

# **Contract**

between

## **San Francisco Unified School District**

And

## **United Educators of San Francisco**

**(415) 956-8373  
[www.uesf.org](http://www.uesf.org)**

**Covering Classified Personnel**

**July 1, 2017 — June 30, 2020**

## **Preamble**

The San Francisco Board of Education (SFUSD) and United Educators of San Francisco (UESF) recognize their mutual responsibility to work toward the achievement of quality education for all students in the San Francisco Unified School District. The United Educators of San Francisco, the exclusive representative for all San Francisco United Support Personnel (paraprofessionals), and the San Francisco Board of Education have jointly entered into this contract for United Support Personnel in San Francisco. This contract enumerates certain United Support Personnel rights, benefits, and work conditions which are under the jurisdiction of the San Francisco Unified School District in return for quality services rendered by United Support Personnel for the District and its students.

Certain other rights, benefits, work conditions and obligations of United Support Personnel are regulated by other governmental entities and agencies. The District and UESF shall abide by the mandates of those entities having jurisdiction over the District and its employees.

The contract and the procedures which it establishes for the resolution of differences is intended in the public interest to contribute to good employee relations. The parties shall continue to pursue their interests in a spirit of mutual respect, the key to good employer/employee relations. Working cooperatively, the UESF and the District can achieve their common goal of improving education for all San Francisco public school students.

## **UESF/SFUSD Vision Statement**

Quality of teaching is the most influential factor in student learning. Nothing matters more to raising student achievement than the knowledge and effectiveness of teachers and those who support them. The District and UESF are committed to building a lasting labor-management relationship at the central administration and all work sites. This relationship must be based on respect, collaboration and open communication. We must focus on attracting and retaining the highest quality certificated staff and paraprofessionals to achieve sustainable improvement in student learning while constructing a District culture that supports the needs of the classroom, honors our rich diversity, and adapts to leadership transitions.

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## **1. Agreement and Union Recognition**

- 1.1 This is an Agreement made between the San Francisco Unified School District Board of Education, hereinafter referred to as "District," and the United Educators of San Francisco, hereinafter referred to as the "Union."
- 1.2 The District recognizes the Union as the exclusive representative for the unit of United Support Personnel described in Appendix A and those with Permanent Civil Service Status classifications 3593, 3594, 3596, 8203, and 9976 and prior to July 1, 2000), excluding support employees, temporary, limited term or casual employees performing bargaining unit work or noon supervision.
- 1.2.1 Substitute support employees performing bargaining unit work shall be included as part of the United Support Personnel bargaining unit. The Union and the District shall meet and negotiate in order to agree which portions of the Contract shall be applicable to substitute United Support Employees.
- 1.3 In order to assure a smooth transition from the current Civil Service System to an administration under the classified provisions of the California Education Code:
  - 1.3.1. The District and Union agree to continue the rights, benefits, and privileges of those employees who have Permanent Civil Service Status, therefore, no provision of this Agreement shall apply to said employees, unless the parties specifically and expressly agree to the contrary regarding a particular provision.
- 1.4 For purposes of determining the District's right to contract out unit work, Education Code section 45103.1 shall take precedence so long as it remains in effect and unmodified.
  - 1.4.1 Education Code section 45103.1 notwithstanding, the District agrees to negotiate the effects, if any, on any bargaining unit member of any decisions to contract out bargaining unit work. It is the District's intent to complete impact negotiations prior to implementing any decision to contract out work; however, the District reserves the right to implement its decision to contract out prior to the completion of negotiations.

## **2. Definitions**

- 2.1 "Bargaining unit member," "Unit member," or "United Support Personnel (USP)," "aide," or "paraprofessional" shall mean an employee who is included in the appropriate unit as defined in Article 1 and therefore, is covered by the terms and provisions of this Agreement.
- 2.2 "Series of Classes" is any group of positions similar in duties and responsibilities-e.g., A, C, N, P, R, S or T.
- 2.3 "Hourly Rate of Pay" is the amount of money a unit member is paid per hour based on her/his position on the appropriate salary schedule.

- 2.4 “Class Specification” is the description of the duties, responsibilities, minimum qualifications, and distinguishing characteristics, if any, adopted by the Board of Education.
- 2.5 “Class” is a position within a class series having a class specification with a designated title, and a regular hourly salary schedule, e.g. A01, A03, A04.
- 2.5.1 “Class suffix” is a position requiring bilingual or other service criteria, e.g., A03S A03SZ. (Also see Sections 2.11.1 – 2.11.3.)
- 2.6 “Work day” shall mean a day on which unit members are required to render service to the District.
- 2.7 “Day” shall mean a day in which the District offices are open for business.
- 2.8 “Half-time” shall mean a work schedule which is one-half (1/2) of an eight (8) hour work day for the prescribed annual work calendar for the class.
- 2.9 “Promotive position” shall mean an assignment to a class which has a higher rate of pay.
- 2.10 “Probationary period” is the twelve (12) month period (six [6] month period in the case of a promotive position) of initial service in a regular assignment, excluding temporary, limited term, restricted, casual, substitute or as-needed employment.
- 2.11 “Seniority” is secured by length of service in paid unit member status in the District from the first day of continuous service in probationary status within a class. Seniority shall be determined on the basis of hire date within the class. In the event that a unit member has worked in more than one class, the unit member shall have seniority dates in each class.
- 2.11.1 For the purpose of determining the seniority dates of current employees as of June 30, 2002, experience in a class and a class suffix with a special language designation shall be considered separately. For example, seniority in an A03C (Cantonese) class shall be considered separate and distinct from seniority in an A03 class and will not entitle the unit member to claim seniority in the A03 class, except as set forth in 2.11.3.
- 2.11.2 For employees hired on or after July 1, 2002, seniority in all class suffixes with special language designations shall be considered the same as having seniority in the class. For example, seniority in A03C shall count as seniority in the A03 class.
- 2.12 “Date of hire” shall mean the date of initial District employment in probationary status.
- 2.13 “Union” means the United Educators of San Francisco.
- 2.14 “Immediate administrator,” “immediate supervisor,” “principal,” or “program director” shall mean the administrative or management employee who is the immediate supervisor of the unit member and who is a non-unit member.
- 2.15 “Evaluator,” in the case of a unit member who works at a school site, shall mean the on-site administrator. In the case of a unit member who works at other than a school site, the supervising administrator shall be designated as the evaluator.
- 2.16 “Board” shall mean the San Francisco Unified School District Board of Education or its designated representative(s).
- 2.17 “District” shall mean the San Francisco Unified School District.

- 2.18 "Superintendent" shall mean the chief administrator of the District, or his/her designee.
- 2.19 "Sick Leave Unit" shall mean the standard number of hours per day worked by the unit member.
- 2.20 Wherever the singular is used, it is to include the plural.

### **3. Union Rights**

- 3.1 All official District circulars which deal with the work conditions or the welfare of members of the bargaining unit as covered by this contract shall be posted promptly in each school or work location in the District and forwarded to the Union.
- 3.2 The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin board space. Such bulletin board space shall be of adequate size and shall be provided in each school building or center in areas frequented by United Support Personnel. The Union may use the District mail service and unit member mailboxes (or other appropriate accommodation provided by the District to assure receipt of mail) for communications to United Support Personnel, subject to reasonable regulations.
- 3.3 Authorized Union staff representatives shall have the right to visit the schools. Representatives shall make their presence known to the appropriate authority in the school. Conferences and/or meetings shall be scheduled so as not to interfere with or disrupt normal school functions or the normal delivery of District services.
- 3.4 Board of Education Meetings
  - 3.4.1 The District shall make the agenda and minutes of each meeting, including public and non-confidential support material, of the Board of Education available to the Union at approximately the same time that they are made available to the members of the Board of Education.
  - 3.4.2 Through its representative, the Union shall have the right to speak to any item on the Board meeting agenda, and at any meeting of Board committees and/or District task forces.
  - 3.4.3 The Union shall be guaranteed the right to speak on off-agenda items at all meetings of the Board of Education if it (the Union) so desires.
- 3.5 All proposed District policies that affect bargaining unit members shall be submitted to the Union prior to the proposed policy's first reading at the Board of Education.
  - 3.5.1 (This Section shall be suspended and inoperative.) The Union may request the Living Contract Committee to consider the proposed policy. The Living Contract Committee shall be provided with an opportunity to make comments to the Superintendent and/or the Board regarding the proposed policy.
  - 3.5.2 The Union may submit written responses, including suggestions for modification of the proposed policy, which shall be forwarded to the Board for their consideration prior to the second reading.
- 3.6 The District shall make every effort to have all administrative offices send copies of all notices affecting the working conditions of United Support Personnel at a site or district-wide to the Union.

- 3.7 The District shall honor reasonable written requests from the Union for information, statistics, records, etc., necessary for the Union to fulfill its role as the exclusive representative of United Support Personnel.
- 3.8 The District agrees that the Union shall have the exclusive right to payroll deduction of dues. An appropriate electronic list showing the unit member's name and the amount of dues deduction shall be sent to the Union. The District agrees to make efforts to expedite this procedure.
- 3.9 The Union and its members shall have the right to make use of school buildings and facilities pursuant to the provisions of the Civic Center Act.
- 3.10 Names, addresses, and telephone numbers of all bargaining unit members shall be provided to the Union on or about September 21<sup>st</sup> or the beginning of the third pay period of each school year. Individual teacher requests for confidentiality regarding addresses and telephone numbers shall be honored. Use of such information shall be for Union business only.
- 3.11 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and or make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.
- 3.12 One (1) representative designated by the Union or more, if mutually agreed to, shall be included on any Superintendent created task force, committee, or group, that deals with curriculum, instruction, recruitment of new United Support Personnel particularly with respect to shortage areas and affirmative action concerns, school facilities, student discipline, industrial health and safety, or any other matters that may affect members of the bargaining unit.
- 3.13 Six (6) Union member United Support Personnel shall be granted leaves of absence to conduct Union business. Up to two (2) additional Union United Support Personnel shall be granted leaves subject to the District's securing qualified and competent replacements. Such leaves shall normally begin at the beginning of a semester only. The Union shall notify the Chief of Human Resources normally no later than June 30 and November 30 respectively for leaves beginning at the start of the first or second semester. The Union shall reimburse the District no later than the end of the academic year the cost of such released time. The cost of said released time shall be computed on the basis of the average entry-level United Support Personnel step and column placement, plus benefits and fixed costs. Members granted such leave shall be credited with service time for salary increment and benefit purposes. A unit member returning from a leave of one year or less shall return to the school to which he/she was assigned, or would have been assigned had the unit member not been on leave. In the case of a unit member who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the unit member's position to which he/she would normally return.
- 3.13.1 The District shall grant reasonable requests for short-term leaves for Union business, other than bargaining, providing a written request is submitted by the Union at least five (5) days in advance stating the nature of the Union business

and also providing that adequate substitutes are available. The Union shall reimburse the District for its cost of providing a substitute when this short term provision is granted. The aggregate days shall be limited to the unused number of days granted in Section 3.13.

- 3.14 Union representatives from the Early Education Department shall be provided released time to attend Union meetings, if substitutes are available. The Union shall reimburse the District for its cost of providing a substitute.
- 3.15 The District may use volunteer aides to enhance its educational program but not to permit displacement of United Support Personnel or to use volunteers in lieu of normal paraprofessional requirements.
- 3.16 Site administrators shall meet as necessary with union representatives at a site on matters related to contract administration. Any such meetings shall be held at times that do not interfere with or disrupt normal school functions. The Union and the District agree to encourage United Support Personnel, teachers, and the administration to resolve contract-related matters through the Union Building Committee (UBC) as established by the Teachers' Contract where mutually agreeable by the parties. (See Appendix D)
- 3.17 **Organizational Security, Terms and Conditions** — Unit members shall, for the duration of this contract, do one of the following:
  - a) Become a member of United Educators of San Francisco (UESF);
  - b) Pay an Agency Fee to UESF in lieu of membership;
  - c) If a Conscientious Objector within the criteria set forth herein, or in other law, pay an amount equal to the applicable UESF dues and other fees for service to a nonreligious charitable fund as set forth herein.
- 3.17.1 The District shall, at the time an individual's employment commences, furnish to that unit member a written statement and an enrollment card addressed to the Union prepared and furnished by the Union of the above requirement. The statement shall reflect current practice unless the Union and District agree to alter it in the future.
- 3.17.2 Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of assigned duties within the bargaining unit, shall become a member of the Union or shall pay to the Union an Agency fee equal to unified membership dues, initiation fees and general assessments, in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.11 of this article. In the event that a unit member shall not pay such fee directly to the Union, or authorized payment through payroll deduction as provided in Sections 3.11, the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168. There shall be no charge to the Union for such mandatory Agency Fee deductions. The District is not obligated to initiate Agency Fee deductions until the payroll period following the time the Union has provided the

District with a copy of its notification to fee payers and has consulted with the District with regard to the Union's obligation under State and Federal law to provide written notice to nonmembers of:

- 3.17.2.1 the amount of the Agency Fee including an appropriate breakdown of chargeable expenses;
- 3.17.2.2 the availability to all such nonmembers of a prompt hearing regarding the Agency Fee amount before a neutral arbitrator at Union expense; and
- 3.17.2.3 the established procedures for escrowing in an interest bearing account the fees that are in dispute.
- 3.17.3 UESF agrees to furnish to the District's Chief of Human Resources or his/her designee a "Certification Form" to the District certifying the amount of UESF dues, Agency Fees and fees for other services as applied to unit members. Such certification shall be furnished annually and upon any change in such amounts applied.
- 3.17.4 With respect to all sums deducted by the District pursuant to this article, whether for membership dues or Agency Fee, the District agrees to promptly remit biweekly such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and to indicate any changes in personnel from the list previously furnished.
- 3.17.5 The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this article.
- 3.17.6 UESF agrees it shall indemnify and hold the District harmless from any costs of defense or liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this article, or, District reliance on any list, notice, document, certification, or authorization furnished under this article by UESF. The Union shall have the exclusive right to decide and determine whether any such action referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 3.17.7 Any unit member who is paying dues and who wishes to stop making those payments shall do so by giving written notice to the Union, which shall promptly inform the District of such request so that it may be processed in a timely manner.
- 3.18 The District shall notify the Union in writing ten (10) days before any initial group on-boarding of classified employees held before the start of the instructional calendar. For new hires and on-boarding that will occur throughout the school year, the District and Union will establish a calendar of Union orientations. These Union orientations will occur every thirty (30) days at a place and time to be determined by both parties. The District shall include a membership authorization form, approved by UESF, in all new hire packets.
- 3.18.1 Union representatives shall be permitted to make a presentation at such orientations of up to thirty (30) minutes, and present written materials to any employee participating in such orientation, without the presence of management. A reasonable number of representatives shall have the right to receive reasonable periods of release time without loss of compensation for this purpose.

#### **4. Professional Rights**

- 4.1 With respect to professional employment, the religious, political, and private life of any member of the bargaining unit shall not be grounds for disciplinary action except as it may directly prevent him/her from effectively performing assigned functions during the work day or as it may expose the District to liability for the unit member to work with students.
- 4.2 Listening, recording, television, or other monitoring devices shall not be used by either the District or the unit member to violate each other's rights.
- 4.3 A member of the bargaining unit who is an officer of a state, regional, or national educational organization, or who has been regularly elected by her/his local organization to represent the organization at a state, regional, or national convention, or who is on a program of such a convention or conference, may be excused without loss of salary to attend such convention.
- 4.4 Nothing contained herein shall be construed to deny any unit member his/her rights under the California Education Code or under other applicable state and federal law or constitution.
- 4.5 A unit member shall be entitled to representation by the Union on matters of employee/employer relations that may adversely affect him/her.
- 4.6 Each unit member shall, upon initial employment, receive a job description for his/her assignment.
- 4.7 No unit member shall be prohibited from accepting employment in two (2) or more of the District's bargaining units. No combination of regular assignments may total more than forty (40) hours per week or have conflicting regular job schedules.
- 4.8 Upon request, a substitute may be provided for each absent unit member.
- 4.9 The District and Union shall form a joint committee, with equal representation, to examine and recommend appropriate in-service activities for unit members.
- 4.10 Whenever possible, United Support Personnel shall participate in the process of interviewing, selecting, training, and scheduling of United Support Personnel (USP).

#### **5. District and Union Responsibilities**

- 5.1 The Board of Education hereby retains all rights, authorities and duties conferred upon and vested in it by the laws and constitutions of the United States and the State of California. Such rights, authorities, and duties, include the right to determine and administer policy and are limited only by the terms of this contract. Any changes in Board policy shall not reduce rights and benefits currently accorded to United Support Personnel by such policies.
- 5.2 The Union and the District agree that the differences between the parties shall be settled by peaceful means as provided in this contract. For the duration of this contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. For the duration of this contract, the District, in consideration of the terms and conditions of this contract, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.

- 5.3 **Site budget priorities to minimize layoffs** - To the extent possible, reductions shall begin with equipment and supplies, rather than people, if there is a need to reduce expenditures.
- 5.4 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.
- 5.5 The parties shall administer this Agreement, all its terms and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms and the work rules which implement this Agreement.

## **6. Non Discrimination**

Neither the District nor the Union shall discriminate against any officer or unit member of the District in violation of the law, on the basis of race, color, creed, age, sex, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized classified employee organization.

## **7. Evaluation**

- 7.1 The purpose of the program of evaluation is to assess and to improve the performance of an individual unit member and thereby improve the quality of education and services for students.
  - 7.1.1 The program of evaluation shall apply to all United Support Personnel.
  - 7.1.2 The evaluation of all United Support Personnel under this program shall include those performance factors listed in Appendix B.
  - 7.1.3 In the case of a unit member who works at a school site, the on-site administrator shall be assigned as the evaluator of the unit member. The on-site administrator may seek input from the certificated person who serves as the immediate supervisor and may include such input in the evaluation. In the case of a unit member who works at other than a school site the supervising administrator shall be designated as the evaluator.
  - 7.1.4 A formal, written evaluation for every permanent unit member shall take place once each year no later than ten (10) days before the end of the school year.
  - 7.1.5 A formal, written evaluation for every probationary employee shall, except for unforeseen circumstances, take place between the third and fifth months after date of hire and between the ninth and eleventh months following date of hire as a probationary employee.

### **Evaluation Procedure**

- 7.1.6.1 At the beginning of each school year, or when a unit member is newly assigned to a site, the unit member shall be furnished a copy of the evaluation procedures, including referral to this evaluation article, and shall be advised of the criteria upon which the evaluation is to be based. All unit job descriptions shall be available for unit member review on the SFUSD Human Resources web page.
- 7.1.6.2 The on-site administrator shall observe the unit member in the discharge of his/her daily responsibilities for performance factors, as listed on the

Evaluation Form. When the on-site administrator observes performance that is less than the required expectations, or is informed of such observed performance by the certificated person who serves as the immediate supervisor, the shortfall should be called to the attention of the unit member. The contents of any written documentation shall be communicated to the unit member.

- 7.1.6.3 When it appears to the on-site administrator that a rating of “needs improvement” or “unsatisfactory” is likely in two or more of the performance factors, a conference shall be held by the on-site administrator with the unit member. The on-site administrator may require the participation of the certificated person who serves as the immediate supervisor in the conference. The areas where expectations are not being met shall be reviewed with the unit member and suggestions given for improvement. A record of such conference shall be prepared by the evaluator for the personnel file of the unit member and a copy submitted to him/her.
- 7.1.6.4 In conducting a formal evaluation the evaluator shall arrange a conference with the unit member no later than the specified evaluation deadline to discuss the evaluation. At the time of this formal conference, the unit member shall receive a copy of said evaluation and shall have the right to submit a written response to his/her evaluation within ten (10) days of receiving said evaluation.
- 7.1.6.5 The signature of a unit member on the evaluation reflects only that he/she has received the evaluation.
- 7.1.6.6 Each unit member being evaluated shall receive a formal evaluation reflecting the observation(s) he/she has received during the year. While the primary basis for this rating shall be the written assessments of the unit member’s performance as demonstrated during assessment sequences, other written feedback previously given to the unit member and related to job performance can be used to determine the formal evaluation. Copies of all written backup materials shall be attached to the form that is given to the unit member and sent to the Human Resources Department.
- 7.1.6.7 The unit member may be accompanied by a representative of his/her choice at any conference. The evaluator shall be notified prior to the conference if the unit member chooses to bring a representative.
- 7.1.7 Only the procedural aspects of this evaluation article shall be grievable and not the evaluator’s judgment or recommendations.

## **8. District Personnel File**

- 8.1 Each unit member shall have the right, upon request, to review the material in his/her own personnel file during non-duty hours. In the case of eight (8) hour employees the employee shall be released for a reasonable time mutually agreeable with the supervisor for this purpose. Such release during the workday shall be without salary reduction. Material available for review shall not include ratings, reports, or records which:
  - 8.1.1 were obtained prior to the employment of the person involved,
  - 8.1.2 were prepared by identifiable examination committee members, or

- 8.1.3 were obtained in connection with a promotional examination.
- 8.2 A representative chosen by the unit member may accompany the unit member in this review.
- 8.3 Upon written authorization by the unit member, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file except for the materials excluded in Section 8.1 above.
- 8.4 Only one (1) personnel file on any unit member may be maintained by the District except that child abuse reports and sexual harassment charges may be maintained in a separate confidential District Office file unless disciplinary action is taken on the charges. The documents may then be included in the personnel file.
  - 8.4.1 Copies of materials from the personnel file shall be released only for the purpose of processing grievances, official District business, District legal documentation, court order, and request from official Federal and State agencies, unless written consent is given by the unit member.
  - 8.4.2 Any supporting data maintained at a school site but not used for inclusion in an evaluation or for disciplinary purposes shall be destroyed at the end of the evaluation cycle, (see Article 7, Evaluation), or within one year from date of occurrence if not used for disciplinary purposes.
- 8.5 All materials in the file must be signed by the source of the material and dated. No anonymous letters or materials shall be placed in this file.
- 8.6 No derogatory information or statements not related to the unit member's assigned duties or professionals responsibilities shall be placed in this file.
  - 8.6.1 Before any derogatory material is placed in this file, a copy of such material shall be provided to the unit member and the unit member shall have an opportunity to respond within five (5) days of receiving said material. The unit member's rebuttal, if any, shall be placed in the file along with the derogatory information or statements.
  - 8.6.2 The unit member shall be provided the opportunity during non-work hours to review the information of a derogatory nature and prepare his/her rebuttal. In the case of an eight (8) hour employee, the employee shall be released for a reasonable time mutually agreeable with the supervisor for this purpose. Such release from duty during the work day shall be without salary reduction.
- 8.7 The unit member shall have the right to include in the file any material or information considered germane to that unit member's professional career except that multiple letters from students, staff and parents on the same topic may be excluded.
- 8.8 Any negative written statement originating from within the District and related to the unit member's assigned duties or professional responsibilities must be part of a formal evaluation signed by the evaluator and reviewed by the unit member, or the result of a disciplinary action.
- 8.9 Derogatory materials in a personnel file that are at least four (4) years old shall, upon a unit member's written request, be removed from the personnel file and placed in a separate sealed file. Such material shall not be removed from the separate file except by court order, a repeated similar incident, or with the unit member's consent.

