

Tentative Agreement Reached with Fresno Teachers Association



Tentative Agreement Includes:



SALARY

- 3.5% ongoing salary increase retroactive to July 1, 2016
- 2% ongoing salary increase effective July 1, 2017
- 1% (min) to 3% (max) ongoing salary increase based upon contingency formula for 2018-19 funding under LCFF

8.5% Total Salary Increase



HEALTH CARE

- District will pay approx. \$18,000 per employee per year
- Maximum out-of-pocket cost for single plan \$2,500; maximum out-of-pocket cost for family \$5,000
- District will maintain these benefit levels/premiums through 2018-19

90/10 Coinsurance



CLASS SIZES

- All grades TK through 12 will have class size reductions districtwide effective the 2018-19 school year
 - TK-3 1:24 ratio
 - 4-6 1:29 ratio
 - 7-12 1:29 (core classes only, includes foreign language)
- TK-6 Eliminate all combination classes

Eliminates All TK-6 Combination Classes

Tentative Agreement Also Includes:



Hours: Professional Learning/Accountable Communities reduced 9 hours per year



Nurses: July 1, 2019 Board investments to include an increase in registered nurse staffing to 63 full-time equivalents



Adult Education: Reduce duty days by five with an additional reduction of five duty days by July 1, 2019 with no change in salary



Working Conditions: FTA and District to create a School Climate and Safety Committee to address safety concerns. Language that promotes district-teacher collaboration in addressing discipline concerns



Special Education: In February 2018, FTA and District to establish a collaborative committee aimed at addressing shared goals for improvement

NEXT STEPS

- FTA membership votes on Tentative Agreement
- Board of Education votes on Tentative Agreement
- "Me Too" clause provided to all employees

TENTATIVE AGREEMENT
Between The
FRESNO UNIFIED SCHOOL DISTRICT
And the
FRESNO TEACHERS ASSOCIATION
January 17, 2018

The Fresno Unified School District ("District") and the Fresno Teachers Association ("FTA") enter into this Tentative Agreement in order to fully and finally resolve the parties' successor contract negotiations for the 2016-2019 school years.

Article 1 – Adult Education

Modify Article 1 as follows:

1. Effective July 1, 2018, decrease the Adult Education Teacher duty days to 190 days, with no impact to salary.
2. Effective June 30, 2019 decrease the Adult Education Teacher duty days to 185 days, with no impact to salary.

All other terms of Article 1 to remain status quo.

Article 4 – Early Childhood Teachers and Working Conditions

Modify Article 4 as follows:

1. Each early learning classroom shall receive an additional \$500 per year for classroom materials and supplies.

All other terms of Article 4 to remain status quo.

Article 5 – Class Size

Modify Article 5 as follows:

1. Effective July 1, 2018, eliminate combination classes at elementary schools where sufficient permanent classrooms are available. Effective June 30, 2019, eliminate combination classes at elementary schools where additional portable classrooms would be necessary to provide sufficient classrooms. If it is not feasible to add the portable classrooms at all elementary schools where permanent classrooms are not available for the 2019-2020 school year, the parties shall meet to discuss portable placement solutions.
2. Effective July 1, 2018, reduce staffing ratios for grades TK-3 to 1:24 in 1.1.1.

3. Effective July 1, 2018, reduce staffing ratios for grades 4-6 to 1:29 in section 1.1.2 of Article 5.
4. Effective July 1, 2018, reduce staffing ratios for grades 7-8 for core classes including foreign language courses to 1:29 in section 1.1.3.
5. Effective July 1, 2018, reduce staffing ratios for grades 9-12 for core classes to 1:29 in section 1.1.4 of Article 5, including Foreign Language.
6. Effective July 1, 2018, add Foreign Language to core curriculum classes in section 2.1.3 of Article 5.
- 7: Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that all of the above proposed class size reductions shall terminate if for any reason there exists an inability for full funding through LCFF or successor legislation.

All other terms of Article 5 to remain status quo.

