

**MEMORANDUM OF UNDERSTANDING BETWEEN
FRESNO TEACHERS ASSOCIATION AND
FRESNO UNIFIED SCHOOL DISTRICT**

**Joint Commitments to Address the Needs of Schools Designated as
"Persistently Low Achieving"**

I. Purpose and Intent

- A. The purpose of this Memorandum of Understanding ("MOU") between the Fresno Unified School District ("FUSD" or "District") and the Fresno Teachers Association ("FTA" or "Association"), referred to collectively as "the parties," is to set forth joint commitments regarding working conditions which will apply to all bargaining unit members who work at schools which have either been designated by the State of California as "Persistently Low Achieving" (referred to hereafter as "PLAS"), or identified by mutual agreement of the District and the Association as underperforming (in which case all references herein to "PLAS" shall also apply to these schools).
- B. The parties endorse the call for innovation contained in this MOU and acknowledge that such efforts will be enhanced and facilitated by providing a degree of flexibility regarding working conditions that may not already be contained in the negotiated Agreement ("Agreement") between the parties. As such, the provisions set forth in this MOU apply only to the schools covered herein, and except as specifically set forth below, the provisions of the Agreement shall continue to apply in the same manner as existed prior to execution of this MOU.
- C. Notwithstanding any provision of this MOU or the Agreement, the parties agree that the cost of implementing these joint commitments shall not cause or result in a "contribution" from the District's unrestricted general fund; instead, these efforts shall be supported exclusively by funds received expressly for this purpose.

II. Duty Year

- A. The duty year for all affected bargaining unit members may be increased by up to ten (10) days beyond the level set forth in Article 14 of the Agreement. The factor of payment will be increased to reflect the extended duty year so that affected bargaining unit members will continue to be compensated at their daily rate of pay. (Example: 185 days equals 1.0 factor and 195 days equals 1.054.)
- B. These additional days shall be utilized by unit members to engage in activities that address and seek solutions to student learning problems consistent with an accountable professional learning community model. Such activities may include, but are not limited to professional learning, teacher planning/collaboration, targeted student support/intervention/pre-assessment, and development of transition

programs. In no event, however, shall these additional days be utilized for extended or additional direct classroom instruction of students.

- C. By the last day of the duty year, all affected bargaining unit members will be notified as to the length of their subsequent duty year. The length of the subsequent year may be modified at a later date upon agreement of the site administration and site teacher leadership team, with the approval by FUSD/FTA joint committee.
- D. Absent exigent circumstances, these additional days shall be scheduled contiguous to existing work days.

III. Work Day

The duty day shall be increased by one-half (.5) hour beyond the level set forth in Article 20, section 1(A) of the Agreement for the exclusive purpose of providing additional direct instruction to students. Bargaining unit members will be compensated at their per diem (hourly) rate for this additional one-half (.5) hour worked.

IV. Collaboration/Accountable Professional Learning Communities

- A. The parties agree that an essential component of developing and maintaining accountable professional learning communities is providing bargaining unit members a sufficient amount of time during the work day to engage in activities such as those enumerated in section II(B) above and reviewing student data, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards aligned curriculum and developing real time intervention strategies.
- B. Therefore, the majority of time allocated for meetings as set forth in Article 20 of the Agreement shall be utilized for the activities described immediately above, without regard to a rigid yearly, semester, daily or weekly configuration of time for these purposes.
- C. If either party believes that less than two-thirds (66.6%) of time allocated for meetings as set forth in Article 20 of the Agreement has been or will be used for the purposes described immediately above, at either party's request, the use of such time shall be reviewed by FTA/FUSD joint committee, reassessed and reconfigured/reorganized as necessary to at least meet the threshold set forth in this section.
- D. An integral part of an accountable professional learning community is to ensure teachers are a key component of addressing the needs of students. Therefore, time will be allocated during staff meetings and professional development activities for teachers to present and discuss feedback, concerns and strategies for addressing curricular and social/emotional needs of students. The community may also explore and potentially create/adopt appropriate vehicles to assess feedback in a joint effort to maintain and improve an effective school climate.

V. Transfer

Article 62 of the Agreement (Transfer and Assignment) shall apply to PLAS *except that* unit members at a PLAS shall not be allowed to transfer voluntarily to another site during the school year.

VI. Evaluation

Schools identified as PLAS will pilot the new evaluation system that will be developed by a joint FTA/FUSD Task Force pursuant to the RTTT MOU.

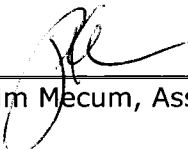
VII. Monitoring of School Programs and Progress

The parties agree to meet at least twice a month to review the implementation of programs being used in the PLAS. These meetings will address contractual, curricular, and other areas which may be impacting bargaining unit members and intervention strategies at these sites.



Greg Gadams, President/Fresno Teachers Association

6/22/10
Date



Kim Mecum, Associate Superintendent HR/LR FUSD

6/24/10
Date