

**Oakland Unified School District  
Package Proposal to OEA  
January 27, 2015**

The attached proposals are presented as a Package Settlement Proposal (Package) to the Oakland Education Association. This means the following:

1. The component proposals are offered in the context of an entire Package as a basis for settlement. The parties have fully and faithfully explored all articles in these negotiations; the District believes it is in both parties' interest to pursue settlement of all outstanding issues in a package.
2. As part of this Package, the District maintains its previously stated proposals on the following Articles:
  - 9 – Academic Freedom (OUSD #25, 10/14/14).
  - 12 – Assignment/Transfer/Vacancy/Consolidation Policy (OUSD#33, 11/6/14).
  - 15 – Class Size and Caseload (OUSD#41, 1/13/15).
  - 25 – Peer Assistance and Review (#37, 11/6/14).

OUSD Counterproposal # \_\_\_\_\_  
Article 1 AGREEMENT  
January 27, 2015  
Time: \_\_\_\_\_

**1.1 General Provisions**

- 1.1.1 This Agreement fully and completely incorporates the understanding of the parties hereto, constitutes the entire a Agreement between the parties, and supersedes all previous agreements, understandings and prior practices related to matters included within this Agreement.
- 1.1.2 ~~It is agreed that the~~ **The** Employer and Association will support this Agreement for its duration, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent or pursuant to articles contained herein.
- 1.1.3 The Employer shall make no changes in matters affecting salaries, benefits, or working conditions covered by this Agreement without meeting and negotiating with the Association. Nothing contained in the Agreement shall be

interpreted or applied to eliminate, reduce, or diminish any bargaining unit member's benefits.

1.1.4 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules that are designed to implement this Agreement shall be consistent with the terms of the a Agreement.

## 1.2 **General Bargaining Provisions**

1.2.1 A contract between the Employer and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Agreement.

## 1.3 **Term of Agreement**

~~1.3.1 The term of this Agreement is July 1, 2005 through June 30, 2008. The Association shall present bargaining proposals for a successor contract on or about December 1, 2007, and the parties shall begin bargaining not later than January 15, 2008, or at times that are mutually agreed to by the parties.~~

**1.3.1 The term of this Agreement shall be as follows:**

**1.3.1.1 2013-2014: From July 1, 2013 through June 30, 2014; and**

**1.3.1.2 2014-2015 through 2016-2017: From July 1, 2014 through June 30, 2017.**

**1.3.1.3 The Association shall present bargaining proposals for a successor Agreement on or about December 1, 2016, and the parties shall begin bargaining not later than January 15, 2017, or at times that are mutually agreed to by the parties.**

## 1.4 **Reopeners**

**1.4.1 Notwithstanding any other Article in this Agreement, the parties shall reopen negotiations during the term of this Agreement as follows:**

**1.4.1.1 Upon the written request of either party dated on or before December 1, 2015, negotiations shall be reopened over Compensation (Article 24) for the 2016-2017 school year following public notice "sunshining" procedures.**

**1.4.1.2 Performance Evaluation Pilots as set forth in the MOU between the parties dated \_\_\_\_\_.**

**1.4.1.3 Peer Assistance and Review (Article 25): Section 25.3.5 (Confidentiality) for the 2016-2017 school year.**

**1.4.1.4 Early Childhood Education Centers (Article 22): For the 2015-2016 school year.**

**1.4.1.5 Career Pathways: Articles 13 (Performance Evaluation), 24 (Compensation) and any other Articles necessary to address this area. Discussions will occur during the 2014-2015 and/or 2015-2016 school years with implementation targeted not later than the 2016-2017 school year.**

**1.4.1.6 School Site Flexibility Process Task Force (Article 27): The Process Task Force shall complete its work and the District and Association shall ratify changes to the Agreement as necessary to achieve full implementation of Article 27 at the commencement of the 2016-2017 school year in accordance with section 27.3.7 of the Agreement. Per Article 27.2.4, the Process Task Force discussions represent the agreement of the parties to reopen Articles 10, 12, 27 and such other articles the Task Force deems necessary to reopen in order to accomplish the purposes set forth in this Article.**