Article 18 – Fringe Benefits

Modify Article 18 as follows:

In addition to the Health Fund contribution set forth in 5.1 of Article 18, the District shall further increase the annual per active employee contribution to the Health Fund by \$800 for a total amount of \$17,789 effective as of July 1, 2017. Within 120 days from the ratification of this Agreement by both parties, subject to JHMB approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. The District shall maintain these benefit levels (90-10 and \$2,500/\$5,000) and pay any health insurance premium increases for the employees through the term of this contract ending 2018-19, contingent upon approval from JHMB. This is contingent upon JHMB maintaining as a health plan option for employees the Kaiser Permanente health plan through the term of this Agreement. The 90-10 health insurance plan option and the \$2,500/\$5,000 out of pocket maximums shall continue beyond the term of the contract in the same manner as any other health plan option as determined by JHMB.

All other terms of Article 18 to remain status quo.

Article 20 – Hours

Modify Article 20 as follows:

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 66 for a total of 45 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 45 hours. Any time allocated to Professional Learning/Accountable Communities after 7 hours (420

minutes) shall be credited toward the completion of the 45 hours.

All other terms of Article 20 to remain status quo.

Article 27

Modify Article 27 as follows:

1. Differential Parental Leave of Absence

- 1.1 Effective January 1, 2017, each bargaining unit member shall maintain eligibility for parental leave, as allowable pursuant to the Education Code, including members who are a couple and both are employed with the District as certificated employees.

All other terms of Article 27 to remain status quo.

Article 32 – Sick Leave

Modify Article 32 as follows:

- 4.2.1 Bargaining unit members whose pay is based upon a daily rate, 100 days;
- 4.2.2 Bargaining unit members whose pay is based upon an hourly rate, 700 hours.

All other terms of Article 32 to remain status quo.

Article 39 – Obtaining Substitute Classroom Teachers

Modify Article 39 as follows:

1. The District shall make every reasonable effort to retain as available, the number of substitute teachers, including those with special certifications, that would be necessary to avoid deploying students to classes that would result in exceeding class size ratios and guidelines. ~~Exert all reasonable effort to employ substitute teachers in the event a regularly employed teacher is absent for reasons of illness, bereavement and other short leaves of absence.~~

Article 49 – Special Education

Modify Article 49 as follows:

In February 2018, FTA and the District shall establish a labor-management committee that will work toward their shared goals to improve the District's teaching and learning environment for special education teachers and their students, and to

problem solve barriers to achieving the specific improvements mutually agreed upon by the parties, including class sizes and caseloads.

The District shall provide \$2 million to fund the committee's recommendations approved by the Board, and additional funding may be requested.

All other terms of Article 49 to remain status quo.

Article 50 – Salary

Modify Article 50 as follows:

Total certificated compensation package consisting of the following items:

Effective July 1, 2016, all Certificated Salary Schedules shall be increased by three and one-half percent (3.5%).

Effective July 1, 2017, all Certificated Salary Schedules shall be increased by two percent (2.0%).

Effective July 1, 2018, all Certificated Salary Schedules shall be increased by one percent (1%).

Additionally, for 2018-19, the parties agree to contingency language that could further increase Certificated Salary Schedules by up to an additional two percent (2%) if on-going District revenues improve. The District's multi-year projection as of June 2017 shows LCFF Revenue Limit Sources (Line A.1.) for 2018-2019 of \$714,660,427. If the enacted State Budget for 2018-2019 increases this number (Line A.1.) to \$729,726,115 or greater an additional 1% shall be added to all certificated salary schedules effective July 1, 2018. If Line A.1 increases to \$737,258,959 or greater, a further 1% shall be added to all certificated salary schedules effective July 1, 2018. (See attached contingency language calculation and July 1 2017 Budget Multiyear Projections)

All other terms of Article 50 to remain status quo

Article 60 – Term

Modify Article 60 as follows:

1. This Agreement shall remain in full force and effect from July 1, 20136 through June 30, 20169. 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, 20136 shall remain status quo and are hereby incorporated into this 20136-20169 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 this Agreement shall be closed for 2016-2017, 2017-2018, and 2018-2019.