## **9. Hours of Work and Work Year**

- 9.1 The regular work week of a full-time unit member shall consist of not more than five (5) work days within a seven (7) day period (Sunday through Saturday).
- 9.2 The length of the regular work day shall not exceed eight (8) hours of service.
- 9.2.1 Each unit member shall be assigned fixed regular number of work hours which can only be changed as provided for in Article 21, Effects of Layoffs. Every effort shall be made to maintain paraprofessional work schedules after the first 15 student instructional days of the school year. Thereafter, required changes in a paraprofessional's work schedule shall be by mutual consent wherever possible. If the change in the paraprofessional's work schedule cannot be made by mutual consent an explanation on the need for the change shall be provided by the administrator to the paraprofessional.
- 9.2.2 United Support Personnel who work with classroom teachers may be granted one (1) hour planning time per week for necessary preparations.
- 9.2.3 Commencing with the 2018-2019 school year and continuing thereafter, the work year for all United Support Personnel shall be increased by one (1) District Professional Development Day. The funding for this additional day will come from ten (10) hours of QTEA paraeducator/paraprofessional PD, leaving eight (8) hours remaining in the QTEA PD allocation.
  - 9.2.3.1 The day shall be scheduled by mutual agreement between the District and the Union for Early Education paraeducators/paraprofessionals, and prior to the start of the student instructional year for all other United Support Personnel.
  - 9.2.3.2 The distribution of these hours will be determined through mutual agreement between the District and the Union.
  - 9.2.3.3 For this additional day, no paraprofessional/paraeducator will receive less than \$190/day if seven (7) hours are worked.
- 9.3 **Payment for Hours In Excess Of Assigned Time**
  - 9.3.1 United Support Personnel shall be paid for all assigned hours worked beyond their regularly assigned hours.
  - 9.3.2 United Support personnel who work more than forty (40) hours in a work week shall be paid at the rate of one and one-half (1.5) times their hourly rate per hours worked.
    - 9.3.2.1 Unit members may elect with prior approval of his/her supervisor to receive compensatory time at the rate of one and one-half (1.5) times the employee's extra hours worked in lieu of payment. Such compensatory time earned shall be used within the fiscal year in which it was earned.
  - 9.3.3 When a unit member is required to work on any of the holidays referenced in Section 10.2 he/she shall be paid compensation, or given compensating time off for such work in addition to the regular pay received for the holiday, at the rate of time and one-half (1-1/2) the employee's regular rate of pay.
  - 9.3.4 Employees who are required to attend school site meetings, consultations, field trips, or other activities which extend beyond their normal work day shall be compensated at their appropriate hourly rate of pay for such work.

- 9.4 It is the intent of the District that all probationary and permanent bargaining unit members have regular work assignments of a minimum of four (4) hours. All newly created regular work assignments shall be at least four (4) hours per day or forty (40) hours per pay period. Whenever an existing regular work assignment of less than four (4) hours per day or forty (40) hours per pay period becomes vacant it shall either be increased to four (4) or more or these hours shall be reassigned to other unit members at the site in accordance with Sections 9.5.5 and 9.5.6. The provisions of this section shall not apply to the Early Education Department, non-Public School assignments or where they are contrary to Special Education needs.
- 9.4.1 All newly created United Support Personnel positions shall be in whole hour increments of four (4) through eight (8) hours per day subject to the exceptions cited in Section 9.4 above.
- 9.5 **Temporarily Assigned Additional Hours**
- 9.5.1 Unit members desiring additional hours shall submit such a request in writing to the site administrator. Such request shall remain in effect until additional hours are granted for the current school year.
- 9.5.2 After a unit member's base hours of assigned time for a school year have been established, said hours may be temporarily increased subject to the following conditions:
- 9.5.2.1 The available revenue source of the temporary increase in hours shall not exceed the end of the fiscal year in which it occurs;
- 9.5.2.2 Any additional temporary hours of assigned time, as described herein, shall be used for computing eligibility for sick leave and vacation accrual for the period of temporary increase;
- 9.5.2.3 The addition of temporarily assigned hours shall not be used to make a unit member eligible for City Health Service System benefits;
- 9.5.2.4 In no event shall the temporarily assigned hours exceed seventy-five percent (75%) of the school year, as defined in Education Code Section 45103.
- 9.5.3 The source of temporarily assigned hours shall be defined as: revenue from a grant of specified duration not to exceed two years; revenues available by virtue of an unpaid leave of absence for a unit member in the same class; revenues that accrue because of the District's inability to fill a vacancy; excess revenue available during the last quarter of a school year; or lack of sufficient continuing revenue after final allocation of categorical funds.
- 9.5.4 At the end of the period of temporarily assigned additional hours (as described herein), or June 30<sup>th</sup>, if earlier, the unit member shall retain the base hours in effect for that year prior to the temporary addition.
- 9.5.5 In the event additional hours are available in a center or a program, those unit members working fewer than four (4) hours who have submitted their request in writing will receive priority consideration for increasing their number of assigned hours.
- 9.5.6 In the event a site has no unit members working fewer than four (4) hours, those unit members who have submitted their request in writing will receive priority consideration on the basis of seniority for increasing their number of assigned hours.

- 9.5.7 Notwithstanding the provisions of Sections 9.4, 9.5.5, and 9.5.6, above, a substitute pool of unit members created in lieu of layoff shall have the first opportunity to fill temporarily assigned additional hours. Said hours shall be administered in compliance with Sections 9.5.2.1 through 9.5.2.4 and 9.5.4.
- 9.6 **Planning Time** — Any time spent for assigned planning and/or preparation of materials shall be from within the unit member's assigned hours.
- 9.7 **Rest Periods** — All bargaining unit members shall be granted a fifteen (15) minute rest period during any work assignments that are four (4) or five (5) hours in duration. Two such fifteen (15) minute rest periods shall be granted during work assignments that are five and one-half (5.5), six (6), seven (7) or eight (8) hours in duration.
- 9.7.1 Authorized rest periods are counted as hours worked for which there is no deduction from wages.
- 9.7.2 Wherever possible, rest periods shall be taken close to the middle of the work assignment.
- 9.7.3 Rest period scheduling is subject to the approval of the employee's supervisor.
- 9.7.4 Rest periods not taken cannot be accumulated or used to shorten the work schedule at either the beginning or end of the assignment.
- 9.7.5 Passing periods shall not be used as a substitute for rest periods.
- 9.8 **Lunch Periods** — Where program needs require the unit member to remain with students for instructional purposes during lunch, this time shall be part of the work assignment and paid. Otherwise, lunch periods shall be non-paid and taken in accordance with the following schedule, unless changed by mutual agreement of the unit member and supervisor.

<b>Hours Worked</b>	<b>Lunch Period</b>
1, 2, 3, 4	None
5, 6, 7	Minimum 30 minutes
8	Minimum 30 minutes Maximum 60 minutes

- 9.9 Unit members shall be eligible to participate in in-service activities or other conferences offered. If the unit member is approved to attend, he/she shall be paid according to her/his regular hourly rate of pay for such attendance.

## **10. Vacations and Holidays**

### **10.1 Vacations**

- 10.1.1 Vacation is accrued and awarded each pay period in accordance with the following tables:

10.1.1.1      **Full Year Employees**

<b>Years of Service</b>	<b>Award*</b>
1 up to 5	0.0385
5 up to 15	0.0557
15 and above	0.0777
	* Multiply times number of hours worked

10.1.1.2      **School Term Employees**

<b>Years of Service</b>	<b>Award*</b>
1 up to 5	0.0485
5 up to 15	0.0728
15 and above	0.0970
	* Multiply times number of hours worked

- 10.1.2      The additional award of vacation after five (5) years and fifteen (15) years will not be made and cannot be taken until the unit member has reached his/her anniversary date in the fifth (5) and fifteenth (15) years of service. The maximum vacation awarded in any twelve (12) month period and the maximum accumulations permitted are as follows:

<b>Years of Service</b>	<b>Equivalent number of days</b>	<b>Maximum accumulation</b>
1 up to 5	10	300 hours (40 days)
5 up to 15	15	360 hours (45 days)
15 and above	20	400 hours (50 days)

- 10.1.3      Employees covered by this agreement shall be eligible to use accrued vacation after one (1) year of continuous bargaining unit service.
- 10.1.4      Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 10.1.5      A unit member who is separated from the District (i.e. resigning, retiring, being laid off, or terminated), and who has earned vacation time to his/her credit, shall be paid a lump sum for such vacation.
- 10.1.6      **Vacation Approval** — An employee must have his/her request for use of vacation approved by the supervisor at least seven (7) days prior to the

employee's being away. This notice provision may be waived in an emergency or in other situations beyond the reasonable control of the employee.

## 10.2 Holidays

- 10.2.1 All probationary or permanent unit members shall be entitled to the same number of paid holidays consistent with those designated by the Education Code and as adopted by the Board of Education.
- 10.2.2 Regular employees of the District who are not normally assigned to duty during the school holidays of December 25<sup>th</sup> and January 1<sup>st</sup> shall be paid for those two holidays provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.
- 10.2.3 Legal Holidays that fall on a Saturday shall be observed the preceding Friday. Legal Holidays that fall on a Sunday shall be observed the following Monday.
- 10.2.4 **Floating Holidays**
  - 10.2.4.1 After six (6) months of active service, all Bargaining Unit personnel are entitled to take four (4) Floating Holidays, the scheduling of which shall be according to section 10.2.4.2.
  - 10.2.4.2 For School Term Employees, and unlike vacation scheduling, Floating Holidays are to be taken during the regularly scheduled school year. Prior approval shall be required if the Floating Holiday is being requested on a student attendance day.

## 11. Leaves

### 11.1 Sick Leave

- 11.1.1 Members of the bargaining unit absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness. Except in the case of emergency, said notification shall normally be made no later than thirty (30) minutes prior to the start of the work shift.
- 11.1.2 Sick leave benefits will be granted to all United Support Personnel without pay deduction accruing each pay period at the current rate of 0.05 times the number of hours worked. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) sick leave units, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 11.1.3 Sick leave may be granted for absences due to medical or dental appointment, eye examinations or any unit member medical services. A unit member is to make an effort to schedule the appointment during off hours.
- 11.1.4 If a member of the bargaining unit does not use the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.

- 11.1.5 A unit member who is absent because of illness for more than five (5) consecutive school days may be required to submit a medical statement containing a diagnosis, except that in the event of a strike of City and County or School District employees, the District may require a medical statement for each day's absence due to illness. For an extended illness a medical statement shall be submitted monthly.
- 11.1.6 A unit member anticipating a future sick leave absence due to surgery or other predictable cause shall notify the District in writing as far in advance as possible of said absence, including appropriate medical verification.
- 11.1.7 **Catastrophic Sick Leave Bank** — The Union and the District agree to establish a Catastrophic Sick Leave Bank which incorporates the following points:
- 11.1.7.1 Participation shall be voluntary for all United Support Personnel covered by this collective bargaining agreement.
- 11.1.7.2 Each unit member who donates five (5) sick leave hours to the Catastrophic Sick Leave Bank during the open enrollment period shall remain a member of the Catastrophic Sick Leave Bank for that year and all future years of District employment.
- 11.1.7.2.1 The two open enrollment period will be from the first day of school through October 10<sup>th</sup>, and from February 14<sup>th</sup> through March 15<sup>th</sup>. An exception will be made for donations that are made to a specific individual (See 11.1.7.3.3). Donations that are made for a specific individual may be made at any time during the school year.
- 11.1.7.3 Eligibility for membership in the Catastrophic Sick Leave Bank is limited to United Support Personnel having accumulated thirty (30) or more leave hours at the time they join. For members who work four (4) hours or fewer per day, eligibility is limited to United Support Personnel having accumulated ten (10) hours or more leave hours at the time they join.
- 11.1.7.3.1 In order to join the Catastrophic Sick Leave Bank, a unit member must donate at least five (5) sick leave hours to the bank. The unit member must have twenty-five (25) sick leave hours remaining following the donation of five (5) sick leave hours. In order to join the Catastrophic Sick Leave Bank, members who work four (4) hours or fewer per day must have at least five (5) sick leave hours remaining following the donation of five (5) sick leave hours.
- 11.1.7.3.2 A unit member who has donated five (5) sick leave hours to the Catastrophic Sick Leave Bank is immediately eligible to be a recipient of hours from the Catastrophic Sick Leave Bank.
- 11.1.7.3.3 Only unit members who are already members of the Catastrophic Sick Leave Bank can make a donation to a specific individual.
- 11.1.7.3.3.1 Any unused donations made to a specific individuals revert to the Catastrophic Sick Leave Bank and shall then become available for use by any approved Catastrophic Sick Leave Bank member.
- 11.1.7.4 The Union and the District shall establish a Governing Committee which shall oversee the operation of the Sick Leave Bank. Administrative procedures shall

be the responsibility of the Sick Leave Bank's Governing Committee (hereafter referred to as "the Committee").

- 11.1.7.4.1      The Committee shall be comprised of no more than four (4) members (certificated and classified representatives) appointed by UESF, and one (1) member appointed by the District.
- 11.1.7.5      If the District and the Union deem the Bank inoperable, the Governing Committee shall return to those United Support Personnel those hours contributed or the remaining fraction thereof.
- 11.1.7.5.1      A catastrophic illness or injury is defined as one which is life threatening and will last for at least thirty (30) days and which prevents the unit member from performing his/her duties.
- 11.1.7.5.2      Donations to the Catastrophic Sick Leave Bank shall be accepted during the established open enrollment period (Art. 11.1.7.2.1).
- 11.1.7.5.3      A unit member must complete an application for the use of the Catastrophic Sick Leave Bank hours which shall include medical reports certifying that the nature of the illness/injury meets the definition of catastrophic illness or injury in section 11.1.7.5.1.
- 11.1.7.5.4      Upon receipt of the completed application, processing of the application shall occur within ten (10) work days.
- 11.1.7.5.5      The District representative to the Committee shall be responsible for processing the completed applications, presenting them to the Committee, and tracking each donation made and each hour distributed from the Catastrophic Sick Leave Bank.
  - 11.1.7.5.5.1      Upon donation, a receipt (such as an email) shall be issued to donors acknowledging the number of hours donated.
  - 11.1.7.5.6      The Committee shall determine which Catastrophic Sick Leave Bank members shall receive hours from the Catastrophic Sick Leave Bank.
    - 11.1.7.5.6.1      The District representative to the committee may vote only in the case of a tie.
  - 11.1.7.5.7      A unit member may receive no more than the number of regularly scheduled hours worked daily times 100 from the Catastrophic Sick Leave Bank in any school year.
  - 11.1.7.5.8      Unit members receiving workers' compensation benefits for an industrial injury or illness shall not be entitled to Catastrophic Sick Leave Bank benefits.
  - 11.1.7.5.9      The Committee may request that an applicant for Catastrophic Sick Leave Bank hours apply for permanent disability retirement in lieu of the leave provisions described herein.
  - 11.1.7.5.10      If an application for use of Catastrophic Sick Leave Bank hours is denied, the member may appeal the decision to the Executive Board of UESF within ten (10) work days of notification of denial. The appeal shall be considered at the next regularly scheduled meeting of the UESF Executive Board. The UESF Executive Board shall notify the District Representative to the committee in writing as to the outcome of the appeal.

- 11.1.7.5.11 The Union and the District shall instruct their appointee(s) to make a good faith effort to maintain confidentiality of both donations to and withdrawals from the Catastrophic Sick Leave Bank. However, there shall be no liability or recourse if said confidentiality is not maintained.
- 11.1.7.5.12 All application and donation forms will be available on-line at the Human Resources benefits intranet website.
- 11.1.7.5.13 The Union and the District shall review and evaluate the program's efficacy at the end of each school year, and shall make recommendations, if any, to the Union President and the District Superintendent or designee.
- 11.1.7.6 The Catastrophic Sick Leave Bank shall be considered fully operational when the conditions listed below have been satisfied:
  - 11.1.7.6.1 The Committee has been appointed.
  - 11.1.7.6.2 Members of the bargaining unit have been notified by UESF of the Catastrophic Sick Leave Bank policies and procedures.
- 11.1.7.7 The District shall notify the Committee when the level of donated hours in the Catastrophic Sick Leave Bank drops below 486 hours. If the number of donated hours in the Catastrophic Sick Leave Bank drops below 486 hours. UESF shall initiate a donation drive.
- 11.1.7.8 Unit members must expend their accrued sick leave and extended sick leave and any paid time prior to receiving donations from the Catastrophic Sick Leave Bank.

## **11.2 Personal Necessity Leave**

- 11.2.1 A maximum of eight (8) days of paid leave, deducted from sick leave, may be used in any school year for Personal Necessity Leave for any of the following:
  - 11.2.1.1 Death of a member of his/her immediate family as defined in section 11.7.1 or any other person as defined in section 11.7.2 (extension of bereavement leave).
  - 11.2.1.2 Accident involving her/his person or property, or property of a member of his/her immediate family or household member.
  - 11.2.1.3 Appearance in court as a litigant (Leaves of absence for court appearance as a witness, pursuant to subpoena, will be granted with pay pursuant to Section 11.6 and shall not be deducted from Personal Necessity Leave.)
  - 11.2.1.4 Serious illness or accident to an immediate family member that requires the unit member's absence from service.
- 11.2.2 Personal Necessity Leave may also be utilized for compelling personal circumstances or business which cannot be expected to be disregarded, which cannot be dealt with during off-duty hours, or which represent an imminent danger to the unit member's immediate family/personal property.
- 11.2.3 Approval shall be obtained prior to the absence if at all possible. Upon return from an absence for personal necessity, as outlined above, the unit member shall upon request file a written statement verifying the use of these leave provisions.

## **11.3 Extended Sick Leave**

- 11.3.1 A unit member who is absent because of illness or accident for a period of five (5) months or less and after having exhausted all regular sick leave shall be paid at

the rate of fifty percent (50%) of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, when added to his/her accumulated sick leave shall not exceed one hundred (100) days in the fiscal year. Said leave shall not be cumulative. Absences because of accident or illness beyond the one hundred (100) days shall be without pay and after exhaustion of all other accumulated compensatory time, vacation or other available paid leave.

- 11.3.2 The extended sick leave described above shall be granted to all United Support Personnel on July 1<sup>st</sup> of each year.
- 11.3.3 Upon the approval of the District, a unit member may return to his/her work assignment with work duty limitations following an extended sick leave for a period of up to one (1) year, provided that said unit member produces written verification from her/his attending physician which states that the unit member can perform the essential functions of the position without impairment and without any increased susceptibility to industrial accident injury or illness, and that such a position is available.
- 11.3.4 A unit member who is unable to return to work with a medical release at the termination of sick leave shall be afforded all benefits and rights contained in the Americans with Disabilities Act.

#### **11.4 Jury Duty**

- 11.4.1 The District agrees to grant to members of the bargaining unit regularly called for Jury Duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned work hours.
- 11.4.2 Unit members, called to Jury Duty, must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.
- 11.4.3 The District shall grant full compensation. Fees received by the unit member, excluding travel and subsistence expenses, shall be remitted to the District.
- 11.4.4 United Support Personnel are required to return to work during the day, or portion thereof in which Jury Duty services are not required.
- 11.4.5 The District may require verification of Jury Duty time prior to, or subsequent to, providing Jury Duty compensation.

#### **11.5 Extended Leaves for Non Industrial Accident or Illness**

- 11.5.1 A permanent bargaining unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The unit member shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods or lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.

Said unit member, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service.

The unit member shall be restored to a position within the class to which the unit member was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent unit member.

If at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his or her position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time (during the prescribed thirty-nine (39) months) the unit member is able to assume the duties of his or her position, the unit member shall be reemployed in the first vacancy in the class of his or her previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under California Education Code Section 45298 in which case the unit member shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the unit member shall be fully restored as a permanent unit member.

- 11.5.2 A unit member who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an assignment, after two (2) waivers, in the class held immediately prior to the start of extended leave shall be dismissed.
- 11.5.3 A unit member on an approved unpaid medical leave of absence may continue coverage under District insurance programs by making the necessary premium payments.

## 11.6 Military Leave

- 11.6.1 Members of the bargaining unit shall be granted any military leave to which they are entitled under law. Employees shall be required to request the District for military leave in writing, including appropriate military orders, as far in advance as possible.
- 11.6.2 Employees expecting to receive such orders shall attempt to request service dates that will cause a minimum disruption to District operations.
- 11.6.3 Upon return to his/her position in the District the unit member shall have all the rights and privileges which he/ she would have enjoyed had he/she not been absent from the District. The unit member will advance on the salary schedule as if he/she had been working full time.

## 11.7 Bereavement Leave

- 11.7.1 **Immediate Family** – Unit members shall have bereavement leave for three (3) days, upon application for a death in the immediate family. Unit members are not required to take such days consecutively. Immediate family shall include parents, parents of the domestic partner, grandparents, step-parents, spouse, domestic partner, children, adopted children, step-children, siblings, parents-in-law, sons-and daughters-in-law, grandchildren, children for whom the employee has parenting responsibilities, aunts, uncles, parent of the unit member's sons and daughters, and any relative of the bargaining unit member living in the immediate household of the bargaining unit member. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the death,

- however, two (2) additional working days shall be granted if extended travel is required as a result of the death.
- 11.7.2 For absence because of the death of any other person to whom the unit member may be reasonably deemed to owe respect: leave shall be for not more than one (1) working day; however two (2) additional working days shall be granted if extended travel is required as a result of the person's death.
- 11.7.3 A unit member exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible as to expected duration of the absence.
- 11.7.4 Upon return to active service, the unit member shall promptly complete the appropriate absence form and submit to her/his immediate supervisor.
- 11.7.4.1 A unit member shall provide, upon District request, additional verification of the use of this leave provision.
- 11.8 Industrial Accident and Illness Leave**
- 11.8.1 Each unit member shall be eligible for Industrial Accident or Illness Leave as provided for herein.
- 11.8.2 If the physical condition permits, a unit member who has sustained a job-related injury or illness shall report the injury on the appropriate District form to the immediate administrator within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.
- 11.8.3 Allowable leave shall be for not more than sixty (60) work days in any one fiscal year for the same illness or accident.
- 11.8.4 Allowable leave shall not be accumulated from year to year.
- 11.8.5 Industrial Accident or Illness Leave shall commence on the first day of absence.
- 11.8.6 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 11.8.7 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.8.8 Any unit member receiving benefits as a result of this section shall during periods of injury or illness remain within the State of California unless the Board authorizes travel outside the state.
- 11.8.9 During any industrial paid leave of absence, the unit member shall endorse to the District the disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the unit member's normal compensation.
- 11.8.10 A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers'

Compensation physician certifying the unit member's ability to return to her/his position classification with work duty limitations, if appropriate.

**11.9 Leave of Absence without Pay**

- 11.9.1 After completion of three (3) years of continued employment, a leave of absence without pay may be granted to a unit member for up to six months.
- 11.9.2 A unit member requesting such an extended leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Education.
- 11.9.3 The granting of a leave of absence without pay gives to the unit member the right to return to his/her position at the expiration of her/his leave of absence, if the position still exists and provided that he/she is physically and legally capable of performing the duties.
- 11.9.4 When a unit member returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The unit member shall return to the appropriate salary schedule placement based on the number of years of service.
- 11.9.5 Notwithstanding any other provision of Sections 11.1, 11.2, 11.4, and 11.10 of this Article, a unit member who has experienced an extended illness or injury absence, paid or unpaid, shall be permitted to return to service after said absence only upon the presentation of a release from the attending physician certifying the unit member's ability to return to his/her position classification with restrictions, if appropriate.
- 11.9.6 Unit members who work on regular schedule of four (4) or fewer hours per day and do not have another position within the District have the right to an unpaid leave of absence for up to 12 workweeks within a rolling 12 month period for the purpose of the unit members' own serious health condition, caring for or bonding with a new baby, a newly adopted child, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

**11.10 Maternity/Paternity-Related Leaves**

**11.10.1 Pregnancy Disability Leave**

- 11.10.1.1 The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 11.10.1.2 If the need for the leave is foreseeable, notice of the anticipated absence shall be given to the supervisor in writing not later than thirty (30) days before the start of the leave. If it is not possible to provide thirty (30) days' notice, the unit member shall provide notice as soon as possible; such notice to be accompanied by a written statement from the physician establishing the date of anticipated delivery and the probable duration of the disability.

