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**IDnum** 377    **Language** English    **Country** United States    **State** CA

**Union** United Educators of San Francisco

### Local

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary
Librarians

**Bargaining Agency** San Francisco Unified School District

**Agency industrial classification (NAICS):**

61 (Educational Services)

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### Notes

### Contact

**Full text contract begins on following page.**

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# **Contract**

between

**San Francisco Unified  
School District**

# **SFUSD**

and

**United Educators  
of San Francisco**

(415) 621-4438

[www.uesf.org](http://www.uesf.org)



**Covering Teachers**

July 1, 1998

through

June 30, 2001

**Preamble**

The San Francisco Board of Education and the United Educators of San Francisco 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 and the San Francisco Board of Education have jointly entered into this contract under the Educational Employment Relations Act. This contract enumerates the rights, benefits, and working conditions for all teacher bargaining unit members of the San Francisco Unified School District and provides an orderly method for the resolution of problems.

Under this contract, the parties shall continue to pursue their individual interests in a spirit of mutual respect while working cooperatively toward their common goal of quality education for all San Francisco public school students.

Printed October 30, 2000

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## **I — Recognition**

- 1.1. In accordance with and pursuant to the Rules and Regulations of the Public Employment Relations Board of the State of California, the San Francisco Unified School District recognizes the United Educators of San Francisco, AFT Local 61, AFL-CIO, NEA/CTA, as the exclusive representative as defined in Government Code, Sections 3540 through 3549.3, also known as the Educational Employment Relations Act.
- 1.2. Hereafter, the San Francisco Unified School District will be referred to as the “District” or as the “Employer.”
- 1.3. Hereafter, the United Educators of San Francisco will be referred to as the “Union.”

## **II — Bargaining Unit Defined**

- 2.1. In accordance with the Public Employment Relations Board’s Certification of Representation, the Bargaining Unit consists of all certificated employees of the San Francisco Unified School District excluding: management employees; confidential employees; supervisory employees; and non-permanent hourly employees working fewer than twenty (20) hours per week, except for day-to-day substitute teachers and part-time temporary Special Assignment Teachers, defined as those hourly non-permanent Hospital/Agency teachers scheduled for twenty (20) hours per week throughout the school year, identified by PERB #SF-UM-334(R184A) dated April 30, 1984.
- 2.2. Proposed revisions in the negotiating unit shall be discussed between the Union and the District. Any changes shall be made in accordance with the Public Employment Relations Board’s regulations for unit modification or clarification.

## **III — Definitions**

- 3.1. Wherever the term “school” is used, it is to include any work location, center, unit, or any facility where members of the bargaining unit are located.
- 3.2. Wherever the term “principal,” “site administrator,” or “school management” is used, it is to include the appropriate chief administrator of a work location.
- 3.3. Wherever the term “teacher” is used, it is to include all members of the bargaining unit except where specifically noted.
- 3.4. Wherever the singular is used, it is to include the plural.

- 3.5. Wherever the term “Union,” “Union representative,” or “representative of the Union” is used, it is to mean a person, or persons, who have been officially designated as such by the Union.
- 3.6. Unless otherwise noted, the terms “Employer,” “Board,” and “Board of Education” are synonymous.
- 3.7. Unless otherwise noted, the terms “District,” and “San Francisco Unified School District,” and “Superintendent” are synonymous.
- 3.8. Whenever the term “permanent teacher” is used it is to include both tenured K-12 teachers and Child Development Program permit teachers who have passed probation.
- 3.9. Whenever the term “tenure-track teacher” is used it is to include tenured K-12 teachers, Child Development Program permit teachers who have passed probation, and probationary teachers.
- 3.10. Whenever the term “regularly assigned teacher” is used it is to include those permanent, probationary, temporary, emergency, categorical, pre-intern and intern teachers who have been assigned to a site by the Human Resources Department.
- 3.11. **Substitute teacher classifications**
  - 3.11.1. Day-to-Day is to mean those teachers working on a day-to-day basis.
    - 3.11.1.1. Seventy-Five Day Substitute category includes those substitute teachers who work seventy-five (75) assignments in one school year.
  - 3.11.2. Ten-Day Substitute is to mean those teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher.
  - 3.11.3. Forty-Day Substitute is to mean those teachers serving more than forty (40) consecutive days in the same position with no more than two (2) authorized absences as defined in Section 28.7. Teachers in this classification shall be paid according to Article XI and Appendix B.5. and provided benefits per Article XII.
  - 3.11.4. One Hundred Sixty Day (Fringe Benefit) Substitute teachers shall receive health benefits providing they meet the qualifications specified in Section 28.11.
  - 3.11.5. Core Substitute teachers, selected per the criteria specified in Section 28.6, shall be provided regular assignments and paid according to Article XI, and Appendix B, according to credential status, and be provided fringe benefits per Article XII.

#### **IV — District and Union Responsibilities**

- 4.1. 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.
- 4.2. The Union and the District agree that:  
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 provided herein, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.
- 4.3. The Union and District agree to exchange by available computer disk relevant information related to members of the bargaining unit.

#### **V — Union Rights**

- 5.1. 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 teachers. The Union may use the District mail service and teacher mailboxes for communications to teachers, subject to reasonable regulations.
- 5.2. Authorized Union 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.
- 5.3. 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.
  - 5.3.1. Through its representative, the Union shall have the right to speak to any item on the Board meeting agenda.
  - 5.3.2. 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.
- 5.4. The District shall make every effort to have every administrative office send all notices affecting teachers' working conditions to the Union.



- 5.5. 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 teachers.
- 5.6. **Non-discrimination** — Neither the District nor the Union shall discriminate against any officer or teacher of the District in violation of the law, on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized teacher organization.
- 5.7. 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 teacher's name and the amount of dues deduction shall be sent to the Union. The District agrees to make efforts to expedite this procedure.
- 5.8. 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.
- 5.9. Names, addresses, and telephone numbers of all bargaining unit members shall be provided to the Union on or about October 15 of each school year. Individual teacher requests for confidentiality regarding addresses and telephone numbers shall be honored. Use of such information shall be for Union business only.
- 5.10. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and 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.
- 5.11. Representatives designated by the Union shall be included on any Superintendent created task force, committee, or group, that deals with curriculum, instruction, recruitment of new teachers 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.
- 5.12. Six (6) Union member teachers shall be granted leaves of absence to conduct Union business. Up to two (2) additional Union teachers 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 Head of Human Resources normally no later than June 30 and November 30 respectively for leaves beginning at the start of the first or second semester. The Union shall reimburse the District no later than the end of the academic year the cost of such released time. The cost of said released time shall be computed on

the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs. Members granted such leave shall be credited with teaching service time for salary increment and benefit purposes. A tenure-track teacher returning from a leave of one year or less shall return to the school to which the teacher was assigned, or would have been assigned had the teacher not been on leave. In the case of a teacher who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the teacher's position to which he/she would normally return.

- 5.12.1. The District shall grant short-term leaves for Union business other than bargaining for a composite total (not to exceed the days allowed in Section 5.12) per year, providing a written request is submitted by the Union at least five (5) days in advance and also providing adequate substitutes are available. The Union shall reimburse the District for its cost of providing a substitute when this short term provision is granted.
- 5.13. 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.
- 5.14. With respect to District operated programs conducted outside the school day, including but not limited to driver's training and athletic programs conducted outside the teacher's workday, the District shall not utilize non-bargaining unit teachers provided there are qualified, available, and willing bargaining unit teachers to perform said functions. Artist-in-residence and other consultants shall not replace members of the bargaining unit.
- 5.15. A SFUSD teacher who is selected by the Superintendent from a list, provided by the Union, of eligible participants in the American Federation of Teachers Educational Research and Dissemination Project (E R & D) to serve at Stanford University School of Education shall be granted a one (1) year leave. The purpose of the leave is to interact with the educational research community, to develop a synthesis of research in an area determined important to teachers in the SFUSD and for the purpose of disseminating said research concepts and findings to the teachers of the SFUSD. The teacher shall be paid at the rate of sixty-percent (60%) of his/her entitled annual salary and fringe benefits as though teaching full time.
- 5.16. **Organizational security, terms and conditions** — Teachers 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 a Service 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 non-religious charitable fund as set forth herein.
- 5.16.1. The District shall, at the time an individual's employment commences, furnish to that teacher 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.
  - 5.16.2. 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 a 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 5.10 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 Section 5.16.2, the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in Section 5.16.2 of this section. 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 non-members of:
    - 5.16.2.1. the amount of the agency fee including an appropriate breakdown of chargeable expenses;
    - 5.16.2.2. the availability to all such non-members of a prompt hearing regarding the agency fee amount before a neutral arbitrator at Union expense; and
    - 5.16.2.3. the established procedures for escrowing in an interest bearing account the fees that are in dispute.
  - 5.16.3. U.E.S.F. agrees to furnish to the Head of Human Resources or his/her designee a "Certification Form" to District certifying the amount of U.E.S.F. dues, service 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.

- 5.16.4. 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 monthly 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.
- 5.16.5. The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of Section 5.16.
- 5.16.6. 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 Section 5.16, 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.

## **VI — Professional Rights**

- 6.1. 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 properly assigned functions during the work day.
- 6.2. The District and the Union agree that academic freedom is essential to the fulfillment of the purposes of the San Francisco Unified School District, and they acknowledge the fundamental need to protect teachers from unreasonable censorship or restraint which might interfere with their obligation to pursue truth in the performance of their job with the District.
- 6.3. Listening, recording, television, or other monitoring devices shall not be used in any part of the building to violate teachers' rights.
- 6.4. 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 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.
- 6.5. The District endeavors to make sufficient clerical support, telephones, equipment and materials available at each site to conduct the instructional program. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. In the interim there

shall be reasonable access to equipment consistent with equipment capacity and site resources. Plans will be developed to meet these needs to the degree possible within the available resources.

