher End Time = ~~7~~ **8** Hour Duty Day

| | 8:05 – 3:05 4:05 | |
|---------------------------|--|---|
| | Duty Day = 7 8 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) |
| <u>3:05 – 4:05</u> | | <u>60 minutes (NI & Prof. Resp.)</u> |

| | | |
|--------------|--------------------|----------------------------------|
| Total | 310 minutes | 89 170 minutes |
|--------------|--------------------|----------------------------------|

Sample Schedule: Non-Individual Preparation Days

| 8:05 - 4:05 (1 hour of the 54 hours per year) | | |
|--|---------------------------------------|--|
| Schedule | Instructional Minutes | Non-Instructional/Prep Time |
| 8:05 - 8:15 | | 10 minutes (NI) |
| 8:15 - 10:15 | 120 minutes | |
| 10:15 (Recess) | | 15 minutes (NI) |
| 10:30 Instruction Begins | | |
| 10:30 - 11:50 | 80 minutes | |
| 11:50 (Lunch) | | 30 Lunch + 10 minutes (NI) |
| 12:30 Instruction Begins | | |
| 12:30 - 2:20 | 110 minutes | |
| 2:20 - 4:05 Under the direction of the District | No individual prep-time on these days | Professional Learning/Accountable Communities 105 minutes |
| Total | 310 minutes | <u>170 minutes</u> |

5.2.4 Grades 7 and 8 at Baird, Bullard Talent, and Hamilton will follow the contractual hours requirements regarding teacher instructional time and departmentalized configuration of the student instructional day that apply to secondary schools. The one variation is Bullard Talent where the secondary requirements have been applied to grades 6 through 8.

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

5.3 Student Supervision

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

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

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

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

5.3.3.1 Daily before/after school supervision of their assigned kindergarten students. It is understood that the kindergarten teacher has the option of conducting such supervision within the room while continuing preparation tasks necessary for insuring room/materials readiness for the commencement of instruction.

5.3.3.2 It is understood that past practices are maintained with respect to teachers seeking cooperation from parents of kindergarten students with respect to avoiding early arrival/late departure.

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

5.3.5 Mid-morning and/or afternoon recess student supervision duty shall be equitably rotated among the teaching staff within grade levels (i.e., kindergarten, 1-3, 4-6).

6. Alternative Scheduling

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

Remainder of Article 20 to remain status quo.

Article 21 – Just Cause, Due Process and Progressive Discipline

Modify Article 21 as follows:

5. Procedures and Sequence Governing Implementation of Formal Discipline

5.1 If informal discussions do not resolve the matter, the unit member shall be provided with a written warning, reprimand and/or a Statement of Charges along with pertinent facts giving rise to such charges. prior to implementation of formal discipline, bargaining unit members will be provided with written statements of concerns, charges and/or allegations along with pertinent circumstances/facts giving rise to such concerns, charges and/or allegations. Such written statements will be transmitted to the bargaining unit member within fifteen (15) working days after the circumstances/facts were known or should have been known.

~~Such written statements shall be transmitted to the unit member within fifteen (15) work days following the District's determination that suspension without pay is warranted.~~

~~5.2 After receipt of the written statement described immediately above, the bargaining unit member shall have ten (10) working days to obtain clarification and present a response if so desired.~~

5.2 After receipt of a written warning, reprimand and/or a Statement of Charges, the District shall provide the unit member an opportunity to meet with the immediate supervisor or designee to review the written warning, reprimand and/or a Statement of Charges.

~~5.3 The supervisor shall then have ten (10) working days to consider the matter and transmit a written decision to the bargaining unit member communicating his/her findings on the issues in the dispute, a disposition with reasons as to whether formal discipline should be levied, and a copy of the disciplinary document.~~

Remainder of Article 21 to remain status quo.

