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ARTICLE XIV

Effect of Agreement

5 A. It is understood and agreed that the specific provisions contained in this Agreement shall
6 prevail over current and past District practices and procedures and over state laws to the
7 extent permitted by state law, and that in the absence of specific provisions in the Agreement
8 or in the law such practices and procedures are discretionary with the District.
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10 B. It is agreed that, with the mutual consent of the parties, any provision of this Agreement may
11 be waived if such waiver will support the educational mission of the school district. The
12 process and structure for obtaining such a waiver will be known as Educational Mission:
13 Innovation Advancement.
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15 1. **Educational Mission: Innovation Advancement Committee:**

16 a. The purpose of the committee is to consider contract waiver requests which
17 may be submitted from any CDC/Head Start site.
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19 b. The committee will have eight (8) members, four (4) appointed by the
20 Association and four (4) appointed by the District.
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22 c. The committee will meet during the duty day as needed throughout the
23 traditional schedule school year. The duration of each meeting will be
24 dependent upon the number of waiver requests to be considered. Substitutes
25 will be called through normal procedures.
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27 d. The committee will be responsible for its own procedures, including the
28 selection of a chairperson. Requested clerical support will be provided by the
29 District.
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31 2. **Requests for Contractual Waiver:**

32 a. Requests for an individual site waiver of a specific provision(s) of the
33 collective bargaining Agreement will be submitted to the Educational
34 Mission: Innovation Advancement Committee accompanied by (a) evidence
35 that the proposal is supported by at least two-thirds (2/3) of the affected
36 bargaining unit employees, (b) the endorsement of the program Director and
37 the Deputy Superintendent and (c) the endorsement of the TALB Board of
38 Directors. With respect to (a) above, it is understood that the voting process
39 will be of sufficient duration to enable all affected unit members the
40 opportunity to vote on the proposal.
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42 b. Waiver requests will contain such other information as may be required by
43 the Educational Mission: Innovation Advancement Committee (e.g.,
44 purpose, duration, effect, etc.). Any request which
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deals with curricular matters will include information regarding review through the District curriculum process.

- c. To be recommended to the Superintendent for presentation to the Board of Education the waiver request must receive the vote of at least six (6) of the eight (8) committee members.

3. **Continuation/Termination of Contractual Waivers:**

- a. An approved waiver will be reviewed annually by the program Director, the Deputy Superintendent, the TALB Board of Directors, and the affected bargaining unit employees to ensure that the Director, the Deputy Superintendent, the Association, and at least two thirds (2/3) of the affected bargaining unit employees wish to continue the waiver through the next semester or school year, as specified.
- b. If during this required annual review the program Director and Deputy Superintendent, or the Association do not wish to continue the waiver, or if more than one-third (1/3) of the affected bargaining unit employees do not wish to continue the waiver, the previously waived contract provision will be automatically reinstated in its entirety at the beginning of the next semester or school year, as specified.
- c. Except to the extent waived pursuant to this Article, the collective bargaining agreement will remain in full force and effect and have full application to the bargaining unit employees who are affected by an approved site waiver.