2.3 Not later than one hundred (100) days prior to June 30, 2016 earlier than April 1, 2019, the parties shall exchange in writing their proposals for 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 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 20136-20169 successor agreement shall remain in full force and effect.

Article 63 – Working Conditions

Modify Article 63 as follows:

2.4 If a unit member leaves work during the instructional day due to the unit member being physically assaulted by a student, the District shall pay the teacher their regular pay, and the unit member shall not be charged accrued time for the remaining part of that duty day.

2.5 If a unit member has a safety concern about a student returning to class after the student is subject to discipline, there shall be a joint conference between the Superintendent's designee and the unit member to address the unit member's concerns.

2.6 FTA and the District shall form a School Climate and Safety Committee (SCSC) to

address safety concerns. While this committee's responsibilities and functions are being developed, the parties will draft a side letter that details the steps to be initiated for the SCSC between February 2018 and May 2018.

3.1.2 Teachers shall be informed of previous discipline for all students assigned to their class based upon records that the District maintains in its ordinary course of business or receives from a law enforcement agency.

All other terms of Article 63 to remain status quo.

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

By June 30, 2019, the District shall increase registered nurse staffing to 63 full time equivalents.

FTA Proposed New Article – Career Technical Education

See attachment summarizing District budget investment recommendations to the Board as recommended by the Fact-Finding Panel Chair.

FTA Proposed New Article – Teacher Autonomy

Status quo as recommended by the Fact-Finding Panel Chair.

FTA Proposed New Article – University Supported Tutoring

Unit members' interests to increase tutoring shall be forwarded to the LCAP process. Also See Attachment to Supposal.

FTA Proposed New Article – Curriculum and Grading

Status quo as recommended by the Fact-Finding Panel Chair.

FTA Proposed New Article – Field Trips

Status quo as recommended by the Fact-Finding Panel Chair.

FTA Proposed New Article – Bond Money for Infrastructure

Status quo as recommended by the Fact-Finding Panel Chair.

FTA Proposed New Article – Implementation of Agreement

Status quo as recommended by the Fact-Finding Panel Chair.

Enter into a side letter agreement establishing a work team to study the use of special tax revenues to reduce class sizes and improve student achievement as attached.

Enter into a memorandum of understanding regarding establishing work groups on educator agency, safety, discipline and school climate and special education as attached.

ALL OTHER TERMS AND CONDITIONS OF THE 2013-16 AGREEMENT NOT MODIFIED BY THIS TENTATIVE AGREEMENT SHALL REMAIN STATUS QUO

FRESNO TEACHERS ASSOCIATION

Dated: 1/17/2018



Jon Bath, Bargaining Chair
Fresno Teachers Association

FRESNO UNIFIED SCHOOL DISTRICT

Dated: 1/17/18



Paul Idsvoog, Chief, Human Resources and Labor
Relations
Fresno Unified School District

Attachment to Fresno Unified School District Supposal

January 10, 2018

Summary of District Budget Investment Recommendations to the Board Addressing Items of Interest to FTA

District budget investment recommendations to the Board include the following Special Education items:

- 10 FTE – increase staffing for moderate/severe adult programs (\$766,360)
- 2 FTE – Increase staffing to provide speech services (\$219,996)
- Improve teacher recruitment and retention efforts (\$89,000)

District budget investment recommendations to the Board include the following Social and Emotional Support items:

- 5 School Psychologists - \$681,700
- 2 Credentialed Nurses - \$227,626
- 19 Licensed Vocational Nurses - \$952,755
- 9 High School Social Workers and 1 FTE support/oversite - \$1,150,000
- 1 FTE support for social emotional learning - \$116,000
- 6 FTE - CSA's for schools adjacent to parks – \$354,203
- .5625 FTE - Upgrade CA site support to 8 hrs - \$41,557
- 2 FTE - CSA's for Health Centers – 2 FTE \$112,434
- 8 Counselors for middle school (7) and high school support (1) - \$809,000
- Extending library hours in the amount of 2 hours at elementary schools for 3 days per week with literacy and math tutors available - \$2,630,000
- Alternative Education redesign to expand course offerings at Phoenix and DeWolf, Online Academy for 7-12 grade students, all alternative education sites to have full time social worker and professional learning for all staff on social/emotional learning strategies - \$750,000
- Implementation of African American Student Academic Acceleration Plan – Resource Counseling Assistants at 8 elementary sites and teachers at middle and high schools - \$742,000
- Additional social worker and academic counselor to support students and families in homeless shelters and foster youth programs - \$226,000
- The District proposes working together with FTA and existing local institutional partners to expand the tutoring programs

Total Investment: \$8,793,275

District budget investment recommendations to the Board include the following Career Technical Education items:

- Construction Program planned for 2018-19 at Fresno High School with investment in facilities beginning in 2017-18.

- Industry partners/Trades experts will be identified to support the program and participate in program advisory committee (meetings will begin in the 2017/18 school year).
- Curriculum will be tied to industry (MC3 curriculum developed by the trades unions in California, ROP curriculum, etc.).

Fresno Unified School District
 Contingency Language Calculation
 For 2018-19 (Revised to guarantee at least 1% increase for 2018-19)

28-19 Adopted Budget Multiyear Projections LCFF (Line A.1)	714,660,427
FTA Unrestricted and Special Education Salaries and Benefits	308,846,600
2018-19 Adopted Budget Multiyear Total Expenditures	747,073,319
% of FTA Expenditures	41%
FTA Unrestricted and Special Education 1%	3,088,466
% of FTA Expenditures	41%
Amount of LCFF to increase	7,532,844
2018-19 LCFF Line 1 Base	714,660,427
1% Increase (Guaranteed 1%) in District Proposal	722,193,271
Additional 1% increase (Contingent on higher revenues)	729,726,115
Additional 1% increase (Contingent on higher revenues)	737,258,959

This proposal provides for a minimum increase of 1% effective July 1, 2018 and a maximum of 3% if revenues increase to the levels shown above.

Disposition	Object Code	2017-18 Budget (Form 01) (A)	% Change (Col. C-A/A) (B)	2018-19 Projection (C)	% Change (Col. B-C/C) (D)	2019-20 Projection (E)
<i>(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is actual)</i>						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Levy and Fund Sources	8010-8099	699,048,126.00	2.23%	714,650,427.00	2.28%	731,692,933.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	13,390,594.00	0.00%	13,390,594.00	0.00%	13,390,594.00
4. Other Local Revenues	8600-8799	8,465,714.00	-2.95%	8,215,714.00	0.00%	8,215,714.00
5. Other Financing Sources						
a. Transfers In	8900-8929	18,300.00	0.00%	18,300.00	0.00%	18,300.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(84,018,316.00)	0.18%	(84,178,497.00)	1.85%	(85,814,728.00)
6. Total (Sum lines A1 thru A5c)		656,904,412.00	2.29%	662,105,438.00	2.26%	667,503,813.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				304,653,197.00		305,116,000.00
b. Step & Column Adjustment				1,004,476.00		1,004,476.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(941,673.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	304,653,197.00	0.15%	305,116,000.00	0.33%	306,120,476.00
2. Classified Salaries						
a. Base Salaries				79,487,467.00		80,241,994.00
b. Step & Column Adjustment				570,910.00		570,910.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				183,617.00		3,099,011.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	79,487,467.00	0.95%	80,241,994.00	4.57%	83,911,915.00
3. Employee Benefits	3000-3999	162,219,438.00	5.13%	170,639,222.00	5.95%	180,840,252.00
4. Books and Supplies	4000-4999	57,938,125.00	-15.93%	31,892,698.00	0.00%	31,892,698.00
5. Services and Other Operating Expenditures	5000-5999	64,879,498.00	1.30%	65,724,138.00	2.47%	67,299,036.00
6. Capital Outlay	6000-6999	25,140,723.00	-0.625%	243,767.00	0.03%	243,767.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,992,852.00	3.38%	2,060,289.00	3.27%	2,127,726.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(10,574,561.00)	-5.61%	(9,934,546.00)	-1.82%	(9,753,975.00)
9. Other Financing Uses						
a. Transfer Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.03%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				14,715,860.00		21,366,465.00
11. Total (Sum lines B1 thru B10)		667,026,735.00	-0.66%	662,893,827.00	-3.57%	668,243,360.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
<i>(Line A5 minus line B11)</i>						
		(50,362,317.00)		(10,788,284.00)		(18,744,547.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line C1e)		125,877,038.79		95,494,711.79		84,706,427.79
2. Ending Fund Balance (Sum lines C and D1)		95,494,711.79		84,706,427.79		65,961,880.79
3. Components of Ending Fund Balance						
a. Nonassignable	9710-9719	1,603,868.21		1,603,868.21		1,603,868.21
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	16,400,000.00		16,400,000.00		16,400,000.00
c. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	27,230,845.58		65,642,561.58		47,698,014.58
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		95,494,711.79		84,706,427.79		65,961,880.79
<i>(Line D5 must agree with line D2)</i>						

