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Title: **San Francisco Unified School District Board of Education and United Support Personnel, United Educators of San Francisco, California Teachers Association (CTA), National Education Association (NEA), American Federation of Teachers (AFT), AFL-CIO, Local 61 (2001)**

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Contract

between

**San Francisco Unified
School District**

And

**United Educators
of San Francisco**

(415) 621-4438
www.uesf.org

Covering United Support Personnel

July 1, 2001 — June 30, 2004

Preamble

The San Francisco Board of Education (S.F.U.S.D.) and the United Educators of San Francisco (U.E.S.F.) 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 U.E.S.F. 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 U.E.S.F. 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.

April 24, 2002

Table of Contents

- 1. AGREEMENT AND UNION RECOGNITION**
- 2. DEFINITIONS**
- 3. UNION RIGHTS**
- 4. PROFESSIONAL RIGHTS**
- 5. DISTRICT AND UNION RESPONSIBILITIES**
- 6. NON DISCRIMINATION**
- 7. EVALUATION**
- 8. DISTRICT PERSONNEL FILE**
- 9. HOURS OF WORK AND WORK YEAR**
- 10. VACATIONS AND HOLIDAYS**
- 11. LEAVES**
- 12. TRANSFER**
- 13. PAY AND ALLOWANCES AND FRINGE BENEFITS**
- 14. EMPLOYEE SALARY DATA**
- 15. HEALTH AND SAFETY**
- 16. JOB POSTING**
- 17. UNITED SUPPORT PERSONNEL PROFESSIONALIZATION**
- 18. GRIEVANCE PROCEDURE**
- 19. DISCIPLINE AND DISMISSAL**
- 20. DUE PROCESS FOR HANDLING COMPLAINTS**
- 21. EFFECTS OF LAYOFFS**
- 22. SUMMER/SATURDAY SCHOOL, *ET AL.***
- 23. GENERAL CONDITIONS**
- 24. RESTRUCTURING**
- 25. CLASSIFICATION OF EMPLOYEES**
- 26. LIVING CONTRACT COMMITTEE**
- 27. SAVINGS CLAUSE**
- 28. SUPPORT OF AGREEMENT**
- 29. DURATION**
- 30. SIGNATURE CLAUSE**
- A. APPENDIX A — EMPLOYMENT CLASSES**
- B. APPENDIX B — EVALUATION INFORMATION**
- C. APPENDIX C — SALARY SCHEDULES**
- D. APPENDIX D — RESTRUCTURING**
- E. APPENDIX E — UNION BUILDING COMMITTEE**
- F. APPENDIX F — CHILD DEVELOPMENT PROGRAM**
- G. APPENDIX G — LETTER OF TRANSMITTAL**
- H. APPENDIX H — BARGAINING OUTLINE**

1. Agreement and Union Recognition

- 1.1. This is an Agreement made and entered into the 24th day of April, 2002, 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 substitute united support employees, temporary, limited term or casual employees performing bargaining unit work or noon supervision.
 - 1.2.1. Effective July 1, 2000, 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. Until said agreement is reached, the District shall maintain the working conditions in effect for substitute United Support Employees on June 30, 2000.
- 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.

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 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 for 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.

- 2.11.3. Employees hired on or before July 1, 2002, who have only served in a class suffix, shall have the opportunity to take the paraprofessional test in Fall 2002 and Spring 2003. Upon passing the test, their seniority date in the suffix class will be considered to be their date of hire in the class. However, after the first testing administration in the spring 2002, the District shall be able to establish a seniority list.
- 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 certificated person who serves as immediate supervisor or site administrator in conjunction with one (1) 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. 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. A computer printout list and data disk showing the unit member's name and the amount of dues deduction shall be sent to the Union.
 - 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, telephone numbers, hours of employment, work location, seniority, funding source, and ethnicity of bargaining unit members shall be provided to the Union on or about October 15 and updated on or about March 15 each year. Individual unit members' 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 Administrative Officer 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 the 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 Child Development program 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 E)
- 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 (U.E.S.F.);
 - b) Pay an Agency Fee to U.E.S.F. 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 U.E.S.F. 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. U.E.S.F. agrees to furnish to the District's Chief Administrative Officer or his/her designee a "Certification Form" to the District certifying the amount of U.E.S.F. 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. U.E.S.F. 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 U.E.S.F. 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.

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. The District shall reimburse a unit member for damage or theft of personal property when said damage or theft results from attack, assault or menace, 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.
- 4.6. A unit member shall be entitled to representation by the Union on matters of employee/employer relations that may adversely affect him/her.
- 4.7. Each unit member shall, upon initial employment, receive a generic class specification for his/her assignment.
- 4.8. 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.
- 4.9. Upon request a substitute may be provided for each absent unit member.
- 4.10. The District and Union shall form a joint committee, with equal representation, to examine and recommend appropriate inservice activities for unit members.
- 4.11. 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** — In reaching the economic portions of this Agreement, the parties recognize that there will need to be a reduction of future expenditures to sustain continuing costs. To the extent possible, said reductions shall begin with equipment and supplies, rather than people.
- 5.4. Modifications to the seniority sections contained in this agreement have been made attempting to align contract provisions with the technological capacity of the District. The seniority provisions as modified in the agreement of April 24, 2002, contained herein shall be in effect through June 30, 2004. The Union and District, through the Living Contract Committee, will continue to monitor this issue. The seniority issue will be a subject of bargaining for 2003-2004. At that point a re-evaluation of the District's data system including an examination of the status of employment records prior to December 31, 1998, and employment records from January 1, 1999, forward, will be undertaken to determine whether there should be a return to the concept of seniority by class and hours within class.

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 certificated person who serves as immediate supervisor in conjunction with one (1) on-site administrator shall be assigned as the evaluator of the unit member. 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 June 1st.
 - 7.1.5. A formal, written evaluation for every probationary employee shall, except for unforeseen circumstances, take place between the third and fifth month after date of hire and between the ninth and eleventh month following date of hire as a probationary employee.
 - 7.1.6. **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.
 - 7.1.6.2. The supervising certificated evaluator and 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 evaluator or the on-site administrator observes performance that is less than the required expectations, 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 evaluator or 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 evaluator with the unit member, including the on site administrator in the case of unit members at a school site. 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. If there are two or more areas of “needs improvement” or “unsatisfactory,” or any disciplinary actions have been

taken against the unit member, the on-site administrator shall be present at the conference. 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 five (5) days of receiving said evaluation.

- 7.1.6.5. The signature of a unit member on the evaluation reflects only that he/she has read 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 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.
 - 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. The District and Union shall examine the possibility of adding one (1) additional day of service for staff development buy-back activities, pursuant to current legislation, without a corresponding increase in compensation.
- 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 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. Effective December 16, 1999, 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 Child Development Program, non-Public School assignments or where they are contrary to Special Education needs.
 - 9.4.1. Effective with the 1995-96 school year 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 30th, 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 less 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 less 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.