- 6.6. Teachers regularly assigned to a site shall participate in the process of interviewing, selecting, training, and scheduling classroom support personnel, whenever possible.
- 6.7. The District endeavors to provide appropriate work space and adequate telephone access at each site to teachers who are assigned to and travel to more than one school. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. Plans will be developed to meet these needs to the degree possible within the available resources.
- 6.8. **Emergency coverage plans**
  - 6.8.1. Teachers, through the UBC, are encouraged to work collaboratively with site administration to develop a mutually acceptable site plan which adequately handles situations where emergency class coverage is a need. Definition of emergency, equitable rotation of responsibility, and substitute compensation paid to the individual or school shall be among the items considered by the UBC. The District shall provide to such schools an amount equivalent to the substitute's pay for purposes of compensation. Past practices shall prevail until a mutually acceptable site plan is developed.
- 6.9. **Suspected child abuse reporting requirements**
  - 6.9.1. No later than the end of the first week of school, or upon initial employment or annual reemployment, the District shall provide each teacher with a copy of the current law and procedures of the District regarding the reporting of child abuse and any other pertinent materials that the District may have available on how to recognize child abuse.
  - 6.9.2. When a teacher notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide assistance to that teacher in his/her fulfillment of legal responsibilities.
  - 6.9.3. The District shall respect and maintain the confidentiality of all information on child abuse which a teacher reports to the appropriate authorities.
  - 6.9.4. The District shall provide legal defense assistance to a teacher who is sued as a result of his/her reporting of a child abuse instance.

## VII — Days and Hours of Employment for K-12 Teachers

- 7.1. Work year for teachers regularly assigned for the full year:
  - 7.1.1. The length of the work year for all teachers shall be 181 days of service, except that department heads and deans/head counselors shall have 186 days of service.
  - 7.1.2. **Staff Development Buy-Back Days** Effective July 1, 2000, the length of the work year for all teachers shall be 184 days of service, except that department heads and deans/head counselors shall have 189 days of service.
    - 7.1.2.1. The 184 day work calendar is dependent upon the funding provisions of Education Code Section 44579.1.
    - 7.1.2.2. In the event that the current State funding level for three (3) days/year of staff development activities for classroom teachers is rescinded, the K-12 teacher salary schedule and work year shall revert to 181 days. If said funding is reduced, the K-12 teacher work year and salary schedule shall be modified proportionately.
  - 7.1.3. A teacher required to do work beyond his/her service calendar shall be paid at his/her *per diem* rate of pay.
  - 7.1.4. The Union and the District shall form a Committee with an equal number of teachers and administrators to review the various types of non-required services that are rendered beyond the service calendar and make recommendations for rates of pay consistent with the duties performed. These recommendations will be submitted to the District and the Union no later than April 1, 2001. Upon agreement by the parties, such negotiated rates of pay shall become effective on July 1 of the 2001-2002 school year.
- 7.2. **Work day for teachers regularly assigned for the full year:**
  - 7.2.1. The length of the teacher work day, including preparation time and time regularly required before and after school, shall be based on a work week of seven (7) hours per day or thirty-five hours per five (5) day week. Teachers may work an approved schedule which assumes time expended outside the assigned site. Such time approved away from the site shall be considered time worked for purposes of this Article.
    - 7.2.1.1. **The teacher instructional day within the work day shall be:**
      - 7.2.1.1.1. five (5) periods daily for the High Schools and Middle Schools
      - 7.2.1.1.2. three hundred minutes (300) for grades 4 and 5
      - 7.2.1.1.3. two hundred eighty (280) minutes for grades 1 through 3
      - 7.2.1.1.4. two hundred (200) minutes for kindergarten (See Section 7.3)

Pursuant to Education Code Section 46118, single session kindergarten teachers shall be available to assist or provide instruction in the primary grades, in addition to their regular kindergarten instructional time when not involved in the kindergarten program. This additional time shall not exceed the difference in time between their regular kindergarten instructional time and the primary teachers' instructional time.

- 7.2.1.2. All teachers regularly assigned to a school shall be at their respective classrooms or other places of service at least fifteen (15) minutes but not more than thirty (30) minutes before the regular opening of school as communicated by the administrator. The UBC, following consultation with the faculty, may designate additional before or after school time within the workweek described above.
- 7.2.1.2.1. At sites where common planning time is built into the schedule, the minimum report time referred to in Section 7.2.1.2 shall be five (5) to ten (10) minutes. Common planning time shall be used for the following types of activities: team planning, student study teams, parent conferences, curriculum development, faculty meetings and other professional activities.
- 7.2.2. Teachers shall be provided a duty-free lunch period, equivalent in length to the lunch period of the teachers' students, exclusive of passing periods, or thirty (30) consecutive minutes, whichever is longer.
- 7.2.3. Every good faith effort will be made to schedule all I.E.P. conferences during the seven hour workday.
- 7.2.4. The site administrator of each school may require teachers to perform related duties on a reasonable and equitably distributed basis among teachers, such time to be considered part of the work week described above.
- 7.2.5. Within the work day high school and middle school teachers shall have a duty-free preparation period equal in length to a teaching period. The specific schedule for the workday shall be set by the site administrator.
- 7.2.6. Within the work day high school and middle school teachers, not meeting regularly scheduled classes for five (5) periods a day, shall have preparation time during the school day. Central and site administrators are responsible for establishing procedures and constructing schedules for non-classroom regularly scheduled teachers in a manner which shall reflect the need for preparation appropriate to the tasks of each position.
- 7.2.7. Every good faith effort shall be made to assign no more than three (3) subject matter preparations per day to teachers regularly assigned to middle and high schools. Multiple preparations required in core programs in middle schools should be taken into consideration.

- 7.2.8. Teachers may be required to attend no more than two (2) faculty meetings per month, such time to be considered part of the work week described above. Time for all other meetings shall be considered part of the work week described above and shall be scheduled with the concurrence of the UBC, except in case of emergency.
- 7.2.9. The District shall provide two (2) additional conference/preparation periods to each regular high school for Advanced Placement (AP) classes, plus an additional conference period for each twenty (20) AP exams above forty (40) taken at said school the prior year. Teachers of AP classes may make recommendations to the principal for allocating AP additional conference/preparation periods.
- 7.2.10. The Union and the District agree to jointly review the area of preparations during the 1996-97 school year as follows:
  - 7.2.10.1. Analyze the impact on staffing and costs of an absolute limit of three (3) preparations per day for middle and high school teachers with core programs at the middle school counted as two preparations. Determine the feasibility of this area as a subject for resolution through site shared decision making.
  - 7.2.10.2. Collect information related to Advanced Placement class preparation and coordinator workloads and determine costs of any changes. Review differences among sites and study the feasibility of referring this issue for resolution through shared decision making.
  - 7.2.10.3. Review the preparation requirements for teachers of bilingual classes.
  - 7.2.10.4. Conduct a survey of ways in which elementary preparation time can be provided in the instructional day. Determine the costs of various programs and develop feasible recommendations for future implementation by mutual agreement.
  - 7.2.10.5. Examine Regional Occupational Program (ROP) teacher schedules to determine changes necessary to bring them into conformity with State guidelines in order to qualify for full state funding.
- 7.3. **Kindergarten instruction**
  - 7.3.1. Effective with the start of the 1996-97 school year, the length of the instructional minutes at the kindergarten level shall be no less than 240 minutes per day, nor more than 280 (which will provide a Kindergarten student attendance day that is in the range of 315 to 360 minutes, or approximately 40 minutes per day less than grades 1-3). Kindergarten teachers will be provided the same supervision relief as accorded other elementary teachers. In consideration of said increased instructional minutes at Kindergarten, the additional duties referenced in Section 7.2.1.1.4 of the current Contract shall be deleted.



- 7.3.1.1. In further consideration of said instructional minutes at Kindergarten, and consistent with the Educational Equity Act of 1996 (EEA), schools will be provided with the total resources for 1996-97 that will permit Kindergartens to attain the maximum class size goal of 20.
- 7.3.1.1.1. The District shall not be obligated to continue these EEA resources in any school year after 1996-97 unless it continues to receive an unrestricted annual COLA from the State at the minimum level of 2% and the same level of federal, state and categorical revenue that it received in 1995-96.
  - 7.3.1.1.1.1. If the 1996-97 EEA resources cannot be maintained for 1997-98, or beyond, because of the decline in COLA, federal, state or categorical income, either party may request to reopen negotiations on the Kindergarten maximum class-size goal. Unless the parties mutually agree to some other provision during the reopened negotiations, the allocation ratios in effect in 1995-96 shall be utilized.
  - 7.3.1.1.1.2. If the 1996-97 total resources described in section 7.3.1.1., above, cannot be maintained for 1997-98, or beyond, because of the decline in income factors contemplated in section 7.3.1.1.1. above, either party may request to reopen negotiations on the length of the instructional minutes for kindergarten. Unless the parties mutually agree to some other provision during the reopened negotiations the length of instructional minutes in effect in 1995-96 shall be utilized.
- 7.3.1.2. In keeping with Article 25 of the current Contract, each elementary school shall cooperatively develop a plan to utilize the additional teacher resources contemplated in the EEA. Before the District acts on a school's plan, a copy shall be provided to the Union. At schools where the maximum class size goal cannot be met due to lack of facilities, extra teaching positions generated from the additional resources described in Sections 7.3.1.1., above, shall be assigned full classroom teacher responsibilities.
  - 7.3.1.2.1. The following process will be used to approve plans:
    - 7.3.1.2.1.1. Step 1: In response to the Educational Equity Act, principals will submit program assignments and a narrative on the Full-Day Kindergarten and primary grade instructional model to the Elementary Operations Department.
    - 7.3.1.2.1.2. Step 2: A designated panel including representatives from the Elementary Operations Department, a UESF representative, and a Kindergarten classroom teacher, selected by mutual agreement, will review and recommend to the Superintendent.
    - 7.3.1.2.1.3. Step 3: The Superintendent and Deputy Superintendent will make the final approval.

- 7.4. In the case that the District is unable to continue the 1996-97 EEA resources per Section 7.3.1.1.1.1., teachers of Kindergarten classes shall be encouraged to volunteer to utilize the Jump Start program of staggered starting and ending times for students. A teacher who participates in this program shall be provided with reasonable administrative support in order to implement the program.

## **VIII — Parent-teacher conference**

### **8.1. Elementary**

- 8.1.1. There shall be five (5) mandated minimum days during the first report card period and five (5) mandated minimum days during the third report card period. The regular instructional day shall be shortened by sixty (60) minutes for each of the ten (10) days designated for parent conferences, and state mandated requirements defining a minimum day shall be met.
- 8.1.2. These minimum days require extended instructional minutes on other days throughout the school year to meet the state mandated annual instructional minutes to receive state apportionment money.
- 8.1.3. Situations differ from site to site in terms of staff preference and program requirements. Decisions on how to make up the minutes for minimum days are best determined on a site-by-site basis and shall become a part of the shared decision making process involving the site administration and UBC. Each plan must be approved by Elementary Instructional Support and Operations for conformance with minimum instructional requirements and compatibility with bus schedules. A copy of the plan, including UBC sign-off, shall be sent to the union.