- 11.10.1.3 Written request for leave of absence without pay to begin at a period prior to the onset of disability related to birth, or following the end of the disability period after delivery, is to be made to the Human Resources Department as far in advance as possible, and in no event less than sixty (60) days in advance.
- 11.10.1.4 During the period of pregnancy disability leave, the District shall use/deduct the unit member's earned and accumulated sick leave (section 11.1.2) and, if necessary, the 100 days of extended sick leave (section 11.3.1).
- 11.10.1.5 When earned and accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (section 11.10.2) or leave under the California Family Rights Act (section 11.10.3).
- 11.10.2 Child Bonding Leave**
- 11.10.2.1 Child Bonding Leave: Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by Education Code section 45196.1.
- 11.10.2.2 For birth mothers, the twelve (12) weeks child bonding leave shall commence following the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption or foster care placement of a child.
- 11.10.2.3 For non-birthing parents, the twelve (12) weeks child bonding leave shall commence on the first day of such leave.
- 11.10.2.4 Pursuant to Education Code section 45196.1, if a unit member exhausts his/her earned and accumulated sick leave (section 11.1.2) prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to utilize extended sick leave as defined in section 11.3.1 for the balance of the twelve (12) week period.
- 11.10.2.5 Pursuant to the CFRA, leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that employers must grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks. Child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- 11.10.2.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care. In all other cases, notice shall be given as soon as practicable.
- 11.10.2.7 Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

- 11.10.3 **Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**
- 11.10.3.1 Unit members who have completed one year (twelve months) of service for the District and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of the unit member's own serious health condition, caring for a new baby, a newly adopted child, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.
- 11.10.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to section 11.10.1 (pregnancy disability), 11.10.2 (child bonding [if the employee elects to exhaust his/her earned and accumulated sick leave]) or is taken due to the unit member's own serious health condition.
- 11.10.3.3 The employee's earned and accumulated sick leave (section 11.1.2) and the 100 days of extended sick leave (section 11.3.1) shall run concurrently with FMLA or CFRA leave when it is used for purpose of the employee's own serious health condition, other than pregnancy disability.
- 11.10.3.4 When extended sick leave (section 11.3.1) is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.
- 11.10.3.5 There is no carry-over of unused FMLA, CFRA or bonding leave under Education Code section 45196.5 from one 12-month period to the next 12-month period.
- 11.10.3.6 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, or a child of person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of mental or physical disability.
- 11.10.3.7 If both parent of a child who are entitled to family care leave under section 11.10.3.1 are employees of the District, the District shall grant leave in connection with the birth, adoption, or foster care of a child.
- 11.10.3.8 The unit member shall provide reasonable advance notice to the District of the need of family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date of leave is to begin, the employee must provide at least thirty (30) days written advance notice.
- 11.10.3.9 If verification is required by the District to verify the serious illness of the child, spouse or parent, the District will accept medical verification by the treating health professional.
- 11.10.4 **Child Rearing Leave**
- 11.10.4.1 In addition to Child Bonding Leave (section 11.10.2), unpaid leave of absence shall be granted to a unit member following the birth or adoption of a child.
- 11.10.4.2 A unit member giving birth to, or adopting a child, may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall

be submitted in writing to the Superintendent or designee as far in advance of the requested commencement of the leave as possible.

- 11.10.4.3 Unpaid child rearing leave shall be for not more than six (6) months.

## **12. Transfer**

- 12.1 **Definition** — A transfer is defined as a change of job site or assignment but within the same position classification.
- 12.2 **Criteria for Transfer** — Following criteria shall be used in consideration of transfer requests:

- 12.2.1 the length of the service rendered to the District by the unit member;
- 12.2.2 the qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated;
- 12.2.3 the preference of the unit member, in cases of employee initiated transfer;
- 12.2.4 the preference of the District
- 12.3 **Employee Initiated Transfer Requests** — Each unit member covered by this Agreement shall have the right to request a transfer to any job location within the same position classification, subject to the following conditions:

- 12.3.1 The unit member may review the current list of vacancies in his/her classification, and be given the opportunity to apply for a transfer to said vacant position(s). The unit member shall submit a request for transfer on the appropriate District form.
- 12.3.2 For purposes of notification the unit member's request for transfer shall bear the signature of that unit member's present immediate supervisor.
- 12.3.3 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
- 12.3.4 Senior unit members with the last two (2) consecutive satisfactory performance evaluations shall be given priority consideration regarding filling vacant positions, within their classification.
- 12.3.5 Voluntary transfer requests shall not be processed in situations that might impede the recall of laid-off United Support Personnel.
- 12.3.6 Voluntary transfer requests shall not be unreasonably denied.

### **12.4 Employer Initiated Transfers**

- 12.4.1 In cases where a unit member must be transferred involuntarily, due to an insufficient allocation and/or reduction of hours in the class or class suffix, when all transfer criteria are judged equal by the District, and when there is no suitable volunteer, the least senior unit member within a given class or class suffix at a particular job site shall be involuntarily transferred. When more than one unit member is transferred pursuant to this section, the most senior unit member within a class or class suffix shall be given priority placement in open positions within the District.
- 12.4.2 Upon written request a unit member will be given in writing the reason for his/her involuntary transfer.

- 12.4.3 If administratively feasible, the District will attempt to give a unit member no less than a five (5) day advance notice of involuntary transfer.
- 12.4.4 The Union recognizes the authority of the Superintendent to transfer employees under his/her direction. Efforts will be made not to transfer unit members involuntarily more than once in any two (2) year period.
- 12.4.5 No unit member shall be transferred involuntarily for performance or disciplinary reasons.
- 12.4.6 In cases where there is an insufficient allocation and/or reduction of hours in the class or class suffix, each site shall follow this consolidation procedure:
  - 12.4.6.1 Identify the total number of hours in the class or class suffix affected;
  - 12.4.6.2 Identify the number of hours to be reduced in the class or class suffix;
  - 12.4.6.3 Rank the paraprofessionals by seniority order in the class or class suffix;
  - 12.4.6.4 Involuntarily transfer paraprofessionals in the class or class suffix by inverse seniority order and by whole position until the number of hours of the transferred paraprofessionals meets or exceeds the number of hours to be reduced;
  - 12.4.6.5 If the total number of hours reduced as a result of paraprofessionals transferred under Section 12.4.6.4 exceeds the necessary reduction (Section 12.4.6.2) by four (4) or more hours, a new open position shall be created in the class or class suffix.
- 12.4.7 Paraprofessionals transferred pursuant to the provisions of Section 12.4.6.
  - 12.4.7.1 The total number of paraprofessionals identified pursuant to the provisions of Section 12.4.6 shall be placed on a consolidation list in seniority order by class or class suffix and by current daily hours of employment.
  - 12.4.7.2 Paraprofessionals on the consolidation list shall be given a choice of open positions in the same class or class suffix at the same daily hours in seniority order.
    - 12.4.7.2.1 Paraprofessionals shall have an informational meeting with a site administrator and/or direct supervisor responsible for an open position prior to placement. The purpose of this meeting is to allow the paraprofessional an opportunity to learn about the school's program and the position's responsibilities. It is an opportunity for the paraprofessional to ask questions about the program and position. A paraprofessional may have an informational meeting at more than one school site prior to selecting a position.
    - 12.4.7.2.2 After the informational meeting(s) and within timelines set by Human Resources, the paraprofessional shall select a position.
  - 12.4.7.3 Following the process described in Section 12.4.7.2, paraprofessionals who remain to be placed will be given, in seniority order, the choice to select an open position in the same class or class suffix with daily hours that are greater than or less than the hours currently held.
  - 12.4.7.3.1 Paraprofessionals who exercise the choice to take a position with fewer hours shall be placed on a Voluntary Reduction of Hours list for the following school year.

- 12.4.7.3.2 During the school year following the paraprofessional's choice to fill a position with reduced hours, Human Resources shall notify the most senior paraprofessional on the Voluntary Reduction of Hours list of each open position in the same class or class suffix with the same number of hours previously held.
- 12.4.7.3.3 The paraprofessional shall have the right to refuse one (1) offer of a position during the school year. If the paraprofessional refuses the second offer, he/she shall be removed from the Voluntary Reduction of Hours list.
- 12.4.7.4 Following this process, the district shall calculate the total number of hours of paraprofessionals remaining on the consolidation list in each class and class suffix.
- 12.4.7.5 The total of number of hours by class or class suffix generated by the process set forth in Section 12.4.7.4 shall be the minimum number of hours in class or class suffix submitted to the Board of Education to trigger the layoff provisions of the Contract.

### **13. Pay and Allowances and Fringe Benefits**

#### **13.1 Salary Increases**

##### **13.1.1 2017-2018 School Year**

- 13.1.1.1 Effective July 1, 2017, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a three percent (3%) increase.
- 13.1.1.2 For Summer School, the foregoing increases shall take effect beginning with the first paraprofessional workday of the summer session in 2018.
- 13.1.1.3 In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to two percent (2%) of their annual salary based on their step placement as reflected on the 2017-2018 Salary Schedules (Appendix C) after the application of section 13.1.1.1 above.
- 13.1.1.3.1 This one-time, off the schedule payment shall be made in one installment, as soon as practicable.
- 13.1.1.4 Except as provided above, the foregoing increase shall be implemented as soon as practicable following ratification of the 2017-2020 Collective Bargaining Agreement.
- 13.1.1.5 A committee of no more than four (4) members per party shall be formed no later than sixty (60) days after ratification of this Agreement to review the salary schedule of the C10 classification and, by April 30, 2018, make recommendations to the SFUSD Superintendent and UESF President on whether the schedule should be increased. Any agreements shall be promptly implemented and inserted into the contract.

##### **13.1.2 2018-2019 School Year**

- 13.1.2.1 Effective July 1, 2018, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a four percent (4%) increase.
- 13.1.2.2 If total unrestricted general fund revenues for the 2018-2019 school year, as stated in the 2018-2019 Unaudited Actual Report, exceed the amount stated for the 2018-2019 school year in the multiyear projection contained in the 2017-2018 adopted budget, the parties shall meet and confer to adjust the

- salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.
- 13.1.2.3      Repurposing of QTEA Professional Development Hours & QTEA Impact & Innovation Awards – See Appendix F, Addendum G.**
- 13.1.2.3.1**      Effective July 1, 2018, and continuing thereafter, QTEA will contribute \$150,000 of the QTEA Impact & Innovation Awards to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members. QTEA will continue to fund \$450,000 of the Impact & Innovation Awards.
- 13.1.3      2019-2020 School Year**
- 13.1.3.1**      Effective July 1, 2019, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a four percent (4%) increase.
- 13.1.3.1.1**      Effective July 1, 2019, QTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for certificated and classified unit members. This contribution is derived from the items in Appendix E, Addendum G, which includes UESF Certificated Articles 11.2.2.4, Article 11.1.2.3.1.1, and the following (see Appendix E, Addendum G):
- 13.1.3.1.1.1**      Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining eight (8) hours of professional development for paraprofessionals/paraeducators to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members.
- 13.1.4      Funding Measure Contingency**
- 13.1.4.1**      If a measure is successfully passed and implemented that will provide the District with additional revenue that may be used to fund unit compensation, the following shall occur:
- 13.1.4.1.1**      Effective July 1, 2018, a new parcel tax add-on will be established for paraprofessionals/paraeducators for each step of the salary schedule equal to two percent (2%) of base hourly rates, defined as hourly rates after the four percent (4%) July 1, 2018 salary increase.
- 13.1.4.1.2**      In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to one percent (1%) of their base salary, defined as the salary after the four percent (4%) July 1, 2018 salary increase.
- 13.1.4.1.3**      The 8 hours of QTEA PD hours for paraprofessionals/paraeducators will be restored through the new parcel tax at the pay rate that is established in the new parcel tax MOU.
- 13.1.4.1.4**      The District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$323.72/month for employee plus one dependent; up to \$498.72/month for family coverage. “Eligible” shall mean a unit member who has worked 50% or more of a full-time

assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

- 13.1.4.1.4.1      Implementation of 13.1.4.1.4 will be effective January 1, 2019 if the measure is placed on the June 2018 ballot and successfully passed and implemented.
- 13.1.4.1.4.2      Implementation of 13.1.4.1.4 will be effective January 1, 2020 if the measure is placed on the November 2018 ballot and successfully passed and implemented.
- 13.1.4.1.5      New Parcel Tax Add-On for Eleventh-Year Paraprofessional/Paraeducators:
- 13.1.4.1.5.1      Effective July 1, 2019 and continuing thereafter, for during of the new parcel tax, each paraprofessional/paraeducator who reaches their eleventh (11th) year anniversary of employment with SFUSD as well as any paraprofessional/paraeducator who has been employed by SFUSD for eleven (11) years or more shall receive an increase to their hourly rate to three percent (3%) of Career Increment A from the 2019-2020 salary schedule.
- 13.1.4.1.5.2      This increase is prospective only.
- 13.1.4.1.5.3      This is contingent upon passage and implementation of the new parcel tax.
- 13.1.4.1.6      The parties shall reopen negotiations over how the new parcel tax revenues designated for UESF shall be disbursed.
- 13.1.4.1.7      Any increase in compensation, including the aforementioned, shall be contingent upon successful passage and implementation of the measure.

#### 13.1.5 Compensation Calculation Example

- 13.1.5.1      Below is an example of how compensation increases will be applied from 2017-2018 through 2019-2020. This example uses a base of \$10,000 for illustrative purposes:

#### **2017-2018**

- Base salary raised by 3% effective 7/1/17 = \$10,300.
- 2% off schedule one-time payment after 3% increase to base salary (\$10,300 x 2%) = \$206

#### **2018-2019**

- Base salary raised by 4% effective 7/1/18 (\$10,300 x 4%) = \$10,712.
- If ballot measure successful and implement, add amount to “parcel tax add on” column equal to 2% of new base salary effective 7/1/18 (\$10,712 x 2%) = \$214.24
- 1% off schedule one-time payment after 4% increase to base salary (\$10,712 x 1%) = \$107.12

#### **2019-2020**

- Base salary raised by 4% effective 7/1/19 (\$10,712 x 4%) = \$11,140.

- 13.2 **Longevity Pay** —All United Support Personnel with ten (10) or more years of District service shall receive an additional longevity payment of \$0.30 per hour.
- 13.3 **Language-Suffixed Position** – Unit members in language-suffixed positions shall receive an additional \$35 per pay period.
- 13.3 **Initial Salary Placement**
- 13.3.1 Unit members initially hired by the District shall be placed on step one (1) of the appropriate salary schedule for his/ her class. However, the District and the Union may mutually agree, after consultation, to designate shortage areas. Thereafter, the District may place new employees as high as Step 5 in those areas. Said advanced step placement shall be based upon the applicant's prior experience, additional training or expertise, and must be approved, in advance, by the Chief of Human Resources or designee. If the District and the Union cannot mutually agree on the designation of a shortage area, the issue shall be referred to the Superintendent for final determination. The District will provide the Union with a quarterly report of the applicants hired above Step 1.
- 13.4 A unit member must serve a minimum of seventy-five percent (75%) of the work calendar of his/her assignment to receive an increment for time in service.
- 13.4.1 Payment policies
- 13.4.1.1 Each unit member shall receive his/her payroll warrant or pay card according to the schedule established for other non-certificated employees of the District.
- 13.4.1.1.1 Electronic Payroll System – All bargaining unit members shall be paid exclusively by electronic means according to the following terms:
- 13.4.1.1.2 Bargaining unit members shall be paid through direct deposit to their existing accounts.
- 13.4.1.1.3 Bargaining unit members not already receiving pay in this manner may provide the requisite information to the Payroll Department to enable implementation of payment by direct deposit.
- 13.4.1.1.4 Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through alternative electronic means (such as a "pay card"). Unit members shall be entitled to make at least one free withdrawal from the designated financial institution each time a deposit is made by the District to the pay card. A list of pay card recipients shall be provided to the Union within thirty (30) days of the implementation of this program.
- 13.4.1.1.5 All electronic pay warrants shall be accessible via the unit member's District user name and password to a secure website provided by the District.
- 13.4.1.1.5.1 All bargaining unit members shall have access to a District computer and printer during non-duty time within normal business hours at the work site or alternate District locations for the purpose of verifying salary deposits, viewing itemized wage statements ("pay stub") and printing hard copies thereof.
- 13.4.1.1.6 Electronic postings of salary deposits and itemized wage statements shall remain accessible to employees for two (2) full years from the date of pay.
- 13.4.1.1.7 The District will provide training regarding implementation of the electronic payroll system to any bargaining unit member on request. The parties will

- meet and consult over the implementation of this program through the Contract Administration Committee (CAC).
- 13.4.1.1.8 The electronic payroll system is intended to be implemented no later than January 1, 2013. The District will notify and consult with the Union through the CAC if there is a change in this timeline.
- 13.4.1.1.9 Any cost savings expected to result from the implementation of Section 13.4.1.1.1 and subsequent subsections shall count toward any total reduction in bargaining unit members' expenses sought by the District.
- 13.5 Advancement on the Salary Schedule**
- 13.5.1 A unit member in permanent status will continue to get a step increment on his/her anniversary date, but in no event advance more than one (1) step increment per year.
- 13.6.1.1 A unit member hired on or before July 1, 1991, as a "temporary exempt employee" shall become a permanent employee on July 1, 1992, with a seniority date of the original date of hire in the District and shall advance one step on the salary schedule on his/he 1992-93 anniversary date and each year thereafter until reaching the maximum step on the schedule.
- 13.6.1.2 A unit member hired after July 1, 1991, as a "temporary exempt employee" shall be considered to be in probationary status as of July 1, 1992, and shall become a permanent employee and advance one (1) step on the salary schedule on his/her 1992/93 anniversary date after one (1) year of service (seventy-five percent [75%] of the work calendar to which assigned) and each year thereafter until reaching the maximum step on the schedule.
- 13.6.1.3 A unit member hired after July 1, 1992, shall be classified as a probationary employee as of the date of his/her hire and shall advance one (1) step after each year of service (seventy-five percent [75%] of the work calendar to which assigned).
- 13.7 United Support Personnel promoted to a class with a higher salary schedule will be placed on the step of the new schedule which has a higher dollar value than the present salary.
- 13.8 No unit member shall be required to take a reduction in his/her base hourly rate of pay as a result of an involuntary transfer. (See Section 12.4)
- 13.9 If, for a period of more than five (5) consecutive days within a fifteen (15) day calendar period, a unit member is assigned to perform duties inconsistent with those which he/she is normally assigned, her/his salary shall be adjusted upward for the entire period he/she is assigned to work out of class and at the pay rate of the higher class.
- 13.10 United Support Personnel who are assigned and authorized for reimbursement by their supervisors to use their automobiles in the performance of their duties shall be reimbursed at the IRS nontaxable mileage rate in effect on July 1<sup>st</sup>, of each year, except for the unit member's normal commute between his/her home and her/his first/last school. United Support Personnel required to pick up, deliver or return school related equipment or supplies shall be reimbursed upon authorization by the immediate supervisor.

### **13.11 The fringe benefit program shall include:**

- 13.11.1 The District shall make the following monthly contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$273.72/month for employee plus one dependent; up to \$373.72/month for family coverage. "Eligible" shall mean a unit member who has worked 50% or more of a full-time assignment for his/her class (or combination thereof) and who has been receiving an employee-only premium contribution by the District.
- 13.11.1.1 The District contribution amounts set forth in section 13.11.1 shall be effective January 1, 2019.
- 13.11.2 **Medical** — Every probationary or permanent unit member who is regularly assigned for forty (40) or more hours per pay period of bargaining unit work, including combinations of said work which equal forty (40) or more hours per pay period, shall be eligible for a comprehensive medical plan.
- 13.11.2.1 In order to receive medical coverage under the Health Service System, each eligible unit member must enroll for that coverage, and complete the necessary forms for dependent coverage, if any, within thirty (30) days after becoming eligible for enrollment.
- 13.11.3 **Dental** — Every probationary or permanent unit member who is regularly assigned for forty (40) or more hours per pay period of bargaining unit work, including combinations of said work which equal said threshold hours, shall be eligible for a comprehensive dental plan during employment. The annual maximum benefit shall be \$1,500.
- 13.11.4 **Other Provisions**
- 13.11.4.1 Once a unit member has qualified for medical and dental insurance coverage by the District, he/she shall maintain said eligibility and District contribution, if the regularly assigned hours of service fall below the forty (40) or more threshold hours per pay period.
- 13.11.4.2 The District shall make its biweekly medical and dental insurance premium contribution over the summer months for an eligible school term unit member provided he/she served the full term of the work calendar to which assigned.
- 13.11.4.3 Married unit members who are both employed by the District and eligible for participation in the health and dental plans shall have full individual unit member coverage for themselves.

### **13.12 Fringe benefits of part-time United Support Personnel**

- 13.12.1 A probationary or permanent unit member working a minimum of thirty (30) regularly assigned minutes per day in excess of his/her regular assignment(s) for a period of twenty (20) consecutive work days or more, shall have his/ her basic assignment changed to reflect the longer hours in order to acquire fringe benefits as specified in Section 13.11.
- 13.12.2 If a part-time unit member's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his/her average assigned time by fifty (50) minutes or more per work day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per work day in the preceding quarter, excluding overtime.

- 13.12.3 **Medical benefits** Effective on or about the start of the second semester of the 2000-01 school year, every probationary or permanent unit member who is regularly assigned to at least fifteen (15) but less than twenty (20) hours per week shall be entitled to one of the following medical insurance options as determined by the district:
- 13.12.3.1 A District premium contribution equivalent to 75% of the employee-only Kaiser premium for those who enroll in an HSS medical insurance plan and who agree to pay the remaining 25% of the premium, or
- 13.12.3.2 Coverage under an option offered by the City as a result of an Ordinance it may enact requiring agencies receiving City funds to either provide employees with some type of medical coverage or participate in one of the coverage options contained in said Ordinance.
- 13.13 **Retirement** — Effective October 12, 2011, the District shall participate in and make required employer contributions to Social Security System (hereafter “System”) or a 403(b) account for United Support Personnel as provided for herein.
- 13.13.1 The District, in consultation with the Union, will establish 403(b) accounts into which it will make post-employment employer contributions in lieu of any remuneration for unused accumulated sick leave. Such in-lieu-of employer contribution shall be made in accordance with all applicable rules and regulations. The District will establish such accounts at the request of any retired unit member who did not have such an account prior to October 12, 2011.
- 13.13.2 Any classified bargaining unit member who notifies the District’s Human Resources Department no later than 5:00 pm March 1 of his or her plan to retire or resign on or before June 30 shall receive a \$250 stipend.
- 13.14 **State Disability Insurance** — Unit members are required to participate in and contribute to the State Disability Insurance Plan in accordance with elective coverage of the California Unemployment Insurance Code.
- 13.14.1 Unit members eligible for State Disability benefits and sick leave benefits for any portion of the period of disability shall be required to make application for both benefits. The State Disability benefits shall be returned to the District to be credited to the worker’s sick leave balance on the following basis:
- Integration with State Disability is automatic and cannot be waived.
  - The amount credited to the worker’s sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the worker’s straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the worker’s class of employment.
- 13.15 The District and Union shall establish a joint study committee to review possible cost containment provisions for fringe benefit coverage and carriers. If the District and the Union mutually agree on cost containment revisions, said agreement shall be reduced to a Side Letter of Agreement. The joint study committee referred to herein shall be ongoing in its review of the fringe benefit program.
- 13.16 Pending written certification by the City Health Service System, bargaining unit members who retire under the PARS program eligibility shall be provided with employee only medical insurance coverage through said System.

### **13.17 Retiree Health Benefits: Inclusion of Social Security Members**

- 13.17.1 All United Support Personnel employed by the District on July 1, 2005, and who exercised the irrevocable option to continue individual participation as a Social Security member pursuant to Article 13.16.6 of this agreement shall be deemed fully eligible and vested in the San Francisco City and County Health Services System for the purpose of receiving life-time medical benefits as a retiree from San Francisco Unified School District as set forth in Section 13.18.
- 13.17.2 The District shall take all necessary and prudent steps to implement the provision above. UESF shall receive copies of all communication between the District and Health Service System related to this provision.
- 13.17.3 All United Support Personnel who transition to Social Security pursuant to 13.13.1 of this agreement shall be deemed fully eligible and vested in the San Francisco City and County Health Services System for the purpose of receiving life-time medical benefits as a retiree from San Francisco Unified School District as set forth in Section 13.18.
- 13.17.4 All United Support Personnel who elected to remain outside of Social Security by October 12, 2011 shall be deemed fully eligible and vested in the San Francisco City and County Health Services System for the purpose of receiving life-time medical benefits as a retiree from San Francisco Unified School District as set forth in Section 13.18.

### **13.18 Retiree Health Benefits: Vesting Period**

- 13.18.1 Unit members working in the Early Education and/or Special Education Program shall be eligible for retiree health and welfare benefits if they work at least three (3) hours per day, in addition to the years of service requirement described below. All other unit members shall be eligible for retiree health and welfare benefits if they work at least four (4) hours per day, in addition to the years of service requirement described below.
- 13.18.2 Employees hired on or after July 1, 2006 shall be required to be employed for the final ten (10) consecutive years.
- 13.18.3 Final consecutive years of service shall include approved paid leaves of absence. Unpaid leaves and separation from employment due to reduction in force shall not constitute a break in service but shall not be counted in the 10 year requirement.