OUSD Counterproposal # \_\_\_\_\_

Article 10

January 27th 2015

Time: \_\_\_\_\_

#### **Article 10.9 Extended Collaboration Time**

All student minimum days at each school shall be extended 30 minutes beyond the normal workday to support staff collaboration. **Such minimum days shall be limited to no more than one day per week and shall not apply to the first two (2) minimum days referenced in article 10.5.1.2 of the 2012-13 Agreement.** Collaboration activities will be determined at the site level in collaboration with Faculty Council and may consist of a variety of activities, including but not limited to **planning efforts to improve academic performance of students, supporting teachers with implementing academic course standards**, articulation with Programs for Exceptional Children, department and grade level lesson planning, project planning and professional development. **It is the express intent of the parties that this time be integrated as part of a larger block of time for site determined collaboration activities (as defined in this section) occurring on these minimum days but shall not be used to extend the work day on these days beyond thirty (30) minutes.** This section shall be implemented commencing with the 2015-2016 school year only if the contingency set forth in section **24.X** is met.

## **OUSD Counter Proposal**

### **Article 12 ASSIGNMENT/TRANSFER/VACANCY/CONSOLIDATION POLICY**

**November 6<sup>th</sup> 2014**

**Proposal #**

**Time**

**(Changed Sections Only)**

#### **12.2.1**

**The parties desire to ensure that every school benefits from a community of professionals committed to the educational and social emotional strategies agreed in the school's site plan. To this end, the parties seek to fill vacancies at sites in a manner that provides the best opportunity for this alignment of practice.**

Transfer requests for sStaffing vacancies for subsequent school years shall be filled completed using the following process:

#### **12.2.2 Vacancies for the Subsequent School Year**

All vacancies shall be listed on the Position List and made available at the school sites, Administration Building Lobby, Association Office and on-line. ~~except in cases where vacancies are filled by employee-initiated transfers, employer-initiated transfers, consolidations or unit members returning from leave. The Position List identifying vacancies not filled by employee and/or employer-initiated transfer requests shall be made available weekly until the position is filled.~~

**In partnership with the Human Resources Services and Support Department, the School Site Council of each school will designate a Personnel Committee of not more than 7 members with the majority of members being teachers at the site. After receiving appropriate training from Human Resources, this Personnel Committee will review the transfer requests of unit members and applications of qualified external applicants.**

**The Personnel Committee may engage all or a subset of candidates in interviews, demonstration lessons or other demonstrations of professional practice which may include the participation of additional unit members with relevant subject matter or grade level expertise. The Personnel Committee will make recommendations to the Site Leader/Principal who will make the final determination on recommended candidates.**

**If the Personnel Committee cannot be convened (e.g. Summer Recess, Spring Break), the Site Leader/Principal shall proceed with the interview process and make his/her hiring decisions known in writing to Personnel Committee members within five days of interviews with qualified applicants.**

#### **12.2.2.1**

As vacancies are identified at the site for the subsequent school year, the **Site Leader/Principal** ~~principal or site administrator~~ shall request from the Human Resources Services and Support a list of eligible candidates who have submitted timely transfer requests, as well as any qualified external applicants recruited by the Employer **and provide this information to the Personnel Committee.**

### **12.2.3 Vacancies Occurring During the School Year**

Unit members who are unassigned because of consolidations, employer-initiated transfers and/or who are returning from leaves shall be **considered for** ~~given the first opportunity to accept vacancies for which they are qualified and to~~ **for** which they indicate a preference **(see Articles 12.7.2, 12.8.8 and 11.1.3 respectively).**

#### **12.2.3.2**

~~All vacancies occurring during the school year shall be filled first by unassigned staff who have the required credentials, qualifications and experience. Remaining vacancies shall be filled by substitutes and new hires having qualifications for the positions.~~

~~In no case shall the Employer hire an applicant with only an emergency credential until all applicants with preliminary or clear credentials have been considered.~~

~~The Employer will indicate on the monthly listing of new hires provided to the Association those unit members hired with emergency credentials, intern credentials, and/or preliminary or clear credentials.~~

#### **New Article [Proposed location: 12.2.4]**

**Unit members not assigned by August 1<sup>st</sup> through the process in Article 12.2.2 shall be assigned, with consideration given to unit member preference, to an instructional support role that may include one of the following:**