### **8.2. Small necessary high schools**

- 8.2.1. Two conference days shall be provided at each of the following time periods:
- 8.2.1.1. mid Fall semester
- 8.2.1.2. end of Fall semester
- 8.2.1.3. mid Spring semester
- 8.2.1.4. end of Spring semester
- 8.2.2. Students shall be included in at least one of the two conferences scheduled for each of the time periods.
- 8.2.3. Classrooms, such as computer labs and typing rooms, shall be made available for independent practice for students by other certificated personnel not involved in parent conferences designated above.

## **IX — Class Size**

- 9.1. The Union and District recognize both the desirability and the importance of classes being maintained at sizes which aid effective teaching.
- 9.1.1. The Union and District agree to work together to create a process which, in consideration of limited monetary resources, produces the lowest class size possible.
- 9.1.2. The District and Union agree that the process of reducing class size requires accurate, verifiable, and timely reports of current and projected enrollment and attendance, coordination and cooperation between Central Office and school sites in assigning students, and participation of the UBC with the principal in the shared decisions determining utilization of allocated staff.
- 9.2. The Union and the District agree on the following definition of terms and processes in order to describe the process of determining class size:
  - 9.2.1. Class Size is the number of students enrolled in and attending a given class.
  - 9.2.2. Class Size Goals for a given class are those listed in Section 9.5.
  - 9.2.3. **Staffing allocation ratio**
    - 9.2.3.1. The Staffing Allocation Ratio is that of teachers to students for a given grade or level. This ratio is used by the District to determine the number of classroom teachers assigned to a given site based upon enrollment.
      - 9.2.3.2. When determining staffing ratios, the following will not be included:
        - 9.2.3.2.1. special education
        - 9.2.3.2.2. nurses
        - 9.2.3.2.3. special counseling personnel
        - 9.2.3.2.4. district, state, or federal compensatory education personnel
        - 9.2.3.2.5. personnel supported by Consent Decree funds
        - 9.2.3.2.6. library / media personnel
        - 9.2.3.2.7. administrators
        - 9.2.3.2.8. other special personnel
      - 9.2.3.3. The total number of basic staff in Section 9.2.3.1., above, shall be assigned to regular teaching duties.
      - 9.2.3.4. Any new programs added to a site shall include appropriate staff allocation.
    - 9.2.4. **Elementary student assignment**

- 9.2.4.1. The Student Assignment Number represents the number of students assigned to a given class and should be equal to the integer portion of the student number in the Staffing Allocation Ratio.
- 9.2.4.2. If the assignment of a student after the tenth (10th) day of school causes this number to be exceeded, the UBC shall be provided documentation describing the efforts made to place the student in a less crowded class.
  - 9.2.4.2.1. If the assignment is the result of an assignment by the Student Assignment Officer, or the District, the documentation of efforts to place the student at a school which is less crowded will be provided by the Educational Placement Office.
  - 9.2.4.2.2. If the assignment is the result of a student assigned within the school, the documentation shall be provided by the principal.
- 9.2.5. The Union and the District agree to develop a process for verifying and documenting actual enrollment figures to be used in calculating class sizes as listed in this Article. Furthermore, it is agreed that these numbers be a unique set which is to be used by the Union and District at all levels of the District.
- 9.3. The Union and District agree to work cooperatively to reduce class size and determine the focus of such class-size reductions.
- 9.3.1. **Staffing allocation ratio**

Grade Level	98-01
Kindergarten, Grade 1, 2 & 3	*20.0
Grades 4 & 5	32.2
Middle School	33.1
High School	34.4
Nec. Small High School	25.0
Severely Impaired	9.0
Learning Impaired	13.0
Severely Emotionally Disturbed	9.7
Resource Specialist	24.0
* Class size for these grades will be determined by the District's Participation in the State's Primary Grade Class-Size reduction program and Section 9.7. Allocation ratios will revert to the following ratios if the State Primary Grade Class-Size reduction program is eliminated: Kindergarten - 31.2; Grades 1 & 2 - 26.0; and Grade 3 - 29.8.	

- 9.3.1.1. By choosing this vehicle it is understood that assigning teachers by this formula provides class sizes that vary by site. Barring extraordinary circumstances no class shall exceed state maximum class sizes.
- 9.3.1.2. The allocated staff will be assigned to each school site in a manner which achieves as nearly as possible the class goals listed in Section 9.5.
- 9.3.1.3. No later than March 15 the UBC and the principal at each school will meet to review the projected staff allocation numbers and the utilization of the assigned staff.
- 9.3.1.4. The Union Special Education Committee and the Special Education Department Director shall meet periodically to review the projected allocation numbers and utilization of the assigned staff.
- 9.3.2. For the remaining years of the contract the Union and the District shall meet on or about February 1 of each year to plan for potential changes from the prior year's staffing allocations.
- 9.3.3. In order to implement and facilitate the planning process and to minimize some of the uncertainty and confusion at the beginning of a year that may adversely affect staff morale and also impede the maximization of District services to students, the Union and District understand that the following sequence of District activities and Union / District consultations shall occur. It is acknowledged that the targeted dates are not hard and fast. If unusual or unforeseen circumstances occur or legal constraints mandate, such dates may be subject to adjustment by the District, in consultation with the Union.  
  
  - Italicized items in sections 9.3.3.1. through 9.3.3.10. are not mandatory subjects of negotiations and therefore are not subject to the grievance process.
- 9.3.3.1. *By December 1, the District projects its overall enrollment for the following school year, reflecting both September and the March/April expectations for that year;* said projections shall be shared with the Union.
- 9.3.3.2. *By January 6, the various Assistant Superintendents, in consultation with site and special program administrators, identify enrollment projections for school sites, consistent with the overall projections identified in item 9.3.3.1., above ;* said projections shall be shared with the Union.
- 9.3.3.3. By January 15, the Union and District begin negotiations regarding staffing allocation ratios for the following school year.
- 9.3.3.4. *By February 15, notwithstanding the status of these negotiations, the District preliminarily identifies the staffing allocation ratios that it expects to use for the following school year* after consultation with the

Union. *These allocation ratios may reflect possible March layoff contingencies of the District, if any* .

- 9.3.3.5. *By March 15, staffing allocations for the following year are provided to the schools, with copies provided to the Union; these allocations may reflect District layoff plans for August, if any* .
- 9.3.3.6. By March 25, the first voluntary transfer process is conducted pursuant to Article XV of the Agreement, unless the District and the Union agree to cancel/postpone said process.
- 9.3.3.7. By April 25, a second voluntary transfer request process, pursuant to Article XV of the Agreement, is conducted for the following school year, but prior to the end of the current school year; the District and the Union may mutually agree to cancel/postpone said process.
- 9.3.3.8. *By May 25 based upon the projections and allocations described herein, the preliminary master programs and elementary class lists are prepared at each site by the administration in consultation with the UBC and distributed to the staff.*
- 9.3.3.9. *By August 15, staffing allocations and student schedules may need revision based upon shifting enrollments or State funding decisions and their impact on SFUSD;* the Union shall be kept informed of the major developments related to these late funding decisions by the State. Upon the written request of either party following the budget adopted by the State, the parties shall meet and consult regarding possible changes in the staffing allocation ratios for the coming school year in conjunction with negotiations on any unresolved cost items.
- 9.3.3.10. By September 15, classes shall be balanced as quickly as administratively feasible after the start of the school year. The Assistant Superintendents, in consultation with site and program administrators, will give due consideration to the possibility of capping school and class enrollments; the UBC shall have input on such site decisions.
- 9.3.4. **Notification**
  - 9.3.4.1. After the initial enrollment verification, the principal shall meet with the UBC periodically to make every reasonable effort to balance class sizes. If the situation cannot satisfactorily be resolved at the site, the Central Office and the Union shall be alerted for possible resolution.
  - 9.3.4.2. **Special Education**
    - 9.3.4.2.1. When a class is below or more than one above the given range, the Director of the Department of Special Education will make every effort to make adjustments to the situation. The District will include this information in its regular class size reports to the Union.

- 9.3.4.2.2. The Union and the Special Education Department will meet to create a process by which teachers will be involved in the placement of students in the following categories: SI, non-SI and SED.
- 9.3.5. At regular intervals during the school year the District will report to the Union the size of each class.
- 9.4. **Additional funding for class size reduction**
  - 9.4.1. If during the term of this agreement additional money becomes available for class size reduction or additional support staff, the parties agree to identify hiring priorities to be funded therefrom.
  - 9.4.2. The Union and The District will pursue possibilities for the reallocation of existing moneys, resources, and personnel to assist class size reduction.
  - 9.4.3. Other possibilities will be explored including State and Federal allocations, newly enacted or one time moneys.
  - 9.4.4. If, during the term of the current Contract, the State provides the District with additional funding that is specifically designed to reduce the pupil/teacher ratio (class size), the District and the Union shall reopen negotiations within thirty (30) to sixty (60) days of enactment on said subject, plus the salary increase implementation dates described in Sections 11.2.2.1 and 11.2.3.1.
- 9.5. **Class size goals**
  - 9.5.1. **Elementary Schools**
    - 9.5.1.1. Kindergarten ..... 28
    - 9.5.1.2. Grades 1-2 ..... 24
    - 9.5.1.3. Grade 3 ..... 25
    - 9.5.1.4. Grades 4-5 ..... 30
    - 9.5.1.5. Other combinations will have the lower class size of the component grades.
    - 9.5.1.6. Class sizes enumerated above also apply to bilingual classes.
    - 9.5.1.7. Music pullout program (weekly student contacts, except for special choral programs) ..... 500
  - 9.5.2. **Middle Schools**
    - 9.5.2.1. English ..... 25
    - 9.5.2.2. Foreign Language ..... 30
    - 9.5.2.3. Mathematics ..... 30
    - 9.5.2.4. Science ..... 30
    - 9.5.2.5. Social Studies ..... 30
    - 9.5.2.6. Art ..... 28

