

**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Collective Bargaining**

**SDEA Proposal Passed June 8, 2017  
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SDEA Proposal Passed November 30, 2017  
District Proposal Passed February 1, 2018  
SDEA Proposal Passed February 1, 2018**

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*This Proposal is intended to reflect current practice.*

**ARTICLE 24 – EDUCATION REFORM AND SHARED DECISION-MAKING**

**Section 24.1: STATEMENT OF INTENT**

The District and the Association agree to cooperatively engage in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees.

In order to support this engagement process, the District and Association agree to participate in a facilitated process during the term of this Agreement to review and revise the current shared decision-making process. This process would result in recommendations to revise current Board Policies, develop models for collaborative practice with high-functioning school site and program governance teams, ensuring accountability so that the shared decision-making process forwards the goal of ensuring all students are within the sphere of success.

24.1.1 Programs referenced in this Article and this Agreement shall include but not be limited to those with existing Program Governance Teams as of August 28, 2017, and include: Psychologists, Speech/Language, Adapted Physical Education, Early Childhood Special Education, Visually Impaired, Deaf/Hard of Hearing, Counseling, and Nursing.

**Section 24.2: EDUCATION REFORM**

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Education reform and shared decision-making may call for a variety of changing roles and responsibilities within the schools and programs, including but not necessarily limited to:

- 24.2.1. Involving ~~school~~ staff members and stakeholders in decision-making at school sites and programs.
- 24.2.2. Devising new systems of school site accountability.
- 24.2.3. Organizing and staffing schools in new ways.
- 24.2.4. Altering schedules and learning activities to accommodate different levels of student learning.
- 24.2.5. Involving school and program staff members in budget development.
- 24.2.6. Encouraging greater interaction between staff members ~~through such activities as peer group coaching, team performance reviews, observation schedules, sharing of teaching techniques and strategies~~ and stakeholders.

### **Section 24.3: CONTRACT WAIVERS**

Recognizing that education reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.

- 24.3.1. The District and the Association recognize the need for flexibility in education reform and will, where appropriate, consider waiving or modifying any contract provisions. Contract waivers must be submitted on or before the 15<sup>th</sup> of April prior to the school year the waiver is to take effect. Approved contract waivers must be renewed on an annual basis.
- 24.3.2. Education reform proposals which require such waivers or modifications shall be referred to the Contract Administration Committee for review.
- 24.3.3. All agreements to modify, amend or otherwise change contract provisions will be by mutual written agreement of the Parties. Each Party will determine its own procedures for ratifying any written agreements which modify existing contract provisions. Contract waivers must be submitted to the Association on or before the 15<sup>th</sup> of April prior to the school year the waiver is to take effect. Approved contract waivers must be renewed on an annual basis.

### **Section 24.4: SHARED DECISION-MAKING**

The District and the Association share a fundamental and profound commitment to providing the highest quality education possible to the students of our district. To this end, the Parties believe that the quality of decision-making is best when the process is closest to and includes all stakeholders on school site governance teams, which should include parents, community

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representatives, administrators, certificated staff members, classified staff members, and when appropriate, students. The stakeholders in each school community have the best information to design and implement effective strategies for the continuous improvement of student achievement. It is fully recognized that through their collaborative vision and efforts, students benefit academically, socially and emotionally. Shared decision-making is the process which brings these stakeholders together to share the responsibility for needed changes in the instructional program and the corresponding accountability for results of their decisions. There is no one best way to organize a school, a classroom or an educational program. Shared decision-making enriches the instructional program by bringing together a variety of perspectives in the quest to improve student achievement. To this end, school sites ~~and programs~~ governance teams referenced in Section 24.1.1 shall adhere to the following:

- 24.4.1. Unless otherwise restricted by law, district policy or procedure, contracts, or agreements with other employee groups, the scope of authority of a governance team shall include improvement of the instructional program as its main focus and shall be set forth in the school site governance document.
- 24.4.2. Each school site ~~and programs~~ governance teams referenced in Section 24.1.1 shall have a written governance document which includes provisions which define the makeup of the governance team, the scope of authority, the decision-making process to be used and procedures for the resolution of disputes regarding interpretation of the governance document.
- 24.4.3. Conflicts or differences of interpretation which may arise regarding implementation of shared decision-making processes at the school site may be submitted by a unit member(s) to the Contract Administration Committee for resolution.
- 24.4.4. The school site governance team, when appropriate and except as limited by Article 8, may use staff development days, modified days, and other non-student attendance time to conduct reform activities. ~~School Site~~ budgets, when not restricted by categorical restraints, may be used to support governance team activities.
- 24.4.5. The association representative or designee shall be a voting member of the School Site Governance Team, unless waived by a secret ballot vote of two-thirds (2/3) of the unit members at a school site.
- 24.4.6. The Contract Administration Committee will facilitate the development and implementation of training for school site and program governance team members.
- 24.4.7. Whenever possible meetings shall occur at a time reasonable for stakeholders to attend. If a school site or program governance team meeting is scheduled at a time when an SDEA member assigned to that school site or program has other duties, that unit member shall have the right to be released to attend the meeting if there are any agenda items that directly affect that unit member's work.

