

**FRESNO UNIFIED SCHOOL DISTRICT**

**DISTRICT COUNTERPROPOSAL**

**FTA NEGOTIATIONS**

**December 12, 2013**

**NEW ARTICLE 52 – SHARED-DECISION PROCEDURES**

**1. ACCOUNTABLE COMMUNITY/COLLABORATION**

1.1 The purpose of Accountable Community collaboration time is for teachers to work together to improve and support student learning guided by the College and Career Ready Standards, the California Standards for the Teaching Profession, and the District Continuum of Standards for the Teacher Profession.

1.1.1 Unit members shall be provided reasonable time during the professional work day to present and discuss feedback and strategies for addressing the College and Career Ready Standards and related pedagogical practices tied to the Foundations for Accountable Communities. This 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.

1.1.2 The site administration, in collaboration with teachers, shall determine the topics for collaboration time, which shall relate to the six (6) elements of the Foundations for Accountable Communities.

1.1.3 Each Accountable Community shall be facilitated by a lead teacher. Site administration will make teachers aware when a vacancy arises in the lead teacher position. The lead teacher shall be selected by the site administration, in joint agreement with teachers.

**2.0 SCHOOL BUILDING COMMITTEE**

**2.1 Operating Procedure**

2.1.1 The primary function of the School Building Committee is to discuss school issues, concerns and/or questions related to implementation of this Agreement.

- 2.1.2 The principal, through the School Building Committee, is obligated to provide for unit member involvement, as requested by either party, in the school's decision-making process, with final school site action being the responsibility of the principal. The Committee is not considered a bargaining unit.
- 2.1.3 The School Building Committee and the principal and/or his/her designee are to strive to arrive at decisions that are mutually acceptable.

## 2.2. Structure

- 2.2.1 The School Building Committee shall be created at each worksite from the unit members at the site. The representatives to the Committee shall be elected annually by the unit members. All elections under this article shall be conducted by the unit members within the school.
  - 2.2.1.1 At sites with unit members numbering one (1) through forty (40), the School Building Committee shall have three (3) members.
  - 2.2.1.2 At sites with unit members numbering forty-one (41) through eighty (80), the School Building Committee shall have five (5) members.
  - 2.2.1.3 At sites with unit members numbering more than eighty (80), the School Building Committee shall have seven (7) members.
- 2.2.2 Elections shall be conducted within the first two weeks of school.
- 2.2.3 Vacancies shall be filled by election for the remainder of that term.
- 2.2.4 All unit members within the school shall be eligible to vote for and hold elective positions of the School Building Committee.
- 2.2.5 School Building Committee members may be elected to successive terms.
- 2.2.6 Unit members not permanently assigned to a site shall have the option of selecting any site in which they work to vote for and hold a committee member's position.

## 2.3 Meetings

- 2.3.1 The principal and/or his/her designee of each school shall meet each month during the school year with the Committee to discuss school issues, concerns and/or questions relating to the implementation of this Agreement. Monthly meetings may be waived by mutual agreement of the Committee and the principal.

2.3.2 All agendas for the Committee meeting with the principal should be prepared jointly by the principal and/or his/her designee and the Committee chairperson.

2.3.2.1 The principal shall not be responsible for seeking input for his/her decisions on topics that are not placed on the Agenda.

2.3.2.2 Such decisions however may be put on a future Committee Agenda for discussion.

2.3.3 The principal or the Committee may have up to three (3) additional representatives at meetings between the principal and the Committee. This number may be exceeded upon mutual agreement.

2.3.4 The Committee has the right to meet without management personnel being present.

2.3.5 Results or minutes of the Committee meetings with the principal should be prepared jointly and the cost assumed by the District.

#### 2.4 Training

2.4.1 An annual workshop/training for School Building Committee members and principals shall be made available on a voluntary basis by the Association and the District.

### 3.0 WAIVERS

3.1 It is the objective of the Association and the District to encourage initiative and innovation at the work site through site based decision making. To promote and achieve this objective the parties recognize that proposals may be generated which conflict with this Agreement. In the event of such conflict, a waiver of this Agreement may be warranted.

3.2 In the event of conflict with this Agreement, the Association and the District may agree to waive specific provision(s) of the Agreement. Upon concurrence of the parties, contract waivers shall be incorporated into this Agreement for a specific period of time and for a specific work site.

3.3 Contract waivers shall be considered an addendum to this Agreement and any dispute as to a violation, misinterpretation or misapplication shall be addressed in accordance with Article 19, Grievance Procedures, in this Agreement.

3.4 Waiver(s), either separately or in total, shall not create or otherwise establish, either directly or indirectly, any future precedent.

3.5 Waiver procedure

- 3.5.1 A waiver request of the Agreement is to be initiated by petition filed by the site administration, or signed by at least 25% of Association members at the work site, including itinerant personnel (e.g. speech/language pathologists, special education teachers, nurses, etc.). The petition shall be submitted to the Association's President and the District's Superintendent. The petition must clearly identify which contract provision(s) is/are petitioned for waiver.
- 3.5.2 A secret ballot vote shall be conducted by the Association's Faculty Representative or designee at the work site. The waiver request must receive the support of 75% of the votes cast by Association members assigned to the work site including itinerant personnel (e.g. speech/language pathologists, special education teachers, nurses, etc.).
- 3.5.3 Both the petition circulation and balloting for a waiver request shall be conducted to assure that all unit members have a reasonable opportunity to sign a petition and/or cast a vote in the waiver election.
- 3.5.4 Upon certification of the required 75% support, the waiver request shall be submitted in writing to the Association's President and the District's Superintendent for each party's consideration.
- 3.5.5 The Association President shall present the waiver request to the Executive Board for approval, and the Superintendent shall present the waiver request to the Board of Education for approval. Upon concurrence by the Association and the District, contract waivers shall become a provision of this Agreement and applicable at the specific work site for the specific period of the waiver.
- 3.5.6 A waiver may be renewed or rescinded by following the above procedure.

#### 4.0 SCHOOL SITE COUNCIL

- 4.1 ~~Unit member representatives to School Site Council shall be selected by the site administrator, in conjunction with the Association.~~ Unit member representatives to School Site Council shall be elected by the unit members at the site. These elections shall be conducted by the Association's Site Representative.
- 4.2 Prior to submission of the *Single Plan for Student Achievement* (SPSA) budget to the School Site Council for adoption, the unit members shall be provided a copy for review and comment.