9.5.2.7.	Business Education .....	30
9.5.2.8.	Homemaking .....	28
9.5.2.9.	Industrial Arts .....	28
9.5.2.10.	Music (excluding choir, band, orchestra) and performing arts .....	28
9.5.2.11.	Physical Education .....	37
9.5.2.12.	Core Program .....	28
9.5.2.13.	English as a Second Language .....	25
9.5.2.14.	Reading, Reading Lab, Math Lab .....	25
9.5.2.15.	Family Life .....	30
9.5.2.16.	Any other .....	30
9.5.2.17.	Class sizes enumerated above also apply to bilingual classes.	
9.5.3.	<b>High Schools</b>	
9.5.3.1.	English .....	25
9.5.3.2.	Foreign Language .....	30
9.5.3.3.	Mathematics .....	30
9.5.3.4.	Science .....	30
9.5.3.5.	Social Studies .....	30
9.5.3.6.	Art .....	28
9.5.3.7.	Business Education .....	30
9.5.3.8.	Homemaking .....	28
9.5.3.9.	Industrial Arts .....	28
9.5.3.10.	Music (excluding choir, band, orchestra) and performing arts .....	28
9.5.3.11.	Physical Education .....	37
9.5.3.12.	Trade and Industry Classes .....	25
9.5.3.13.	Drivers' Education .....	30
9.5.3.14.	English as a Second Language .....	25
9.5.3.15.	Reading, Reading Lab, Math Lab .....	25
9.5.3.16.	Family Life .....	30
9.5.3.17.	Career Education .....	30
9.5.3.18.	Any other .....	30
9.5.3.19.	Class sizes enumerated above also apply to bilingual classes.	
9.5.4.	<b>Small Necessary High Schools</b>	
9.5.4.1.	class size .....	25



9.5.5.	<b>ESL Pull -Out Program</b>	
9.5.5.1.	Contacts per day .....	60
9.5.6.	<b>Child Development Program</b>	
9.5.6.1.	Child Development Program teachers shall have teacher/child ratios permitted by law, which are currently as shown below. It is agreed that the District will meet and consult with the Union before implementing any changes in the ratio.	
9.5.6.1.1.	Infants 0 through 18 months of age .....	18 per teacher
9.5.6.1.2.	Toddlers 18 to 36 months of age .....	16 per teacher
9.5.6.1.3.	3 years to Kindergarten .....	24 per teacher
9.5.6.1.4.	Kindergarten to 14 years of age .....	28 per teacher
9.5.6.2.	Child Development Program teachers shall have adult/child ratios which are currently as shown below and maximum group sizes permitted by law. It is agreed that the District will meet and consult with the Union before implementing any changes in the ratio.	
9.5.6.2.1.	Infants and toddlers 0 through 2 years of age .....	3 per adult
9.5.6.2.2.	Toddlers 18 to 36 months of age .....	4 per adult
9.5.6.2.3.	3 years to Kindergarten .....	8 per adult
9.5.6.2.4.	Kindergarten to 14 years of age .....	14 per adult
9.5.7.	<b>Special Education Class Size Ranges</b>	
	Elem.* .....	Sec.*
9.5.7.1.	Severely Impaired (SI) 6-10 .....	6-10
9.5.7.2.	Learning Impaired (LI) 8-12 .....	8-12
9.5.7.3.	Severely Emotionally Disturbed (SED) 6-8 .....	6-8
9.5.7.4.	Communicatively Impaired (CI), Severe Disorder of Language (SDL), Aphasic 8-12 .....	8-12
9.5.7.5.	Visually Impaired (VI) 6-10 .....	6-10
9.5.7.6.	Orthopedically Impaired (OI) 6-10 .....	6-10
9.5.7.7.	Hearing Impaired (HI) 6-10 .....	8-12

- 9.5.7.8. Speech Clinician  
(case-load as permitted by State law) ..... 55\*\*
- 9.5.7.9. Resource Specialists  
(case-load as permitted by State law) ..... 28\*\*
- 9.5.7.10. Psychologists' case loads, job descriptions, and expected  
completed assessments for meeting State compliance guidelines  
shall be specified as a result of Section 31.11 of this Agreement.
- \*Note: In the instance of heterogeneous classes class size ranges shall be  
determined on the basis of the most severe disability.
- \*\*Note: Part-time teachers' case-loads shall be prorated.
- 9.5.8. Court Schools class size ..... 10
- 9.5.9. Community Day Schools class size ..... 22
- 9.6. The Union and District agree to monitor the effort to reduce class size.  
The process of reducing class size and the reporting procedures  
established herein will be evaluated periodically, and, by mutual  
agreement, this article may be modified during the term of this contract.
- 9.7. Beginning with the 1996-97 school year class size goals for grades K-2  
may be established at 20 as contingent upon funding from the state.
- 9.8. Beginning with the 1997-98 school year class size for grades K-3 may be  
established at 20 contingent upon funding from the state.
- 9.9. The District and the Union shall jointly form an Educational Equity Act  
Oversight Committee to monitor EEA class sizes and remediate excess  
sizes where feasible, or recommend the allocation of additional  
resources for those individual situations where added personnel/  
expenditures may be necessary to deal with situations that exceed EEA  
goals.

**X — Leaves**

- 10.1. **Unpaid leaves for tenure-track teachers**
- 10.1.1. **Long-term personal or professional leave**
- 10.1.1.1. A leave of absence for one (1) semester or one (1) year may be taken  
at the request of the teacher, provided said request is received by  
Human Resources not later than June 1, preceding the subsequent  
school year, subject to arrangements for repayment of any funds owed  
to the District in accordance with Section 10.1.9 of this Article and  
Section 11.11.6. If an unpaid leave expires during the school year, the  
teacher may extend it to the end of that semester.

- 10.1.1.1.1. Leave requests submitted after June 1 of a given year will not be honored except in documented cases of family or medical emergency.
- 10.1.1.2. Except as otherwise provided, a teacher returning to duty from long term leave of absence shall normally be assigned to a position similar to the one previously held.
- 10.1.1.3. A long-term personal or professional leave may be extended for a second or subsequent years by mutual agreement between the teacher and the District.
- 10.1.1.4. See Section 11.13.2. for payment policy upon return from leave.
- 10.1.2. **Long-term parental leave**
- 10.1.2.1. A teacher shall receive, upon application, a parental leave of absence. No teacher shall be required to take an unpaid leave at any time in connection with childbirth or adoption.
- 10.1.2.2. A teacher returning from a parental leave of one (1) year or less has the right to return to his/her previous assignment.
- 10.1.2.3. A teacher may apply for an unpaid leave at any time within the three (3) years after he/she becomes a parent through childbirth, adoption, or legal guardianship. Such leave shall be for the duration of the year in which the leave was taken and shall be extended by mutual agreement for up to one (1) successive school year.
- 10.1.2.4. Upon application a teacher shall be provided unpaid leave to care for a seriously ill child, parent, spouse or domestic partner for up to four (4) months. Upon termination of such unpaid leave, the teacher shall be returned to the position he/she held prior to the leave.
- 10.1.2.5. See Section 11.13.2. for payment policy upon return from leave.
- 10.1.3. **Long-term public service leave** — A teacher elected to a public office, shall be granted a leave of absence from his/her duties as a teacher in the District.
- 10.1.3.1. During the term of such leave of absence, the teacher may be employed by the District to perform part-time service with salary pro rated.
- 10.1.3.2. Within six (6) months after the term of office expires, a teacher elected to a public office pursuant to Ed. Code 44801 shall be entitled to return to the position held by him/her at the time of his/her election at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section.
- 10.1.3.3. See Section 11.13.2. for payment policy upon return from leave.
- 10.1.4. **Long-term military leave** — Teachers shall receive leaves of absence when inducted or called to extended active duty in any branch of the

armed forces of the United States or the State of California. Teachers shall have all rights granted under the U.S. Military and Veteran's Code relating to military leaves.

- 10.1.5. **Short-term personal business leave** — A teacher shall receive, upon application, unpaid leave of up to twenty (20) school days per year.
- 10.1.6. **Substitute work during leave** — A teacher while on leave of absence without salary may serve as a day-to-day substitute unless on leave for illness.
- 10.1.7. **Assignment upon return from leave**
  - 10.1.7.1. Except as otherwise provided, a teacher returning to duty from long term leave of absence shall normally be assigned to a position similar to the one previously held. If a teacher notifies the Personnel office of his/her intent to return from long term leave before March 1 (Group A), he/she shall be placed in a position similar to the one held before going on leave, if available. (See Article 15.1.5.) Any teacher returning from long term leave (RFL) who notifies the District of his/her intent to return between March 1 and March 31 (Group B) will be subject to placement pursuant to Section 15.1.5.3. Any teacher returning from long term leave who notifies the District of his/her intent to return after March 31 (Group C) shall be subject to placement pursuant to Section 15.1.5.4. Group A and Group B RFL's will be guaranteed placement. Group C RFL's may be assigned or may be continued on unpaid leave status at the discretion of the District. A Group C RFL who is placed on continued leave because he/she did not notify the District by April 1, must notify the District before March 1 of the subsequent year or be subject to termination.
  - 10.1.7.2. Child Development Program teachers shall have the same rights as described 10.1.7.1. above to return to Child Development Program positions.
- 10.1.8. **Abridgment of leave** — A teacher on long term unpaid leave of absence may, based upon mutual agreement with the District, abridge his/her leave of absence.
- 10.1.9. At the time of application for an unpaid leave of absence, the teacher shall make appropriate arrangements to pay back any funds owed to the District.
- 10.1.10. See Section 11.13.2. for payment policy upon return from leave.
- 10.2. **Paid Leaves for tenure-track teachers**
  - 10.2.0. **Provisions related to Staff Development Buy-Back Days**

- 10.2.0.1. If the provisions of Section 7.1.2 are in effect, the only paid leave provisions, with appropriate documentation, that will be available to unit members on the three (3) days of staff development buy-back shall be bereavement and jury duty/court appearance.
- 10.2.0.2. For an illness absence on said three (3) days, the teacher shall be required to provide a physician's verification of the illness in order to receive salary payment.
- 10.2.0.3. Personal necessity leave, as described in Section 10.2.1.2., shall not be available on said three (3) days of staff development.
- 10.2.1. **Sick leave**
- 10.2.1.1. At the beginning of each school year, a teacher shall be credited with ten (10) days of sick leave allowance to be used for absences caused by illness or physical disability. A Child Development Program teacher working a 218 day calendar shall be credited with eleven (11) days of sick leave allowance.
- 10.2.1.2. A teacher may use up to seven (7) days each school year of sick leave allowance for personal, legal, business, religious, household, family, or other matters which require absence during school hours. Teachers are expected to give as much advance notice as possible, but in no event less than the amount needed to secure a substitute.
- 10.2.1.2.1. Each school year a teacher may use up to five (5) days each school year of sick leave allowance for immediate family illness. In no event shall said utilization, when combined with immediate family illness provisions of section 10.2.1.2., above, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.
- 10.2.1.3. A teacher who has accumulated sick leave in the District may make use of such leave while employed as an administrator or teacher of summer school session classes or schools in the same manner as in the regular school year.
- 10.2.1.4. Each teacher shall receive notification of his/her accumulated total of sick leave days printed on the regular pay check.
- 10.2.1.5. Paid sick leave days shall be considered days worked for purposes of movement on the salary schedule.
- 10.2.1.6. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The District shall pay to the teacher the difference between his/her salary and benefits received under the California Worker's Compensation Act for one (1) year duration, pursuant to the prior bargaining agent's side letter of agreement, dated September 5, 1983. Thereafter, a teacher continuing on industrial accident leave shall not receive more than

100% of his/her District salary when sick leave and Workers' Compensation benefits are combined.