**JOINT COMMITMENT
BETWEEN
THE FRESNO TEACHERS ASSOCIATION
AND
THE FRESNO UNIFIED SCHOOL DISTRICT**

Recognizing the importance of mutual collaboration, the Fresno Unified School District and the FTA acknowledge that they are both responsible for creating a culture to support the continuous improvement model. The Superintendent and the Association President are fully committed to meeting on an ongoing basis to articulate core values, develop and outline their shared vision, and demonstrate their dedication to building a future of collaboration, as well as:

The District and FTA will convene a work team to identify two to three key issues to be addressed annually with the intent of creating collaborative solutions and improving District culture.

The District and FTA also commit to participating in facilitated meetings with a third party, such as with Fresno Pacific University Peace and Conflict Studies faculty facilitators, particularly in cases where there is not unanimity of belief.

The work team will be comprised of the following:

Five (5) members from Fresno Unified School District

The Superintendent will select the appropriate cabinet member or designee, along with four (4) other designees to serve as representatives of FUSD on the work team.

The Superintendent will assign one of FUSD's representatives to the work team to serve as the team's co-chair.

Five (5) members from the Fresno Teachers Association

The Fresno Teachers Association President will assign five (5) members to serve as representatives of FTA on the work team.

The Fresno Teachers Association President will assign one of FTA's representatives to the work team to serve as the team's co-chair.

The work team will establish the following:

Define tasks and duties among the team members;

Define norms for the team and for operating collaboratively;

Represent and communicate with all members of the staff, not solely a specific department or grade level;

Use effective feedback loops to elicit input from staff and other site level leadership to guide the decision-making of the work team;

The work team will schedule a monthly meeting for the remainder of the 2017-2018 school year, and thereafter quarterly.

Meetings will alternate between workday hours and after the workday. The District will provide sub-release for FTA's work team representatives as needed.

Issues and collaborative solutions will be provided to the Board via Board communications issued jointly by the Superintendent and the Association President.

~~The FTA President and the District Superintendent are dedicated to modeling and advancing a collaborative culture and are invited to attend and present at such meetings as a principals' meeting, and FTA Executive Board and/or representative meetings.~~

We shall present this Joint Commitment to the Board of Education as a B item for discussion.

Communication

Joint meeting minutes will be shared by both FUSD & FTA, including board communication.

The work team's recommendations will be jointly presented to the school board, in sub-group meetings, and/or board workshops that are aligned with the Brown Act. When appropriate, joint commitments will be presented to the Board of Education for discussion.

