

ARTICLE XV

Effect of Agreement

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

1. Educational Mission: Innovation Advancement Committee:

- a. The purpose of the committee is to consider contract waiver requests which may be submitted from any school site. This committee also will consider CDC/Head Start waiver requests.
- b. The committee will have eight (8) members, four (4) appointed by the Association and four (4) appointed by the District.
- c. The committee will meet during the duty day as needed throughout the traditional schedule school year. The duration of each meeting will be dependent upon the number of waiver requests to be considered. Substitutes will be called through normal procedures.
- d. The committee will be responsible for its own procedures, including the selection of a chairperson. Requested clerical support will be provided by the District.

2. Requests for Contractual Waiver:

- a. Requests for an individual site waiver of a specific provision(s) of the collective bargaining Agreement will be submitted to the Educational Mission: Innovation Advancement Committee accompanied by (a) evidence that the proposal is supported by at least two-thirds (2/3) of the affected bargaining unit employees who actually vote on the proposal, (b) the endorsement of the principal and appropriate assistant/deputy superintendent, and (c) the endorsement of the TALB Board of Directors. With respect to (a) above, it is understood that the voting process will be of sufficient duration to enable all affected unit members the opportunity to vote on the proposal.
- b. Back to School and Open House shall be excluded from the waiver process and decided at the site level supported by at least two-thirds (2/3) of the

1 affected bargaining unit employees who actually vote on the proposed change  
2 and with the endorsement of the principal and appropriate assistant/deputy  
3 superintendent.  
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5 Waiver requests will contain such other information as may be required by  
6 the Educational Mission: Innovation Advancement Committee (e.g.,  
7 purpose, duration, effect, etc.). Any request which deals with curricular  
8 matters will include information regarding review through the District  
9 curriculum process.  
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- 11 c. To be recommended to the Superintendent for presentation to the Board of  
12 Education the waiver request must receive the vote of at least six (6) of the  
13 eight (8) committee members.  
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15 3. **Continuation/Termination of Contractual Waivers:**  
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- 17 a. An approved waiver will be reviewed annually to ensure that the principal,  
18 the appropriate assistant/deputy superintendent, the Association, and at least  
19 two-thirds (2/3) of affected bargaining unit members who actually vote on  
20 the renewal wish to continue the waiver through the next semester or school  
21 year, as specified.  
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- 23 b. If during this required annual review the principal and appropriate  
24 assistant/deputy superintendent, or the Association do not wish to continue  
25 the waiver, or if more than one-third (1/3) of the affected bargaining unit  
26 members who actually vote on the renewal do not wish to continue the  
27 waiver, the previously waived contract provision will be automatically  
28 reinstated in its entirety at the beginning of the next semester or school year,  
29 as specified.  
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- 31 c. Except to the extent waived pursuant to this Article, the collective bargaining  
32 Agreement will remain in full force and effect and have full application to the  
33 bargaining unit employees who are affected by an approved site waiver.  
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