- 10.2.1.7. Unit members initially hired on or after January 1, 1993, shall receive a maximum of 6 months of Industrial Accident leave. Prior to said date, the District and the Union shall begin to explore procedures and provisions designed to reduce projected Workers Compensation expenditures; all other exclusive bargaining agents in the District shall be encouraged to participate in said exploration. The joint committee described herein shall make its report to the District and the Union(s) prior to June 30, 1997. Thereafter, the subject of potential additional revisions in Industrial Accident Leave shall be the subject of bargaining between the parties for 1997-98.
- 10.2.1.8. A teacher who is absent because of illness for more than five (5) 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.
- 10.2.1.9. A teacher returning to duty following a continuous absence of thirty (30) teaching days or more because of illness shall submit a medical statement verifying his/her fitness to return to duty if requested. The District shall retain the right to require an examination conducted by a physician employed by the District if there is disagreement as to the teacher's fitness to return to duty.
- 10.2.2. **Notification of absence**
  - 10.2.2.1. When a teacher knows more than thirty (30) days in advance of his/her impending long term absence, the teacher shall notify his/her principal or immediate supervisor of his/her expected first day of absence, at least thirty (30) days in advance of that date.
  - 10.2.2.2. When a teacher knows less than thirty (30) days in advance of his/her impending long term absence, the teacher shall notify his/her principal or supervisor of his/her expected first day of absence within two (2) days after becoming aware that an impending absence will occur.
- 10.2.3. **Extended sick leave**
  - 10.2.3.1. After using all earned and accumulated sick leave, a teacher who has exhausted his or her sick leave for a single illness or accident shall have up to 100 days of extended sick leave for said illness or accident. A teacher on extended sick leave shall receive his or her own pro rata salary minus the per diem rate of a substitute teacher.

- 10.2.3.2. A teacher who has exhausted his/her extended sick leave and is unable to return to duty shall be granted unpaid leave of absence for up to one year. Extensions may be granted by the Board of Education. Such a teacher may qualify for Long-Term Disability benefits under the provisions of this contract.
- 10.2.3.3. A teacher returning from an extended sick leave of one (1) year or less has the right to return to his/her previous assignment if it has not been filled by a probationary or tenured teacher.
- 10.2.4. **Maternity disability**
- 10.2.4.1. The District shall provide for leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 10.2.4.2. A teacher returning from such leave of absence shall return to the position previously held.
- 10.2.5. **Sick leave bank** — The Union and the District agree to continue Sick the Leave Bank.
- 10.2.5.1. Participation shall be voluntary, but permitted for all tenure-track teachers covered by this agreement and included in the bargaining unit.
- 10.2.5.2. Each teacher 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.
- 10.2.5.3. Eligibility is limited to teachers having accumulated fifteen (15) or more sick leave days at the time they join.
- 10.2.5.4. The Union and the District Governing Committee 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.
- 10.2.5.5. If the District and the Union deem the Bank inoperable, the Governing Committee shall return to teachers those days contributed or the remaining fraction thereof.
- 10.2.6. **Military leave** — Teachers shall be entitled to eighteen (18) days paid leave of absence for temporary active duty or active duty for training in any unit of the United States Reserves or the California State National

Guard, or for medical examination related to such duty, so directed by written orders signed by the teacher's unit commanding officer or officer-in-charge.

- 10.2.7. **Leave of absence as an exchange teacher** — Such leaves shall be governed by the provisions of the Education Code.
- 10.2.8. **Leave for medical examination** — A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District. The cost of such examinations shall be borne by the District. For the purpose of securing an X-ray or tuberculin test, as required by the Education Code, a teacher may be permitted by the principal to absent himself/herself from school for the necessary period of time.
- 10.2.9. **Jury duty or court appearance**
- 10.2.9.1. A teacher who is called to report for jury duty shall be excused for that purpose without loss of pay.
- 10.2.9.2. Members of the unit shall be entitled to leave without loss of pay to appear in court as a subpoenaed witness, other than a litigant, or to respond to an official order from duly authorized government agencies.
- 10.2.9.3. The teacher shall submit his or her jury fee, less any necessary expenses, to the District.
- 10.2.10. **Bereavement leave**
- 10.2.10.1. **Immediate family** — Teachers shall have bereavement leave for three (3) consecutive days, upon application, without loss of salary, for a death in the immediate family. Immediate family shall include parents (or any person who has actually served in the capacity of parent), grandmother, grandfather or grandchild of the teacher, or the spouse of the teacher, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, parents-in-law, or any relative living in the immediate household of the teacher, including a domestic partner. When the funeral in connection with the death necessitates travel time during school days, additional time, not to exceed two (2) days shall be granted.
- 10.2.10.2. **Second-degree relatives** — Upon application, members of the bargaining unit shall receive one (1) day without loss of salary to attend the funeral of a second-degree relative. Second-degree relatives shall include uncles, aunts, nephews, nieces, first cousins, brothers-in-law, and sisters-in-law.
- 10.2.11. **Sabbatical leave for permanent teachers**
- 10.2.11.1. **Sabbatical leave requirements**
- 10.2.11.1.1. **Service** — Sabbatical leaves must be preceded by at least seven consecutive years of teaching service, all of which shall have been



full-time service in the San Francisco Unified School District. For contractual employees initially hired by the District on or after July 1, 1998, "full-time service" is defined as tenure track service. Qualifying service shall be construed as being in paid District status for seventy-five (75%) of the teaching days in each school year. Failure to be in paid District status for seventy-five (75%) of the teaching days in any given year due to being on an unpaid leave shall not constitute an interruption in the seven (7) consecutive year period.

- 10.2.11.1.1.1. Pursuant to Education Code 44969 applicants granted a sabbatical leave are required by law to render a period of service in the employ of the Governing Board of the district following his/her return from the leave of absence which is equal to twice the period of the leave. The employee will furnish a suitable bond indemnifying the Governing Board of the District against loss in the event that the employee fails to render the agreed upon absence. The bond shall be exonerated in event the failure of the employee to return and render the agreed upon period of service is caused by the death or physical or mental disability of the employee.
- 10.2.11.1.1.2. **Sabbatical leaves for study** — A teacher shall complete at least eighteen (18) semester units of work during a sabbatical year. Not less than seven (7) semester units shall be completed during each semester while on such leave, and no more than two (2) semester units of summer school credit shall be counted. These courses shall be exclusive of correspondence courses. Transcripts or other evidence of completion shall be submitted to the Personnel Office within sixty (60) days of the teacher's return to duty.
- 10.2.11.1.1.3. **Sabbatical leaves for travel**
  - 10.2.11.1.3.1. Teachers on sabbatical leave for travel shall remain in travel status at least seventy-five percent (75%) of each semester of leave granted.
  - 10.2.11.1.3.2. The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel.
- 10.2.11.1.1.4. **Sabbatical leaves for a special project** — A teacher shall submit with the application a one (1) page proposal outlining the nature, method and objective of the project. Effort should be made to demonstrate that the project is of comparable value to eighteen (18) units of college study. The proposal shall include a description of the final report or work envisioned and the name of the project supervisor. This latter shall be either an administrator in the District or a faculty member at an accredited college or university who has

agreed to supervise the teacher's project. It shall be this person's duty to certify in writing completion of the project to the Human Resources Department within sixty (60) days of the teacher's return to duty.

- 10.2.11.1.5. **Sabbatical leaves for retraining** — A teacher shall comply with the rules governing a sabbatical leave for study (see 10.2.11.1.2 above.) In addition, a credential or appropriate certificate in the retraining subject area shall be filed with the Human Resources Department. Since this sabbatical requires attainment of a new credential or certificate and since most credential programs require more academic work than can normally be completed in a single year of study, it is anticipated that applicants for this sabbatical will have already completed a substantial portion of the course work prior to commencement of the sabbatical. Exceptions to the requirement to acquire a credential may be made in areas of need, including but not limited to, computer science, mathematics or science.
- 10.2.11.1.6. **Abridgment** — Sabbatical leaves may be abridged for illness, injury or other good cause.
- 10.2.11.2. **Sabbatical leave applications**
  - 10.2.11.2.1. Applications must be submitted to the Human Resources Department for approval. Applicants with unsatisfactory evaluations in the year of application shall be subject to approval by the Personnel Office.
  - 10.2.11.2.2. Qualifying applicants shall be placed in rank order on a single list according to the length of time since the termination of any previous sabbatical leave, or, if no previous sabbatical leave has been granted, in order of the length of time since the beginning of probationary or continuous long-term substitute service immediately preceding appointment as determined by the District for salary purposes. In the event the cutoff point falls among two (2) or more applicants, each of whom has equal precedence, all of such group shall be approved.
  - 10.2.11.2.3. Sabbatical leaves shall be granted for one (1) year or one-half year (1/2 year).
  - 10.2.11.2.4. In a case of demonstrated need (*e.g.* a specific college program), a teacher shall have the option to "split" a sabbatical by taking one semester in one school year and another semester a subsequent school year within an overall span of three school years.
  - 10.2.11.2.5. A partnership sabbatical shall be defined as two (2) teachers who have been partnership teaching and apply to share a one year sabbatical. During the sabbatical year one teacher shall be on sabbatical the first semester and teach the second semester and the

other partnership teacher shall teach the first semester and be on sabbatical the second semester.