Article 27

Modify Article 27 as follows:

1. Differential Parental Leave of Absence

1.1 Effective January 1, 2017, unit members will be eligible for paid parental bonding leave as described in this section and Education Code section 44977.5. "Parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a child newly placed in the unit member's household by way of adoption or for foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

1.2 Bargaining unit members who meet all of the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) and have been employed by the District for at least one year, except that bargaining unit members are not required to have worked 1,250 hours in the 12 months immediately preceding the leave, may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for a maximum of 12 work weeks. Pursuant to Education Code section 44977.5, eligible bargaining unit members who have exhausted all paid sick leave for purposes of parental bonding shall receive substitute differential pay during this period. Such substitute differential pay shall be paid as set forth in Article 30 section 3, and will count against the five-month leave entitlement set forth in that section.

- 1.3 The 12 work weeks shall be reduced by any period of paid sick leave, taken during a period of parental bonding leave pursuant to this article or CFRA (Government Code § 12945.2). Nothing in this Article entitles an employee to use paid sick leave during any period of parental bonding other than the paid sick leave as specified above and substitute differential pay leave. A unit member shall not be provided more than one 12-week period of paid absence for differential parental bonding leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- 1.4 Differential parental leave must be used within 12 months following the birth or placement of the child. Differential parental leave must be taken in increments of at least two weeks duration.
- 1.5 Any leave taken under this section shall count against any entitlement to child bonding leave under the CFRA and the aggregate amount of parent/child bonding leave taken under this section and the CFRA shall not exceed 12 workweeks in any 12-month period.
- 1.6 Unit members shall not be entitled to more than 12 weeks of differential parental leave.
- 1.7 If both parents of a newborn or newly adopted child work for the District, both parents would be able to split the 12 weeks of parental bonding leave related to the birth or placement of a child under the CFRA, but would not each have a separate 12 week leave regardless of the marital status of the parents. Both parents who are unit members are entitled to use up to 12 workweeks of current and accumulated sick leave for purposes of parental leave.

2.0 Unpaid Parental Leave

- 2.1 A parental leave of absence without pay shall be granted to a bargaining unit member for the purpose of childbearing and/or child rearing as follows:

A bargaining unit member who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A

bargaining unit member who is pregnant may continue in active employment through her pregnancy as long as she is able to properly perform her required functions. **For child bonding purposes, this section runs concurrently with CFRA bonding leave and differential parental leave described in section 1 above.**

2.2 Any bargaining unit member shall be entitled, upon request, to a one (1) year parental leave of absence to begin any time after the birth of her child, or after receiving de facto and/or de jure custody of any infant child [i.e. three (3) years of age or less] or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

2.3 Bargaining unit members who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally handicapped children shall, upon request, be entitled to annually renew their parental leave of absence until such time as such children are eligible to enter public school, or, for children legally ineligible to enter public school, until such time as they would be able to attend public school if they were eligible. There shall be a maximum of four (4) renewals allowed under this provision.

2.4 If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of **2.2** and **2.3** above shall be applied for bargaining unit members eligible under those provisions to care for said child.

3. Notification of Return to Active Employment:

3.1 If any bargaining unit member who has been on parental leave less than two (2) semesters notifies the Superintendent of his or her desire to terminate his/her leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said bargaining unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if a bargaining unit member who has been on leave for ninety (90) days or more gives such notice after

April 30, the District may continue the parental leave until the commencement of the next school year. Upon his or her return, said bargaining unit member shall be entitled to all benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay, provided that the leave

has not exceeded two (2) semesters.

3.2 If a bargaining unit member who has been on parental leave more than two (2) semesters notifies the Superintendent of his or her desire to return to active employment after the expiration of the aforesaid sixty (60) day period, but within forty-eight (48) months after the commencement of the leave (provision 1.3 of this article), said bargaining unit member shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one (1) bargaining unit member has given notice pursuant to this paragraph, the bargaining unit member who gave such notice at the earliest date shall be assigned to the position in question. Upon his or her return, said bargaining unit member shall be entitled to all other benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay.

