

ARTICLE 66 – SHARED DECISION PROCEDURES

1. Accountable Community/Collaboration

1.1 The purpose of Accountable Community collaboration time is for teachers to **collaborate which can include curriculum, planning lessons, assessing lessons, discussing best teaching practices and strategies, developing instructional intervention strategies, and maintaining and improving an effective school culture/climate.** ~~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 workday 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.~~

~~1.1.1 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.~~

1.1.1 Accountable Communities are comprised of teachers working toward a common academic purpose. This can include subject area, grade level, pathways, academic areas, partnership academies or any other group identified by the site administrators in collaboration with department chairs and grade level lead teachers.

1.1.2 The Accountable Community meeting topics will be decided by the members of each AC group. The meetings shall be professional and focused but minutes and/or agendas will not be required.

~~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 Procedures

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 in each school building from the bargaining unit members at that building. The faculty representatives to

the Committee shall be elected annually by the faculty. All elections under this article shall be conducted by the unit members within the school.

- . 2.2.1.1 For faculties (includes all bargaining unit members working at a school site)*numbering one (1) through forty (40), the School Building Committee shall have three (3) members.
- . 2.2.1.2 For faculties (includes all bargaining unit members working at a school site)* numbering forty-one (41) through eighty (80), the School Building Committee shall have five (5) members.
- . 2.2.1.3 For faculties (includes all bargaining unit members working at a school site)* 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~~ **once per academic year.**
- . 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.

*Bargaining Unit members not permanently assigned to a school site shall have the option of selecting a school in which they work to vote for the purpose of exercising their right 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) 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. 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 procedures
 - . 3.5.1 A waiver request of the Agreement is to be initiated by petition 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 Upon certification of the required 25%, 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 Right to Consult

4.1 The district acknowledges the ~~right of the Association~~ **expertise of teachers in their own grade level or subject area and therefore will reinstate permanent curriculum committees. These committees will work with district area leads for each academic subject area. These committees will draft and lead** ~~to consult at the District level on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks,~~ **along with all technology components. If a difference of opinion exists between the District and the opinion of the curriculum committee the District shall present the disagreement to the school board.** ~~to the extent such matters are within the discretion of the District under the law. In such case, the Association shall have the right to select the representatives to consult with the District.~~

4.1.1 Adoption of new textbooks or core course curriculum shall be an open and inclusive process. All teachers within the effected grade level or subject area undergoing adoption will have the opportunity to attend meetings and participate in the selection of new materials to be considered for adoption. All adopted curriculum and textbooks are to be considered resources and not to supplant the expertise of the teacher in making decisions regarding the pacing and use of adopted curriculum and supplemental materials.

4.1.2 All prospective textbook adoptions will include the ability of the committees to preview and test all technology components including students capabilities to effectively

use all the technology. Training for any textbook adoption will concurrently include all technology components purchased as part of the adoption.

5.0 School Site Council

- . 5.1 Unit member representatives to School Site Councils shall be elected by the unit members at the site. These elections shall be conducted by the Association's Site Representative.
- . 5.2 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. **This plan should be written according to site needs and not from a district template or forced to fit specific FUSD parameters decided by previous decisions.**
- . 5.3 Prior to the School Site Council election each year, the site administration shall distribute a digital copy of the previous fiscal year's budget along with a digital and printed copy of the current proposed budget to all site unit members.
- . **5.4 Site administration shall update unit members at least three (3) times a year on budget expenditures and the progress in meeting SPSA initiatives.**