- 1. Team teaching assignment;**
- 2. Curriculum development and design;**
- 3. Single site-based substitute teacher;**
- 4. Small group instruction and intervention;**
- 5. Substitute for a specific network or group of schools.**

**Unit members shall remain in these roles for the duration of the school year and shall participate in the Article 12.2.2 process again for the subsequent school year. Should vacancies occur during the school year the unit member may elect to participate in the selection process for such vacancies per Article 12.2.2.**

#### **12.3.1**

Applications shall be available at District sites, the Administration Building on-line and provided to the Oakland Education Association. The parties encourage all unit members to file applications using the electronic process.

## **12.4 Assignment Factors**

### **12.4.1**

The **school leader/principal** of each school site, **Personnel Committee** site-selection team, **and Central Office Department leaders** requesting teacher personnel shall supply the Human Resources Services and Support with the basic data upon which to determine the **eligibility suitability** of a candidate for a position on the basis of the following assignment factors:

- Possession of the appropriate California Teaching credential;
- Legal requirements;
- Qualifications, **Skills**, and Experiences in **alignment with the site plan and the needs of individual positions**

### **12.4.2**

If the above factors are equal for candidates, seniority in the District shall be given preference in granting an assignment.

### **12.4.3**

In recognition of the importance of experience in the District, the Employer will give full consideration to current credentialed and qualified temporary and substitute teachers who are eligible applicants for a posted vacancy ~~before new applicants are considered.~~

### **12.4.4**

Candidates not selected for a position will be notified either electronically or in writing of the reason(s) for non-selection after a selection has been made and a candidate has accepted. The non-selected candidate may arrange a conference within five (5) days of the notice with the Human Resources Director or designee to discuss the **non-selection rationale**. ~~ineligibility.~~

### 12.6.2

In making a transfer, the convenience and the wishes of the unit member shall be given strong consideration. After the unit member has applied for a transfer, he/she shall be given the Position List referenced in Section 12.1. Upon reviewing the Position List, the unit member shall select, in order of preference, up to his or her first five (5) choices.

**These selections will be provided to the Personnel Committee and Site Leader at each selected site to complete the process (see Article 12.2.2).** ~~If more than one unit member selects a position, the unit member with the most seniority shall have first preference.~~

### 12.6.6

If a unit member's transfer request is denied, the unit member will be notified either electronically or in writing as to the reasons why. Upon written or electronic request, a non-selected candidate may arrange a conference within five (5) days of the notice with the Human Resources Director or designee to discuss the non-selection ~~ineligibility~~.

### **Employer-Initiated Transfer (Involuntary)**

#### 12.7.2

The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. **These selections will be provided to the Personnel Committee and Site Leader at each selected school to complete the process (see Article 12.2.2).**

~~The Unit member's preference shall be honored unless there is a conflict with the assignment factors previously enumerated in this Article.~~

### **Consolidations**

#### 12.8.8

Unit members to be reassigned because of consolidation of their positions shall be **considered for** ~~given the first opportunity to accept current vacancies for which they are qualified.~~ **The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. These selections will be provided to the Personnel Committee and Site Leader at each selected school to complete the process (see Article 12.2.2).**

### 12.9 (Eliminate and replace existing 12.9 in its entirety with the following)

#### *Transfer/Consolidation Due To School Closure or Significant Restructuring*

##### Physical School Closure

**Unit members assigned to a school prior to temporary physical closure shall have the option of remaining at the school after physical reopening.**

**In the event that all the unit members cannot remain at a site due to enrollment decreases, the consolidation factors will be used to determine who is to be consolidated. (Article 12.8)**

**Unit members to be reassigned because of consolidation of their positions or who volunteer to be consolidated shall be considered for vacancies for which they are**

qualified. The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. These selections will be provided to the Personnel Committee and Site Leader at each selected school to complete the process (see Article 12.2.2).

#### 12.10.1.8

Volunteers shall be given first consideration for assignment to combination classes in development of the draft (tentative) teacher assignments referred to in Article 12.10.1.3

#### Change Required in 11.1.3 regarding return from leave

Unit members who are unassigned and/or who are returning from leave shall be considered for given the first opportunity to accept vacancies for which they are qualified. The unit member shall select in order of preference, up to his or her first five (5) choices from the Position List. These selections will be provided to the Personnel Committee and Site Leader at each selected site to complete the process (see Article 12.2.2).