3.3 While on parental leave, a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the State Teachers Retirement System is subject to that agency's eligibility requirements.

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

4. A bargaining unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of fact that she/he is on such leave of absence.

Remainder of Article 27 to remain status quo.

Article 31

Modify Article 31 as follows:

1. A pregnant bargaining unit member who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:
 - 1.1 Sick leave shall apply only to those days of absence during which the bargaining unit member is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.

- 1.2 The District may require the bargaining unit member to file a physician's verification which clearly states the bargaining unit member was incapable of meeting her normal work assignment.
- 1.3 Within seven (7) calendar days after the termination of the leave, the bargaining unit member shall submit a physician's written health evaluation including the reasons the bargaining unit member was disabled during the period of absence. The District may require additional physician statements or reevaluation of the bargaining unit member by her physician. (Any additional statements required shall be at District expense.)

1.4 Pregnancy disability leave shall not include leave taken for child rearing or parental leave as set forth in Article 27

Remainder of Article 31 to remain status quo.

Article 36 – Miscellaneous

Modify Article 36 as follows:

3. Within sixty (60) days of ratification of the Agreement by both parties herein, the Board of Education shall **post a copy of the Agreement on the District's website and shall** have copies **available upon request for prepared for distribution to all** bargaining members **in the District, and 10 copies for the Association.**

Remainder of Article 36 to remain status quo.

Article 39 – Obtaining Substitutes for the Classroom

Status Quo.

Article 49 – Special Education

Status Quo.

Article 50 – Salary

The District's Total Certificated Compensation Package Is As Follows:

1. 6.5% total certificated compensation package consisting of the following items:
 - A. *Effective July 1, 2016, all Certificated Salary Schedules shall be increased by two and one-half percent (2.5%)*

- B. *Additional 1.0% ongoing increase to the salary schedule effective on the first of the month following the date the Parties ratify this agreement.*
 - C. *1.85% District contribution to CalSTRS per the CalSTRS 2014 Funding Plan*
 - D. *0.7% contribution to the Health Fund as set forth in Article 18: Fringe Benefits, section 5.1 (ongoing base grant revenue increase)*
 - E. *0.45% that accounts for annual step and column movement*
2. *Recruitment incentive for hard to fill positions (math and science)*
 3. *Revise Extra Pay for Extra Services language*
 4. ***All certificated employees shall be placed on respective Salary Schedules according to years of experience and training. Annual step advancement is contingent upon receipt of an overall summative evaluation rating of "Growth Expected," "Meets Standards," or "Demonstrates Expertise." When a unit member "Does Not Meet Standards" in his/her overall summative evaluation, he/she shall not receive annual step advancement and shall remain stationary for annual step advancement until the unit member receives an overall summative evaluation rating above "Does Not Meet Standards".***

Article 60 – Term

Modify Article 60 as follows:

1. This Agreement shall remain in full force and effect from July 1, 201~~36~~ through June 30, 201~~69~~. All other Articles, as well as any other terms and conditions, contained in the parties' ~~2010-2012~~ **2013-2016** Collective Bargaining Agreement as extended herein through June 30, 201~~36~~ shall remain status quo and are hereby incorporated into this 201~~36~~-201~~69~~ 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 ~~2015-2016~~ **2017-2018** school year that they shall have the right to reopen 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 earlier than April 1, 2017,~~ the parties shall exchange in writing their proposals for ~~2016-2017~~ **2017-2018** 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~~ **2017-2018** successor contract.
3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation.
4. All provisions of the previous FTA-FUSD Agreement not modified by the 201~~36~~-201~~69~~ successor agreement shall remain in full force and effect.

Article 63 – Working Conditions

Status Quo.

FTA Proposed New Article – Career Technical Education

Status Quo.

FTA Proposed New Article – Student Focused Academic Outcomes and Social/emotional support

Status Quo.