Any legally disclosable data relevant to the work team's goals will be discussed, available to, and disseminated jointly by both parties. This data shall be given to both Co-Chairs prior to the meeting.

The leaders of Fresno Unified School District and the Fresno Teachers Association are dedicated to modeling and advancing a collaborative culture through invitations to attendance at such meetings as FUSD principals' meetings and FTA executive board and/or representative meetings.



Robert G. Nelson
Superintendent
Fresno Unified School District



Tish Rice
President
Fresno Teachers Association

Side Letter Agreement
Between The
Fresno Unified School District and Fresno Teachers Association

ESTABLISHING A WORK TEAM TO STUDY THE USE OF SPECIAL TAX REVENUES

TO REDUCE CLASS SIZES AND IMPROVE STUDENT ACHIEVEMENT

The Fresno Unified School District ("District") and the Fresno Teachers Association ("FTA" or "Association") agree to the following Side Letter with respect to a potential parcel tax or other special tax measures ("special tax measure"):


The District and FTA understand and agree that the authority to seek voter approval of a special tax measure rests exclusively with the District's Board of Education. At the same time, the District and FTA acknowledge that the proceeds generated following the successful passage of many special tax measures have been used to provide resources supporting all facets of public education, including, but not limited to, reducing class sizes, recruitment and retention of qualified teachers for hard-to-fill subject areas, establishing a Master Teacher Program, providing incentives to staff in challenging assignments and schools, etc.

The District and the Association agree to form a work team for the purpose of studying potential uses for special tax revenues that will directly support efforts to reduce class sizes, improve student achievement and enhance programs that expand the learning opportunities available to students at all levels. Areas for the work team to explore may include, but are not limited to:

- Comparability of class sizes throughout FUSD and with other districts;
- Feasibility of class size reductions and overage in light of facilities and teacher shortages;
- Viability of programs to enhance student safety and improve the learning environment;


The work team shall develop recommendations regarding potential uses of special tax revenues for consideration by the Board of Education as it analyzes whether to place a special tax on the ballot.

For FTA:



1/17/2018

For FUSD



01/17/18

Side Letter Agreement
Between The
Fresno Unified School District and Fresno Teachers Association
Concerning the Establishment of the
Special Education Committee

January 17, 2018

In an effort to improve communication and collaborative problem-solving to include staffing, the District and the Association shall commit to implement the special education committee set forth in Article 49 section 6. ~~This is consistent with Fact-Finder's Article 49 recommendations.~~

The committee will be comprised of the following:

Five (5) members from Fresno Unified School District

The Superintendent will select the appropriate cabinet member or designee, along with four (4) other designees to serve as representatives of FUSD on the committee.

The Superintendent will assign one of FUSD's representatives to the committee to serve as the team's co-chair.

Five (5) members from the Fresno Teachers Association

The Fresno Teachers Association President will assign five (5) members to serve as representatives of FTA on the committee.

The Fresno Teachers Association President will assign one of FTA's representatives to the committee to serve as the team's co-chair.

The Committee may establish the following:

Define tasks and duties among the team members;

Define norms for the team and for operating collaboratively;

Use effective feedback loops to elicit input from staff and other site level leadership to guide the decision-making of the work team;


The Committee will schedule a monthly meeting for the remainder of the 2017-2018 school year, and thereafter quarterly.

Meetings will alternate between workday hours and after the workday. The District will provide sub-release for FTA's committee representatives as needed.

The Committee shall provide semi-annual reports to the Board of Education via Board communications. **Joint meeting minutes will be shared by both FUSD & FTA, including board communication.**

The District shall allocate \$2,000,000 in Special Education investments which will be spent on implementing the Committee's recommendations approved by the Board. The Committee may request additional funding.