- 10.2.11.2.6. The percentage of sabbatical leaves granted for a school year shall be the same as the net COLA percentage increase that the District received from the State in the prior year. In no event, however, shall the percentage of sabbatical leaves granted be less than 1% or more than 2%. Two (2) one-half year sabbaticals shall be counted as a single sabbatical leave for the purposes of this section.
  - 10.2.11.2.7. The Head of Human Resources shall consult with a committee of teachers appointed by the Union to establish educational standards for sabbaticals.
  - 10.2.11.3. **Payment on sabbatical** — Teachers on sabbatical leave shall be paid at the rate of sixty-percent (60%) of their entitled annual salary, and fringe benefits as though teaching full-time.
  - 10.2.11.4. **Return from sabbatical** — A teacher returning from sabbatical leave shall return to the school to which the teacher was assigned, or would have been assigned had the teacher not been on sabbatical leave. In the case of a teacher who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the teacher's position to which he/she would normally return.
- 10.2.12. **Part-time/partnership teaching**
- 10.2.12.1. Teachers may apply for part-time or partnership teaching. Part-time teaching shall be defined as less than full-time. Partnership teaching shall mean two (2) teachers sharing one (1) full-time teaching assignment. Part-time and partnership teaching approvals shall not exceed a total of two hundred (200) teachers in a given school year.
  - 10.2.12.2. Full-time teachers who are subsequently approved for part-time or partnership teaching shall have fringe benefits consistent with full-time teachers and shall accumulate service time as though they were teaching full-time for the purpose of advancing on the salary schedule or becoming eligible for sabbatical leave. Part-time and partnership teaching assignments may be renewed annually upon mutual agreement between the teacher, the Human Resources Department and the site administrator.
  - 10.2.12.3. **Half-time teaching** — Half-time teaching schedules shall be arranged by agreement with the teacher and the site administrator, and the Human Resources Department. Daily half-time service for secondary teachers shall mean teaching three (3) periods one semester and being assigned two (2) periods and a preparation period the other semester. Unless otherwise agreed, periods taught in secondary schools shall be consecutive.

10.2.13. **Miscellaneous**

- 10.2.13.1. A teacher on unpaid leave of absence may continue health and welfare benefits, the expense for such benefits to be borne by the teacher, subject to approval of the insurance carrier. Arrangement shall be made with the carrier regarding payments.
- 10.2.13.2. Teachers on leave shall be eligible to participate in staff development opportunities without remuneration.
- 10.2.13.3. **Resignation** — A teacher's written offer of resignation shall be deemed accepted when filed with the Board, Superintendent, or the Human Resources Department except that if the teacher files a written revocation of his/her offer of resignation within three (3) District office working days after its filing it shall be deemed revoked. The Board of Education shall fix the effective date of resignation no later than June 30 of the school year in which the resignation was offered. The District shall make a good faith effort to notify the Union within twenty four (24) hours of a teacher's written offer of resignation unless a teacher affirmatively requests confidentiality.

10.3. **Leaves — temporary, categorical and emergency teachers**

- 10.3.1. Temporary, categorical or emergency teachers shall be awarded sick leave on the basis of five (5) days sick leave per semester of appointment. This allowance may be carried over to future temporary, categorical, emergency, or probationary appointments in the District.
- 10.3.2. Temporary, categorical or emergency teachers shall receive a maximum of six (6) months of Industrial Accident leave.
- 10.3.3. **Extended sick leave**
  - 10.3.3.1. After using all earned and accumulated sick leave, a teacher who has exhausted his or her sick leave for a single illness or accident shall have up to 100 days of extended sick leave for said illness or accident. A teacher on extended sick leave shall receive his or her own pro rata salary minus the per diem rate of a substitute teacher.
  - 10.3.3.2. A teacher who has exhausted his/her extended sick leave and is unable to return to duty shall be granted unpaid leave of absence for up to one year. Extensions may be granted by the Board of Education. Such a teacher may qualify for Long-Term Disability benefits under the provisions of this contract.
  - 10.3.3.3. A teacher returning from an extended sick leave of one (1) year or less has the right to return to his/her previous assignment if it has not been filled by a probationary or tenured teacher.
- 10.3.4. **Jury duty or court appearance** — A Temporary, categorical or emergency teacher who is summoned for jury duty shall be excused for that purpose without loss of pay. The long-term substitute teacher shall

submit his/her jury fee, less any travel allowance, to the District. Temporary, categorical or emergency teachers shall be entitled to leave without loss of pay to appear in court or other governmental tribunal as a subpoenaed witness, other than as litigant, or to respond to an official order from a duly authorized government agency.

**10.3.5. Bereavement leave**

- 10.3.5.1. Temporary, categorical or emergency teachers shall have bereavement leave for three (3) consecutive days, upon application, without loss of salary, for a death in the immediate family. Immediate family shall include parents (or any person who has actually served in the capacity of parent), grandmother, grandfather or grandchild of the teacher, or the spouse of the teacher, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, parents-in-law, or any relative living in the immediate household of the teacher, including a domestic partner.
- 10.3.5.2. When the funeral in connection with the death necessitates travel time during school days, additional time, not to exceed two (2) days shall be granted.
- 10.3.5.3. Upon application, temporary, categorical or emergency teachers shall receive one (1) day without loss of salary to attend the funeral of a second-degree relative. Second-degree relatives shall include uncles, aunts, nephews, nieces, brothers-in-law, and sisters-in-law.

**XI — Salaries, Increments, and Classification Changes**

- 11.1. For tenure-track teachers not serving the full school year, *per diem* rates will be based on the annual salary that would be earned at a given classification and rating by a teacher who served for the full school year.
- 11.2. **Cost of living salary adjustments**
  - 11.2.1. **Salary adjustments — 1998-1999**
    - 11.2.1.1. From the March 11, 1998 Agreement: The 1996-7 salary schedule shall be increased by 3%, retroactive to July 1, 1997. Effective the last month of the fiscal year (June 1998), the salary schedule for 1997-98 that has been in effect since July 1, 1997, shall be replaced by a salary schedule that is 8% higher than the 1996-97 salary schedule.
    - 11.2.1.2. Negotiations for possible dependent health insurance coverage contributions by the District shall occur, as described herein. Said negotiations, however, shall not occur unless the District receives in 1998-99 more of a net increase in the Base Revenue Limit/Average Daily Attendance (BRL/ADA) than was projected as of March 11, 1998, as the COLA for 1998-99, based upon the Governor's budget proposal of January 10, 1998.

- 11.2.1.3. If more discretionary and unrestricted State income is received, the 50% total of the excess above the Projected COLA referred to in Section 3.2 of the March 11, 1998 Teacher bargaining unit tentative agreement may also be utilized for the negotiations described in Section 11.2.1.2. above.
- 11.2.1.4. The District and the Union shall promptly activate the provision of Section 12.8 (Fringe Benefit Committee) for the purposes of possibly modifying the District's fringe benefit program for 1998-99 and beyond.
- 11.2.2. **Salary adjustments — 1999-2000**
- 11.2.2.1. The 1998-99 salary schedule shall remain in full force and effect for the 1999-2000. If any other certificated bargaining unit or either of the District's miscellaneous classified employee bargaining units receives a salary increase for 1999-2000, the District and USEF shall promptly reopen salary negotiations for 1999-2000, for the purpose of granting a comparable salary increase.
- 11.2.2.2. Effective July 1, 1999, the salary schedule for teachers who meet the qualifications listed in Education Code Section 45023.1 (fully credentialed beginning teachers making less than \$32,500) shall be that shown in Appendix B.
- 11.2.3. **Salary adjustments — 2000-2001**
- 11.2.3.1. Effective July 1, 2000, the salary schedule for teachers who meet the qualifications listed in Education Code Section 45023.1 (fully credentialed beginning teachers making less than \$34,000) shall be that shown in Appendix B
- 11.2.3.2. The salary schedule as of July 1, 2000 for K-12 teachers who do not meet the definition of Education Code Section 45023.1 will be the salary schedule that was in effect June 30, 2000.
- 11.2.3.3. The salary schedules for fully credentialed and regularly assigned K-12 teachers, based upon 184 days of annual service, shall be implemented effective pay period 20 (9/21/2000). The only paid absence provisions of the agreement, with appropriate documentation, that will be available to K-12 teachers on the three (3) days of staff development buy-back shall be bereavement and jury duty/court appearance. For an illness absence on said three (3) days, the K-12 teacher shall be required to provide a physician's verification of the illness in order to receive salary payment; personal necessity leave shall not be available on said three (3) days of staff development.
- 11.2.3.4. The 184 day work calendar is dependent upon the funding provisions of Education Code Section 44579.1. In the event that the current State funding level for three (3) days/year of staff development activities for classroom teachers is rescinded, the K-12 teacher salary schedule and

work year shall revert to 181 days. If said funding is reduced, the K-12 teacher work year and salary schedule shall be modified proportionately.

- 11.2.3.5. Effective pay period 14 (July 1, 2000) the Child Development Program (CDP) salary schedules shall be increased for 2000-2001 by 5%. Effective pay period 02 (December 21, 2000), the CDP salary schedules shall be increased by an additional 4%. Effective pay period 12 (May 21, 2001) the 2000-01 salary schedules shall be increased by an additional 1%.

- 11.3. **1998-2001 salary schedules** — See Appendix B.

- 11.4. **Classification changes**

- 11.4.1. Members of the bargaining unit who meet the requirements for a classification change for any school year shall receive such changes effective July 1. Those teachers hired on or after July 1, 1993, shall receive such changes effective September 1.
- 11.4.2. Credit earned in the following manner will be acceptable for salary classification purposes:
  - 11.4.2.1. Accredited university or college courses
  - 11.4.2.2. In-services courses, equivalent to college or university courses, approved in advance for a specified number of units.
  - 11.4.2.3. Courses in specialized schools, if approved in advance.
  - 11.4.2.4. Teaching an in-service course for which no monetary compensation is given, provided the course is approved in advance, and further, that the number of credits allowable shall not exceed twice the credit granted the participants.

- 11.5. **Official transcripts**

- 11.5.1. An official transcript of record of college or university work and an official record of in-service work and courses in specialized schools shall be submitted to verify completion of credit used for salary classification. All such records must be filed in the Human Resources Department in order to qualify for classification purposes. For a change of classification for a school year, credit must be earned and courses completed before the first school day of the given school year. Transcripts and other documentation of credit must be received no later than December 1 of the year a change of classification will be made.
- 11.5.2. For fall term appointees, filing of such official transcript of record for work completed before the opening of the fall term of any year may be made at any time prior to December 1 of the same year in order to qualify for classification purposes. For spring term appointees, work

completed before the opening of the spring term may be submitted at any time prior to April 1 of that year.