OUSD Counterproposal # \_\_\_\_\_

Article 21 **Special Services and Specialized Services**

January 27, 2015

Time: \_\_\_\_\_

21.4- [Eliminate all language in 21.4 and replace with the following:]

**A BCLAD stipend of \$1500 shall be paid to all teachers who hold BCLAD certification. The stipend shall be added to the annual salary amount and paid out in 10 equal increments.**

21.11 Speech and Language Pathologist Specialists (SLP)

**Each SLP shall be provided two release days to complete mandated paperwork. The dates shall be scheduled by mutual agreement between the SLP and their immediate supervisor.**

21.11.2 **Each SLP shall receive an adequate sum of money for professional use including but not limited to the purchase of supplies and materials and dues for mandatory professional organizations for each full-time position to the extent possible within the existing budget, but not to exceed \$500.00 annually. ~~A laptop with appropriate software shall be provided in order to complete mandated paperwork related to IEPs.~~**

21.13 Special Day Class Teachers (SDC)

21.13.7 SDC teachers will be invited to participate in the interview process to fill ~~IA~~ **paraprofessional** vacancies in their programs. ~~Site administrators may invite SDC teachers to participate in the interview process to fill AHC vacancies in their programs. It~~



is understood that this language does not apply if a permanent SDC teacher is not currently assigned to this position.

21.13.8 Each SDC teacher shall submit to the Site ~~Administrator~~ **Leader** recommended work schedule and work responsibilities for any ~~IA/AHC~~ **paraprofessional\*** assigned to their program.

Under the direction of **and support from the Site Leader\***, SDC teachers are responsible for providing program guidance, including orientation to ~~IA/AHC~~ **paraprofessionals\*** assigned to their program.

*\*For consistency, site administrator should be replaced by site leader throughout, and IA/AHC should be replaced by paraprofessional throughout*

21.18.11.2.3 **Effective September 1, 2015**, provide single coverage for Kaiser Health Plan, **and dental and vision benefits commensurate with probationary and permanent unit members.** Coverage is for the twelve month period September 1 through August 31, for each STIP participant.

**21.21.1 Adult Education Hourly members teaching ten hours per week or more shall receive one hour of paid preparation time per week in addition to their instructional hours. This hour shall count towards eligibility for health benefits.**

[Current Contract Language for All Other Sections of Article 21.]

**REVISED**

OUSD Counterproposal #  
Article 24 **COMPENSATION**  
January 27, 2015

Time: \_\_\_\_\_

**SUMMARY OF PROPOSAL**

The District proposes a combination of the following total compensation increases:

- A. Ongoing salary schedule increases totaling 10% over ~~two~~ **three** years, assuming the District receives at least a projected level of State revenue in the second (**2015-2016**) and third years (**2016-2017**) as defined below.
- B. An additional 1.5% salary schedule increase effective with the 2015-2016 school year, contingent upon the availability of additional revenue to support extended collaboration time as defined below.

- C. An additional estimated 1.5% salary schedule increase *if* both parties agree to realign the District contribution level to OEA for health & welfare benefits to establish a District-wide practice.

### **PROPOSAL**

Eliminate Article 24.1 (sections 24.1 through and including 24.1.5.1) and replace with the following to provide (renumber contract sections as appropriate):

#### **A. ONGOING SALARY SCHEDULE INCREASES TOTALING 10% OVER ~~THREE~~ TWO YEARS (Plus an additional one-time payment in 2014-2015) :**