Hours Worked	Lunch Period
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**

Years of Service	Award*
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**

Years of Service	Award*
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:

Years of Service	Equivalent number of days	Maximum accumulation
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 25th and January 1st 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. **Floating Holidays**
- 10.2.3.1. After six (6) months of employment, all Bargaining Unit personnel are entitled to take three (3) Floating Holidays, unless some or all of the Floating Holidays are mandated (designated) for calendaring purposes.
- 10.2.3.2. Non-mandated Floating Holidays are to be taken only with prior approval of the employee's supervisor. For School Term Employees, and unlike vacation scheduling, Floating Holidays are to be taken during the regularly scheduled school year.
- 10.2.3.3. 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.

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. **Sick Leave Bank** — The Union and the District agree to establish a Sick Leave Bank which incorporates the following points:
 - 11.1.7.1 Participation shall be voluntary, but permitted for all United Support Personnel covered by this agreement and included in the bargaining unit.
 - 11.1.7.2. Each unit member who decides to participate shall sign up within fifteen (15) days after the beginning of the school year and shall be a member for the entire year.
 - 11.1.7.3. Eligibility is limited to United Support Personnel having accumulated fifteen (15) or more sick leave units at the time they join.

- 11.1.7.4. The Union and the District shall establish a Governing Committee which shall oversee the operation of the Sick Leave Bank, including the initial contribution required for membership and the contributions required for future years. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee.
- 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 days contributed or the remaining fraction thereof.

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, household member, close personal friend or a non-immediate family member (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.
 - 11.1.1.3. 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 1st 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. Maternity Leave — Absences due to maternity leave are treated in the same manner as other illness or disability.

- 11.4.1. When a unit member is in active service to the District, at the onset of said illness or disability accumulated sick leave may be used during that period of illness or physical disability as established and verified by the attending physician.
- 11.4.2. Not later than two (2) months prior to the expected date of delivery, notice of the anticipated absence shall be given to the supervisor in writing; such notice to be accompanied by a written statement from the physician establishing the date of anticipated delivery and disability.
- 11.4.3. In the event the unit member does not return to work when released from disability status by the physician, she/he shall request a leave of absence without pay for the remainder of the school semester.
- 11.4.4. Sick leave shall be allowed for absence beyond that disability period authorized by the physician.
- 11.4.5. 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, are to be made to the Classified Personnel Officer as far in advance as possible, and in no event less than sixty (60) days in advance.

11.5. Child Rearing Leave

- 11.5.1. An unpaid leave of absence shall be granted to a unit member following the birth or adoption of an infant child.
- 11.5.2. A unit member giving birth to, or adopting an infant 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.
- 11.5.3. Unpaid child rearing leave shall be for not more than six (6) months including the disability time period, if applicable.

11.6. Jury Duty

- 11.6.1. 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.
- 11.6.2. Unit members, so called to Jury Duty, must notify the immediate supervisor

of the service dates upon receiving said notice from officers of the court.

- 11.6.3. The District shall grant full compensation. Fees received by the unit member, excluding travel and subsistence expenses, shall be remitted to the District.
- 11.6.4. United Support Personnel are required to return to work during the day, or portion thereof in which Jury Duty services are not required.
- 11.6.5. The District may require verification of Jury Duty time prior to, or subsequent to, providing Jury Duty compensation.

11.7. Extended Leaves for Non Industrial Accident or Illness

- 11.7.1. 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.

- 11.7.2. 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.
- 11.7.3. A unit member on an approved unpaid medical leave of absence may continue coverage under District insurance programs by making the

necessary premium payments.

11.8. Military Leave

- 11.8.1. 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.
- 11.8.2. Employees expecting to receive such orders shall attempt to request service dates that will cause a minimum disruption to District operations.
- 11.8.3. 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.

11.9. Bereavement Leave

- 11.9.1. The purpose of Bereavement Leave utilization shall be for absence due to the death of a member of the unit member's immediate family or for the death of a relative. Immediate family shall mean: mother, father, grandfather, grandmother, or grandchild of the unit member or spouse or domestic partner of the unit member, and the son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member\.
- 11.9.2. 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.
- 11.9.3. Each unit member shall be granted necessary paid leave of absence not to exceed three (3) days, or five (5) days if out of-state travel is required for each death of an immediate family member.
- 11.9.4. Upon return to active service, the unit member shall promptly complete the appropriate absence form and submit to her/his immediate supervisor.
 - 11.9.4.1. A unit member shall provide, upon District request, additional verification of the use of this leave provision.

11.10. Industrial Accident And Illness Leave

- 11.10.1. Each unit member shall be eligible for Industrial Accident or Illness Leave as provided for herein.
- 11.10.2. 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.
- 11.10.3. Allowable leave shall be for not more than sixty (60) work days in any one fiscal year for the same illness or accident.
- 11.10.4. Allowable leave shall not be accumulated from year to year.
- 11.10.5. Industrial Accident or Illness Leave shall commence on the first day of absence.

- 11.10.6. 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.
- 11.10.7. 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.
- 11.10.8. 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.
- 11.10.9. 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.
- 11.10.10. 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.
- 11.11. Leave of Absence Without Pay**
 - 11.11.1. 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.
 - 11.11.2. 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.
 - 11.11.3. 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.
 - 11.11.4. 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.
- 11.12. Notwithstanding any other provision of Sections 11.1, 11.2, 11.4, and 11.6 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.

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;
 - 12.2.5. affirmative action goals 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. 2001 – 2002 Salary Adjustments

13.1.1. The 2001-2002 salary schedule shall be increased by 4% effective July 1, 2001. This increase shall apply to all rates and schedules with the following exception:

13.1.1.1. **Summer School:** The 4% increase shall take effect beginning with the first paraprofessional workday of the summer school session in 2002.

13.2. 2002 – 2003 Salary Adjustments

13.2.1. The 2002-2003 salary schedule shall be increased by 2% effective July 1, 2002. This increase shall apply to all rates and schedules.

13.3. 2003 – 2004 Salary Adjustments

13.3.1. The District and Union agree to negotiate on wages and benefits for the 2003-2004 school year.

13.4. **Longevity Pay** — Effective July 1, 1995, all United Support Personnel with ten (10) or more years of District service shall receive an additional longevity payment of \$0.30 per hour.

13.5. Initial Salary Placement

13.5.1. 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 Administrative Officer 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.

13.6. 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.

13.7. Payment policies

13.7.1. Each unit member shall receive his/her payroll warrant according to the schedule established for other non-certificated employees of the District.