- 11.5.3. The dates referred to in this section for the filing of official transcripts may, for good cause, be extended on recommendation of the Superintendent and approval by the Board of Education.
- 11.5.4. For the classifications “Bachelor Degree plus 30 Semester hours” and “Bachelor Degree plus 60 Semester Hours” semester hours counted will include verified college or university work earned before the Bachelor degree was granted if the work has been clearly designated as “graduate” and if the units were not used to satisfy undergraduate requirements.
- 11.6. **Ratings on salary schedules**
  - 11.6.1. Members of the bargaining unit who meet the requirements for an increment (one rating increase for a complete school year of service) for any school year shall receive that increment during that school year effective the same date as the percentage salary increase.
  - 11.6.2. Tenure-track teachers whose hire date is on or after July 1, 1990, shall start with Rating 2 counting for the first year of experience.
  - 11.6.3. **Career increments — K-12 teachers**
    - 11.6.3.1. A member of the bargaining unit who is placed at the top rating in a classification having a Career Increment A shall be entitled to placement at Career Increment A after having served three (3) complete school years during which final placement was the top rating of that classification.
    - 11.6.3.2. A member of the bargaining unit who is placed at Career Increment A shall be entitled to placement at Career Increment B after having served three (3) complete school years during which final placement was at Career Increment A.
    - 11.6.3.3. A member of the bargaining unit who is placed at Career Increment B shall be entitled to placement at Career Increment C after having served three (3) complete school years during which final placement was at Career Increment B.
    - 11.6.3.4. A member of the bargaining unit who is placed at Career Increment C shall be entitled to placement at Career Increment D after having served three (3) complete school years during which final placement was at Career Increment C.
  - 11.6.4. **Career increments — Child Development Program teachers**
    - 11.6.4.1. Teachers whose effective date of employment is on or after August 1, 1986, shall be placed only on Salary Classifications IV through VI as defined in Appendix B. based upon credits earned.



- 11.6.4.2. Career increments A, B, C, and D shall be part of Classification VI as defined in Appendix B.
- 11.6.4.2.1. A teacher who is placed at Rating 14 shall be entitled to placement at Career Increment A after having served three (3) complete school years during which final placement was at Rating 14.
- 11.6.4.2.2. A member who is placed at Career Increment A shall be entitled to placement at Career Increment B after having served three (3) complete school years during which final placement was at career Increment A.
- 11.6.4.2.3. A member who is placed at Career Increment B shall be entitled to placement at Career Increment C after having served three (3) complete school years during which final placement was at career Increment B.
- 11.6.4.2.4. A member of the bargaining unit who is placed at Career Increment C shall be entitled to placement at Career Increment D after having served three (3) complete school years during which final placement was at Career Increment C.
- 11.6.4.3. New teachers shall meet a sixty (60) unit minimum requirement for placement at Classification IV.
- 11.6.5. All members of the bargaining unit not at the highest rating of their salary schedules who have served a complete school year shall be entitled to an increment (one rating increase).
- 11.6.6. Any member of the bargaining unit who has completed enough units to move to a higher classification will be placed at the rating corresponding to the teacher's total years of teaching experience.
- 11.6.7. **Newly-appointed probationary teachers**
- 11.6.7.1. A newly-appointed probationary teacher shall receive year-for-year credit for verified outside teaching as a full-time permanent or probationary teacher, limited contract teacher or long-term substitute. Verified experience for teachers appointed to the area of pupil services shall include service with a public or private agency in a position requiring experience with school-age children and their parents and/or teaching experience. Nutrition education teachers shall receive credit to a maximum of five (5) increments for previous full-time work experience in the field of nutrition.
- 11.6.7.2. At the time of probationary appointment, if such teacher has previously served in the San Francisco Unified School District, he/she shall be placed in the appropriate classification and shall be allowed credit for increment purposes on the basis of one (1) increment for each year of service as a regularly assigned teacher.

- 11.6.7.3. Newly-appointed teachers will be placed at the rating one greater than the number of years of credit. Whenever a “year” is referred to in determining credit for outside or former teaching experience, it is hereby defined as not less than seventy-five percent (75%) of the service which the college or school district in which the instructor or teacher was formerly employed required of regular full-time instructors or teachers. Outside teaching experience in more than one (1) college or school district in any one (1) school year may be combined for granting such outside credit.
- 11.6.8. **Temporary, categorical or emergency teachers** —
- 11.6.8.1. Teachers hired after July 1, 2000 who do not meet the credential requirements of Education Code Section 45023.1 shall be placed on the emergency and intern teachers salary schedule. The salary schedule for said teachers shall be limited to five ratings.
- 11.6.8.2. One (1) year’s credit on the schedule in Appendix B. shall be given for two (2) consecutive semester assignments in the same school or two different schools within the District.
- 11.6.9. **Substitute teachers**
- 11.6.9.1. Substitute teachers who work seventy-five (75) assignments in one school year shall receive the daily pay set forth in Appendix B. The 75 day rate shall be retroactive to their first day of service in that school year. They shall continue at this pay level the following school year and each succeeding school year provided they work 75 assignments during the preceding school year.
- 11.6.9.2. K-12 substitute teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher shall be paid a \$20 daily bonus (\$22 per day effective September 21, 2000). The bonus shall be retroactive to the first day of the assignment. See Appendix B for the daily bonus rate.
- 11.6.9.3. On a pilot basis for the 2000-2001 school year, the following classification and pay rate shall be established as of September 21, 2000, for random assignments of K-12 substitute teachers: less than 35 days/year \$115; 35 to 70 days/year \$125; 71 to 120 days/year; and 121 or more days per year \$145. For random Child Development Program substitute assignments, the hourly rates for said increments/year shall be \$16.44, \$17.89, \$19.33, and \$20.76.
- 11.6.9.3.1. The parties shall evaluate the effectiveness of this pilot program in the Spring of 2001 to determine if it should be continued or modified for 2001-02 and beyond.
- 11.6.9.3.2. For the 2000-2001 school year, teachers who worked at least 75 assignments in 1999-2000 shall be paid initially at rate Level 3 (i.e. \$135/day or \$19.33/hour.)

11.7. **Vocational teachers**

- 11.7.1. A non degree teacher who is the holder of a valid vocational teaching credential and who is employed to teach vocational education under said credential in a regular full-time position shall be considered as having the equivalent of a bachelor degree for the purpose of placement on the salary schedule. Only professional preparation credits as defined by California Administrative Code, Title 5, as were earned as part of the requirement for such credential, if taken prior to acquiring the credential, shall be accepted for the purpose of classification advancement. All credits earned after the granting of such credential shall be accepted for the purpose of such classification advancement.
- 11.7.2. A non degree teacher who is the holder of a valid vocational teaching credential and who is employed to teach vocational education under said credential in a regular full-time position shall be placed no lower than the tenth (10th) rating. Higher placement may be approved by the Board of Education. Increment advancement thereafter shall be in accordance with the terms of this agreement.
- 11.8. A teacher shall receive an authorized increment based solely on service for a completed school year as defined in the following: A completed school year for salary increment purposes shall be at least seventy-five percent (75%) of the required days for any school year as a probationary or permanent teacher, long-term substitute, or limited contract teacher, or any combination thereof. Absence for any cause shall be considered for salary purposes as time not served, except in the following instances for eligible teachers:
  - 11.8.1. military leave;
  - 11.8.2. exchange teaching;
  - 11.8.3. sabbatical leave;
  - 11.8.4. when compensation is granted under the provisions of the Workers' Compensation Act;
  - 11.8.5. excused absence when appearing as a witness;
  - 11.8.6. absence with pay to attend a funeral as defined in this contract;
  - 11.8.7. illness or personal necessity days chargeable against accumulated earned sick leave;
  - 11.8.8. absences pursuant to Education Code Section 44981 relating to emergency leaves;
  - 11.8.9. all absences for which the teacher received full pay.

- 11.9. **Increment credit for sabbatical or study leave**
- 11.9.1. Teachers who acquire eighteen (18) accredited university or college (semester) units during one (1) sabbatical leave year from the School District shall be credited with one (1) complete school year of teaching service for salary increment purposes.
- 11.9.2. Teachers who fulfill the requirements of a sabbatical leave under the “retraining” part of the sabbatical leave section contained in this contract shall be credited with teaching service time for salary increment purposes.
- 11.9.3. Teachers who take leave of absence without pay for one (1) or two (2) semesters for study and who have complied with the study requirements for sabbatical study leave will be granted salary increment.
- 11.9.4. Teachers who carry out an approved year’s program of sabbatical leave travel shall be credited with one (1) complete school year of teaching service for salary purposes.
- 11.9.5. Teachers granted sabbatical leave for a year’s full-time study under the provision of a college or university for non-unit work such as the preparation of a thesis to meet doctoral requirements shall be credited with one (1) complete school year of teaching service for salary increment purposes, provided the program is carried out with the approval of the Human Resources Department.
- 11.9.6. Teachers granted sabbatical leave for a special project for a year shall be credited with one (1) complete school year of teaching service for salary purposes. It shall be the teacher’s duty to certify in writing completion of the project to the Human Resources Department within sixty (60) days of the teacher’s return to duty.
- 11.9.7. Any sabbatical leave granted for reasons not set forth above shall not be granted increment credit.
- 11.10. **Sabbatical leave** — A teacher on a full year, “split”, or partnership sabbatical shall be paid at the rate of sixty per cent (60%) of annual salary.
- 11.11. **Differentials**
- 11.11.1. The position of head counselor/dean in middle and high school shall be paid a differential of 11% of Classification III, Rating 12, in addition to the salary received as a teacher. The required days of service shall be five (5) days longer than the teachers’ calendar.
- 11.11.2. A department head in secondary schools or athletic director in high school shall be paid a differential in addition to the salary he/she receives as a teacher. This differential shall be .05 of the Classification

III, Rating 12, salary. The required days of service shall be five (5) days longer than the teachers' calendar.