### **13.19 Early Education Department (EED)**

- 13.19.1 The job description for paraprofessionals assigned to the Early Education Department may be modified by the District to include those work activities currently related to sleeping cots used by students. If said modification takes place, the salary schedule for the class of C10 shall be increased by \$.15 per hour.
- 13.19.2 All paraprofessionals assigned to the Early Education Department shall have completed the six (6) semester units of college training in Early Childhood Education, as prescribed by the California Department of Social Services, Community Care Licensing.
- 13.19.2.1 For current bargaining unit members who will be required to take said college training, the District will provide tuition reimbursement upon satisfactory completion of classes taken at the institution(s) identified by the District. If the unit member opts for qualifying classes offered elsewhere, the

reimbursement shall not exceed that paid at (a) District-identified institution(s). The reimbursement provisions contained herein shall be retroactive to July 1, 1995, for courses completed after said date.

- 13.19.2.2 The District and the Union will work together in planning the arrangements under which said course work will be offered. Included in said arrangements shall be: The college(s)/institutions through which the courses will be offered, the scheduling and location of the offerings, the content emphasis of the classes, the relativity to SFUSD curriculum, language consideration, etc.
- 13.19.3 All newly employed unit members shall be required to have the college training described above as a condition of employment.
- 13.19.4 Current bargaining unit members who have not completed the college training described above shall receive District assistance, including in-service training, in placement in paraprofessional classification vacancies outside the Early Education Department and for which they are qualified. Such qualifications may include successful completion of the applicable proficiency test.

#### **13.20 Paraprofessional Substitute Corps**

- 13.20.1 As soon as administratively feasible after the start of the Fall semester, but in no case later than fifteen (15) days after the start of the school year, the District shall identify and establish a corps of at least ten (10) and up to thirty (30) six-hour paraprofessionals to serve in substitute assignments as designated by the District. All appointments shall be retroactive to the first day of the school year.
- 13.20.2 Appointment to these positions shall be based upon application and prior experience in SFUSD in the S10 and/or N10 classifications resulting in an overall evaluation rating of "satisfactory" or above for the most recent school year, and then shall be open to other USP employees of the District. Following these recruitment attempts, positions may be opened to new employees.
- 13.20.3 Corps Substitute Paraprofessionals shall begin at Step 1 of Schedule 911 of Salary Schedule C.3, plus a \$1 per hour differential and will be entitled to move one step each year on the 911 schedule. Corps Substitute Paraprofessionals shall receive benefits in accordance with Article 13 of the USP contract.
- 13.20.4 Corps Substitute Paraprofessionals shall have priority considerations (i.e., the right to an interview before applicants from outside the district) for non-substitute paraprofessional vacancies that occur during the course of the academic school year.

#### **13.21 Special Education Paraprofessional Substitutes**

The District shall make every reasonable effort to recruit and provide substitutes for absent teachers and paraprofessionals assigned to special day classes, paraprofessionals assigned one-to-one service providers, and to general education classes with students who are receiving special education services in the general education setting. Upon request to the District Human Resources Department, efforts will be made to obtain substitutes for long-term absences of paraprofessionals in other special education classes. Long-term absences shall be those projected to be in excess of seven (7) work days.

## **13.22 Professional Development**

13.22.1 Professional Development opportunities shall relate directly to the professional responsibilities of the respective classifications.

## **14. Employee Salary Data**

- 14.1 Upon initial employment or upon a change in class and thereafter annually, no later than December 1, United Support Personnel shall receive a regular work assignment notice. The notice shall include class, work location, assigned hours, salary per pay period, and hourly rate. As soon as practical thereafter benefit entitlement information will be provided.
- 14.2 All new United Support Personnel will receive a copy of the collective bargaining agreement upon initial employment or as soon thereafter as copies are available.
- 14.3 Each unit member shall be provided information regarding fringe benefits at the time of initial employment, and thereafter as substantive benefit changes occur.

## **15. Health and Safety**

### **15.1 Bodily Harm**

- 15.1.1 The Union and the District agree that the right to personal safety and healthful conditions on school premises and a learning environment free from unnecessary disruption are priority considerations.
  - 15.1.1.1 Each work site to which bargaining unit members are regularly assigned shall have a comprehensive safety and disaster plan, which shall be updated annually by October 1<sup>st</sup> of each school year.
  - 15.1.1.2 Safety notices required by law shall be conspicuously posted at all District work sites in places frequented by unit members.
  - 15.1.1.3 The District and the Union shall jointly develop a safety checklist and procedures to provide safe and non-hazardous working conditions for the unit members and learning conditions for the students in order to conform to appropriate governmental standards so as to promote the health, safety and well-being of the members of the bargaining unit and their students.
  - 15.1.1.4 Whenever the Public Health Department advises the District to notify United Support Personnel regarding contagious diseases the District shall promptly provide such information.
  - 15.1.1.5 Bargaining unit members shall not be required to participate in work activities under conditions which may physically endanger their personal safety or well-being.
  - 15.1.1.6 Hazardous conditions in the work place which are made known to the District and which pose an immediate danger to the health or safety of unit members or students shall be reported by the District to the Union and UBC at the site with plans to rectify them. A complaint by a unit member or Building Representative that there has been a violation of the safety of unit members and/or students shall be made to the site administrator as promptly as possible. The complaint shall be reduced to written form. The site administrator/designee shall provide a written response as to the disposition of the complaint to complainant, the UBC and the Labor/Management Health and Safety Committee (LMHSC) unless the matter has been turned over to the

LMHSC in which case the LMHSC shall provide the response. (See Section 15.3.)

### **15.2. Bodily harm, reimbursement**

- 15.2.1 Unit members shall promptly report cases of attack assault or physical threat by any pupil or any individual to the principal or immediate supervisor and to the appropriate law enforcement authorities. The principal or immediate supervisor who has knowledge of such incident shall promptly report the same to the appropriate law enforcement authorities; the written report of the incident described in 15.2.3 shall also be filed with the Superintendent/designee. While said report is not grievable, a copy shall be provided to the unit member who may attach his/her own statement thereto.
- 15.2.1.1 Absent extraordinary circumstances, such report shall be delivered to the Union within thirty (30) calendar days of the unit member's report of the incident to his/her principal or immediate supervisor.
- 15.2.1.2 This District shall notify the Union immediately upon determining that the foregoing thirty (30) day timeline will not be met and, in such case shall inform the Union of the specific date for delivery of the report.
- 15.2.1.3 Alleged violations of the foregoing thirty (30) day timeline shall not be subject to Article 18 (Grievance Procedure) except to the extent that the grievant(s) assert(s) that s/he has been materially and adversely affected by the alleged violation.
- 15.2.2 The District shall inform the unit member of his/her rights under the law and shall provide such information in writing.
- 15.2.3 The District shall provide a copy of each report of attack, assault or physical threat against a unit member to the Union on a District-approved form developed in consultation with the Union.
- 15.2.4 The District shall give direct legal and other related assistance in accordance with applicable law for any assault upon the unit member while acting in the discharge of his/her duties.
- 15.2.5 When absence arises out of or from such assault or injury, the unit member shall not forfeit any sick leave.
- 15.2.5.1 An assaulted employee who presses charges against his/her assailant shall have those days of required court appearance, resulting from subpoena, designated as days with full pay. Such absences shall not be charged against accumulated sick leave or personal leave.
- 15.2.6 The District shall reimburse a unit member for damage or theft of personal property when said damage or theft results from attack, assault or physical threat, robbery or vandalism when said damage or theft occurs in the line of duty, including pupil supervision, without fault of the unit member. Damage or theft of property in the line of duty does not include damage to or theft of automobiles used solely for commute purposes.
- 15.3 **Safe Working Conditions**
- 15.3.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or physical well-being.

- 15.3.2 At each bargaining unit member's work site, there shall be designated restrooms for the sole use of school staff and other adults. All unit members shall have unrestricted access to keys for staff restrooms.
- 15.3.3 The District shall provide each classroom with a first aid kit.
- 15.3.4 Under ordinary circumstances no bargaining unit member shall be required to transport pupils in private vehicles.
- 15.3.4.1 In the event the District requests or requires that a unit member transport a pupil or pupils, the District shall provide primary liability coverage for any incident that occurs during such assignment.
- 15.3.5 School sites are non-smoking environments.
- 15.3.6 At each school site, there shall be at least one (1) lunchroom and/or faculty room.
- 15.3.7 The District shall make reasonable efforts to keep facilities free of unwanted rodents, pests, and insects such as ants, roaches and fleas.
- 15.3.8 Upon notification by the unit member to the site administrator, the District shall provide each classroom and major work area that contains an existing, functional telephone jack, with a working telephone.
- 15.3.9 School Modernization and Renovation
- 15.3.9.1 As the District renovates, builds or otherwise makes improvements to school buildings, the District shall make all reasonable efforts to provide a functioning, monitored central office intercom service at the site and a telephone jack to all major areas that do not already have telephone service.
- 15.3.9.2 The District and the Union shall consult over general procedures related to health, safety and the maintenance of quality teaching conditions to be applied during school capitalization and modernization projects.
- 15.3.9.3 The District and the Union shall continue to utilize Contract Administration Committee (CAC) and division meetings for addressing site specific issues in the areas referred to in section 15.3.9.
- 15.3.10 Unit members shall be provided with a secure space in which to store personal belongings.
- 15.3.11 SFUSD identification badges will be made available to all unit members by the end of the term of the 2017-2020 contract.
- 15.4 **Harmful Chemicals** – Removal and cleanup of hazardous materials shall be handled in accordance with all applicable federal and state laws and regulations that apply to California K-12 public schools by persons specially trained in such procedures.
  - 15.4.1 The District acknowledges that the presence of asbestos, when in a friable condition, poses a serious health hazard for employees and pupils.
  - 15.4.2 The District will comply with federal and state laws and regulations applicable to California K-12 public schools with regard to asbestos removal.
  - 15.4.3 Any sick leave taken in connection with documented cases of work related asbestos illness (mesothelioma) shall be unlimited and not deducted from the bargaining unit member's accumulated sick leave.

## **15.5 Labor/Management Health and Safety Committee (LMHSC)**

- 15.5.1 The District and UESF shall establish a labor/management health and safety committee of equal representation which shall meet on a regular basis to discuss and consider appropriate means of resolving safety and student discipline issues. The various other unions representing District employees shall be invited to participate. Upon mutual agreement by both the District and the Union, other city agencies, parents, students, and community members may be invited to participate when appropriate. Any recommendations having a contractual impact shall be referred to the Negotiating Teams of the impacted parties.
- 15.5.1.1 The Labor/Management Health and Safety Committee shall develop recommendations addressing the following issues:
- The development of programs that will teach pupils and staff techniques for identifying and resolving conflicts without violence.
  - The development of training programs for school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
  - The development of a safety checklist and procedures to provide safe and non-hazardous working conditions for the staff and learning conditions for the students in order to conform to appropriate governmental standards so as to promote the health, safety and well-being of staff and their students.
  - The development of plans in the continuing effort to implement the Board approved Safe and Supportive Schools Policy and to present recommended revisions to District policies regarding timing of implementation and implications for staffing and support of schools.
- 15.5.2 The recommendations developed by the Committee shall be submitted to the Superintendent and President of UESF and to the extent needed be provided to the respective negotiating teams.
- 15.5.3 The Committee may request from the District, to the extent allowed by the law, data and information that would contribute to the implementation of this article, and to meet the goal of providing for safe schools and the prevention of violence among pupils.
- 15.5.4 The Health and Safety Committee and any experts the parties may designate shall have access to all schools and other District work sites to which unit members are assigned for the purposes of investigating and assessing allegedly unsafe working conditions. If possible, such visits shall be made in a manner that minimizes disruption to the facility.
- 15.5.5 The Health and Safety Committee may establish sub-committees to deal with special safety, environmental, and health issues.
- 15.5.5.1 The LMHSC or an appropriate subcommittee will consider any complaint brought to attention in writing and will issue a written response as to whether a hazardous and/or unhealthful condition exists and how it will be addressed.

## **15.6 Specialized Health Care Procedures and Indemnification**

- 15.6.1 No unit member shall be required to administer medication or provide other medical services unless they have been provided requisite training.

- 15.6.2 The District shall indemnify and hold harmless, in accordance with applicable Government Code sections, any unit member who performs health care services.
- 15.6.3 A joint Union/District committee shall be convened, comprised of four (4) members appointed by the Union and four (4) members appointed by the District, in order to:
  - 15.6.3.1 Assess the viability of United Support Personnel engaging in medical procedures and/or administering medication; and
  - 15.6.3.2 Make recommendations for qualifications, preparation, curriculum, training, stipends, classification changes, certification and a process to provide for the ongoing review of all of these items.

## **15.7 Access to Work Sites**

- 15.7.1 Unit members classified as Security-Campus (T10) shall have reasonable access to all areas of the campus/work site over which they have responsibility.

## **15.8 Non-discrimination**

- 15.8.1 The provisions of Article 6 shall apply to the exercise of bargaining unit members' right to a safe and healthy workplace.

# **16. Job Posting**

## **16.1 Posting of Notice**

- 16.1.1 Notice of all job vacancies at an individual site shall first be posted at that site so that unit members assigned to that site may have the opportunity to transfer.
- 16.1.2 Notice of all job vacancies, not filled as a result of site transfer, available to candidates from within the District shall be posted on the District's web site on its Human Resources web page and on bulletin boards in or around the Classified Personnel Office.
- 16.1.3 The job vacancy notice shall remain posted for a minimum period of five (5) work days, during which time United Support Personnel may file for the vacancy.
- 16.1.4 Each site where United Support Personnel are employed shall post copies of the Weekly Administrative Directive (WAD).
- 16.1.6 Classified Personnel shall send a copy of all published job vacancies for bargaining unit positions to the Union.
- 16.2 **Filing** — Any member in the bargaining unit may file for a vacancy by submitting a District application form to the Classified Personnel Office within the filing period.
- 16.3 Notice to Supervisors: The District shall notify in writing every management employee who has a unit member of this bargaining unit under his/her supervision no later than September 1 annually of his/her obligation to follow the terms and conditions of this Article. The District shall send a copy of such notice to the Union.

# **17. United Support Personnel Professionalization**

- 17.1 **San Francisco Paraeducator/Paraprofessional Teacher Training Program**— The Union and the District will continue to work jointly to enable unit members employed by the District to qualify for teaching positions.
- 17.2 **Career Ladder / Certification / Credentialing** — The District and the Union shall form a joint labor-management committee consisting of an equal number of

representatives not to exceed five (5) from each side. The charge of the committee shall be to formulate recommendations related, but not limited to:

- 17.2.1 United Support Personnel certification/credentialing,
- 17.2.2 Career ladders for represented classes from entry level to top level,
- 17.2.3 Length of compensated service,
- 17.2.4 Compensation for educational units earned,
- 17.2.5 The recommendations and any related compensation issues shall be subject to negotiations.
- 17.3 **Certification** — The District and Union shall form a joint committee of equal representation to explore the possibility of creating an alternative level of paraeducator/paraprofessional certification and credentialing pathways, based upon different duties and training.
- 17.4 **Apprenticeship Program**
- 17.4.1 Upon the request of either party, the District and Union shall investigate the establishment of an Apprenticeship Program under the guidelines developed by the California Department of Industrial Relations.

## **18. Grievance Procedure**

- 18.1 The Union and District agree that everyone concerned will benefit when prompt and confidential resolution of grievances is encouraged. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 18.2 A “grievance” is a written claim by a grievant, as defined in Section 18.8.1.1, that there has been a violation, misinterpretation or misapplication of a provision or provisions of this Agreement.
- 18.3 The unit member with a grievance may first discuss the matter with the principal or supervising administrator directly or accompanied by a representative of the Union with the object of resolving the matter informally.
- 18.3.1 As used in this Article 18, “supervising administrator” is the lowest level administrator having immediate jurisdiction over the grievant.
- 18.4 Notwithstanding Section 18.3 a grievance shall be presented not later than the fifteenth (15th) day after the act, occurrence, event or circumstance alleged to constitute a violation of the contract or not later than the fifteenth (15) day after which the unit member could reasonably have known of the said act, occurrence, event or circumstance; except that if the act, occurrence, event or circumstance giving rise to the grievance occurs during a unit member’s non-service days the time limits shall begin when the unit member returns to service.
- 18.5 As used in this Article 18, a “day” shall mean a day in which the District offices are open for business.
- 18.6 All grievances shall be submitted in writing and shall include a concise statement of the facts constituting the grievance, including the name of any employee involved and the date(s) and location(s) involved in the grievance. The grievance shall also specify the section or sections of the contract which are alleged to have been violated,

misinterpreted or misapplied and the specific remedy sought by the grievant or the Union.

18.7 All grievances shall commence at Step 1 and shall be submitted to the principal or supervising administrator, except if a grievance arises from the action of an authority higher than the principal or supervising administrator, the grievance may be filed at Step 2 of the grievance procedure.

18.7.1 Upon mutual agreement of the Union and the District, a grievance may be taken directly to arbitration.

### **18.8 Grievance procedure steps**

#### **18.8.1 Step 1 — School/Supervising Administrator Level**

18.8.1.1 The grievance shall be submitted in writing. The grievance shall be submitted on a designated form mutually developed by the Union and the District, unless the form is unavailable. The grievance shall be filed with the grievant's principal or supervising administrator. When the Union becomes aware of the grievance it shall send a courtesy copy to the Labor Relations Department in timely manner. A grievance may be filed:

18.8.1.1.1 by a unit member accompanied by a representative of the Union;

18.8.1.1.2 by a unit member representing himself or herself; or

18.8.1.1.3 by the Union, on behalf of at least one named member of the bargaining unit when an alleged violation of the contract affects more than one (1) member and has a recognizable impact upon members at more than one (1) school, or when the alleged violation presents a question of common or general interest to many aggrieved members of the unit.

18.8.1.2 If the unit member is not represented by the Union, UESF shall be given a copy of the grievance. The Union shall have the opportunity to file a statement.

18.8.1.3 Within ten (10) days after receiving the grievance, the principal or supervising administrator shall investigate the grievance, including granting the grievant and/or the Union an opportunity to be heard, and shall render a decision in writing, together with the supporting reasons, and shall forward the decision to the grievant, Human Resources Department, and the Union. The failure of the principal or supervising administrator to render a decision within ten (10) days shall be deemed a denial by the District.

18.8.1.4 No unit member at any stage of the grievance procedure shall be requested or required to meet with any administrator concerning any aspect of a grievance other than as outlined in this procedure.

#### **18.8.2 Step 2 — District Level**

18.8.2.1 Within fifteen (15) days after receiving the decision from Step 1, or at the expiration of the timeline within which that decision was due, the grievant may, on his/her own or through the Union, or the Union may on its own behalf, appeal the decision of Step 1 to the Superintendent or the Superintendent's designee. If no decision was issued by the principal or supervising administrator at Step 1, then the Superintendent or Superintendent's designee shall send a copy of the grievance and a notice of the Step 2 hearing to the principal's or supervising administrator's supervisor.

- 18.8.2.2 An appeal to Step 2 shall be in writing and may be accompanied by a copy of the decision at Step 1, if any.
- 18.8.2.3 Within fifteen (15) days after delivery of the appeal, the superintendent or designee shall investigate the grievance, including granting the grievant and/or the Union an opportunity to be heard, and shall render a decision in writing, together with the supporting reasons, to the grievant, the Labor Relations Department, the Union, and the principal or supervising administrator involved.
- 18.8.2.4 The failure of the Superintendent's designee to render a decision at Step 2 shall be deemed a denial of the grievance.
- 18.8.3 Step 3 — Arbitration**
- 18.8.3.1 The Union has the exclusive right to appeal the decision to arbitration within twenty (20) days of the Step 2 decision being rendered or at the expiration of the timeline within which a decision was due. Notification of the appeal to arbitration shall be in writing and delivered by facsimile, and by either hand-delivery or regular U.S. mail to the Senior Executive Director of Labor Relations, or successor. The arbitrator shall issue a decision not later than thirty (30) calendar days after the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The decision of the arbitrator shall be final and binding on the parties.
- 18.8.3.2 Based on mutual agreement, a court reporter shall be present at the arbitration hearing, in which case the court reporter's fee shall be equally shared by the Union and the District. In the absence of mutual agreement, either party may have a court reporter present and shall be solely responsible for the court reporter's fees. The arbitrator's fee shall be equally shared by the Union and the District. If an arbitrator is selected and the arbitration is postponed, the party requesting the postponement shall pay 100% of all fees.
- 18.8.3.3 Limitations of the Arbitrator**
- 18.8.3.3.1 The arbitrator may not decide any issue not submitted, and shall have no power to add to, subtract from, or modify the terms of this Agreement.
- 18.8.3.3.2 The grievance procedure may not be utilized to challenge or change policies of the District, as set forth in the Board of Education policies, administrative regulations and procedures, and the arbitrator shall have no jurisdiction to consider or act upon such challenges except as may be necessary to resolve a controversy regarding Article 4.1.
- 18.8.4 Mediation Option**
- 18.8.4.1 Upon mutual agreement, the District and the Union may jointly request that a grievance be submitted to mediation following the decision issued at Step 2.
- 18.8.4.2 The District shall arrange for a mediator from the California State Mediation and Conciliation Service (CSMCS), or from any other mutually agreeable recognized dispute resolution center, to be assigned to assist the parties in the resolution of the grievance. No individual serving as a mediator may serve as an arbitrator or an expedited arbitrator in the same matter.

- 18.8.4.3 If the mediation option is exercised, then all steps to conduct the arbitration as established in Section 18.8.3 shall move forward regardless of the mediation process.
- 18.8.4.4 If a mutually agreeable resolution to the grievance is reached, then the resolution shall be reduced to writing and signed by the grievant(s), the Union and District. Any agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 18.8.4.5 At any time and upon the request of either the Union or the District, the mediation shall terminate. Termination of the mediation process shall constitute notice that the arbitration shall be conducted.
- 18.8.5 **Expedited Arbitration Option**
- 18.8.5.1 Within the time permitted for requesting arbitration pursuant to Section 18.8.3.1, the parties may mutually agree to submit the matter for expedited arbitration.
- 18.8.5.2 Expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, who shall serve until the parties mutually agree to remove her or him or for twelve (12) months, whichever comes first. Not later than August 31 of each year, the Senior Executive Director of Labor Relations, or successor, shall propose a twelve (12) month schedule with monthly expedited arbitration hearing dates and including all other relevant timelines and deadlines.
- 18.8.5.3 At least ten (10) business days prior to the expedited arbitration hearing, the parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced and which has not previously been provided to the other party. Additional witnesses and additional documents and/or material may be added to the list so long as names of witnesses, copies of documents and/or other materials are provided to the other party no less than two (2) business days prior to the hearing. Other witnesses may be called and documents and/or materials presented solely at the discretion of the arbitrator.
- 18.8.5.4 The arbitrator shall hear a maximum of four (4) grievances for each scheduled day of hearings. Each grievance shall have a two hour and forty minute time limit, with each party having ten (10) minutes to present an opening statement and ten (10) minutes to provide a closing statement. Further, each party shall have one (1) hour to present its case for the grievance or in defense of the decision at Step 2. The time limits may be modified by mutual agreement of the parties or at the discretion of the arbitrator.
- 18.8.5.5 During the hearing, the following shall be prohibited: attorneys, written briefs, court reporters and electronic transcription.
- 18.8.5.6 Absent exceptional circumstances as determined by the arbitrator, he or she will issue oral decisions at the close of the hearing. Written summary awards shall be provided by the arbitrator to the parties within twenty (20) days following the hearing.
- 18.8.5.7 Decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.