13.8. Advancement on the Salary Schedule

13.8.1. 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.

13.8.1.1. 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.
- 13.8.1.2. 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.
- 13.8.1.3. 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).
- 13.9. 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.
- 13.10. 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)
- 13.11. 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.
- 13.12. 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 1st, 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.
- 13.13. The fringe benefit program shall include:
- 13.13.1. Effective July 1, 2000, the District shall make the following monthly contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$175/month for employee plus one dependent; up to \$225/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.
- 13.13.2. **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.
- 13.13.2.1. 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.

- 13.13.3. **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.

13.13.4. **Other Provisions**

- 13.13.4.1. 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.
- 13.13.4.2. 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.
- 13.13.4.3. 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.
- 13.13.4.4. As part of the Living Contract Committee the District and the Union agree to establish a Fringe benefit Committee of three (3) representatives each for the purpose of reviewing all fringe benefits, including but not limited to dependent coverage, two-tier retiree benefits and other related items of mutual interest.

13.14. **Fringe benefits of part-time United Support Personnel**

- 13.14.1. 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 13.13.
- 13.14.2. 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.
- 13.14.3. **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:
- 13.14.3.1. 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

- 13.14.3.2. 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.
- 13.15. **Retirement** — The District shall participate and make required employer contributions to the Public Agency Retirement System (PARS) for United Support Personnel as provided for herein.
 - 13.15.1. A unit member who retires under PARS shall be credited with any unused accumulated sick leave for service credit in calculating his/her retirement benefit.
- 13.16. **Unit Members Working Less Than Four Hours** — Effective December 2, 1992, part-time, seasonal, temporary District employees represented by the Union, and who will not continue to be members of the City Retirement System, shall be severed from Social Security coverage and placed in the PARS Phase II Alternative Retirement Plan. Said Alternative Retirement Plan shall be subject to the following conditions:
 - 13.16.1. Of the 7.5% payroll contribution required, the employee shall contribute 3.75%, pursuant to Internal Revenue Code §414(h)2 (employer pickup provision), and the District shall contribute 3.75%.
 - 13.16.1.1. Individuals represented by the Union and who are currently participating in Medicare coverage shall continue said current participation.
 - 13.16.1.2. In order to avoid administrative fees and/or short term deficits in the Alternative Retirement Plan, option 1 B of the PARS memo dated June 16, 1992, shall be utilized as follows: “Delay plan distribution until the end of the plan year following the employee’s termination. This would allow adequate time for interest buildup, and is the method chosen by the Los Angeles Unified School District. An additional advantage inherent in this method is administrative simplicity, since benefits would be frozen, (earning interest) until Distribution or Rehire. In the case of Rehire, no distribution would have taken place and contributions would simply be added to the Participant’s existing account balance, since he/she had not terminated participation in the Plan. This method also precludes problems of excessive turnover.”
 - 13.16.2. The effective date of said PARS Alternative Retirement Plan shall be December 2, 1992, and shall be in lieu of Social Security for part-time, seasonal, and temporary employees.
 - 13.16.3. The District shall be relieved by PARS of any fiduciary responsibility for the Alternative Retirement Plan contemplated herein.
 - 13.16.4. If authorized by, and subject to pertinent Federal regulations and procedures, individuals represented by the Union and who are currently participating in Social Security as District employees, working less than four (4) hours per day, shall be given a onetime irrevocable option to continue said individual Social Security membership in lieu of the Alternative Retirement Plan. Said option shall be made available on or

about June 1, 1993, with an effective date of December 1, 1992, to return to Social Security. A unit member electing to continue Social Security coverage shall be entitled to only the 6.2% District contribution made on his/her behalf prior to the implementation of the PARS plan; the unit member shall also continue to pay a matching 6.2% contribution for Social Security. Said employee shall not be entitled to participate in any other retirement plan to which the District contributes.

- 13.16.5. All PARS Alternative retirement Plan provisions, (benefits, vesting, etc.) for part-time, seasonal, and temporary employees shall be as required under the minimums for defined contribution plans in §3121(b)7(F) of the Internal Revenue Code.
- 13.17. **Unit Members Working More Than Four Hours** — Unit members eligible for Public Employees Retirement System (PERS) retirement coverage, and who were severed from the Civil Service System as of July 1992, and who will not continue to be members of the City Retirement System, shall become members of the PARS Assumed Benefit Retirement Plan, subject to the following conditions:
 - 13.17.1. The effective date of said Assumed Benefit Retirement Plan shall be December 2, 1992, and shall be in lieu of Social Security and PERS retirement benefits.
 - 13.17.2. The total District contribution for said PARS plan shall be 5.75% of payroll for the affected employees, and the employee shall make a 5.75% contribution, pursuant to Internal Revenue §414(h). The total of these two (2) combined contributions shall equal 11.5% of eligible payroll.
 - 13.17.2.1. Withdrawal from the Social Security system and the cessation of contributions to said system shall be simultaneous with the effective date of the plan, as described in Section 13.16.4 above.
 - 13.17.3. The District shall be relieved by PARS of any fiduciary responsibility for the Assumed Benefit Retirement Plan contemplated herein.
 - 13.17.4. Individuals represented by the Union and who are currently participating in Medicare coverage shall continue said current participation.
 - 13.17.5. Both the District and the Union reserve the right to submit a bargaining proposal on or after 7/1/93 to replace the PARS Assumed Benefit Retirement Plan with some other retirement program.
 - 13.17.6. If authorized by, and subject to pertinent Federal regulations and procedures, individuals represented by the Union and who are currently participating in Social Security as District employees, working more than four (4) hours per day, shall be given a onetime irrevocable option to continue said individual Social Security membership in lieu of the Assumed Benefit Retirement Plan. Said option shall be made available on or about June 1, 1993, with an effective date of December 2, 1992, to return to Social Security. A unit member electing to continue Social Security coverage shall be entitled to only the 6.2% District contribution made on his/her behalf prior to the implementation of the PARS plan; the unit member shall also continue to pay a matching 6.2% contribution for Social

- Security coverage. Said employee shall not be entitled to participate in any other retirement plan to which the District contributes.
- 13.17.7. Employee contributions made by salary reduction under Internal Revenue Code §414(h)2 to the PARS Assumed Benefit Retirement Plan are immediately vested. District contributions are vested after the completion of five (5) complete plan years of participation.
- 13.17.8. Rollovers to the PARS Assumed Benefit Retirement Plan from the PARS alternative plan for part-time, seasonal, and temporary employees shall be permitted.
- 13.18. In consideration of the provisions of Sections 13.14 and 13.15 above, the Union agrees that it will not pursue any grievance claims against the District regarding the effective dates of the PARS plans (in lieu of PERS coverage) described herein.
- 13.19. **State Disability Insurance** — Workers are required to participate in the State Disability Insurance Plan in accordance with elective coverage of the California Unemployment Insurance Code.
- 13.19.1. Workers 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.
 - Workers are required to contribute to the State Disability Insurance plan as specified by law.
- 13.20. 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.
- 13.21. 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.
- 13.22. **Child Development Program**
- 13.22.1. Effective July 1, 1996, the job description for paraprofessionals assigned to the Child Development Program 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 C 10 shall be increased by \$.15 per hour.
- 13.22.2. Effective June 30, 1998, all paraprofessionals assigned to the Child

Development Program 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.