**Section 24.5: SITE DECISIONS REGARDING STAFFING**

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### **24.5.1 School Site Governance**

**24.5.1.1** Whenever a school site governance team contemplates the elimination of an existing bargaining unit position, the debate and discussion shall take place at open meetings and affected unit members shall be informed and afforded the opportunity to speak.

**24.5.1.2** School sites contemplating the elimination of an existing bargaining unit position must complete the shared decision-making process during the school year preceding the year when such decision is proposed to become effective. The decision must be made no later than the submittal deadline for school site budgets, but within five (5) workdays before the opening of the May Post and Bid.

**24.5.1.3** Decisions covered by this Section shall be submitted to the Contract Administration Committee to seek a waiver of appropriate district procedures and/or contract provisions which govern the staffing levels of such positions.

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### **24.5.2 Program Governance**

**24.5.2.1** Whenever a program contemplates changes to existing assignment locations excluding the provisions of Article 12.16, the debate and discussion shall take place at open meetings and affected unit members shall be informed and afforded the opportunity to speak.

## **Section 24.6: PILOT SCHOOLS**

In order to advance the Parties' mutual intent as expressed in Section 24.1., the Association and the District agree to engage in the following joint reform effort. The Parties shall cooperatively establish pilot schools or K-12 clusters of schools for the purpose of enhancing student achievement. Pilot schools shall be selected through a Request for Proposal (RFP) process to be developed by the Contract Administration Committee in accordance with the following criteria:

24.6.1. Any school site or independent group of certificated unit members may submit a proposal provided that the proposal receives the support of at least two-thirds (2/3) of the certificated unit members on the existing staff of the school site or cluster at which the pilot is proposed, by secret ballot vote, as well as evidence of the support of parents and classified staff at the school site or cluster.

24.6.2. At a minimum, pilot school proposals shall address the focus, design and goals of the instructional program; the standards against which the school's progress will be measured; the staff development necessary to improve instructional practices; the manner in which the school shall be organized and governed; the SDEA contract and district policies/procedures from which the school requests to be exempted and the reasons therefore.

24.6.3. Pilot schools shall remain subject to all local, state and federal laws governing school districts and to those portions of the SDEA contract and district policies and procedures

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established in compliance with such laws. Pilot schools shall also remain subject to the District's Employment Regulations For The Classified Service and the provisions of existing collective bargaining agreements covering other bargaining units unless waived by the appropriate employee organization.

24.6.4. The Contract Administration Committee shall develop criteria for evaluating proposals, timelines and any necessary additional requirements and procedures relating to this Section and shall be responsible for establishing a process for monitoring and evaluating the pilot schools.

24.6.5. Those pilot school proposals recommended for implementation by the Contract Administration Committee shall be subject to the formal approval of the Association and the Board of Education.

24.6.6. Pilot schools shall require approval on a year-to-year basis by mutual agreement of the Parties.

**Section 24.7: STANDARDS, CURRICULUM, STAFF DEVELOPMENT, AND STUDENT ASSESSMENT**

The Parties agree to develop a collaborative approach to achieve the alignment of standards, curriculum, staff development and student assessment, and address the impact of multiple initiatives on the school site. The Contract Administration Committee shall develop a process and/or appoint a committee for this purpose, including all stakeholders, and shall monitor its progress on an ongoing basis.

24.7.1. Professional Learning Communities (PLC)

24.7.1.1. PLCs shall be unit member directed, principal facilitated, and student focused.

24.7.1.2. A calendar of PLC Professional Development shall be provided to unit members no less than 30 calendar days prior to the scheduled date. In the event changes to the calendar become necessary, unit members will be notified as soon as possible.

24.7.1.3. After consultation with the site administrator, a PLC team may attend District offered Professional Development as part of their PLC.

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24.7.2. Assessments

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24.7.2.1. The District and the Association agree that testing should be meaningful and useful and that the over-reliance on high-stakes standardized testing is undermining educational quality and equity.

24.7.2.2. Site based assessments plans shall be created collaboratively with ~~teachers-educators~~ and site administrators.

24.7.2.3. The District shall post opt-out information for parents on the District website and at each school site that will inform, though not encourage, parents of their right to opt their students out of state testing.

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