- 18.8.5.8     Each party shall bear its own expenses in connection with the expedited hearing process. Except as noted below, the parties shall share all fees and expenses of the arbitrator equally.
- 18.8.5.9     Only arbitrators who agree to the following provisions shall be used for expedited arbitration: For days with one or two arbitrations, the arbitrator shall be paid 50% of her or his fee. For days with three or four arbitrations, the arbitrator shall be paid 100% of her or his fee. Arbitration hearing days cancelled fourteen (14) or more days before the hearing date shall incur no fees whatsoever. Cancellation of thirteen (13) days or less and that incur a fee imposed by the arbitrator shall be fully paid by the party requesting or causing the cancellation.
- 18.8.5.10    If one party fails to appear for a scheduled arbitration hearing that has not been cancelled, the hearing will be held and the party present shall present its case. The arbitrator shall issue an oral decision at the close of the hearing based solely on the information presented at the hearing. Written summary awards shall be provided by the arbitrator to the parties within twenty (20) days following the hearing.
- 18.9          General provisions — The Union shall request a list of seven arbitrators from the California State Mediation and Conciliation Service (CSMCS). The parties shall alternately strike names from the list until an arbitrator has been selected. In the alternative, the District and the Union may mutually agree to select an arbitrator.
- 18.9.1        Since it is important that grievances be processed as rapidly as possible, the number of days stated above at each step shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties. Time limits for appeal provided in each level will begin the day following the receipt of the written decision by the Union or the grievant, if filed without the Union (at Step 1 or Step 2) or the Union (at each level), or the day following the expiration of the time within which such decision was due.
- 18.9.2        The initial grievance may be amended by the grievant at any time prior to the hearing at Step 1 to set forth new matters arising from the alleged violation. The grievance may not be amended thereafter.
- 18.9.3        Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit filing an appeal at the next step of this procedure.
- 18.9.4        If the grievance hearing, at any step, is held during the work day, the grievant(s) and the Union representatives shall be released with no loss of pay.
- 18.9.5        No grievance material shall be placed in the personnel file of unit members exercising their rights under the grievance procedure. Neither shall such material be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement. Materials as used herein shall mean materials developed to process a grievance, such as forms for initial filing and appeals, level responses, subpoenas and awards, etc.

- 18.9.6 If two (2) or more grievances involving the same alleged violation, or which present common questions of fact and law, have been submitted, the Union and District may agree that the grievances shall be consolidated and that they shall be heard at Level 2.
- 18.9.7 A grievance may not be submitted to arbitration unless the procedures in this article have been complied with and all steps followed.
- 18.9.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent's designee and the Union and shall be given appropriate distribution by the Union so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be paid by the District.
- 18.9.9 Nothing contained herein shall be construed as limiting the right of any unit member having an alleged grievance to discuss the matter informally with an appropriate member of the administration, to process his/her own grievance, and to have the grievance resolved without intervention by the Union, provided the resolution is reached prior to arbitration and that the resolution is not inconsistent with the terms and conditions of the Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 18.9.10 If a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in harm to the aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

## **19. Discipline and Dismissal**

### **19.1 Discipline and Dismissal of Permanent Unit Members**

- 19.1.1 Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of the Education Code and notwithstanding any other provision of this agreement, shall only be for just cause.
- 19.1.1.1 Dismissal – Dismissal is removal from employment.
- 19.1.1.2 Suspension – Suspension is a temporary removal from service for a specified period without pay.
- 19.1.2 Unit members may be disciplined for the following causes:
- 19.1.2.1 Willful or negligent violation of District policies, rules and regulations or the rules and regulations of a federal, state or local government agency which are applicable to public schools.
- 19.1.2.2 Failure to perform adequately the duties of the position held and/or failure to maintain licenses or certificates required by law, District requirements, or job description.
- 19.1.2.3 Immoral or unprofessional conduct
- 19.1.2.4 Dishonesty.

- 19.1.2.5 Drinking alcoholic beverages or illegally using controlled substances on the job or reporting to work while under the influence of alcoholic beverages or illegally-used controlled substances. Nothing in this section shall waive a unit member's right to privacy.
- 19.1.2.6 Conviction of sex offense as defined in Education Code section 44010 or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code.
- 19.1.2.7 Conviction of a felony or of any crime involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 19.1.2.8 Evident unfitness for service.
- 19.1.2.9 Physical or mental incapacity to perform adequately on the job.

## **19.2 Guidelines for Disciplinary Action**

- 19.2.1 The following guidelines shall be recognized in the discipline and/or dismissal of unit members:
  - 19.2.1.1 The unit member shall be adequately informed of the consequences of his/her conduct.
  - 19.2.1.2 The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
  - 19.2.1.3 A fair and objective investigation should reveal the necessity for disciplinary action.
  - 19.2.1.4 Rules, orders and penalties should be applied fairly and equitably.
  - 19.2.1.5 Disciplinary action should be appropriate and reasonably related to the nature of the offense.

## **19.3 Progressive Discipline**

- 19.3.1 Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct or the conduct is so egregious that immediate action is warranted.
  - 19.3.1.1 Initially the principal or immediate supervisor shall discuss the unit member's acts or omissions prior to issuing a verbal reprimand.
  - 19.3.1.2 If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.
  - 19.3.1.3 The elements of progressive discipline shall be administered in a timely manner.
- 19.3.2 If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least two (2) related written reprimands issued within a reasonable period of time of each other and recommended within a reasonable period of time after the second written reprimand was issued. Exceptions may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct or where there has been no improvement after the first written reprimand was issued.
- 19.3.3 Normally, any initial suspension of a unit member pending a disciplinary hearing shall be with pay.

- 19.3.3.1     **Emergency Suspension** — The Union and the District recognize that emergency situations can occur involving the health and welfare of students, employees, or the public.
- 19.3.3.1.1    If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students, employees, or the public, the District may suspend the unit member without pay immediately after informing the unit member of the reason for the suspension.
- 19.3.3.1.2    Within three (3) work days, the District shall hold an informal hearing as described in Section 19.4.1 and serve on the employee a written notice of discipline and notice of right to a formal hearing in accordance with this Article.
- 19.3.3.1.3    If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the unit member shall be reimbursed the appropriate back pay.
- 19.3.4       A unit member may be represented, upon request, at any disciplinary meeting or hearing.

#### 19.4   Disciplinary Procedure

- 19.4.1      **Informal Hearing** — By mutual agreement, an employee against whom disciplinary action is being recommended may meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The employee may be represented at the hearing by a representative of his/her choice.
- 19.4.1.1     If no agreement is reached at the informal hearing, the District will give written notification of official charges and notice of a right to a formal hearing.
- 19.4.2      **Written Notice** — When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall be mailed to the Union at the same time unless the employee requests otherwise.
- 19.4.3      **Statement of Charges** — A statement of the specific charges against the employee shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates, and location, on which the disciplinary action is based and shall state the penalty proposed.
- 19.4.3.1     No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 19.4.3.2     The employee may, upon request, have copies of materials upon which the charges are based.
- 19.4.4      **Right to a Hearing** — The unit member may request a hearing in writing either by mail or personal delivery within five (5) work days after service of the

statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a hearing and a denial of all charges. In the absence of a request for a hearing within the five (5) work days, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

- 19.4.4.1 If, after requesting a hearing, the employee fails to appear for the hearing, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.
- 19.4.5 **Hearing** — A hearing shall be held before the Superintendent or his/her designee in compliance with state and federal due process requirements.
  - 19.4.5.1 The hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
  - 19.4.5.2 The employee may be represented at the hearing by a representative of his/her choice.
  - 19.4.5.3 The Superintendent or designee shall render a written decision within ten (10) work days.
  - 19.4.5.4 The decision of the Superintendent or designee shall be submitted to the governing board for action unless the matter is moved to arbitration. The request for arbitration shall be made within fifteen (15) days after receiving the decision of the Superintendent or designee.
- 19.4.6 **Arbitration**
  - 19.4.6.1 The Union has the exclusive right to appeal the Superintendent/designee's decision to arbitration.
  - 19.4.6.2 The Union shall request a list of arbitrators from the California State Mediation and Conciliation Service (SMCS). The parties shall alternately strike names and use a mutually agreeable method to determine which party shall strike the first name.
  - 19.4.6.3 Technical rules of evidence shall not apply at the arbitration.
  - 19.4.6.4 The cost of the arbitration and the reporter, if any, shall be borne equally by the District and the Union.
  - 19.4.6.5 The arbitrator shall submit a written decision, including the findings of fact and determination of the issues, within thirty (30) calendar days after the closing of the hearing. A copy shall be sent to the employee, the Union and to the Superintendent.
  - 19.4.6.6 The decision of the arbitrator shall be advisory for terminations, binding for suspension. The Superintendent shall submit the arbitrator's decision to the Board of Education. The decision of the Board of Education shall be final. If an advisory arbitration decision on a dismissal is rejected upon review by the District's Board, the District will pay the arbitrator's fee and cost incurred by the Union.
- 19.5 **Release of Probationary Classified Employees** — Probationary employees are excluded from the provisions of the disciplinary article. At any time prior to the expiration of the probationary period, the District may, at its discretion, release a probationary employee.

## **20. Due Process for Handling Complaints**

- 20.1 The District and the Union agree that the following procedures shall be used for processing complaints against members of the bargaining unit by a citizen.
- 20.2 This article is not to be considered as a substitute for the evaluation procedure.
- 20.3 A charge is a complaint by a citizen against a member of the bargaining unit that:
  - 20.3.1 could result in disciplinary action, or in any other way affect the status of the unit member; and,
  - 20.3.2 has not been resolved at the school level, if the complaint had initially been made at that level.
- 20.4 Charges against a unit member will not be heard publicly by the Board of Education or the Superintendent and his/her staff unless the unit member requests that the charges be heard publicly.
- 20.5 All charges against a unit member shall be filed in writing with the Employer.
- 20.6 The unit member so charged shall immediately be furnished a copy of the charges, to the extent permitted by law.
- 20.6.1 Nothing in this Article shall require the District to provide information to a unit member when a non-school district agency has given the district notice that such information may compromise that agency's criminal investigation.
- 20.7 If, after investigation, the Superintendent decides further action is necessary, a conference committee shall be established consisting of the Superintendent or designee, the unit member and/or designee, and the citizen and/or designee. The conference committee may terminate the charges by unanimous agreement.
- 20.8 The meetings of the conference committee are to be privately conducted. Any public announcement of the results of the conference committee meetings will be made only upon the request of the unit member.
  - 20.8.1 If the conference committee is unable to resolve the issue, a report of its activities shall be submitted to the Board of Education for consideration in closed session.
- 20.9 The Board of Education may decide, upon consideration of the report of the conference committee, to either terminate the charges against the unit member or hold a closed session personnel hearing with the Board of Education acting as a committee of the whole. The unit member and/or representative has a right to be at this hearing.
- 20.10 Any public announcement of the results of the closed session hearing will be made only upon the request of the unit member.

## **21. Effects of Layoffs**

### **21.1 Procedures for Layoff**

- 21.1.1 **Civil Service Employees** — The layoff of Civil Service unit members shall be in accordance with Civil Service rules and regulations.
- 21.1.2 **All Other Bargaining Unit Employees** — The layoff, including a reduction in assigned hours, of unit members who are not members of the Civil Service shall be in accordance with the California Education Code.
  - 21.1.2.1 Layoff or reduction in hours shall be by class group, in inverse order of seniority for the following classes (including suffixed positions), except for

suffixed positions which may be skipped based on the District's determination of program need:

Class Group	Class
I	A03, A04, A05, A06, A08, A12
II	R10, R40, R50, R60, and R70

For all other classes, layoff or reduction in hours shall be by class in inverse order of seniority.

- 21.1.2.2 This procedure may result in displacement of a unit member to a position in a different class in that unit member's class group with the same or no class suffix due to positions in that unit member's class or class suffix being eliminated. A displaced unit member shall be placed according to the placement procedure specified in Sections 12.4.7.1 through 12.4.7.5, provided that all references to "class" in those sections shall include "class group" as defined in this article.
- 21.1.2.3 With regard to unit members displaced from classes with a suffix, the following shall apply:
- 21.1.2.3.1 Unit members in a suffix position may displace to a position with the same suffix in the same or different class within a class group.
- 21.1.2.3.2 Unit members hired into a suffix position after July 1, 2002 may displace to a position with the same suffix or no suffix in the same or different class within a class group.
- 21.1.2.4 If a unit member with more than one seniority date is bumped from his/her most recent class or class group due to layoff, the unit member shall bump into a vacant position in his/her next most recent class or class group. If no vacancies in the second class or class group exist the unit member with the least seniority in that second class or class group shall be subject to layoff. Bumping due to layoff occurs without regard to the number of hours a unit member works.
- 21.1.2.5 For the purposes of this article, notwithstanding any other provision of this Agreement, seniority is determined by hire date as a probationary employee within a class or class group, plus higher classes.
- 21.1.2.6 No unit member shall be subject to layoff or reduction in hours for performance or disciplinary reasons.
- 21.1.2.7 Reemployment following a layoff shall be pursuant to Education Code §45114.
- 21.2 **Meetings with the Union** — Prior to notifying unit members the District shall supply the Union with a list of unit members being laid-off, including information on program, fund, site, salary, hours, date of hire, and location. If requested by the Union, the District will consult with the Union regarding possible alternatives to layoffs.

- 21.3 **Early Education Department Substitute Pool** — To minimize the adverse impact of budget reductions and to provide an available source of substitute employees in lieu of layoffs, the District shall continue the substitute pool. A substitute pool of up to seventeen (17) shall be established as a separate employment component of the District, administered by the central office. Recruitment will be on a voluntary basis, with affirmative action and seniority used if there are more candidates than sub pool vacancies. An existing employee placed in the pool shall continue to work the same number of hours he/she did prior to pool placement; all other benefits held prior to pool placement shall continue. Unit members displaced into the pool because of layoffs shall remain in said pool until a vacant Early Education position having the same number of assigned hours becomes available. Upon said availability, the pool employee shall be required to accept said vacant position, or face termination.
- 21.4 The District shall make every reasonable effort to recruit and provide substitutes for absent teachers and paraprofessionals assigned to special day classes, paraprofessionals assigned one-to-one service providers, and to general education classes with students who are receiving special education services in the general education setting. Upon request to the District Human Resources Department, efforts will be made to obtain substitutes for long-term absences of paraprofessionals in other special education classes. Long-term absences shall be those projected to be in excess of seven (7) work days.
- 21.5 **Reduction in Assigned Time** — Once an employee has been issued an annual assignment notice by the Classified Personnel Office, his/her assigned hours as contained in said notice shall not be reduced for the remainder of that school year.
- 21.6 **Waiver** — In consideration of the provisions contained herein, the District and the Union shall not be required to bargain further about the effects of layoff, nor the annual decision to reduce assigned time and the effects related thereto.
- 21.7 **Contract Language Review Committee** — The parties shall form a committee composed of two (2) District and two (2) Union representatives to identify obsolete language in the certificated and classified contracts for removal. Any removal of language from the contracts shall be by mutual agreement between the parties. Union representatives on the committee shall be granted release time, if required, without loss of compensation to attend committee meetings.

## **22. Summer/Saturday School, *et al.***

- 22.1 Any unit member positions available for Summer School/Saturday School, *et al.*, shall be posted in or around the District's Classified Personnel Office and included in the Weekly Administrative Directive (W.A.D.). Available information regarding hours, job classification, and site, as well as application deadline date, shall be included in the notice.
- 22.2 A more senior unit member who is in service shall be given priority preference in hiring for a United Support Personnel position if he/she meets the posted classification requirements of such a job and providing that the additional assignment will not create a regular work week in excess of forty (40) hours.
- 22.2.1 EED Pre-K unit members shall be given priority based on seniority for summer program work.

- 22.2.1.1 Any EED Pre-K unit member who applies for summer work and is not selected shall have priority status for summer EED substitute work.
- 22.3 The Union and the District mutually agree to discuss any proposed changes in existing practices regarding timelines for notification, application, and selection of Pre-K paraprofessionals.

## **23. Early Education Department**

### **23.1 Home Visits**

- 23.1.1 Home visits shall only be performed under the following circumstances:
  - 23.1.1.1 Unit members shall receive a stipend of \$40 for each home visit performed outside the unit member's regularly scheduled work hours.
  - 23.1.1.2 Mileage reimbursement at the current Internal Revenue Code rate shall be paid to unit members.
  - 23.1.1.3 A unit member may request accompaniment by another authorized individual for a home visit. The central office shall make every effort fulfill this request. In the event that another authorized individual is not available, the home visit shall be rescheduled to a time when the second authorized individual is available. If the second authorized individual is a unit member, that individual shall also receive the \$40 home visit stipend.
- 23.1.2 EED staff shall be notified of state or federal requirements for home visits prior to any regulatory requirement to perform them.
- 23.1.3 The District shall assume all liability related to home visits by all unit members to the extent required by law.
- 23.2 Personnel records that are required by Community Care Licensing for licensing purposes, shall be maintained securely and locked at an EED site and only be made available for compliance review purposes. These files shall only contain records required by Community Care Licensing. They shall exclude job ratings and evaluations, and shall not constitute a waiver of any rights related to a unit member's personnel file established in the Education Code. See Side Letter in Appendix G.

## **24. General Conditions**

- 24.1 The District shall conduct in-service training for all newly hired United Support Personnel within twenty (20) days after their first week of work. If necessary funds and personnel are available and designated, additional in-service training shall be provided to all new unit members.
- 24.2 No member of the bargaining unit shall be requested to serve in the place of an absent teacher.
- 24.3 Employees shall not be released from work but shall be assigned to related duties and compensated at their regular rate of pay whenever the District shortens or cancels a regular school day and there are no students in attendance on any school day during which pupils would otherwise have been in attendance and for which certificated personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 24.4 No unit member shall be required to perform personal errands or tasks for other members of the staff.

## **25. Classification of Employees**

A District-wide committee consisting of six (6) members shall be established to periodically review positions in the bargaining unit in regard to the kind and level of service administratively assigned. The committee will recommend the establishment of and/or make recommendations regarding appropriate classifications, to recommend the reclassification of existing classifications, and to make recommendations regarding the assignment of a classification to a position within the District's bargaining unit classification structure. Further, the committee will make recommendations regarding titles, job specifications and ranges for newly created positions, as well as review any requests for added responsibilities or removal of responsibilities to existing job specifications. A representative of the Classified Personnel Office shall serve as clerical support to the committee.

**25.1 Reclassification**— A request for reclassification of a current position may be submitted by the employee to the District's Human Resources Department during the window period specified below, not more than once every eighteen (18) months. The Human Resources Department shall provide the forms to the employee upon request. An employee requesting reclassification shall be notified of the meeting at which his/her reclassification is to be reviewed. The employee may attend the meeting to make a personal presentation and released time will be granted.

### **25.2 Reclassification Schedule**

Period #1	
7/1 through 8/15	Application window period.
8/16 through 10/31	District committee reviews and submits recommendations representing a majority of the committee to the Chief of Human Resources.
11/1 through 11/20	The Chief of Human Resources review recommendations and notifies applicants of the decision.
11/21 through 11/28	Appeal period.
1/1	Implementation of decision.

Period #2	
1/1 through 2/15	Application window period.
2/16 through 4/30	District committee reviews and submits recommendations representing a majority of the committee to the Chief of Human Resources.
5/1 through 5/20	The Chief of Human Resources review recommendations and notifies applicants of the decision.
5/21 through 5/28	Appeal period.
7/1	Implementation of decision.

### **25.3 Reclassification Process**

#### **25.3.1 Reclassification Committee**

**25.3.1.1** A District-wide Reclassification Committee shall be established to act on employee requests for reclassification, as per Section 25.1, and recommend modification, approval or disapproval of all reclassification requests. Findings and recommendations of this committee shall be forwarded to the Chief Administrative Officer of Human Resources for consideration and recommendation. The Reclassification Committee shall be constituted of three

- (3) members appointed by the Chief Administrative Officer of Human Resources and three (3) members will be appointed by UESF. The terms of the committee members shall be established by lot for one to three (3) years.
- 25.3.1.2 If the Chief Administrative Officer of Human Resources disagrees with the District-wide Reclassification Committee, a response, in writing, to the committee will be submitted stating the reasons.
- 25.3.1.3 If modifications are made to a job specification, all members in that classification shall receive a revised job class specification, which will be provided by the Human Resources Department.
- 25.3.2 **Appeal Process**
- 25.3.2.1 In the event that an employee requesting reclassification disagrees with the recommendation of the District-wide Committee or the Chief Administrative Officer of Human Resources, the following procedure will be followed:
- 25.3.2.1.1 The employee will have five (5) work days following the receipt of the recommendation to appeal to the Chief Administrative Officer of Human Resources. A representative of the Union shall be in attendance at the time the Chief Administrative Officer of Human Resources meets with the employee. All written and verbal information will be available to review and discussion by a Union representative and the Chief Administrative Officer of Human Resources. Observations and information provided by the Union representative will be considered in the decision making process. The appellant may have the assistance of a Union representative. The employee may attend the meeting to make a personal presentation and released time will be granted, if necessary.
- 25.3.2.1.2 Within fifteen (15) work days of receiving the appeal, the Chief Administrative Officer of Human Resources will make a final determination and send a written response to the appellant. The decision of the Chief Administrative Office of Human Resources shall be final.
- 25.4 **District Reclassification Decisions** — The reclassification decisions of the District shall not be subject to the grievance procedure of this Agreement.

## **26. Living Contract Committee**

- 26.1 **Living Contract Committee:** The parties agree to establish a joint committee, involving both bargaining units represented by UESF, to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall system operations.
- 26.1.2 This committee shall be authorized to discuss any issue of mutual interest or concern and to reach agreement on issues in a timely manner without delaying action until the expiration and renegotiation of the collective bargaining agreement. The Living Contract Committee shall also have the power to amend this Agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the District and Union.
- 26.1.3 The Union and District shall each identify at least two (2) representatives and no more than four (4) representatives as permanent committee members. The Superintendent and/or the UESF President shall participate in meetings of this committee at their discretion.

- 26.1.4 The overall charge to the Living Contract Committee shall include but not be limited to the following:
  - 26.1.4.1 Administer and implement the contractual agreements, and resolve disputes or problems in the interpretation and application of the agreements as they arise;
  - 26.1.4.2 Meet monthly on a regularly scheduled date, at times and locations mutually agreed upon, unless the parties agree to a different arrangement. Either the Superintendent or the President may call a special meeting of the Committee to deal with a specific issue on the basis of urgent need.
- 26.1.5 The Living Contract Committee shall have the following powers and duties:
  - 26.1.5.1 Establish temporary joint subcommittees to address particular issues which shall report with recommendations in writing to the Committee by specific deadlines and establish the membership and operating procedures of such subcommittees. At its first meeting the Committee shall consider the establishment of subcommittees to review issues of concern and make recommendations regarding implementation committee's currently in operation;
  - 26.1.5.2 Educate both staff of the District and members of the Union regarding the provisions of this Agreement, their responsibilities, and best practices with respect thereto;
  - 26.1.5.3 Consider and recommend to the Superintendent and Union President transfers of individual paraprofessionals between schools if reason is shown without regard to Article 12, Transfer. This process is not meant to substitute for the rights and responsibilities of the parties set forth in Article 7, Evaluation, and/or Article 19, Discipline. The decision to approve each recommendation for transfer shall be made by consensus of the Superintendent and Union President. Transfers under this subdivision may be voluntary or involuntary, and shall not be grievable. Such transfers shall not impair the transfer rights of other unit members, or any transfer rights of the District.
- 26.2 All existing joint subcommittees and task forces and other work groups under this Agreement shall continue under the aegis of the Living Contract Committee. The Living Contract Committee shall have the power to consolidate, reconfigure the membership, modify the charge, tasks, and term of joint subcommittees.
- 26.3 Budget and Fiscal Consultation Effective July 1, 2002, the District shall meet with the Union to provide the Union with updates and information of the status of the District's budget throughout the fiscal year. The checkpoints for these information exchanges shall be tied to the First Interim Report, the Audit Report, and the Second Interim Report. The parties shall annually establish mutually agreeable dates to review this financial information.