1. **2014-2015 School Year - 3%:** Effective January 1, 2015 all salary schedules and substitute rates shall be increased by an ongoing three percent (3.0%). In addition, unit members shall receive a one-time payment equal to approximately .7% of their 2014-2015 salary (exact percentage depends on available revenue and cost of 1% increase at that time).
2. **2015-2016 School Year – ~~3~~ 7%:**
  - a. Effective January 1, 2016, all salary schedules and substitute rates shall be increased by an ongoing three percent (3.0%), subject to number 4 below.
  - b. **Effective at 11:59 p.m. on June 30, 2016, all salary schedules and substitute rates shall be increased by an ongoing four percent (4.0%), subject to number 4 below.**
3. **2016-2017 School Year – Reopen on Compensation: Negotiations shall be reopened over Compensation (Article 24) for the 2016-2017 school year pursuant to the terms of section 1.4.1.1 of this Agreement. ~~4%~~** Effective July 1, 2016, all salary schedules and substitute rates shall be increased by an ongoing four percent (4.0%), subject to number 4 below.
4. **Contingency for 2015-2016 ~~and 2016-2017~~ School Years**
  - a. The increases set forth above for the 2015-2016 ~~and 2016-2017~~ school years shall be implemented contingent upon the District receiving an increase in “unrestricted revenue” (as defined below) for ~~each the 2015-2016 and 2016-2017~~ school years at least equal to the amount projected in the Multiyear Projection included as part of the District’s 2014-2015 First Interim Report.
  - b. If the increase in “unrestricted revenue” in a particular year does not meet projections as defined above, the following shall apply to such year(s):
    - i. If both parties agree, a proportionate ongoing salary schedule increase shall be implemented.
    - ii. **2015-2016 January 1, 2016 Increase:** For example, if 90% of the projected “unrestricted funding” for 2015-2016 is received, a 2.7% ongoing salary schedule increase would be implemented January 1, 2016 (3% x 90% = 2.7%).
    - iii. **2015-2016 June 30, 2016 (11:59 p.m.) Increase:** For example, if 90% of the projected “unrestricted funding” for 2016-2017 is received, a 3.6% % ongoing salary schedule increase would be implemented January 1, 2016 (4% x 90% = 3.6%).

- iv. In the absence of mutual agreement to the foregoing **for either increase provided above**, negotiations shall be reopened over the subject of compensation **as to that particular increase**.

**B. AN ADDITIONAL 1.5% SALARY SCHEDULE INCREASE EFFECTIVE WITH THE 2015-2016 SCHOOL YEAR, CONTINGENT UPON THE AVAILABILITY OF ADDITIONAL REVENUE TO SUPPORT EXTENDED COLLABORATION TIME AS DEFINED BELOW.**

1. **Intent:** The intent of these provisions is to provide an additional 1.5% ongoing increase to all salary schedules and substitute rates effective July 1, 2015 contingent on the following:
  - a. The receipt of an actual increase in the amount of ongoing “unrestricted revenue,” as defined below, received by the District from the State of California as a result of the 2015-2016 enacted State Budget Act/trailer legislation, sufficient to fund section (b) directly below on an ongoing basis, as defined in section 2 below; and
  - b. Implementation of extended collaboration time at the commencement of the 2015-2016 school year pursuant to section 10.2.1 (Workday) of the Agreement. Specifically, all student minimum days at each school shall be extended 30 minutes beyond the normal workday to support staff collaboration. Collaboration activities will be determined at the site level in collaboration with Faculty Council and may consist of a variety of activities, including but not limited to articulation with Programs for Exceptional Children, department and grade level lesson planning, project planning and professional development.
2. **Actual Increase in the Amount of Ongoing Unrestricted Revenue**
  - a. The parties agree there must be a stable and ongoing “unrestricted revenue” State funding source in order to establish and maintain extended collaboration time as set forth in section **B(1)(b)** above.
  - b. As used in this Article, an increase in “unrestricted revenue” means the ongoing positive difference between the District’s Local Control Funding Formula (LCFF) Base Grant funding between the 2014-2015 and 2015-2016 school years based on 2015-2016 enacted State Budget Act/trailer legislation.
    - i. This definition includes any ongoing increase in the District’s unrestricted State revenue outside of the LCFF allocation.
    - ii. This definition excludes any additional funding which is designated by law to be expended for specific purposes.
  - c. If the amount of unrestricted revenue as defined in section **B(2)(b)** is at least \$2.5 million more than the amount of unrestricted contained in the Multiyear Projection in the District’s 2014-2015 First Interim Report, extended collaboration time as set forth in section **B(1)(b)** above shall be implemented.
  - d. If section **B(1)(b)** is implemented based on satisfaction of the foregoing conditions, all 2014-2015 salary schedules and substitute rates shall be

increased by an ongoing one and one-half percent (1.5%) effective July 1, 2015 in addition to the ongoing three percent (3.0%) increase set forth in section A(2)(a) above.