- 13.22.2.1. 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.
- 13.22.2.2. 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) 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.
- 13.22.3. On or after July 1, 1998, all newly employed unit members shall be required to have the college training described above as a condition of employment.
- 13.22.4. 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 Child Development Program and for which they are qualified. Such qualifications may include successful completion of the applicable proficiency test.
- 13.22.4.1. Current bargaining unit members who may be laid off as of July 1, 1998, because of failure to hold the required college training and who subsequently meet said educational requirement shall be recalled, in seniority order, to paraprofessional class vacancies within the Child Development program.

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. 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 1st of each school year.
 - 15.1.1.1. The site administrator shall develop or modify the plan after collaborative input from the UBC, classified employees, the site council and/or the parent-teacher organization at the site. The plan shall be submitted to the Superintendent or his/her designee for approval.
 - 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.)
 - 15.1.1.7. All unit members, in the course of performing their duties, shall be alert to unsafe practices or conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisor.

15.2. Bodily harm, reimbursement

- 15.2.1. Pursuant to Section 44014 of the Education Code unit members shall promptly report cases of attack assault or menace suffered by them in

connection with their employment to their 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 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. The District shall inform the unit member of his/her rights under the law and shall provide such information in writing.
 - 15.2.2. The District shall provide a copy of each report of attack, assault or menace to the Union.
 - 15.2.3. 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.
 - 15.2.4. When absence arises out of or from such assault or injury, the unit member shall not forfeit any sick leave.
 - 15.2.4.1. 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.
 - 15.2.5. The District shall reimburse a unit member for damage or theft of personal property when said damage or theft results from attack, assault or menace, 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. Labor/Management Health and Safety Committee (LMHSC)**
- 15.3.1. The District and UESF shall establish a labor/management safety committee 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. Other city agencies may be invited to participate when the committee deems it appropriate. Any recommendations having a contractual impact shall be referred to the Negotiating Teams of the impacted parties.
 - 15.3.2. The 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.
 - 15.3.3. The Safety-Committee may establish sub-committees to deal with special safety, environmental, and health issues.
 - 15.3.3.1. 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.

- 15.4. School sites are non-smoking environments.
- 15.5. At each school site, there shall be at least one (1) lunchroom and/or faculty room and restrooms for the school staff.
- 15.6. Harmful Chemicals -- Removal and cleanup of hazardous materials shall be handled in accordance with safe environmental conditions and by persons specially trained in such procedures when appropriate or upon the validated request of the employee.

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 bulletin boards in or around the Classified Personnel Office. In addition, the District shall attempt to make vacancy information available through a Hotline Access system.
 - 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).
 - 16.1.5. At the beginning of the school year, information regarding Civil Service employment shall be made available at each site. Employees interested in Civil Service examinations in other areas are encouraged to submit a courtesy notification card to the Civil Service Commission.
 - 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 the 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 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** — Under the auspices of the Living Contract Committee 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. Instructional Aide certification,
 - 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, if any, shall be subject to negotiations at the same time as salaries are negotiated.
- 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 paraprofessional certification, based upon different duties and training.

18. Grievance Procedure

- 18.1. The Union and District agree that everyone concerned will benefit when prompt and confidential resolution of grievances is encouraged. Therefore, the following procedure to accomplish this purpose is hereby established.
- 18.2. A grievance shall mean a claimed violation, misinterpretation, or inequitable application of the terms and conditions 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.
- 18.4. 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. A "day" shall mean a day in which the District offices are open for business.
- 18.6. All grievances submitted shall include a concise statement of the grievance, the specific acts, conduct or condition, including dates, alleged to constitute the grievance, and the remedy sought by the grievant.
- 18.7. All grievances shall be in writing and commence at Step 1 and shall be submitted to the principal or supervising administrator for discussion, except if a grievance arises from the action of an authority higher than the principal, the grievance may be filed at the appropriate step of the grievance procedure.
- 18.8. **Grievance Procedure Steps**
 - 18.8.1. **Step 1 — School Level**
 - 18.8.1.1. The grievance shall be submitted in writing on a designated form mutually developed by the Union and the District and the grievance may be discussed with the principal or supervising administrator by:
 - 18.8.1.1.1. a unit member accompanied by a representative of the Union;
 - 18.8.1.1.2. a unit member representing himself or herself;
 - 18.8.1.1.3. the Union, on behalf of members 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.
 - 18.8.1.1.4. The unavailability of this form shall not prevent or delay the processing of grievances.
 - 18.8.1.2. If the unit member is not represented by the Union, U.E.S.F. shall be given a copy of the grievance and shall have the opportunity to file a statement.
 - 18.8.1.3. Within ten (10) work days after receiving the grievance, the principal 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.

- 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) work days after receiving the decision from Step 1, 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.

- 18.8.2.2. An appeal to Step 2 shall be in writing and shall be accompanied by a copy of the decision at Step 1.

- 18.8.2.3. Within fifteen (15) work 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 Human Resources Department, the Union, and the principal involved.

- 18.8.2.4. Within five (5) work days after delivery of the decision from Step 2, the grievant(s) may appeal, in writing, for reconsideration of the decision to the Superintendent. The Superintendent or designee may provide the grievant and/or the Union additional opportunity to be heard. The Superintendent or designee shall, within ten (10) work days, uphold, reverse, or make further findings of the decision rendered at Step 2. Said appeals shall normally be limited to situations in which new information comes to light after 18.8.2.3. has been completed.

18.8.3. Step 3 — Arbitration

- 18.8.3.1. Within fifteen (15) days after receiving the decision of the Superintendent or designee, the Union has the exclusive right to appeal the decision to arbitration. Within the fifteen (15) days the Union shall notify Classified Personnel Office that it intends to request arbitration. The Union shall have five (5) days after notifying the Classified Personnel Office to request arbitration. If the Union exercises its right to arbitration, the Union shall inform the District by certified mail or by hand delivery to the person authorized by the District to receive such notices. 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. If the Union and the District agree, the American Arbitration Association's (AAA) rules for expedited arbitration shall be used.

- 18.8.3.3. 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 the fee.