## **27. Health Professionals**

- 27.1 The District and UESF hereby establish the following Health Professional positions:
  - R30 – Community Outreach Worker
  - R31 – ExCEL Manager
  - R32 – ExCEL Coordinator
  - R33 – Learning Support Consultant

- R34 – Site Nutrition Coordinator
  - R35 – School Climate Coordinator
  - R36 – Wellness Coordinator
  - R37 – Family Support Specialist
- 27.2 The salary schedule for these positions is listed in Appendix C.
- 27.3 The provisions of this Agreement shall apply to Health Professionals, except Articles 9 and 17. Articles 9 and 17 shall not apply because these positions are not “paraprofessionals,” rather they are professional positions based upon licensure requirements of each position.
- 27.4 The work year for these positions shall be either the 181 days (school term), 207 days, or 260 days (full-term), as directed by the District to the Health Professional in writing, with a copy to the Union, by June 1 of the proceeding school year, or within twenty days after the creation of the position.
- 27.5 For purposes of retirement health benefits and placement on the salary scale, the District shall recognize years of service as a Health Worker IV in the District.

#### **27.6 Hours of Work**

The length of the regular workday shall not exceed eight (8) hours of service. Central and site administrators are responsible for establishing procedures and constructing schedules for Health Professionals in a manner which shall reflect the need for preparation appropriate to the tasks of each position.

Meal and Rest Periods: All Health Professionals shall be granted two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute lunch period each workday. Authorized rest periods are counted as hours worked for which there is no deduction from wages.

If a Health Professional is directed to work more days than the work year described in Article 27.4, he/she shall be granted either per diem pay or compensatory time off for said additional service.

Health Professionals shall be eligible to participate in in-service activities or other conferences offered. If the Health Professional is approved to attend, he/she shall be paid according to his/her regularly rate of pay for such attendance.

### **28. Savings Clause**

Should any part hereof or provisions herein be rendered or declared invalid by any reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or the Public Employee Relations Board, or other entity having legal jurisdiction, such invalidation of such part or portion of this contract shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

### **29. Support of Agreement**

The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that the District and the Union will support this Agreement.

## **30. Duration**

This contract shall be effective from July 1, 2017, through June 30, 2020. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the agreement.

## **31. Reopeners**

There shall be no reopeners during the term of this contract except as provided herein.

## Appendix

### Appendix A — Employment Classes

#### Description of United Support Personnel Bargaining Unit

##### A.1. Series A — Instructional Aide

Class	Service Criteria
<b>A01</b>	Title 1 Pre-Kindergarten (Schedule 935)
<b>A03</b>	Elementary Basic Skills (Schedule 935)
<b>A04</b>	Secondary Basic Skills (Schedule 935)
<b>A05</b>	Mathematics/Secondary (Schedule 935)
<b>A06</b>	Science (Schedule 935)
<b>A07</b>	Sensory Motor (Schedule 935)
<b>A08</b>	Mathematics/Computer (Schedule 935)
<b>A09</b>	Computer (Schedule 935)
<b>A11</b>	Naturalist (Schedule 935)
<b>A12</b>	Evening School (Schedule 935)

##### A.3. Series C — Early Education Instructional Aide

Class	Service Criteria
<b>C10</b>	Early Education Department (Schedule 934)

##### A.4. Series N — Special Education Instructional Aide

###### (Non-Severe Impairments)

Class	Service Criteria
<b>N10</b>	All Non-Severe Impairments (Schedule 935)

##### A.5. Series P — Support Services

Class	Service Criteria
<b>P10</b>	General Support (Schedule 935)
<b>P20</b>	Computer (Schedule 935)
<b>P60</b>	Special Education (Schedule 935)
<b>P80</b>	Paraprofessional/Paraeducator on Special Assignment (Schedule 984)

##### A.6. Series R — Community Relations Specialist

Class	Service Criteria
<b>R10</b>	Attendance (Schedule 937)
<b>R11</b>	Child Welfare and Attendance Liaison (Schedule 987)
<b>R20</b>	Parent Liaison (Schedule 937)
<b>R30</b>	Community Outreach Worker (Schedule 980)
<b>R31</b>	ExCEL Manager (Schedule 981)

<b>R32</b>	ExCEL Coordinator (Schedule 982)
<b>R33</b>	Learning Support Consultant (Schedule 983)
<b>R34</b>	Site Nutrition Coordinator (Schedule 984)
<b>R35</b>	School Climate Coordinator (Schedule 985)
<b>R36</b>	Wellness Coordinator (Schedule 986)
<b>R37</b>	Family Support Specialist (Schedule 989)
<b>R40</b>	Elementary Advisor (Schedule 937)
<b>R50</b>	Student Advisor (Schedule 937)
<b>R60</b>	Peer Resources (Schedule 937)
<b>R70</b>	Multiple Services (Schedule 937)
<b>R80</b>	Computer (Schedule 937)
<b>R90</b>	Computer/Sensory Motor (Schedule 937)

**A.7. Series S — Special Education Instructional Aide  
(Severe Impairments)**

<b>Class</b>	<b>Service Criteria</b>
<b>S10</b>	All Impairments (Schedule 911)
<b>S10A</b>	Assistive Technology and Augmentative Communication (Schedule 915)
<b>S10B</b>	Non Public School Bus Para-Educator (Schedule 915)
<b>S10E</b>	Specialized Physical Health Care Procedures – Diastat (Voluntary) (Schedule 915)
<b>S10F</b>	Specialized Physical Health Care Procedures (Schedule 915)
<b>S10I</b>	504 Itinerant Paraprofessional (Schedule 915)
<b>S10Q</b>	SOAR Paraprofessional (Schedule 915)
<b>S20D</b>	Paraprofessional for Deaf/Hard of Hearing (Schedule 913)
<b>S20V</b>	Paraprofessional for Visually Impairment (Schedule 913)
<b>S10W</b>	Special Education Instructional Aide – Transition (18-22 yrs old) – All Impairments (Schedule 913)
<b>S22</b>	Licensed Vocational Nurse (LVN) (Non-Instructional) (Schedule 915)
<b>S30</b>	Computer (Schedule 911)

**A.8. Series T — Security Aide**

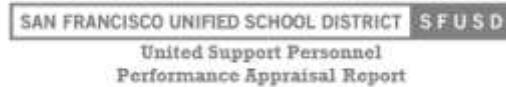
<b>Class</b>	<b>Service Criteria</b>
<b>T10</b>	School Patrol (Schedule 935)

#### A.9. Class Suffixes (Bilingual and other)

<b>Class</b>	<b>Service Criteria</b>
<b>-C</b>	Cantonese
<b>-D</b>	Cambodian
<b>-J</b>	Japanese
<b>-K</b>	Korean
<b>-L</b>	Laotian
<b>-M</b>	Mandarin
<b>-P</b>	Filipino
<b>-R</b>	Russian
<b>-S</b>	Spanish
<b>-T</b>	Samoan
<b>-V</b>	Vietnamese
<b>-X</b>	More than one (1) language required
<b>-Z</b>	Driving/proof of insurability required

## **Appendix B — Evaluation Information**

### **Evaluation Form**



#### Paraprofessional Evaluation Form

Name: ID#: Period of Report:

Employee Status: Record #:

Classification: School or Dept.:

#### **Duties and Responsibilities/Performance Criteria:**

#### **DEFINITION OF RATINGS**

Use the following definitions to identify the employee's level of performance when rating factors

EXCEEDS EXPECTATIONS	(E)	Performs assigned duties in a manner indicating exceptional understanding of essential functions. Results achieved are often better than expected of performance rated "Meets Expectations".
MEETS EXPECTATIONS	(M)	Performs assigned duties at an acceptable level through demonstrated application of skills.
NEEDS IMPROVEMENTS	(N)	Performance in one or more areas does not meet the requirement for a "Meet Expectations" rating. Improvement is required if acceptable results are to be achieved.
UNSATISFACTORY	(U)	Even under close directions, performance does not demonstrate the ability and/or willingness to produce required results.

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT SFUSD**  
 United Support Personnel  
 Performance Appraisal Report

**Ratings for Performance Factors**

**E – Exceeds Expectations      M – Meets Expectations      N – Needs Improvements      U – Unsatisfactory**

<b>Performance</b>	<b>Comments</b>
1. <b>Quality of work</b> – Consider the extent to which the work is accurate, neat, well-organized and thorough.	<input type="checkbox"/>
2. <b>Work habits</b> – Consider the employee's effectiveness in organizing use of time.	<input type="checkbox"/>
3. <b>Work relations</b> – Consider the ability to work with and through others. Ability to work effectively as part of a group.	<input type="checkbox"/>
4. <b>Meeting with commitments</b> – Extent to which the employee completes work assignments and follows established procedures.	<input type="checkbox"/>
5. <b>Demonstration of initiative</b> – Extent to which the employee shows ingenuity in initiating job duties. Readiness to take action.	<input type="checkbox"/>
6. <b>Dependability and reliability</b> – Can be relied upon to carry out responsibilities of the position with minimal supervision.	<input type="checkbox"/>
7. <b>Punctuality</b> – Consider the employee's attendance and tardiness.	<input type="checkbox"/>
8. <b>Safety</b> – Complies with District safety policies and practices.	<input type="checkbox"/>
9. <b>Communication Skills</b> – Ability to get verbal or written messages across in a clear, organized and appropriate manner. Ability to understand.	<input type="checkbox"/>
<b>10. Overall Performance:</b>	
O – Outstanding    S - Satisfactory    U- Unsatisfactory H-Highly Satisfactory    N- Needs Improvement	

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT SFUSD**

**United Support Personnel  
Performance Appraisal Report**

**EMPLOYEE STRENGTHS/CHALLENGES:**

1. Employee Strengths – Discuss area in which the employee demonstrates significant strengths or abilities.

2. Improvement Needs – Based on overall performance, discuss areas in which the employee demonstrates need for improvement.

**WORK PLAN FOR IMPROVEMENT:**

Development Plan/Approach

Results Timeline

**EVALUATOR'S COMMENTS:**

---

Evaluator Signature

Date

---

Site Administrator Signature

Date

**EMPLOYEE'S COMMENTS:**

---

Employee Signature

Date

## **Instructions For The Evaluator/Observer**

### **Techniques of Appraisal**

The observation and provision of oral and written feedback to the supervising administrator of a unit member's work performance is one of the primary responsibilities of any person who supervises or directs United Support Personnel. The final evaluation shall be signed by the supervising administrator. The effective communication of this evaluation to the unit member is essential. When used thoughtfully and carefully, this form is intended to aid the unit member and evaluator in arriving at an understanding of the unit member's performance in a given position. This evaluation will become part of the unit member's personnel file.

1. Purpose of a performance appraisal:
  - a. To act as a tool to define work skills and to provide a measurement of the degree to which each unit member performs these skills.
  - b. To act as a report to the unit member concerning performance on his/her job.
  - c. To assure the unit member of a regular and systematic review.
  - d. To provide a record of unit member's performance and growth history.
  - e. To provide a basis for coaching and guiding the unit member.
  - f. To provide an opportunity for closer and better communication between the unit member and her/his supervisor.
2. How to Appraise:
  - a. Define the standard — rate each person against the requirements of his/her position.
  - b. Be objective — avoid reference to personal likes and dislikes.
  - c. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to similar factors.
  - d. Base appraisals on observed and proven performance — avoid impressions based on hearsay.
  - e. Base appraisals on average daily performance — avoid rating occasional incidents which highlight a particularly good or bad performance.
  - f. Written narrative explanation must accompany any areas designated as unsatisfactory, with specific recommendations for means of improvement.
3. After making the report, the evaluator shall:
  - a. Discuss the report with the unit member.
    - (1) Give the unit member an opportunity to make suggestions for the improvement of her/his work.
    - (2) Explain areas where work performance may be improved.
    - (3) Explain the comments on the performance reports.
  - b. Sign the evaluation report and obtain the signature of the unit member (The signature of a unit member on the evaluation reflects only that he/she has received the evaluation.).
  - c. Retain a copy of the evaluation, give the unit member a copy, and send a copy to the Human Resources Office.

## **Appendix C — Salary Schedules**

### **C.1.a United Support Personnel Salary Schedule**

The following group of classifications are paid as follows (schedule 911):

S10\_Special Education Instructional Aide – Severe Impairments – All Impairments

S30\_Special Education Instructional Aide – Severe Impairments – Computer

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	20.5024	21.4709	22.5087	23.5927	24.7229	25.4646

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	21.3225	22.3297	23.4090	24.5364	25.7118	26.4832

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment A
Hourly Rate	22.1754	23.2229	24.3454	25.5179	26.7403	27.5425

The following group of classifications are paid as follows (schedule 913):

S10W\_ Paraprofessional: Community Access/Transition (CAT)

S20D\_ Paraprofessional for Deaf/Hard of Hearing

S20V\_ Paraprofessional for Visually Impairment

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	21.0936	22.0622	23.0999	24.1838	25.3141	26.0736

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	21.9373	22.9447	24.0239	25.1512	26.3267	27.1165

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	22.8148	23.8625	24.9849	26.1572	27.3798	28.2012

The following group of classifications are paid as follows (schedule 915):

- S10A – Assistive Technology and Augmentative Communication
- S10B – Non-Public School Bus Para-Educator
- S10E\_ Specialized Physical Health Care Procedures – Diastat
- S10F\_ Specialized Physical Health Care Procedures
- S10I\_ 504 Itinerant Paraprofessional
- S10Q\_ SOAR Paraprofessional
- S22\_ Licensed Vocational Nurse (LVN) (non-instructional)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	21.6847	22.6533	23.6911	24.7749	25.9053	26.6827

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	22.5521	23.5594	24.6387	25.7659	26.9415	27.7500

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	23.4542	24.5018	25.6242	26.7965	28.0192	28.8600

The following classification are paid as follows (schedule 934):

C10\_Instructional Aide: Early Education Department

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 - Career Increment
Hourly Rate	16.3065	17.1135	17.9207	18.7742	19.6968	20.6817	21.5108

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 - Career Increment
Hourly Rate	16.9588	17.7980	18.6375	19.5252	20.4847	21.5090	22.3712

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 - Career Increment
Hourly Rate	17.6372	18.5099	19.3830	20.3062	21.3041	22.3694	23.2660

The following group of classifications are paid as follows (schedule 935):

A01\_Instructional Aide: Pre-K Program  
A03\_Instructional Aide: Elementary Basic Skills  
A04\_Instructional Aide: Secondary Basic Skills  
A05\_Instructional Aide Math/Secondary  
A06\_Instructional Aide: Science  
A07\_Instructional Aide: Sensory Motor  
A08\_Instructional Aide: Mathematics/Science  
A09\_Instructional Aide: Computer  
A10\_Instructional Aide: Computer/Sensory Motor Skills  
A11\_Instructional Aide: Naturalist  
A12\_Instructional Aide: Evening School  
N10\_Special Education Instructional Aide: Non-Severe All Impairments  
P10\_Supplemental Services: General Support  
P20\_Supplemental Services: Computer  
P60\_Supplemental Services: Special Education  
T10\_Security – Campus

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	20.1580	21.1266	22.1643	23.2483	24.3785	25.1096

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	20.9643	21.9717	23.0509	24.1782	25.3536	26.1140

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	21.8029	22.8506	23.9729	25.1453	26.3677	27.1586

The following group of classifications are paid as follows (schedule 937):

- R10\_Community Relations Specialist: Attendance
- R20\_Parent Liaison
- R40\_Community Relations Specialist: Elementary Advisor
- R50\_Community Relations Specialist: Student Advisor
- R60\_Community Relations Specialist: Peer Resources
- R70\_Community Relations Specialist: Multiple Services
- R80\_Community Relations Specialist: Computer
- R90\_Community Relations Specialist: Computer/Sensory Motor

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	24.2625	25.8314	27.0772	28.4148	29.7757	30.6689

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	25.2330	26.8647	28.1603	29.5514	30.9667	31.8957

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Based	26.2423	27.9393	29.2867	30.7335	32.2054	33.1715

R11 - Child Welfare and Attendance Liaison (schedule 987)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	26.2330	27.5236	28.8716	30.2971	31.7803	32.7335

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	27.2823	28.6245	30.0265	31.5090	33.0515	34.0428

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	28.3736	29.7695	31.2276	32.7694	34.3736	35.4045

R30\_Community Health Outreach Worker (Schedule 980)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	25.8313	27.0771	28.4148	29.7757	31.2642	32.2022

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	26.8646	28.1602	29.5514	30.9667	32.5148	33.4903

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	27.9392	29.2866	30.7335	32.2054	33.8154	34.8299

R31\_ExCEL Manager (schedule 981)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	35.0676	36.8222	38.6633	40.6002	42.5042	43.7793

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	36.4703	38.2951	40.2098	42.2242	44.2044	45.5305

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	37.9291	39.8269	41.8182	43.9132	45.9726	47.3517

R32\_ExCEL Coordinator (schedule 982)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	28.4148	29.8578	31.2642	32.8276	34.4690	35.5031

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	29.5514	31.0521	32.5148	34.1407	35.8478	36.9232

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	30.7335	32.2942	33.8154	35.5063	37.2817	38.4001

R33\_Learning Support Consultant (Schedule 983

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	38.6633	40.5963	42.6262	44.7573	46.9955	48.4055

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	40.2098	42.2202	44.3312	46.5476	48.8753	50.3417

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	41.8182	43.909	46.1044	48.4095	50.8303	52.3554

The following group of classifications are paid as follows (schedule 984):

R34\_Site Nutrition Coordinator  
P80\_Paraprofessional/Paraeducator on Special Assignment

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	30.7626	32.2924	33.9068	35.5589	37.3368	38.4569

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	31.9931	33.5841	35.2631	36.9813	38.8303	39.9952

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	33.5728	34.9275	36.6736	38.4606	40.3835	41.5950

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	30.7626	32.2924	33.9068	35.5589	37.3368	38.4569

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	31.9931	33.5841	35.2631	36.9813	38.8303	39.9952

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	33.5728	34.9275	36.6736	38.4606	40.3835	41.5950

R36\_Wellness Coordinator (schedule 986)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	35.3092	37.0747	38.9285	40.8748	42.9187	44.2062

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	36.7216	38.5577	40.4856	42.5098	44.6354	45.9744

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	38.1905	40.1000	42.1050	44.2102	46.4208	47.8134

R37\_ EED Family Support Specialist (schedule 989)

**3% Effective July 1, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	38.6633	40.5963	42.6262	44.7573	46.9955	48.4055

**4% Effective July 1, 2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	40.2098	42.2202	44.3312	46.5476	48.8753	50.3417

**4% Effective July 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 - Career Increment
Hourly Rate	41.8182	43.9090	46.1044	48.4095	50.8303	52.3554

## **C.2. United Support Personnel Substitute rate**

The following group of Temporary, As needed classifications are paid on schedule 938:

3594S – Instructional Aide II: Temporary Special Education As Needed

### **3% Effective July 1, 2017**

	Step 1	Step 2
Hourly Rate	15.7774	17.3277

### **4% Effective July 1, 2018**

	Step 1	Step 2
Hourly Rate	16.4085	18.0208

### **4% Effective July 1, 2019**

	Step 1	Step 2
Hourly Rate	17.0648	18.7416

The following group of Temporary, As needed classifications are paid on schedule 460:

3594 – Instructional Aide II: Temporary, As Needed

### **3% Effective July 1, 2017**

	Step 1	Step 2
Hourly Rate	15.5190	17.0693

### **4% Effective July 1, 2018**

	Step 1	Step 2
Hourly Rate	16.1398	17.7521

### **4% Effective July 1, 2019**

	Step 1	Step 2
Hourly Rate	16.7854	18.4622

The following group of Temporary, As needed classifications are paid on schedule 461:

3595 – Security Aides: Temporary As Needed

**3% Effective July 1, 2017**

	Step 1	Step 2
Hourly Rate	16.5534	17.7358

**4% Effective July 1, 2018**

	Step 1	Step 2
Hourly Rate	17.2155	18.4452

**4% Effective July 1, 2019**

	Step 1	Step 2
Hourly Rate	17.2155	18.4452

**C.3. United Support Personnel Substitute Other Rate:**

Paraprofessional Substitute Corps – Schedule 911 plus \$1 differential per hour (Schedule 192)

## Appendix D — Union Building Committee

Article 23 language from the 2001-2004 Teachers' Contract

### **23. Union Building Committee**

- 23.1 At the site the duly elected Union Building Committee (UBC), designed to represent both UESF bargaining units, is responsible for implementing and enforcing provisions of this Agreement. The duly elected Union Building Representative shall serve as the chair of this committee.
- 23.2 The Union Building Representative at each site represents UESF at that site, represents the site district-wide and serves as liaison between the faculty and the site administration.
- 23.3 Roles and Responsibilities of the Union Building Committee (UBC)
- 23.3.1 The site administrator shall meet at least once a month with up to seven (7) members of the Union Building Committee on matters of contract administration. This committee shall also coordinate site elections to identify representatives for various other functions within the contract. The UBC shall have a place on the agenda at each faculty meeting, and shall have the opportunity to make a brief statement/report on matters of Union concern or business.
- 23.3.2 The UBC functions to maintain clear lines of communication between administration and faculty.
- 23.3.3 Teacher and United Support Personnel representatives of the School Site Council shall be elected by teachers and United Support Personnel, respectively at the school site in an election designed and conducted by the Union Building Committee (UBC).
- 23.3.4 UBC members shall be permitted use for Union business of school reproduction and audio-visual equipment (excluding materials and supplies) at times which do not interfere with or disrupt normal school functions.
- 23.3.5 The UBC may schedule meetings before or after the instructional day or at such times that are not in conflict with normal school functions.
- 23.3.6 The UBC at each site shall have timely access to all pertinent, non-confidential information available to site administration regarding staffing, assignment, programming, facilities management and planning, staff development, and budgeting, and including timelines and deadlines as set by district administration.
- 23.3.7 The UBC shall meet with site administration to share information and ideas with the goal of achieving consensus agreement on matters of mutual concern regarding the operation of the site including staffing, assignment, programming, facilities management and planning, staff development, and budgeting, and including timelines and deadlines as set by district administration, and all other matters pertaining to school policy and operations.

- 23.3.8 The UBC serves as a liaison to the Restructuring Council (Article 21).
- 23.3.8.1 The UBC shall conduct the election for teacher and paraprofessional positions on the School Site Council or other similar governing body.
- 23.3.8.2 The Union Building Representative shall be a member, either elected or *ex-officio*, any shared decision-making body. The Union Building Committee at a school site is encouraged to work in conjunction with the shared decision-making body as a unified representative body.
- 23.3.8.3 In the case of any school identified as a low-performing school by the process described in Article 21, the UBC shall work with the Accountability Support Team to schedule meetings regarding disseminating information and planning, coordinate site activities with the School Site Council, and to conduct any elections by the instructional staff that may be required to approve the proposed site plan.
- 23.3.9 In order to promote cooperation and a collegial relationship at the school site, the UBC and the administration are encouraged to work collaboratively.

## **Appendix E — Article 23: Compliance – Side Letter**

Within thirty days of the ratification of the Tentative Agreement, the District will provide the Union with a list of documents to be maintained under lock and key at the employee's work site pursuant to the requirements of Community Care Licensing.

No document shall be kept in a site file that is not contained in the employee's official personnel file maintained at the District's Human Resources office.

A protocol shall be recommended to the parties by the Child Development Program Task Force to insure confidentiality and privacy with respect to access to the site file. That protocol will be reviewed by the parties and entered into as a Side Letter Agreement. Points to be considered in the protocol include, but not necessarily limited to:

- who shall have access to these files
- where and how the files shall be secured
- who shall maintain the files
- what procedures shall be used to log access to these files
- how changes in the required documents to be maintained in the “on-site file” will be communicated to the Union

No “Community Care Licensing Files” shall be established until a protocol is mutually agreed upon.

Signed  
Tom Ruiz – 8/24/2007

Signed  
Dennis Kelly – 24 August 2007

Signed  
Betty Robinson-Harris – 24 August 2007

**Appendix F – Tentative Agreement for SFUSD-UESF Memorandum of Understanding on Distribution of Potential Parcel Tax Revenues**

**TENTATIVE AGREEMENT FOR  
SFUSD-UESF  
MEMORANDUM OF UNDERSTANDING**

**Regarding the Distribution of Potential Parcel Tax Revenues  
for Teacher Compensation and Other Selected Areas.**

The San Francisco Unified School District (the “District”) and the United Educators of San Francisco (“UESF” or “Union”) agree that in the event a parcel tax measure is passed on the June 3, 2008 ballot the following provisions shall be implemented through appropriate action by the Board of Education.