**D. AN APPROXIMATE 1.5% ADDITIONAL SALARY SCHEDULE INCREASE *ONLY IF BOTH PARTIES AGREE TO REALIGN THE DISTRICT CONTRIBUTION LEVEL TO OEA FOR HEALTH & WELFARE BENEFITS TO ESTABLISH A DISTRICT-WIDE PRACTICE.***

1. **Intent:** The intent of these provisions is to provide an option for the parties to agree to modify the District's contribution to OEA unit member health benefits effective for the 2015-2016 school year in a manner which would establish a District-wide practice in this regard.
2. Such realignment is estimated to generate approximately \$2.25 million in revenue which would be reallocated as an across the board approximate 1.5% increase to the 2015-2016 salary schedule, in addition to the ongoing three percent (3.0%) increase set forth in section A(2) above. The exact percentage increase will depend on the actual amount of revenue generated by the realignment and the cost of a 1% salary increase at that time.

*NOTE: The District emphasizes that this portion of its total compensation proposal is presented as an **option** for consideration by the parties.*

**E. Effective for unit members initially employed commencing with the 2015-2016 school year:**

- a. The dollar amount appearing in step 1 shall be equal to the amount in step 2 of the salary schedules, across all columns;
- b. Such until members shall initially be placed at least at step 2; and
- c. This shall apply to all schedules in Appendix 1.

**F. Effective with the 2015-2016 school year:**

- a. Teachers assigned to Intensive Support Schools shall advance two steps on the salary schedule for each year of service (as defined in section 24.2.4.1) at such schools;
- b. Teachers shall retain their earned step placement if the school to which they are assigned is no longer designated as an Intensive Support School; however they shall thereafter revert to year for year advancement; and
- c. Teachers shall retain their earned step placement if their assignment changes to a school not designates as an Intensive Support School; however they shall thereafter revert to year for year advancement.

OUSD Proposal

Process Task Force to Implement School Site Flexibility and Intensive Support Schools Intervention

January 27th 2015  
Proposal #

Time: \_\_\_\_\_

NOTE: This Article replaces Article 27 (New Schools) which is hereby eliminated from the Agreement.

**ARTICLE 27**  
**TASK FORCE TO IMPLEMENT SCHOOL SITE FLEXIBILITY**  
**AND INTENSIVE SUPPORT SCHOOLS INTERVENTION**

27.1 Purposes

27.1.1 The purpose of this Article is to set forth the parties' commitment to establish, via a Joint Task Force, contractual procedures that will:

27.1.1.1 Enable schools, through the collective ingenuity of site staff and administration, to exercise an increased level of school-based flexibility and decision-making in the areas of staffing, instructional programming, scheduling and work hours, and resource allocation and use; and

27.1.1.2 Enable the District to designate certain schools in need of the same flexibilities as part of a program of intervention and intensive support.

27.2 Process Task Force

27.2.1 A joint OUSD/OEA Task Force shall be formed to accomplish the purposes set forth in this Article.

27.2.2 The Process Task Force shall be comprised of *[open to discussion with OEA]*.

27.2.3 The Process Task Force shall begin meeting within one month following ratification of this Agreement.

27.2.4 The Process Task Force discussions represent the agreement of the parties to reopen Articles 10, 12, 27 and such other articles the Task Force deems necessary to reopen in order to accomplish the purposes set forth in this Article.

27.3 Process Task Force Parameters

27.3.1 The charge of the Process Task Force is to design procedures, application (and other) forms, templates and to address any other matters necessary to implement this Article.

27.3.2 Such procedures may include, by way of example, information to be included on the application form, composition of the design team for approved Site-Based Initiative schools, alternative voting structures for approval of a Site-Based Initiative (e.g., the Faculty Council and principal), etc.

27.3.3 There shall be two circumstances in which the initiatives and interventions in this Article may be implemented.

27.3.3.1 Site- Based Initiative: Schools that have been identified as "At" or "Exceeding" standards on the School Performance Framework (based on the Balanced Scorecard) and demonstrate an innovative student success program

design can submit an application for approval by the Board of Education for school-based flexibilities.