- 18.9. **General Provisions** — The Union and District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel of arbitrators is established, AAA's rules regarding arbitrator selection will apply.
- 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.
- 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 a grievance hearing, at any step, is held on school time, the grievant(s) and the Union representatives shall be released with 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. When 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 said grievances be consolidated and that they 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, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent 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 for 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. In the event 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.
- 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. Conviction of a felony or of any crime involving moral turpitude.
 - 19.1.2.6. Alcoholism or other drug abuse.
 - 19.1.2.7. Evident unfitness for service with children.
 - 19.1.2.8. 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.
- 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 and the District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel is established, AAA's rules regarding arbitrator selection will apply.
- 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. The Superintendent shall submit the arbitrator's decision to the Board of Education. The decision of

the Board of Education shall be final.

- 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.
- 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 or class suffix in inverse order of seniority.
 - 21.1.2.2. If a unit member with more than one seniority date is bumped from his/her most recent class or class suffix due to layoff, the unit member shall bump into a vacant position in his/her next most recent class or class suffix. If no vacancies in the second class or class suffix exist the unit member with the least seniority in that second class or class suffix shall be subject to layoff. Bumping due to layoff occurs without regard to the number of hours a unit member works.
 - 21.1.2.3. No unit member shall be subject to layoff or reduction in hours for performance or disciplinary reasons.
 - 21.1.2.4. 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. **Children's Center Sub 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 sub 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 children's center 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. **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.
- 21.5. **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.

- 21.6. **Compliance** — The District and the Union reaffirm that the provisions of their collective bargaining agreement, including this Article, shall be in compliance with the terms of the Consent Decree, NAACP, *et al.* v San Francisco Unified School District Civil No. C-78-1445 WHO. The District and the Union agree that United Support Personnel staffing, as contemplated herein, at schools impacted by said Consent Decree shall be in accordance with said Decree Plan.

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, included the Weekly Administrative Directive (W.A.D.), and announced over the Classified Personnel Hotline. Available information regarding hours, job classification, and site, as well as date of application deadline for application, 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.

23. General Conditions

- 23.1. The District shall conduct on-site in-service training for all newly hired United Support Personnel as soon as practical after the work assignment. If necessary funds and personnel are available and designated, additional in-service training shall be provided to all new unit members.
- 23.2. No member of the bargaining unit shall be requested to serve in the place of an absent teacher except in an emergency.
- 23.3. 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.
- 23.4. No unit member shall be required to perform personal errands or tasks for other members of the staff.

24. Restructuring

- 24.0. 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.
- 24.0.1. The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
- 24.0.2. 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.
- 24.1. 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.
 - 24.1.1. 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.
 - 24.1.2. 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.
 - 24.1.3. 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.
- 24.2. See Appendix E, Restructuring Article of the teachers' contract.

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 Administrative Officer.
11/1 through 11/20	The Chief Administrative Officer 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 Administrative Officer.
5/1 through 5/20	The Chief Administrative Officer 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 for consideration and recommendation. The Reclassification Committee shall be constituted of three (3) members appointed by the Chief Administrative Officer and three (3) members will be appointed by U.E.S.F. 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 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 Personnel Officer, 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. A representative of the Union shall be in attendance at the time the Chief Administrative Officer 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. 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 will make a final determination and send a written response to the appellant. The decision of the Chief Administrative Officer 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 committees 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. Revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline it;
 - 26.1.5.4. 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. 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.

28. 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.

29. Duration

This contract shall be effective from July 1, 2001, through June 30, 2004. For the 2003-2004 school years the District and the Union shall meet to negotiate regarding salaries and fringe benefits. There shall be no impediment to the parties mutually agreeing to renegotiate additional items at the time of said annual reopener.

30. Signature Clause

IN WITNESS WHEREOF, the parties have executed this agreement on April 24, 2002.

United Educators of San Francisco
AFT/CFT-AFL/CIO NEA/CTA

San Francisco
Unified School District

By:

Union

District

_____ Kent Mitchell, President	_____ Jill Wynns, President Board of Education
_____ Rudi Faltus, Vice President	_____ Arlene Ackerman, Superintendent
_____ Peggy Gash, VP Paraprofessional	
_____ Bob Fesler, VP Substitute Division	
_____ Dennis Kelly Secretary	
_____ Lily Gee Hickman, Treasurer	
_____ Roberto Michel, Sergeant at arms	

Core Bargaining Team

Union

District

_____ Kent Mitchell, President	_____ Myong Leigh, Chief of Staff
_____ Steve Shapiro, UESF Staff	_____ Michele Modena, Chief Administrative Officer
_____ Lily Gee Hickman, Treasurer	_____ Tom Ruiz, Director, Labor Relations
_____	_____

Bob Fesler, VP Substitute Division	Frank Tom, Asst. Supt. Secondary Instructional Support
_____ Peggy Gash, VP Paraprofessional	_____ Deborah Sims Asst. Supt., Elementary K-8 Instructional Support
_____ Claire Merced, Marshall HS	_____ Linda Luevano, Asst. Supt., Elementary K-8 Instructional Support
_____ Bob Wattles, Speech Therapist	_____ Jolie Wineroth, Executive Director, Human Resources
_____ Dina Zanotti, Cabrillo ES	_____ Brad Stam Director, Office of Teacher Affairs
_____ Susan Solomon, Swett ES	_____ Katharine Albright, Deputy City Attorney
_____ James Samuel, Sutro CD Center	_____ Laurie Juengert Attorney
_____ Kathryn Tobie, Mahler C Center	
_____ Ramon Martinez, Serra ES	
_____ Madeline Cabading, West Portal ES	
_____ David Vega, Franklin MS	
_____ Janet Eberhardt, 21 st Century Academy	
_____ Dick Hemann, CFT Staff	

A. Appendix A — Employment Classes

Description of United Support Personnel

Bargaining Unit Non-Permanent Civil Service

A.1. Series A — Instructional Aide

Class	Service Criteria
A01	Title 1 Pre-Kindergarten
A03	Elementary Basic Skills
A04	Secondary Basic Skills
A05	Mathematics/Secondary
A06	Science
A08	Mathematics/Computer
A09	Computer
A12	Evening School
A13	Mobile Classroom Aide

A.3. Series C — Child Development Instructional Aide

Class	Service Criteria
C10	Child Development Program

A.4. Series N — Special Education Instructional Aide (Non-Severe Impairments)

Class	Service Criteria
N10	All Non-Severe Impairments
N50	Sign Language
N90	Visual Impairments

A.5. Series P — Support Services

Class	Service Criteria
P10	General Support
P20	Computer
P60	Special Education

A.6. Series R — Community Relations Specialist

Class	Service Criteria
R10	Attendance
R40	Elementary Advisor
R50	Student Advisor
R60	Peer Resources
R70	Multiple Services
R80	Computer

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

Class	Service Criteria
S10	All Impairments
S20	Signing/Interpreter
S30	Computer

A.8. **Series T — Security Aide**

Class	Service Criteria
T10	School Patrol

A.8. **Class Suffixes (Bilingual and other)**

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

B. Appendix B — Evaluation Information
Evaluation Form

Instructions For The Evaluator/Observer

Techniques of Appraisal

The observation and evaluation of a unit member's work performance is one of the primary responsibilities of any person who supervises or directs United Support Personnel. 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 read the evaluation.).
 - c. Retain a copy of the evaluation, give the unit member a copy, and send a copy to the Personnel Office.