**Additional Teacher Compensation:**

The salary schedules shall be adjusted in accordance with Attachment A to take effect on a date subsequent to July 1, 2008 and as soon as administratively feasible following receipt of the parcel tax revenues from the City Controller. In no event shall the parcel tax adjusted salary schedules set forth in Attachment A take effect later than ninety (90) days after the District’s receipt of funds from the parcel tax. Effective August 1, 2008, teachers receiving additional salary credit placement for academic units shall have those units reviewed by the Human Resources Department, or District designee, for the purpose of seeing that they advance the subject area or credential of the individual. In cases of dispute the Chief of Human Resources or designee shall make the final determination. Future negotiated salary percentage increases from reopener or full contract bargaining shall be calculated based on the schedules in effect on July 1, 2008, which shall be referred to in the collective bargaining agreement as the base salary schedules.

**Continuing Education:**

An additional 18 hours of continuing education supported by parcel tax revenues shall be added for each K-12 certificated bargaining unit member. These continuing education hours shall be compensated at the rate of \$40 per hour.

An additional 6 hours of continuing education supported by parcel tax revenues shall be added for each CDP teacher at a rate \$30 per hour.

Additional site-based or centralized continuing education supported by parcel tax revenues shall be compensated at the same above rate which shall also be listed in the salary schedule of the certificated contract.

The District and the Union shall consult in establishing the content and schedule for the Continuing Education process that is supported by parcel tax revenues with the goal of having continuing education decisions made at the school site and embedded into the site programs.

#### **Paraprofessional Continuing Education:**

An additional 12 hours of continuing education supported by parcel tax revenues shall be added for each paraprofessional at a rate of \$19 per hour.

Additional site-based or centralized continuing education supported by parcel tax revenues shall be compensated at the same above rate which shall also be listed in the salary schedule of the classified contract.

The District and the Union shall consult in establishing the content and schedule for the Continuing Education process that is supported by parcel tax revenues with the goal of having continuing education decisions made at the school site and embedded into the site programs.

#### **Paraprofessional Retirement System:**

The District shall contribute an additional amount to paraprofessional retirement accounts so that the total District contribution to such accounts is equivalent to the 2007-2008 employer contribution the District would otherwise pay for Social Security.

#### **CDP Staffing Pilot Program:**

The Union and the District shall support the CDP Staffing Pilot Program to regularize the staffing and increase the compensation paid to Union members working in the CDP. Upon the mutual agreement of the District and the Union, this staffing pilot Program shall be continued with the goal of making it a standard for the entire program.

#### **Substitutes:**

A total of forty (40) substitutes shall be granted the benefits offered to 160-day substitutes. Parcel tax revenues shall be used, in addition to the amount currently stated in the collective bargaining agreement, for this purpose. Effective beginning in the 2008-2009 school year, all 160-day substitutes shall be assigned to hard-to-staff schools. On any day that no hard-to-staff school assignment is available for a 160-day substitute, that 160-day substitute may select a substitute assignment at a non-hard-to-staff school for that day. A new classification shall be created for these forty (40) bargaining unit members.

#### **Master Teachers:**

In the interest of providing a pathway for teacher leadership as well as support for selected school sites, the District and the Union agree to establish a Master Teacher program of up to fifty (50) teachers. Teachers designated as Master Teachers shall receive additional compensation in the amount of Two Thousand Five Hundred Dollars

(\$2,500.00) annually and shall be provided with 0.2 FTE release time to assist other teachers at their schools or other District-designated sites. The District shall consult with the Union in establishing the criteria and selection process for the Master Teacher Program. The District and Union shall consult on the criteria and selection process as well as the evaluation of the Program.

**Hard to Staff Schools:**

In recognition of the additional work teachers do beyond the school day, and in the interest of providing additional pay for additional work at hard-to-staff schools, the District shall compensate each full-time certificated staff member at a hard-to-staff school an additional Two Thousand Dollars (\$2,000.00) per school year (pro-rated for part-time service). This additional work shall be self-directed time spent beyond the regular work day/work week. The District will determine an appropriate method of reporting the time spent. The District, in consultation with the Union, may select up to twenty-five (25) schools to receive the hard-to-staff designation.

Provided the District allocates funds for tuition credit, teachers who serve at hard-to-staff schools while still working on their credentials may receive a tuition credit stipend of up to One Thousand Dollars (\$1,000.00) per school year for each of their first three years of service. Teachers at non-hard-to-staff school sites who are still working on their credentials may also be eligible to receive this support if sufficient funding is available.

**Hard to Fill Subject Areas:**

In the interest of providing a skilled and qualified certificated teacher in every classroom, beginning with the 2008-2009 school year the District shall offer teachers in each of the three District-identified hard-to-fill subject areas (and up to two other areas of special need or significance that may be identified by the Superintendent) a stipend. Such stipends shall be paid on the following basis: One Thousand Dollars (\$1,000.00) at the end of the 2008-2009 school year and each school year thereafter that the subject area is identified as hard-to-fill. If the hard-to-fill designation no longer applies to a particular subject area, there shall be a two-year period before such payments are stopped.

**Support for School Site Increases in Achievement:**

Beginning with the 2008-2009 school year, the twenty (20) schools that show the most improvement in their API scores, or other mutually agreed upon growth measures, shall be recognized for their efforts in increasing student achievement with a school site block grant of Thirty Thousand Dollars (\$30,000.00). Distribution of the money in the block grant shall be subject to a recommendation vote by the entire school site staff, but shall be determined by the school site council. The District and the Union shall consult on the designation of the twenty (20) schools.

### **Teacher Support and Accountability:**

- A. The District will use parcel tax revenues to increase the number of Peer Assistance and Review (PAR) coaches by no more than five. If five additional coaches are not needed, then the additional money will be redirected to certificated salaries covered by this parcel tax MOU.
- B. Recommendations to the Labor/Management Evaluation Committee that is charged with developing a new evaluation procedure for certificated personnel shall also include recommendations for changes in the PAR program. The District and the Union shall direct their appointees to the Labor/Management Evaluation Committee charged with these responsibilities to report to the Superintendent and to the President of the Union no later than One Hundred Twenty (120) working days following the passage of the parcel tax.
- C. The following changes will be made to the PAR program:
  - 1. Teachers who receive a “needs improvement” rating for two consecutive semesters shall be eligible to be referred to the PAR program, and shall be admitted by the mutual agreement of the Co-Chairs. If the PAR Panel Co-Chairs fail to agree, the individual’s participation in PAR shall be appealed by the Co-Chairs to the Superintendent for final determination.
  - 2. A teacher who has exited the PAR program and subsequently receives an unsatisfactory notice may subsequently be moved to dismissal by the district in accordance with due process as provided in the Education Code. The PAR panel findings shall also be admissible in any dismissal proceedings.
  - 3. The following essential standards are linked to the California Standards for the Teaching Profession and shall be required for teachers to demonstrate proficiency:

#### **CSTP Essential Standards**

- i. 3.2 Organize curriculum to support student understanding of subject matter based on *Content and Performance Standards and Core Curriculum*.
- ii. 1.4 Engage students in problem solving, critical thinking and other activities that make subject matter meaningful.
- iii. 2.4 Establish and maintain standards for student behavior.
- iv. 2.5 Implement classroom procedures and routines that support student learning.

- v. 5.4 Use results of assessment to guide instruction.
  - vi. 4.1 Design long-term and individual lesson plans to foster and support student learning.
  - vii. 5.5 Communicate with students and families about progress.
4. The PAR program shall be expanded to encourage additional voluntary participation based on self-reflection by teachers with Satisfactory or equivalent ratings who seek to improve their already satisfactory performance. Such self-referral shall not be subject to the PAR evaluation process.
  5. No other changes to Article 39 of the certificated contract are implied or intended.

**Savings Clause:**

If revenues exceed or fall below this expenditure model, the District and the Union shall meet to negotiate the use of that proportion of the revenue that has been assigned to the UESF certificated and classified units in this spending plan.

In the event that the parcel tax expires without being renewed by the voters, the salary schedules shall revert to those in effect on July 1, 2008, plus subsequent negotiated salary increases. All other economic incentives and other expenditures that use parcel tax revenues shall cease to exist effective June 30<sup>th</sup> of the year in which the parcel tax expires and is not renewed.

In the event that the parcel tax fails to pass by the necessary majority and go into effect, the provisions of this MOU shall be null and void.

For the District

Tom Ruiz 1/25/08  
Debra D. H. 1/25/08  
Danie Clowai 1/25/08

For the Union

Dennis Ballou 1/25/08  
Linda Black 1/25/08  
Caron Sandoval 1/25/08  
Angela 1/25/08  
Terri 1/25/08

**Appendix F – Addendum A – MOU regarding Expenditure of Prop A Unallocated Revenues (June 1, 2009)**

**AGREEMENT BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND  
UNITED EDUCATORS OF SAN FRANCISCO**

**MEMORANDUM OF UNDERSTANDING REGARDING EXPENDITURE  
OF PROPOSITION A UNALLOCATED REVENUES  
PURSUANT TO THE MOU ATTACHED AS APPENDIX M  
OF THE 2007-2010 CONTRACT BETWEEN THE PARTIES**

**June 1, 2009**

The following Memorandum of Understanding (“MOU”) is the result of negotiations between the Union and the District pursuant to the Savings Clause of Appendix M of the 2007-2010 contract between the parties.

1. Effective July 1, 2009, expenditure of unallocated ongoing funds attributable to the 2009-2010 school year shall be implemented as follows:
  - a. Professional development for paraprofessionals shall be increased from twelve (12) to eighteen (18) hours annually.
  - b. Professional development for Child Development Program teachers shall be increased from six (6) to eighteen (18) hours annually.
  - c. Paraprofessionals shall receive a \$250 flat salary allocation annually, to be paid in the last pay warrant in November.
  - d. Child Development Program teachers shall receive a \$500 flat salary allocation annually, to be paid in the last pay warrant in November.
  - e. Substitute employees shall be eligible to receive one of the following bonuses each semester:
    - i. \$200 for teaching at least sixty (60) days per semester.
    - ii. \$400 for teaching at least fifty (50) days per semester in a hard to staff school.
    - iii. Substitutes are eligible to receive only one of the foregoing bonuses each semester, that being whichever is greater. The maximum annual bonus shall be \$800 if the substitute satisfies the minimum teaching requirement in section (ii), above for both semesters. A substitute may also qualify for the bonus in section (i) for the first semester and the bonus for section (ii) in the second semester, or vice-a-versa.
    - iv. Bonuses will be paid in the pay warrant following the end of each semester.
2. Professional Development for Teachers (formerly “Staff Development Buyback Day Program”): Effective July 1, 2009, expenditure of one-time carryover funds attributable to the 2008-2009 school year school year shall be implemented as follows:
  - a. One-time carryover funds attributable to the 2008-2009 school year shall be allocated in a dollar amount equal to the twenty percent (20%) reduction in

- funding for the three professional development days effective with the 2009-2010 school year.
- b. The foregoing amount is estimated to be \$725,201 at the time of this MOU. The actual expenditure of Proposition A funds under this section shall, however, be increased or decreased appropriately according to whether there are additional cuts or increases in categorical funding that impact the revenue normally dedicated to the three professional development days.
  - c. The provisions set forth in sections 2(a) and (b) above shall apply in the same manner to the 2010-2011 school year (i.e., an additional allocation of one-time carryover funds attributable to 2008-2009 Proposition A revenue to offset the reduction in funding for the three professional development days).
  - d. Following expenditure of the funds set forth in sections 2(a), (b) and (c) above, the balance of one-time carryover funds attributable to the 2008-2009 school year Proposition A revenue will remain as a reserve to offset the future cost of the professional development days to whatever degree they are not fully funded by the state until such time as the carryover funds are fully expended, or the parties reach agreement to fully fund such days with an ongoing revenue stream, or June 30, 2013, whichever occurs first.
3. In addition to the foregoing, the parties agree that, commencing with the 2009-2010 school year, a dollar amount equal to one-half of the annual shortfall in state funding for the three professional development days, as described above, shall be allocated on an annual basis from unallocated ongoing funds attributable to the 2009-2010 and/or subsequent school years through and including June 30, 2013.
- a. The foregoing amount is estimated to be \$362,601 at the time of this MOU. The actual allocation of Proposition A funds under this section shall, however, be increased or decreased appropriately according to whether there are additional cuts or increases in categorical funding that impact the revenue normally dedicated to the three professional development days.
  - b. The allocation equal to the foregoing amount (one-half of the annual shortfall in state funding) shall be made annually inasmuch as the source of such is ongoing revenue attributable to the 2009-2010 and/or subsequent school years through and including June 30, 2013.
  - c. The reserve set forth in section 2(a) through (d) above is to be used to offset any shortfall in funding for the three professional development days that may remain after applying the allocation set forth in section 3(a) and (b) above until such time as the reserve funds set forth in section 2 are fully expended, or the parties reach agreement to fully fund such days with an ongoing revenue stream, or June 30, 2013, whichever occurs first.
4. The parties agree that the intended use of the one-time and ongoing funds set forth in sections 2 through 3 above is to maintain the three professional development days (and corresponding salary) as part of the 184 day teacher workyear, notwithstanding the elimination of the Buyback Day Program, the reduction in categorical funding that currently supports these days, and the prospective removal of limitations on the use of such categorical funding. The parties therefore agree it is in their mutual interest to negotiate prior to June 30, 2013 an agreement to establish and maintain an ongoing revenue stream to fully fund such days.

5. Notwithstanding any prior tentative agreements between the parties, negotiations over any remaining and unallocated ongoing funds attributable to the 2009-2010 school year shall commence on or about October 15, 2009.

**Appendix F – Addendum B – MOU regarding Expenditure of Prop A Unallocated Revenues (January 27, 2010)**

**TENTATIVE AGREEMENT BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND  
UNITED EDUCATORS OF SAN FRANCISCO**

**MEMORANDUM OF UNDERSTANDING REGARDING EXPENDITURE  
OF PROPOSITION A UNALLOCATED REVENUES  
PURSUANT TO THE MOU ATTACHED AS  
APPENDICES M (CERTIFICATED) AND I (CLASSIFIED)  
OF THE 2007-2010 CONTRACTS BETWEEN THE PARTIES**

**Language Reflecting Spreadsheet Tentative Agreement and  
Memorandum of Understanding Signed by the Parties on January 27, 2010**

January 27, 2010

The following Memorandum of Understanding (“MOU”) is the result of negotiations between the District and the Union pursuant to the Savings Clause of Appendices M (certificated) and I (classified) of the 2007-2010 negotiated Contracts between the parties.

This MOU contains agreed upon language to reflect and conform to the “spreadsheet” TA/MOU on Proposition A signed by the parties on January 27, 2010. That document is attached hereto and incorporated herein; therefore these two TAs/MOUs comprise the complete agreement between the parties regarding expenditure of Proposition A funds attributable to the 2010-2011 school year.

**2009-2010 One-Time Only Early Retirement Incentive**

1. For the 2009-2010 school year only, unit members in the following classifications shall be eligible for a one-time only early retirement incentive stipend in the amounts and subject to the requirements set forth below.
2. The first two hundred (200) certificated unit members serving in K-12 or CDP positions shall receive an incentive stipend of \$4300. This amount includes the incentive contained in section 24.4 of the Contract (certificated).
3. The first one hundred (100) paraprofessional unit members serving in the K-12 or CDP program shall receive an incentive stipend of \$1000.
4. In order to receive the incentive stipend, otherwise eligible unit members must notify the District’s Human Resources Department in writing no later than 5:00 p.m. March 1, 2010 of his or her plan to retire effective June 30, 2010.
5. The incentive stipend shall be paid on July 1, 2010.

Health Insurance – Dependent Medical Coverage: The following language modifies sections 12.1.1 (certificated) and 13.12.1 (classified) of the Contracts to reflect a \$10 per month increase in dependent medical coverage for the 2010-2011 school year and an additional increase of \$13.72 per month for the 2011-2012 school year (for a total \$23.72 increase over two years):

Effective July 1, 2010, the District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$210/month for employee plus one dependent; up to \$260/month for family coverage.

“Eligible” shall mean a unit member who has worked 50% or more of a full time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

Effective July 1, 2011, the District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$223.72/month for employee plus one dependent; up to \$273.72/month for family coverage.

“Eligible” shall mean a unit member who has worked 50% or more of a full time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

TENTATIVE AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
AND UNITED EDUCATORS OF SAN FRANCISCO

MEMORANDUM of UNDERSTANDING REGARDING EXPENDITURE OF PROPOSITION A UNALLOCATED REVENUES PURSUANT TO THE MOU  
ATTACHED AS APPENDIX M OF THE 2007-2010 CONTRACT BETWEEN THE PARTIES

January 27, 2010

The following Memorandum of Understanding ("MOU") is the result of negotiations between the Union and the District pursuant to the Savings Clause of Appendix M of the 2007-2010 contract between the parties.

Gross Revenue	\$	33,121,080.00
Admin Fee (Treasurer's Office)	\$	(209,000.00)
Expected Delinquent Payments	\$	(500,000.00)
<b>Actual Gross Revenue</b>	<b>\$</b>	<b>32,412,080.00</b>
Indirect Cost (3.71% SFUSD)	\$	(1,190,583.50)
Election Costs	\$	(250,000.00)
<b>Net Revenue</b>	<b>\$</b>	<b>30,971,496.50</b>
08-09 Net	\$	29,744,938.00
<b>Increase</b>	<b>\$</b>	<b>1,226,558.50</b>
Negotiable Portion (71.3%)	\$	874,536.21
PD Day	\$	(362,601.00)
<b>Remaining Negotiable Portion (i.e. ongoing funds)</b>	<b>\$</b>	<b>511,935.21</b>
<b>Whole School Incentive*</b>	<b>\$</b>	<b>600,000.00</b>
<b>FY 2009-2010 funds available*</b>	<b>\$</b>	<b>1,111,935.21</b>
<b>FY 2009-2010 Proposed Expenditures</b>	<b>\$</b>	<b>1,115,860.00</b>
<i>Early Retirement Incentive</i>	<i>Per Person</i>	<i>Total Cost</i>
First 200 K-12/EED**	\$ 4,300.00	\$ 800,000
First 100 Para (K-12 & EED)	\$ 1,000.00	\$ 100,000
Cost of \$10 per member health dependent in 2010-2011	\$	215,860
<b>Surplus (Deficit) for 2009-2010</b>		<b>(\$3,925)</b>
<b>FY 2010-2011 funds available (ongoing)</b>	<b>\$</b>	<b>511,935</b>
<b>FY 2010-2011 Proposed Expenditures</b>	<b>\$</b>	<b>511,935</b>
Cost of \$23.72 per member health dependent in 2011-2012 (cumulative with amount added in 2010-2011)	\$	511,935
<b>Surplus (Deficit) for 2010-2011</b>		<b>\$0</b>

\*Note that the \$600,000 from the Whole School Incentive is one-time and will not occur in 2010-2011.

\*\*This amount includes the \$600 contractual retirement incentive.

**Appendix F – Addendum C – Tentative Agreement for the 2010-2011 and 2011-2012 School Years**

**TENTATIVE AGREEMENT BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND  
UNITED EDUCATORS OF SAN FRANCISCO**

For the 2010-2011 and 2011-2012 School Years

The provisions of the parties' 2007-2010 Contracts Covering Certificated and Classified Personnel and any Memoranda of Understanding regarding the distribution of parcel tax revenues generated by Proposition A shall remain in full force and effect except as modified or amended as specifically set forth below in this Tentative Agreement.

- I. Amendments to Contract Language: The following tentative agreements are attached hereto and incorporated into this Tentative Agreement:
- A. Certificated Contract
1. Article 3.12 – Extended Hours
  2. Article 7.2.5.1.2 through 7.2.5.1.2.2.7 – Elementary Preparation Time
  3. Article 10.2.2.2.2 through 10.2.2.2.3 – Child Bonding
  4. Article 10.2.11.2 through 10.2.11.2.1 – Bereavement Leave
  5. Article 14.2.10 through 14.2.10.2 – School Modernization and Renovation
  6. Article 15.5.8, 15.6 through 15.6.1, 15.12 through 15.12.5 – Consolidation Rights
  7. Articles 16.7.2, 16.8.2, & 16.13.1, 16.10.2, 16.10.4, 16.10.5, 16.30.1.1-16.30.2– Evaluations
  8. Articles 5.4.1 & 7.2.9 through 7.2.9.5, & 26 through 26.1.5.4 – Living Contract Committee
  9. Article 18.11 through 18.11.1.2 – Special Education Added Authorizations
- B. Classified Contract
1. Article 11.13 through 11.13.1 – Paid Family Leave
  2. Article 13.25 through 13.25.1 – Professional Development
  3. Article 3.5.1, 5.4, 17.2 through 17.2.5, & 27.1 through 27.2 – Living Contract Committee
  4. Article 15.9 through 15.9.3 – School Modernization and Renovation
  5. Article 2.15, 7.1.3, & 7.1.6.1 through 7.1.6.4 – Evaluations
  6. Article 9.2.1 – Schedules
- II. Economic Agreements:
- In order to address the District's structural deficit for the 2010-2011 and 2011-2012 school years as well as mitigate the number of unit members who might otherwise be adversely impacted because of the need to close this deficit, the parties have agreed to the following changes, the sum of which totals approximately \$30 million in expenditure reductions or reallocations of revenue.

In addition, the parties have agreed to allocate approximately \$9,072,616 in Proposition A teacher compensation funds generated from the fall semester of the 2008-2009 school year for the purposes described in the foregoing paragraph.

The changes comprising the \$30 million figure are set forth below and represent two year suspensions or reallocation of funds under existing agreements (i.e., for the 2010-2011 and 2011-2012 school years only) except where noted otherwise. Effective with the 2012-2013 school year all Proposition A reductions and the work year calendar shall be restored to the pre-2010-2011 levels. The revenue associated with each change is set forth in the chart which is attached to this Tentative Agreement and incorporated herein. The parties agree these amounts are their best estimates as of the time of executing this Tentative Agreement and that minor variances from these figures will not constitute a violation of this Tentative Agreement.

- A. Proposition A Funds (Ongoing Revenue): Proposition A funds designated for the following purposes shall be suspended or reallocated as follows:
  - 1. Tuition Credit Reimbursement: Some funds may be expended for Special Education credentialing as noted in this Tentative Agreement (See Article 18).
  - 2. Master Teacher Program: One-half (50%) of these funds.
  - 3. School Wide Awards: One-half (50%) of these funds.
  - 4. Hard to Fill Subject Areas: One-half (50%) of these funds.
  - 5. Retention Bonuses: Reduce stipends for teachers after their 4<sup>th</sup> and 8<sup>th</sup> years by one-half (50%).
  - 6. Certificated Professional Development: Reallocate Proposition A funds currently supporting 18 hours of professional development to maintain three (3) staff development days.
  - 7. Paraprofessional Staff Development: Reallocate Proposition A funds currently supporting 9 hours of professional development.
- B. Proposition A Funds (One-Time Revenue): Proposition A funds designated for the following purposes shall be reallocated as follows:
  - 1. Retirement Incentive: Unspent funds set aside for the 2009-2010 incentive.
  - 2. Teacher Compensation: All unspent funds designated for any component of teacher compensation from the 2009-2010 school year through and including the 2011-2012 school year, including funds generated as a result of the measure's cost of living adjustment (COLA) and any increase in the number of "taxed parcels," shall be allocated toward reducing the District's deficit. However, in no event shall allocation of revenues described in this section B(2) cause the total expenditure reductions/reallocations of revenue contained in this Tentative Agreement to exceed the \$30 million figure referred to in section II above.

