

FRESNO UNIFIED SCHOOL DISTRICT PROPOSAL TO FTA SEPTEMBER 22, 2016

ARTICLE 60 – TERM OF AGREEMENT

**Modify Article 60 – Term of Agreement 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.