C. Appendix C — Salary Schedules

C.1a. United Support Personnel Salary Schedule July 1, 2001.

The following groups of classifications are paid on 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: Saturday School
A12_Instructional Aide: Evening School

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	14.9382	15.6560	16.4251	17.2284	18.0659
Bi-weekly	1,195.06	1,252.48	1,314.01	1,378.27	1,445.28
Longevity Hourly Rate	15.2382	15.9560	16.7251	17.5284	18.3659
Bi-weekly	1,219.06	1,276.48	1,338.01	1,402.27	1,469.28

The following groups of classifications are paid on schedule 934:

C10_Instructional Aide: Child Development Program

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rate	12.0840	12.6821	13.2803	13.9128	14.5964	15.3261
Bi-weekly	966.72	1,014.57	1,062.42	1,113.02	1,167.71	1,226.088
Longevity Hourly Rate	12.3840	12.9821	13.5803	14.2128	14.8964	15.6261
Bi-weekly	990.72	1,038.57	1,086.42	1,137.02	1,191.71	1,250.088

The following groups of classifications are paid on schedule 935:

N10_Special Education Instructional Aide: Non-Severe – All Impairments
N50_Special Education Instructional Aide: Sign Language
N90_Special Education Instructional Aide: Visual Impairments
P10_Supplemental Services: General Support
P20_Supplemental Services: Computer
P60_Supplemental Services: Special Education

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	14.9382	15.6560	16.4251	17.2284	18.0659
Bi-weekly	1,195.06	1,252.48	1,314.01	1,378.27	1,445.28
Longevity Hourly Rate	15.2382	15.9560	16.7251	17.5284	18.3659
Bi-weekly	1,219.06	1,276.48	1,338.01	1,402.27	1,469.28

C.1.b. United Support Personnel Salary Schedule July 1, 2001, continued.

The following groups of classifications are paid on schedule 937:

R10_Community Relations Specialist: Attendance
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

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	18.2370	19.1427	20.0657	21.0571	22.0655
Bi-weekly	1,458.96	1,531.41	1,605.26	1,684.57	1,765.24
Longevity Hourly Rate	18.5370	19.4427	20.3657	21.3571	22.3655
Bi-weekly	1,482.96	1,555.41	1,629.26	1,708.57	1,789.24

The following groups of classifications are paid on schedule 911:

S10_Special Education Instructional Aide: Severe Impairments – All Impairments
S20_Special Education Instructional Aide: Severe Impairments – Signing/Interpreting
S30_Special Education Instructional Aide: Severe Impairments – Computer

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	15.1934	15.9112	16.6803	17.4836	18.3212
Bi-weekly	1,215.47	1,272.90	1,334.43	1,398.69	1,465.69
Longevity Hourly Rate	15.4934	16.2112	16.9803	17.7836	18.6212
Bi-weekly	1,239.47	1,296.90	1,358.43	1,422.69	1,489.69

The following groups of classifications are paid on schedule 935:

T10_Security – Campus

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	14.9382	15.6560	16.4251	17.2284	18.0659
Bi-weekly	1,195.06	1,252.48	1,314.01	1,378.27	1,445.28
Longevity Hourly Rate	15.2382	15.9560	16.7251	17.5284	18.3659
Bi-weekly	1,219.06	1,276.48	1,338.01	1,402.27	1,469.28

C.2.a. United Support Personnel Salary Schedule July 1, 2002.

The following groups of classifications are paid on 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: Saturday School
A12_Instructional Aide: Evening School

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	15.2370	15.9692	16.7536	17.5729	18.4272
Bi-weekly	1,218.96	1,277.54	1,340.29	1,405.83	1,474.18
Longevity Hourly Rate	15.5370	16.2692	17.0536	17.8729	18.7272
Bi-weekly	1,242.96	1,301.54	1,364.29	1,429.83	1,498.18

The following groups of classifications are paid on schedule 934:

C10_Instructional Aide: Child Development Program

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rate	12.3258	12.9357	13.5459	14.1910	14.8883	15.6327
Bi-weekly	986.06	1,034.86	1,083.67	1,135.28	1,191.06	1250.616
Longevity Hourly Rate	12.6258	13.2357	13.8459	14.4910	15.1883	15.9327
Bi-weekly	1,010.06	1,058.86	1,107.67	1,159.28	1,215.06	1274.616

The following groups of classifications are paid on schedule 935:

N10_Special Education Instructional Aide: Non-Severe – All Impairments
N50_Special Education Instructional Aide: Sign Language
N90_Special Education Instructional Aide: Visual Impairments
P10_Supplemental Services: General Support
P20_Supplemental Services: Computer
P60_Supplemental Services: Special Education

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	15.2370	15.9692	16.7536	17.5729	18.4272
Bi-weekly	1,218.96	1,277.54	1,340.29	1,405.83	1,474.18
Longevity Hourly Rate	15.5370	16.2692	17.0536	17.8729	18.7272
Bi-weekly	1,242.96	1,301.54	1,364.29	1,429.83	1,498.18

C.2.b. United Support Personnel Salary Schedule July 1, 2002, continued

The following groups of classifications are paid on schedule 937:

R10_Community Relations Specialist: Attendance						
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						
	Step 1	Step 2	Step 3	Step 4	Step 5	
Hourly Rate	18.6016	19.5256	20.4670	21.4782	22.5069	
Bi-weekly	1,488.13	1,562.05	1,637.36	1,718.26	1,800.55	
Longevity						
Hourly Rate	18.9016	19.8256	20.7670	21.7782	22.8069	
Bi-weekly	1,512.13	1,586.05	1,661.36	1,742.26	1,824.55	

The following groups of classifications are paid on schedule 911:

S10_Special Education Instructional Aide: Severe Impairments – All Impairments						
S20_Special Education Instructional Aide: Severe Impairments – Signing/Interpreting						
S30_Special Education Instructional Aide: Severe Impairments – Computer						
	Step 1	Step 2	Step 3	Step 4	Step 5	
Hourly Rate	15.4974	16.2295	17.0140	17.8332	18.6876	
Bi-weekly	1,239.79	1,298.36	1,361.12	1,426.66	1,495.01	
Longevity						
Hourly Rate	15.7974	16.5295	17.3140	18.1332	18.9876	
Bi-weekly	1,263.79	1,322.36	1,385.12	1,450.66	1,519.01	

The following groups of classifications are paid on schedule 935:

T10_Security – Campus						
	Step 1	Step 2	Step 3	Step 4	Step 5	
Hourly Rate	15.2370	15.9692	16.7536	17.5729	18.4272	
Bi-weekly	1,218.96	1,277.54	1,340.29	1,405.83	1,474.18	
Longevity						
Hourly Rate	15.5370	16.2692	17.0536	17.8729	18.7272	
Bi-weekly	1,242.96	1,301.54	1,364.29	1,429.83	1,498.18	

C.3. United Support Personnel Substitute rates July 1, 2001.