- C. Other Suspensions/Reallocations
1. Temporary Reduction in Unit Member Work Years: Pursuant to the Tentative Agreement on this matter attached hereto, the 2010-2011 and 2011-2012 school years, unit member work years shall each be reduced by four (4) days with a concomitant reduction in salaries.
  2. Sabbatical Leaves shall be suspended and inoperable for the 2010-2011 school year, restored to a maximum of twenty (20) for the 2011-2012 school year, and fully restored to the pre-2010-2011 level effective with the 2012-2013 school year.
    - a. Seven hundred thousand dollars (\$700,000) of the expenditure reduction (savings) generated by this action shall be allocated to restore planned reductions to centrally funded paraprofessional positions (Classifications R10, R20, R40, R50, R60, and R70) for the 2010-2011 school year.
- D. If total unrestricted general fund revenues for the 2011-2012 school year exceed the amount stated for the 2011-2012 school year in the multiyear projection for the 2010-2011 adopted budget, the parties shall meet and confer over early restoration of areas reduced by this agreement, in accordance with the following priority order:
1. Reduced work year (4 days).
  2. Future Hard to Fill Subject bonuses and 4th and 8th year retention bonuses shall be restored to their full amounts.
  3. Sabbatical Leaves.
  4. Proposition A Professional Development hours.
  5. The Support for School Site Increases for Achievement shall be restored to full funding.
  6. The Master Teacher Program shall be restored to full funding.
  7. The Proposition A tuition credit stipend for teachers at hard-to-staff schools shall be restored to full funding.

III. Medical Benefits

Under current contracts, the District assumes the increased employer costs of medical benefits according the rates established by the City Charter for health plans available through the Health Service System, City and County of San Francisco. (See Certificated and Classified Contracts, Articles 12 and 13 respectively.)

The District shall continue to assume these increased employer costs for the 2010-2011 and 2011-2012 school years according to eligibility requirements contained in the current contracts.

<b>Savings Item</b>	<b>Description</b>	<b>Description</b>
Ongoing Funds (all totals are two year totals except where noted below)		
Tuition Credit reimbursement	Temporary suspension of tuition reimbursement funds from Prop A; some funds may be expended for special education credentialing as noted in this agreement	\$ 231,540
Master Teacher Program	Temporary reduction of the Master Teacher Program by half	\$ 1,042,188
School wide awards	Temporary reduction of the School-wide awards by half	\$ 600,000
Hard to fill subject areas	Temporary reduction of the stipends for teachers working in hard to fill subjects by half	\$ 1,547,000
Retention Bonuses	Temporary reduction of the stipends for teachers after their 4th and 8th years of teaching by half	\$ 479,000
18 hours teacher Prop A PD	Temporary shift of 18 hours of professional development for certificated unit members to maintain 3 staff development days	\$ 5,286,384
9 hours para Prop A PD	Temporary shift of 9 hours of professional development for classified unit members	\$ 653,430
Certificated & Paraprofessional Furloughs	4 days of furloughs in the 2010-11 school year and 4 days of furloughs in the 2011-12 school year	\$ 14,000,000
Sabbatical Leaves	Suspension of sabbatical leaves for the 2010-11 school year and reduction of sabbatical leaves to no more than 20 participants in the 2011-12 school year	\$ 3,000,000
Paraprofessional staffing	\$700,000 of sabbatical leave funding will be used to restore reductions to centrally funded paraprofessional positions	\$ (700,000)
One Time Funds		
Unspent retirement incentives	Unspent Prop A funds set aside in 2009-10 for retirement incentives	\$ 411,200
Unspent Prop A	Unspent Prop A allocation for all teacher compensation areas from the 2009-2010, 2010-2011, and 2011-2012 school years to reduce district deficit -- not yet identified	Est. \$ 2,000,000
Future Prop A Growth	Prop A growth through COLA for 2010-2011 and 2011-2012 and increased parcels (up to but not exceeding a total of \$30,000,000 in accumulated savings -- not yet identified	Est. \$ 1,449,258
Subtotal		Approx. \$ 30,000,000
Semester One of Prop A (available funds)	Prop A teacher compensation funds from fall semester 2008-09	\$ 9,072,616
Total		Approx. \$ 39,072,616

**Appendix F – Addendum D – Tentative Agreement for the 2012-2013 and 2013-2014 School Years**

**TENTATIVE AGREEMENT BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND  
UNITED EDUCATORS OF SAN FRANCISCO  
ON ECONOMIC ITEMS  
For the 2012-2013 and 2013-2014 School Years**

**July 23, 2012**

The provisions of the parties' 2010-2012 Contracts Covering Certificated and Classified Personnel and any Memoranda of Understanding regarding the distribution of parcel tax revenues generated by Proposition A shall remain in full force and effect except as modified or amended as specifically set forth below in this Tentative Agreement.

**I. Economic Agreements:**

In order to address the District's structural deficit for the 2012-2013 and 2013-2014 school years as well as mitigate the number of unit members who might otherwise be adversely impacted because of the need to close this deficit, the parties have agreed to the following changes, the sum of which totals approximately \$23.7 million in expenditure reductions or reallocations of revenue for the term of this Contract.

The changes comprising the \$23.7 million figure are set forth below and represent two year suspensions, reductions or reallocation of funds under existing agreements (i.e., for the 2012-2013 and 2013-2014 school years only) except where noted otherwise. Effective with the 2014-2015 school year all Proposition A suspensions/reallocations and the work year calendar shall be restored to the pre-2010-2011 levels (i.e., prior to temporary reductions in the work year calendar beginning in the 2010-2011 school year). The revenue associated with each change is set forth in the chart which is attached to this Tentative Agreement and incorporated herein. The parties agree these amounts are their best estimates as of the time of executing this Tentative Agreement and that minor variances from these figures will not constitute a violation of this Tentative Agreement.

- A. **Proposition A Funds (Ongoing Revenue):** Proposition A funds designated for the following purposes shall be suspended or reallocated as follows:
1. Tuition Credit Reimbursement: Some funds may be expended for Special Education credentialing as noted in this Tentative Agreement (See Article 18).
  2. Master Teacher Program: One-half (50%) of these funds.
  3. School Wide Recognition: \$750,000.
  4. Hard to Fill Subject Areas: One-half (50%) of these funds.
  5. Hard to Staff Schools: One quarter (25%) of these funds.

6. Retention Bonuses: Reduce stipends for teachers after their 4th and 8th years by one-half (50%).
  7. Certificated Professional Development: Reallocate Proposition A funds currently supporting 18 hours of professional development to maintain three (3) staff development days.
  8. Paraprofessional Staff Development: Reallocate Proposition A funds currently supporting 12 hours of professional development.
- B. Proposition A Funds (Carryover and Growth Revenue): Proposition A funds designated for the following purposes shall be reallocated as follows:
1. Teacher Compensation: All unspent funds designated for any component of teacher compensation from the 2010-2011 school year (\$302,905 carryover) through and including the 2012-2013 school year, including funds generated as a result of the measure's cost of living adjustment (COLA) and any increase in the number of "taxed parcels," for 2012-2013 (projected to be \$1,675,782 Proposition A growth)) shall be allocated toward reducing the District's deficit.
  2. The parties shall meet and confer over funds designated for any component of teacher compensation from the 2013-2014 school year including funds generated as a result of the measure's cost of living adjustment (COLA) and any increase in the number of "taxed parcels," for 2013-2014.
  3. In no event shall allocation of revenues described in sections B(1) and B(2) above cause the total expenditure reductions/reallocations of revenue contained in this Tentative Agreement to exceed the \$23.7 million figure referred to in section I above.
- C. Other Suspensions/Reductions
1. Temporary Reduction in Unit Member Work Years: Pursuant to the Tentative Agreement on this matter attached hereto, the 2012-2013 and 2013-2014 school years, unit member work years shall be reduced as follows, with a concomitant reduction in salaries (each day represents an expenditure reduction of \$1.79 million):
    - a. 2012-2013: 1.5 days. If Proposition 30 (Governor's tax initiative) is not approved or enacted, there shall be one (1) additional furlough day and concomitant reduction in salaries for every \$1.79M reduction in unrestricted general fund revenue up to a maximum of five (5) additional furlough days (for a total maximum of 6.5 furlough days).
    - b. 2013-2014: 1.5 days. If both Propositions 30 (Governor's tax initiative) and 38 (Molly Munger initiative) are not approved or enacted, there shall be one (1) additional furlough day and concomitant reduction in salaries for every \$1.79M reduction in unrestricted general fund revenue up to a maximum of eight and one-half (8.5) additional furlough days (for a total maximum of 10 furlough days).

2. Sabbatical Leaves shall be suspended and inoperable for the 2012-2013 school year, restored to a maximum of twenty (20) for the 2013-2014 school year, and fully restored to the pre-2010-2011 level effective with the 2014-2015 school year.
  3. Electronic Payroll: Pursuant to the Tentative Agreement on this matter attached hereto, the conversion to electronic payroll is projected to ultimately achieve an ongoing reduction in operational expense.
  4. AP Prep/exam: Pursuant to the Tentative Agreement on this matter attached hereto, the change to exam-generated funding is projected to achieve an ongoing expenditure reduction in this area.
- D. The parties have relied on projections existing at the time of this Tentative Agreement as the basis for the foregoing suspensions, reductions and reallocations. These projections include the Multiyear Projection (“MYP”) for the 2012-2013 and 2013-2014 school years which incorporate the foregoing suspensions, reductions and reallocations. This MYP is attached hereto and incorporated into this Tentative Agreement. If either party asserts that any of the figures/assumptions in the MYP have changed materially based on the 2012-2013 Unaudited Actual Report, the parties shall meet and confer over early restoration of the foregoing suspensions, reductions and reallocations in accordance with the following priority order:
  1. Furlough days.
  2. Proposition A Professional Development hours.
  3. Proposition A growth reallocation.
  4. Future Proposition A bonuses for Hard to Fill Subject Areas, Hard to Staff Schools and 4th and 8th year Retention bonuses shall be restored to their full amounts.
  5. The Proposition A Master Teacher Program shall be restored to full funding.
  6. The Proposition A Tuition Credit Stipend for teachers at hard-to-staff schools shall be restored to full funding.

## II. Medical Benefits

Under current contracts, the District assumes the increased employer costs of medical benefits according the rates established by the City Charter for health plans available through the Health Service System, City and County of San Francisco. (See Certificated and Classified Contracts, Articles 12 and 13 respectively.)

The District shall continue to assume these increased employer costs for the 2012-2013 and 2013-2014 school years according to eligibility requirements contained in the current contracts.

<b>Savings Item</b>	<b>Description</b>	<b>Description</b>
<u>Ongoing Funds (all totals are two year totals except where noted below)</u>		
Retention bonus	Temporary reduction of the stipends for teachers after their 4th and 8th years of teaching by half	\$650,000
Prop A Teacher PD	Temporary reduction of 18 hours of PD	\$5,286,384
Prop A Para PD	Temporary reduction of 12 hours of PD	\$702,286
Master Teacher Program	Temporary reduction of Master Teacher Program by half	\$1,042,188
Tuition Reimbursement	Temporary suspension of tuition reimbursement funds from Prop A; some funds may be expended for special education credentialing as noted in this agreement	\$30,000
Hard to Staff	Temporary reduction of Hard to staff stipend by quarter	\$568,750
Hard to Fill	Temporary reduction of Hard to Fill stipend by half	\$1,547,000
School-wide awards	Temporary reduction of the School-wide awards by 62.5%	\$1,500,000
Sabbatical leave	Suspension of sabbatical leaves for the 2012-13 school year and reduction of sabbatical leaves to no more than 20 participants in the 2013-14 school year	\$3,000,000
Certificated & Paraprofessional Furlough	1.5 days of furloughs in 2012-2013 and 1.5 days of furloughs in 2013-2014	\$5,370,000
AP Prep		\$1,869,862
<u>One Time Funds</u>		
Electronic payroll		\$133,500
Future Prop A Growth	Prop. A growth through COLA for 2012-2013 and 2013-2014 and increased parcels (up to but not exceeding a total of \$23.7M in accumulated savings – not yet identified)	Est. \$1,675,782
Unspent Prop A (Carryover)	Unspent Prop A allocation for all teacher compensation areas from the 2011-2012 school year to reduce district deficit -- not yet identified	Est. \$302,905
Total		Approx. \$23,678,657

## **Multi-Year Projections**

*(If Governor's tax initiative passes in November)*

	FY 12-13	FY 13-14
Beginning Balance	\$46.191	\$15.681
Revenues	\$331.138	\$338.447
Expenditures	\$361.648	\$376.916
Revs. Less Expenses	<b>(\$30.510)</b>	<b>(\$38.469)</b>
Ending Balance	\$15.681	<b>(\$22.788)</b>
Designated Balance	\$15.451	\$15.566
Undesignated Balance	\$0.230	<b>(\$38.354)</b>

*Notes: (1) Assumes contributions from UGF to Special Education, Cafeteria Fund & Early Education Department remain unchanged from 12-13 levels. (2) SFUSD would need to identify additional revenues or expenditure reductions beyond FY 2012-13 in order to remain solvent.*

**Appendix F – Addendum E – Tentative Agreement for the 2012-2013 and 2013-2014 School Years**

1. Effective July 1, 2014, QTEA will contribute \$3,438,143 (the cost of a 1%, salary increase for the UESF bargaining unit calculated as of Fall 2014 ) to the Unrestricted General Fund to support salary increases for the 2014-2015 school year for certificated and classified unit members. From 2014-2015 onward, QTEA will make an annual contribution of \$3,438,143 to the Unrestricted General Fund for this purpose.
2. Effective July 1, 2016, QTEA will contribute an additional \$1,719,071 (the cost of a 0.5% salary increase for the UESF bargaining unit, calculated as of Fall 2014) to the Unrestricted General Fund to support salary increases for the 2016-2017 school year for certificated and classified unit members. From 2016-17 onward, QTEA will make an annual contribution of \$5,157,214 to the Unrestricted General Fund for the purpose set forth in this and the preceding paragraph.

Date: November 24, 2014

For the District:

Carmelo Sgarlato /signed/

For the Union:

Dennis Kelly /signed/

## **Appendix F – Addendum F – Apportionment of QTEA Revenues to Support Salary Increases and Paraeducator Professional Development**

1. Effective July 1, 2019, QTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for the 2019-2020 school year for certificated and classified unit members. From 2019-2020 onward, QTEA will make an annual contribution of \$4,208,743 to the Unrestricted General Fund for this purpose. This money is in addition to the \$5,157,214 from Appendix E – Addendum F – Allocation of QTEA Revenue to Support Salary Increases (July 1, 2014).
2. Effective July 1, 2018, and continuing thereafter, QTEA will contribute funding previously dedicated to providing ten (10) hours of professional development for paraprofessionals/paraeducators to the Unrestricted General Fund for the purpose of providing one (1) District Professional Development Day for all paraprofessionals/paraeducators. QTEA will continue to fund eight (8) hours of QTEA Professional Development at the rate of \$19 per hour for all paraprofessionals/paraeducators. For this additional day, no paraprofessional/paraeducator will receive less than \$190 for that day.
3. Effective July 1, 2018, and continuing thereafter, QTEA will contribute funding previously dedicated to providing six (6) hours of professional development for Early Education Department teachers to the Unrestricted General Fund to support salary increases from the 2018-2019 school year and onward for certificated and classified unit members. QTEA will continue to fund twelve (12) hours of QTEA Professional Development at the rate of \$30 per hour for all Early Education Department teachers.
4. Effective July 1, 2018, and continuing thereafter, QTEA will contribute funding previously dedicated to providing nine (9) hours of professional development for TK-12<sup>th</sup> grade teachers to the Unrestricted General Fund to support salary increases from the 2018-2019 school year and onward for certificated and classified unit members. QTEA will continue to fund nine (9) hours of QTEA Professional Development at the rate of \$40 per hour for all TK-12 teachers.
5. Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining twelve (12) hours of professional development for Early Education department teacher to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.
6. Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining nine (9) hours of professional development for TK-12<sup>th</sup> grade teachers to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.
7. Effective July 1, 2019, and continuing thereafter QTEA will contribute funding previously dedicated to the remaining eight (8) hours of professional development for paraprofessionals/paraeducators to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.
8. Effective July 1, 2018, QTEA will contribute \$150,000 in funding from QTEA Impact & Innovation Awards, formerly referred to as School Site Block Grants to the Unrestricted General Fund, to support salary increases from the 2018-2019 school year and onward for certificated and classified unit members.

9. Effective July 1, 2019 QTEA will contribute an additional \$150,000 in funding from QTEA Impact & Innovation Awards, formerly referred to as School Site Block Grants to the Unrestricted General Fund, to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.
10. Substitutes: A total of thirty (30) substitutes shall be granted the benefits offered to 160-day substitutes. QTEA tax revenues shall be used, in addition to the amount currently stated in the collective bargaining agreement, for this purpose. Effective beginning in the 2017-2018 school year, all 160-day substitutes shall be assigned to High Potential Schools. On any day that no High Potential School assignment is available for a 160-day substitute, that 160-day substitute may select a substitute assignment at a non-High Potential School for that day. A new classification shall be recreated for these thirty (30) bargaining unit members.
11. High Potential Schools – Recognition to the additional work teachers do beyond the school day, and in the interest of providing additional pay for additional work at High Potential Schools, the District shall compensate each full-time certificated staff member at a High Potential School an additional two thousand dollars (\$2,000.00) per school year (pro-rated for part-time service). This additional work shall be self-directed time spend beyond the regular work day/work week. The District will determine an appropriate method of reporting the time spent. The District, in consultation with the Union, may select up to twenty-five (25) schools to receive the High Potential School designation.

Date: 12-21-2017

For the District:

Carmelo Sgarlato /signed/

For the Union:

Lita Blanc /signed/

Susan Solomon /signed/

## **Appendix G — Special Education**

All school sites will strive to establish inclusive practices in support of students with IEPs and IFSPs in the least restrictive environment. Coordinated support efforts shall be overseen by the site administrator, the content specialist, the general and special education teacher(s), the paraprofessionals assigned to support the classroom or individual student(s) and other pertinent team members as specified in the student's IEP or IFSP. There shall be an Inclusion Support Team consisting of but not limited to the Resource Specialist, general education teacher, the paraprofessionals assigned to the teachers, and paraprofessionals assigned to additional classroom support as specified in the student's IEP and IFSP.

## **ARCHIVE**

### **Archive #1 — Restructuring**

Article 21 language from the 2001-2004 Teachers' Contract

#### **21 —Restructuring**

- 21.1 Successful implementation of the May 1, 1997, Tentative Agreement to Reduce the Need for Reconstitution requires adoption of a standards-based school accountability system. The proposed accountability system is predicated upon the following structures: 1) set of district-wide standards that define school quality; 2) a mechanism for measuring the performance of a school according to the district-wide standards; 3) identification of schools that have deficiencies in meeting the standards; 4) support to build school-wide structures to develop plans to address the identified deficiencies; and 5) monitoring of the progress of the school community. This effort will require modification of Article 21, Restructuring, consistent with the guidelines and requirement of the District and State and Federal Governments.
- 21.1.1 The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
- 21.1.2 The District and Union intend to create an accountability system that includes requirements of the accountability systems imposed or required by the Consent Decree, State of California, and the Federal Government.
- 21.2 Restructuring is not accomplished quickly or easily. Continued success is dependent on the support and participation of those involved in the process at the school site and on the District level. Resources and staff released time, including that provided by law, are necessary components of restructuring and shall be mutually determined by the Union and the District
- 21.2.1 The District and Union agree that by working together they can continue to have a powerful and positive effect on the improvement of the educational program for all San Francisco Unified School District students. Restructuring is a process for moving toward this end through shared decision-making among those directly responsible for student performance.
- 21.2.2 Shared decision-making is a process whereby teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site, can collaborate in identifying areas in need of improvement and in developing solutions that will enhance the learning opportunities for all students.
- 21.2.3 The parties recognize that the most important interactions that affect student performance are those between instructional staff and students. Instructional staff must be able to share in decisions at the school site if they are to share the responsibility and accountability for the success of the school.

- 21.3 In order to provide the maximum opportunity for success in District-wide restructuring, the Union and the District have developed the following guidelines:
- 21.3.1 Dissemination of information designed to develop an understanding of restructuring is essential.
  - 21.3.2 Restructuring will not be imposed but allowed to evolve on a voluntary basis. Since site specific plans may be developed for restructuring, no single model can be specified.
  - 21.3.3 Participation in the process will be open to all with responsibility for student outcomes, such as teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site.
  - 21.3.4 The process of consensus decision-making or other democratic decision-making process as determined by each site will be utilized at all levels of restructuring.
  - 21.3.5 Restructuring plans as provided for in this article will operate within legal mandates, economic opportunities, Board of Education policy provisions, and requirements of the Union contract, unless appropriate site specific amendments, including waivers of legal mandates, economic opportunities and Board of Education Policy, are obtained upon mutual agreement.
  - 21.3.6 Contract language on restructuring will enable the process to evolve. Other forms of agreements outside of the contract may facilitate the process of restructuring. One form may be a trust agreement between the District and the Union. Another may be a multilateral agreement whereby the District and the Union jointly enter into a contract with other interested parties.
  - 21.3.7 The UBC will serve as the initial conduit to the process of restructuring. A shared decision-making structure must be established to include teachers, united support personnel, the Union Building Representative, administrators, parents, and others, as determined by the site. The construction of this structure shall clearly describe the scope of authority as well as a delineation of roles and responsibilities of the constituent parties.
  - 21.3.8 Site governance structures. See Article 25.
- 21.4 **Restructuring Council** — The Union and District recognize that the enabling structure for shared decision-making, as originally defined in the 1989-92 teachers' contract, has evolved into the single body known as the SFUSD Restructuring Council.

The Union and the District recognize that those most directly involved in improving student performance are a necessary and integral component of all restructuring efforts and should be represented on the Restructuring Council.

- 21.4.1 The Restructuring Council shall be comprised of the following members:
  - 21.3.1.1 The Union President and the Superintendent of Schools.
  - 21.4.1.2 Nine (9) representatives of the Union, selected from teachers and united support personnel, appointed by the Union President.

- 21.4.1.3 Nine (9) representatives of the District appointed by the Superintendent of Schools.
- 21.4.1.4 Additional membership as determined by the Restructuring Council.
- 21.4.2 The responsibilities of the Restructuring Council shall be to:
  - 21.4.2.1 develop mission, goals, and operating procedures for the Restructuring Council;
  - 21.4.2.2 promote the concepts of site-based shared decision-making at all sites as an integral component of restructuring;
  - 21.4.2.3 provide guidelines to sites for restructuring, including shared decision-making and teacher professionalization;
  - 21.4.2.4 provide direction and assistance to sites participating in restructuring;
  - 21.4.2.5 approve and monitor site restructuring plans;
  - 21.4.2.6 conduct on-going evaluations of restructuring efforts;
  - 21.4.2.7 develop, implement, and monitor the plan for District-wide restructuring;
  - 21.4.2.8 develop recommendations for Board of Education consideration;
  - 21.4.2.9 other responsibilities as may be determined.
- 21.5 The parties agree that restructuring is an evolving process. By mutual agreement, changes in the provisions contained in this article may be effected.

## **Archive #2 — Early Education Department**

1. The District and Union share the goal of building a program that offers a full range of educational experiences to the children in the Early Education Department. The current structure of the program makes it difficult to provide the best services for children and the best professional responsibilities for teachers and paraprofessionals. The District and Union shall work to develop possible modifications to the structure of the Early Education within the historic fiscal limitations of the Early Education Department's funding mechanisms.
  - 1.1. The parties shall also work together to change the funding mechanisms to provide additional revenue.

### **Archive #3 UESF & SFUSD Side Letter of Agreement - United Support Personnel Retirement Pension**

The United Educators of San Francisco and the San Francisco Unified School District agree to form a committee to investigate retirement pension options for members of the United Support Personnel bargaining unit. The committee shall be composed of four (4) appointees from UESF and four (4) appointees from SFUSD. The committee shall meet for the first time no later than 60 days following the ratification of the 2004-2007 agreement.

The committee shall be charged with exploration of retirement pension programs other than the P.A.R.S. defined contribution plan, including the California Public Employees Retirement Program. The committee shall compare the pension benefits for the retired employee and the costs to both the employee and the district. The committee may invite consultants and other individuals to provide information.

The committee shall present a report to the Union President and the Superintendent, or designee, no later than 180 days following the ratification of the 2004-2007 agreement. United Support Personnel retirement pension shall be automatically re-opened for the next round of negotiations.

7 March 2006

3/7/06

Date

Date

Bradley Reeves – signed  
For the Union

Tom Ruiz – signed  
For the District

Dennis Kelly – signed  
For the Union

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