For FTA: 
1/17/2018

For FUSD 
01/17/18

SIDE LETTER OF AGREEMENT
Between The
FRESNO UNIFIED SCHOOL DISTRICT
And The
FRESNO TEACHERS ASSOCIATION
January 17, 2018

The Fresno Unified School District (“District”) and the Fresno Teachers Association (“Association” or “FTA”) hereby enter into this Side Letter of Agreement (“Side Letter”) regarding Article 63, Working Conditions as set forth in the parties’ 2016-2019 collective bargaining agreement to detail steps for the School Climate and Safety Committee initiated between February 2018 and May 2018.

WHEREAS, the District and FTA are dedicated to improving school safety, school climate and student discipline procedures;

WHEREAS, the District and FTA acknowledge the value of teacher voice;

WHEREAS, on January 16, 2018 the parties agreed to establish a school climate and safety committee;

NOW, THEREFORE, the District and FTA hereby agree to the terms and conditions set forth below:

1. **Recitals.** The recitals set forth above are true and correct.

SCHOOL CLIMATE AND SAFETY COMMITTEE

2. **School Climate and Safety Committee.** Effective February 2018, the parties shall establish a School Climate and Safety Committee (SCSC) consistent with the following:

~~Each region The Committee shall have 2-10 representatives on the committee (a total of 14) consisting of 1 teacher member selected by FTA and one administrator or designee selected by the District. The Superintendent will assign one of FUSD’s representatives to the SCSC to serve as the SCSC’s co-chair. The Fresno Teachers Association President will assign one of FTA’s representatives to the SCSC to serve as the SCSC’s co-chair. All representatives shall be active participants of the Culture Climate team at their site. 3. 3.~~

The SCSC will be comprised of the following:

Five ~~(5)~~ Seven (7) members from Fresno Unified School District

The Superintendent will select the appropriate cabinet member or designee, along with ~~four (4)~~ six (6) other designees to serve as representatives of FUSD on the SCSC.

The Superintendent will assign one of FUSD's representatives to the SCSC to serve as the group's Co-Chair.

Five ~~(5)~~ Seven (7) members from the Fresno Teachers Association

The Fresno Teachers Association President will assign Seven (7) members to serve as representatives of FTA on the SCSC.

The Fresno Teachers Association President will assign one of FTA's representatives to the SCSC to serve as the group's Co-Chair.

3. The SCSC may review the data & information the current Safety Team has produced, all suspension & expulsion data, student SEL data, school climate survey results and provide a semi-annual report to the board via board communications. **The SCSC will be separate and distinct from the current Safety Team.**
4. The SCSC may provide input on Board policy revisions.
5. Suspension & expulsion data will be provided to the SCSC on a quarterly basis. Data will be delineated by region, school, and ethnicity.
6. The SCSC will establish the following:
 - (A) Define tasks and duties among the team members;
 - (B) Define norms for the team and for operating collaboratively;
 - (C) Use effective feedback loops to elicit input from staff and other site level leadership to guide the decision-making of the work team;
7. The SCSC will schedule a monthly meeting for the remainder of the 2017-2018 school year, and thereafter quarterly;
8. Meetings will alternate between workday hours and after the workday. The District will provide sub-release for FTA's SCSC representatives as needed.
9. **Communication**

Joint meeting minutes will be shared by both FUSD & FTA, including board communication.

The SCSC's recommendations will be jointly presented to the school board, in sub-group meetings, and/or board workshops that are aligned with the Brown Act. When appropriate, joint commitments will be presented to the Board of Education for discussion.

Any legally disclosable data relevant to each SCSC's goals will be discussed, available to, and disseminated jointly by both parties. This data shall be given to both Co-Chairs prior to the meeting.

The leaders of Fresno Unified School District and the Fresno Teachers Association are dedicated to modeling and advancing a collaborative culture through invitations to attendance at such meetings as FUSD principals' meetings and FTA executive board and/or representative meetings.

Dated: 1/17/2018, 2018



Jon Bath, Bargaining Chair
Fresno Teachers Association

Dated: Jan 17, 2018



Paul Idsvoog, Chief of HR & Labor Relations
Fresno Unified School District