The following group of Temporary, As needed classifications are paid on schedule 415:

3593C – Instructional Aide I: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	9.1910	9.6460	10.1010	10.5820	11.1020
Bi-weekly	735.28	771.68	808.08	846.56	888.16

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

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

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	11.5700	12.1160	12.7010	13.3120	13.9490
Bi-weekly	925.60	969.28	1,016.08	1,064.96	1,115.92

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

3594 – Instructional Aide II: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	11.3620	11.9080	12.4930	13.1040	13.7410
Bi-weekly	908.96	952.64	999.44	1,048.32	1,099.28

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

3596 – School Security Aide: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	11.3620	11.9080	12.4930	13.1040	13.7410
Bi-weekly	908.96	952.64	999.44	1,048.32	1,099.28

The following group of Temporary, As needed classifications are paid on schedule 258:

9976 – Community Relations Specialist: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	14.1440	14.8330	15.5610	16.3150	17.1080
Bi-weekly	1,131.52	1,186.64	1,244.88	1,305.20	1,368.64

C.4. United Support Personnel Substitute rates July 1, 2002.

The following group of Temporary, As needed classifications are paid on schedule 415:

3593C – Instructional Aide I: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	9.3748	9.8389	10.3030	10.7936	11.3240
Bi-weekly	749.99	787.11	824.24	863.49	905.92

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

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

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	11.8014	12.3583	12.9550	13.5782	14.2280
Bi-weekly	944.11	988.67	1,036.40	1,086.26	1,138.24

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

3594 – Instructional Aide II: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	11.5892	12.1462	12.7429	13.3661	14.0158
Bi-weekly	927.14	971.69	1,019.43	1,069.29	1,121.27

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

3596 – School Security Aide: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	11.5892	12.1462	12.7429	13.3661	14.0158
Bi-weekly	927.14	971.69	1,019.43	1,069.29	1,121.27

The following group of Temporary, As needed classifications are paid on schedule 258:

9976 – Community Relations Specialist: Temporary As Needed

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly Rate	14.4269	15.1297	15.8722	16.6413	17.4502
Bi-weekly	1,154.15	1,210.37	1,269.78	1,331.30	1,396.01

D. Appendix D — Restructuring

Article 24 language from the 2001-2004 Teachers' Contract

XXI — Restructuring

- 24.0. 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.
- 24.0.1. The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
- 24.0.2. 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.
- 21.1. 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
 - 21.1.1. 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.
 - 21.1.2. 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.
 - 21.1.3. 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.
- 21.2. In order to provide the maximum opportunity for success in District-wide restructuring, the Union and the District have developed the following guidelines:

- 21.2.1. Dissemination of information designed to develop an understanding of restructuring is essential.
- 21.2.2. 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.
- 21.2.3. 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.
- 21.2.4. 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.
- 21.2.5. 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.
- 21.2.6. 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.
- 21.2.7. 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.
- 21.2.8 Site governance structures. See Article XXV.
- 21.3. **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.
- 21.3.1. The Restructuring Council shall be comprised of the following members:
 - 21.3.1.1. The Union President and the Superintendent of Schools.
 - 21.3.1.2. Nine (9) representatives of the Union, selected from teachers and united support personnel, appointed by the Union President.
 - 21.3.1.3. Nine (9) representatives of the District appointed by the Superintendent of Schools.
 - 21.3.1.4. Additional membership as determined by the Restructuring Council.

- 21.3.2. The responsibilities of the Restructuring Council shall be to:
 - 21.3.2.1. develop mission, goals, and operating procedures for the Restructuring Council;
 - 21.3.2.2. promote the concepts of site-based shared decision-making at all sites as an integral component of restructuring;
 - 21.3.2.3. provide guidelines to sites for restructuring, including shared decision-making and teacher professionalization;
 - 21.3.2.4. provide direction and assistance to sites participating in restructuring;
 - 21.3.2.5. approve and monitor site restructuring plans;
 - 21.3.2.6. conduct on-going evaluations of restructuring efforts;
 - 21.3.2.7. develop, implement, and monitor the plan for District-wide restructuring;
 - 21.3.2.8. develop recommendations for Board of Education consideration;
 - 21.3.2.9. other responsibilities as may be determined.
- 21.4. The parties agree that restructuring is an evolving process. By mutual agreement, changes in the provisions contained in this article may be effected.

E. Appendix E — Union Building Committee

Article 25 language from the 2001-2004 Teachers' Contract

XXV — Union Building Committee

- 25.1 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.
- 25.2 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.
- 25.3. Roles and Responsibilities of the Union Building Committee (UBC)
 - 25.3.1. 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.
 - 25.3.2. The UBC functions to maintain clear lines of communication between administration and faculty.
 - 25.3.3. 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).
 - 25.3.4. 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.
 - 25.3.5. The UBC may schedule meetings before or after the instructional day or at such times that are not in conflict with normal school functions.
 - 25.3.6. 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.
 - 25.3.7. 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.
 - 25.3.8. The UBC serves as a liaison to the Restructuring Council (Article XXI).

- 25.3.8.1. The UBC shall conduct the election for teacher and paraprofessional positions on the School Site Council or other similar governing body.
- 25.3.8.2. 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.
- 25.3.8.3. 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.
- 25.3.9. In order to promote cooperation and a collegial relationship at the school site, the UBC and the administration are encouraged to work collaboratively.

F. Appendix F — Child Development Program

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 Child Development Program. 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 Child Development within the historic fiscal limitations of the Child Development Program's funding mechanisms.
- 1.1. The parties shall also work together to change the funding mechanisms to provide additional revenue.

G. Appendix G — Letter of Transmittal

UESF-SFUSD
LETTER OF TRANSMITTAL
PARAPROFESSIONAL NEGOTIATIONS
December 16, 1999

In addition to their mutual commitment to a broad range of educational opportunities for students, the United Educators of San Francisco and the San Francisco Unified School District share the common interest of providing competitive salaries for employees. In pursuit of this interest, they have traditionally looked at the state COLA at the beginning of annual negotiation cycles.