- 27.3.3.2 District -Initiated Intervention: Schools that have been identified as “Below” standard on the School Performance Framework (based on the Balanced Scorecard) will be considered for designation as Intensive Support Schools and may be approved by the Board of Education as subject to District-initiated intervention.
- 27.3.4 Initiatives implemented pursuant to sections 27.3.3 .1 and 27.3.3.2 may include site-based flexibilities or District-initiated interventions (respectively) in the following areas (hereafter referred to as “school flexibility areas”):
  - 27.3.4.1 Selection of staff.
  - 27.3.4.2 Schedule and calendar.
  - 27.3.4.3 Budget (allocation of resources).
  - 27.3.4.4 Student Assignment.
  - 27.3.4.5 Curriculum and assessment (in compliance with District policy and State and Federal laws).
- 27.3.5 Site-Based Initiatives: These schools may develop a plan to implement an innovative, student-success program design which requires flexibility in one or more of the school flexibility areas.
  - 27.3.6.1 The site principal and faculty shall jointly decide to submit the application through a process designed by the Task Force.
  - 27.3.6.2 A majority (51%) of faculty voting in favor of the application and the requested flexibilities is required for approval, unless the Task Force establishes different or alternative structures
  - 27.3.6.3 For purposes of this Article, “faculty” is defined as any unit member assigned to the school site more than half (50%) of the week.
  - 27.3.6.4 All applications must include a document from the PTA or other appropriate parent group containing their views regarding the application.
  - 27.3.6.5 Applications shall be reviewed by the Superintendent/designee and will include assessment of the research-base in which the plan is grounded and the capacity of the school community to implement the plan.
  - 27.3.6.6 The Superintendent shall forward his/her recommendations for school flexibility approval to the Board of Education, whose decision shall be final.
- 27.3.6 District-Initiated Intervention
  - 27.3.6.1 The Superintendent shall recommend to the Board of Education for intervention and intensive support to a sub-set of the schools identified as “Below” standard on the School Performance Framework.
  - 27.3.6.2 The number of schools so identified shall depend on available resources.
  - 27.3.6.3 Upon approval by the Board of Education, the District will identify a site leader who is charged with initiating and **leading** a year of program design that will include development of a theory of action, a comprehensive site plan and hiring an aligned faculty of appropriately credentialed and experienced teachers.
  - 27.3.6.4** Existing teachers at an Intensive Support school site shall have the option **to join** the new program **after participating in informational meetings with the**

**design team to ensure shared understanding of the new program. Existing teachers electing to join the new program must commit in writing to implement all aspects of the new design.**

**27.3.6.5 If during the first year of the new program the teacher is unable to implement all aspects of the new design, that teacher may be placed in the talent pool for placement at a different site in the subsequent school year.**

27.3.6.6 Teachers who elect not to remain at the Intensive Support school site will secure a position at another school site pursuant to Article 12 of the Agreement. Teachers who elect to remain at an Intensive Support school and who are assessed to not be performing successfully in the new program design shall be subject to consolidation, placed in the Talent Pool and assigned pursuant to Article 12 of the Agreement.

27.3.7 Implementation Time Line

27.3.7.1 Site-Based Initiatives: During the 2014-2015 school year, the Process Task Force shall complete its work and the District and Association shall ratify changes to the Agreement as necessary and in sufficient time for eligible schools to submit applications during the first semester of the 2015-2016 school year, followed by a planning semester and implement no later than commencement of the 2016-2017 school year.

27.3.7.2 District-Initiated Intervention: During the 2014-2015 the Process Task Force shall complete its work and the District and Association shall ratify changes to the Agreement as necessary and in sufficient time for schools to be designated during the 2014-2015 school year, participate in a “design year” in 2015-2016, and implement no later than commencement of the 2016-2017 school year.

27.3.8 This Article and the final provisions approved by the parties based on the Task Force’s product are separate and distinct procedures from Articles 26 (Contract Waivers) and 28 (School Site Interventions) of the Agreement. As such, Site-Based Initiatives and District-Based Interventions need comply only with the aforementioned procedures.