For the last several years, the District and the Union have been disappointed in the State's unwillingness to provide educational funding that is continuing and free of categorical/programmatic limitations. These State practices have been seriously limiting the amount of discretionary funding available for student programs and bargaining on total compensation issues.

Bargaining resources for 1999-2000 have been further impacted by concerns about District projections of income and expenditures for the prior year, including the under funding of approved desegregation expenses.

Consequently, Superintendent Davis has requested a State audit of District funds, in addition to the regular external examination that is being conducted by District auditors. The results of these audits will be available by the end of the calendar year and both the District and the Union are vitally interested in these reports. Should these audits identify additional income that has not been provided for in the District's revised budget for 1999-2000, fifty percent of said additional income shall be reserved for salary expenditures for UESF bargaining units, pending the outcome of negotiations between the parties for 2000-2001; the utilization of said additional income for negotiations shall follow the same design as the additional funding source (unrestricted income for general fund expenditures, continuing income for ongoing expenses, etc.). When the District and the Union enter into negotiations for next year they shall also take into account any shortfall in revenues for this year that have been included in the District's revised budgets for 1999-2000; this shall be done by using fifty percent of said 1999-2000 shortfall as an offset against additional income above 1999-2000 levels that the District receives for 2000-01.

In addition to this process for dealing with more or less income than currently projected for 1999-2000, the District and the Union share a common interest in determining if and how the District's general fund expenditures for various budget categories differs from prevailing practices among comparable California school districts. Therefore, SFUSD and UESF shall retain a mutually acceptable and external consultant experienced in analyzing school district budgets, to identify possible District variances. Said expert analysis shall be completed by January 15, 2000 so that recommendation can be considered in building the 2000-01 District budget.

In reaching the attached tentative agreement, the bargaining teams realize that only in a spirit of true cooperation and understanding can they hope to overcome State and local budget problems that mitigate against student educational opportunities and total compensation benefits for all employees.

For the District

For the Union

Bruce Julian

Kent Mitchell

Chair, SFUSD Bargaining Team

Chair, UESF Bargaining Team

H. Appendix H — Bargaining outline

Timeline

May 2001	UESF initial proposals sunshined
September, 2001	District initial proposal sunshined
October 29 th -November 23 rd	Interest Based Bargaining training
December 7, 2001	Bargaining begins
April 24, 2002	Tentative Agreement

Team structure

Core bargaining team

Union	District
Kent Mitchell, President	Tom Ruiz, Director, Labor Relations
Steve Shapiro, UESF Staff	Myong Leigh, Chief of Staff
Lily Gee Hickman, Treasurer	Jolie Wineroth, Executive Director, Human Resources
Bob Fesler, VP Substitute Teachers	Katharine Albright, Deputy City Attorney
Peggy Gash, VP Paraprofessional	Frank Tom, Asst. Supt. Secondary Instructional Support
Claire Merced, Marshall HS	Deborah Sims, Asst. Supt., Elementary K-8 Instructional Support
Bob Wattles, Speech Therapist	Brad Stam, Director, Office of Teacher Affairs
Dina Zanotti, Cabrillo ES	Michele Modena, Chief Administrative Officer
Susan Solomon, Swett ES	Laurie Juengert, Attorney
James Samuel, Sutro CD Center	Linda Luevano, Asst. Supt., Elementary K-8 Instructional Support
Kathryn Tobie, Mahler CD Center	
Ramon Martinez, Serra ES	
Madeline Cabading, West Portal ES	
David Vega, Franklin MS	
Janet Eberhardt, 21 st Century Academy	
Dick Hemann, CFT Staff	

Expedited track

Kent Mitchell, President	Tom Ruiz, Director, Labor Relations
Steve Shapiro, UESF Staff	Jolie Wineroth, Executive Director, Human Resources
Peggy Gash, VP Paraprofessional	Deborah Sims, Asst. Supt., Elementary K-8 Instructional Support
Dina Zanotti, Cabrillo ES	Brad Stam, Director, Office of Teachers Affairs
Susan Solomon, Swett ES	Michele Modena, Chief Administrative Officer
James Samuel, Sutro CD Center	Laurie Juengert, Attorney
Kathryn Tobie, Mahler CD Center	Katharine Albright, Deputy City Attorney
Ramon Martinez, Serra ES	
Dick Hemann, CFT Staff	

Compensation

Kent Mitchell, President	Tom Ruiz, Director, Labor Relations
Steve Shapiro, UESF Staff	Sarah Hart, Chief Financial Officer
Bob Fesler, VP Substitute Division	Michele Modena, Chief Administrative Officer
Peggy Gash, VP Paraprofessional	Katharine Albright, Deputy City Attorney
Lily Gee Hickman, Treasurer	
Anna Spathis, Argonne ES	
Susan Siegel, Yick Wo ES	
Kathryn Tobie, Mahler CD Center	
Dick Hemann, CFT Staff	

Under performing schools

Kent Mitchell, President	Myong Leigh, Chief of Staff
Rudi Faltus, Vice President	Matt Kelemen, Special Assistant for Special Projects
Lindsay Hirshenhorn, Paul Revere ES	Dee Dee Desmond, Exec. Director, Leadership Development
Luisa Ezquerro, McAteer HS	Adelina Aramburo, Principal, Webster ES
Steve Shapiro, UESF Staff	Deborah Sims, Asst. Supt. Elementary K-8 Instructional Support
Mary Lavalais, S.F. Community	
Janet Eberhardt, 21 st Century Academy	

Special Education

Lily Gee Hickman, Treasurer	Deborah McKnight, Exec. Director, Special Ed.
Peggy Gash, UESF Vice President	Pat Anderson, Exec. Director, Assessment Services
Bob Wattles, Speech therapist	Katharine McCauley, Director, DIS/Transition
Robin Brasso, Maxwell MS	Pam Mills, Program Administrator, Screening and Assessment
Jane Blanchard, Washington HS	Susan Marks, Attorney
Madeline Cabading, West Portal ES	Tom Ruiz, Director, Labor Relations
Dale Katz, Washington HS	
Steve Shapiro, UESF STAFF	

Career In Teaching

Kent Mitchell, President	Brad Stam, Director of Office of Teacher Affairs
Helen Joe-Lew, Multi Language Programs	Kristine Parker, Program Administrator, Office of Teacher Affairs
Debra Eslava-Burton, PAR Coach	Chris Hiroshima Assist. Superintendent K-8 Instructional Support
Diane Doe, PAR Coach	Jolie Wineroth, Executive Director Human Resources
Tim Tindol, PAR Coach	