- 11.11.2.1. Athletic directors who do not also serve as department heads in high schools and where twelve (12) or more Academic Athletic Association teams are fielded shall receive the differential specified in Section 11.11.2.
- 11.11.2.2. Department heads who also serve as athletic directors in high schools shall receive the differential specified in Section 11.11.2. for their department head work and the extended day pay rate for their athletic director work.
- 11.11.3. A dean, head counselor, or other unit member serving in place of an absent principal, or assistant principal shall receive as additional compensation the following amounts:
  - 11.11.3.1. in place of a principal ..... \$25.00
  - 11.11.3.2. in place of an assistant principal ..... \$15.00
- 11.11.4. Nurses employed by the District shall be remunerated according to Appendix B. No Public Health Nurse employed by the District shall receive a reduction in his/her current salary as a result of the above.
- 11.11.5. A teacher assigned to work at Log Cabin High School in La Honda shall be entitled to payment of a seven and one-half percent (7.5%) salary differential.
- 11.11.6. When a member of the bargaining unit is assigned by action of the District to serve more days than the required number of days within the period of the school calendar for his/her division, he/she shall be paid on the basis of his/her annual salary prorated to assigned days served.
- 11.11.7. A Child Development Program lead teacher serving in place of a Site Manager shall be compensated as follows:
  - 11.11.7.1. In a day-to-day assignment for an absent Site Manager, \$15.00 per day; or
  - 11.11.7.2. On a permanent assignment where there are two (2) Centers under a single Site Manager, a differential of .06 of Classification IV, Rating 10.
  - 11.11.7.3. Substitute lead teachers shall replace lead teachers at the daily rate of \$15.00 per day.
  - 11.11.7.4. In a Parent Cooperative Children's Center, the District may utilize two (2) said lead teachers in lieu of a Site Manager and one (1) substitute lead teacher; if the District utilizes the said alternative, both lead teachers shall be compensated under the provisions of Sections 11.11.7.2. above.
- 11.11.8. **National Board for Professional Teacher Standards (NBPTS)**  
Commencing July 1, 2000, a teacher who holds current NBPTS certifica-

tion shall receive an added annual salary payment of \$5,000 above regular salary schedule placement.

- 11.11.9. **Nurses, Social Workers and Supervisors of Child Welfare and Attendance** Nurses, Social Workers and Supervisors of Child Welfare and Attendance shall be assigned to a 184 day work calendar by the District, beginning July 1, 2000. Said Salary schedule shall reflect per diem pay for the added days of service.
- 11.11.10. **Psychologists and Speech Pathologists** Psychologists and Speech Pathologists shall be assigned to a 191 day work calendar by the District and shall be placed on the same salary schedule, beginning July,1 2000. Said salary schedule shall reflect per diem pay for the added days of service.
- 11.11.11. **Recruitment Incentive Program** Effective for the 2000-01 school year, the District shall offer the following-Recruitment Incentive Program in order to help attract and retain the best fully credentialed (as defined in Education Code Section 45023.1) candidates available to fill vacancies for District teaching assignments, and/or locations especially those that have been designated as “hard to fill”.
  - 11.11.11.1. By April 1, the Union and the District shall develop an objective process to identify those assignments/locations that will be “hard to fill” for the following year; for 2000-01, this designation shall be made retroactively.
  - 11.11.11.2. Candidates initially hired for said 2000-01 assignments/locations, and who remain therein during District employment, shall receive up to \$2,500.00 in extra compensation, to be paid in the following manner:
    - 11.11.11.2.1. The teacher hired into a “hard to fill” assignment/location shall receive a lump sum payment of \$500.00 at the end of the first year of District service;
    - 11.11.11.2.2. The teacher shall receive a lump sum payment of \$500.00 at the end of the second year of District service;
    - 11.11.11.2.3. The teacher shall receive a lump sum payment of \$1,500.00 at the end of the third year of District service;
    - 11.11.11.2.4. For the fourth year of District service and beyond, the teacher shall be compensated according to his/her step and column placement on the District salary schedule for fully credentialed teachers in SFUSD.
  - 11.11.11.3. As an incentive, in addition to the provisions of items 11.11.9.1 & 11.11.9.2 above, teachers who hold, or who are eligible for, a preliminary or clear California credential shall be granted one (1) additional experience step upon initial employment, up to step 12, if assigned to an area authorized by said credential.

11.11.11.4. For 2001-02 and beyond, the District and the Union shall meet and negotiate regarding future modifications of the Recruitment Incentive Program described herein.

11.12. **Hourly pay**

11.12.1. Hourly rates for extended hours, extra curricular activities, coaching, home bound, driver training and other service shall be increased during this contract by the same percent as the salary increases set forth above.

11.12.2. The District's current allocation of hours for the coaching of team sports shall be maintained.

11.12.3. The District's current allocation of hours for co-curricular activities shall be maintained.

11.12.4. Rates of Pay. See Appendix B.

11.13. **Payment policy**

11.13.1. A full-time tenure-track teacher, hired before July 1, 1993, who is a member of the bargaining unit on an annual salary basis and who has served a complete school year as teacher, shall be paid in twelve (12) equal monthly installments.

11.13.2. Effective with the 1993-94 school year, a full year K-12 regular program tenure-track teacher new to the District or a certificated teacher whose leave of absence granted by Board action expired after the close of a spring term and before the opening of a fall term shall be paid in ten (10) monthly warrants with each one equal to 1/12 of his/her annual salary, followed by an eleventh check equivalent to 1/6 of his/her annual salary to be paid during the month of July.

11.13.3. A part-time teacher who is a member of the bargaining unit on an annual salary basis shall be paid on the basis of the annual entitlement divided into ten (10) equal installments.

11.13.4. Effective with the salary warrant which would normally have been issued on February 1, 1993, the District agrees that said warrant, plus all subsequent monthly warrants shall be issued on the last District working day of the month, with the exception that the payment for the month of November shall be issued on December 1 of any year, and the payment for the month of December shall be issued on January 1 of any year.

11.13.5. When a tenure-track teacher serves less than a full school year, the amount to be deducted is as provided in the State Education Code, Section 45041.

11.13.6. The "average daily rate" as applied to annual salaries of regularly assigned teachers is determined as provided in the State Education Code,

Section 45041. Long-term substitute teachers shall be paid as provided in the State Education Code Section 45041.

- 11.13.7. Any excess salary payment made to a tenure-track teacher during the school year shall be reimbursed to the District according to the following schedule:
  - 11.13.7.1. If the teacher is notified of the excess by November 15, the repayment shall be completed by the following June 30.
  - 11.13.7.2. If the teacher is notified of the excess by April 15, the repayment shall be completed by the following December 31.
- 11.13.8. Day-to-day substitute teachers shall be paid monthly according to the same schedule as other certificated employees.
- 11.14. **Reimbursement for travel** — Teachers 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 non-taxable mileage rate in effect on July 1 of each year, except for the teacher's normal commute between his/her home and his/her first/last school. Teachers required to pick up, deliver, or return school related equipment or supplies shall be reimbursed with authorization by the immediate supervisor.

## **XII — Fringe Benefits**

The District agrees to continue the following fringe benefits for regularly assigned teachers and certain substitute teachers throughout the duration of this contract unless specifically modified by mutual agreement.

- 12.1. **Health insurance** — The Board shall provide all regularly assigned teachers a paid service health plan, including prescriptions. Teachers select one of the health plans available through the Health Service System, City and County of San Francisco, and contribute at the rates applicable to the selected plan. The District contributes to the rate for each teacher as provided by the City Charter. (The contribution by the District will be the maximum allowed under City Charter.)
  - 12.1.1 Effective July 1, 2000, the District shall make the following monthly (twelfthly) 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 classification (or combination thereof) and who has been receiving an employee-only premium contribution by the District.



- 12.1.2. Effective July 1, 2000 or July 1, 2001, it is the intention of the District and the Union to offer medical insurance coverage through CalPERS. The parties shall develop the appropriate provisions to implement this intended modification.
- 12.1.2.1. The parties shall meet and negotiate the application of these fringe benefit modifications to retirees.
- 12.1.3. For a possible implementation date of October 1, 2000, the District and the Union shall make medical insurance coverage available to certain substitute teachers who satisfy the conditions described in Section 28.11.
- 12.2. **Dental plan** — A fully paid dental plan, including orthodontia coverage shall be provided by the District for regularly assigned teachers and dependents. The plan shall be Delta Dental. For new teachers the coverage shall be seventy (70) percent for the first year and increase annually ten (10) percent to 100 percent full coverage. Current teachers who have reached 100 percent will remain at that level. The annual maximum of coverage is \$1,500. Effective November 1, 1992, the District's current dental benefit plan shall be modified to include domestic partners.
- 12.3. **Group life/Accidental death and dismemberment** — A group life and accidental death and dismemberment policy providing \$20,000 level term insurance with coverage to 65 years of age, retirement or separation from employment, plus \$15,000 accidental death benefit will be provided to regularly assigned teachers with the District paying full premium. The prepaid life insurance program (early retirement plan) shall be self insured and administered by the District.
- 12.4. Married regularly assigned teachers who are both employed by the District shall have full individual coverage.
- 12.5. **Salary protection insurance/Group long-term disability** — The District shall provide all regularly assigned teachers with a fully paid Income Protection Plan. This program provides benefits after accident or illness.
- 12.6. **Tax-sheltered annuities** — Regularly assigned teachers may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.
- 12.7. **SDI at employee expense** — Substitute teachers shall be required to participate in the State Disability Insurance Plan in accordance with elective coverage of the California Unemployment Insurance Code.
- 12.8. The Union and District 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.

- 12.9. The District and Union shall form a joint committee of equal representation to investigate and/or implement ways of providing housing assistance for new bargaining unit members.

### **XIII — Liability Insurance**

- 13.1. Members of the bargaining unit shall receive liability insurance benefits at the expense of the District. Liability insurance coverage shall be limited to the terms and conditions of the insurance policies and shall include the following:
  - 13.1.1. \$10,000,000 liability per occurrence in cases of bodily injury and property damage to third parties.
  - 13.1.2. \$5,000,000 for errors or omissions (malpractice).
  - 13.1.3. \$10,000,000 per occurrence in case of accidents proximately caused by District-owned automobiles.
- 13.2. The above benefits are limited to liability arising from and within the course and scope of employment for activities, duties, and responsibilities on the behalf of the District.
- 13.3. Authorized and approved field trips shall be covered by District liability insurance.
- 13.4. Teachers shall be covered for all costs and expenses necessarily incurred in defending against civil actions covered under the liability insurance provided.

### **XIV — Health And Safety**

- 14.1. The Union and the District agree that the right to personal safety and recognized standards for healthful conditions on school premises and a learning environment free from unnecessary disruption are priority considerations.
  - 14.1.1. Each work site to which teachers are regularly assigned shall have a comprehensive safety and disaster plan, which shall be updated annually by October 1 of each school year.
    - 14.1.1.1. 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.
    - 14.1.1.2. Safety notices required by law shall be conspicuously posted at all District work sites in places frequented by teachers.

- 14.1.1.3. The District and the Union shall jointly develop a safety checklist and procedures to provide safe and non-hazardous working conditions for the teachers 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 teachers and their students.
- 14.1.1.4. Whenever the Public Health Department advises the District to notify teachers regarding contagious diseases the District shall promptly provide such information.
- 14.1.1.5. Teachers shall not be required to participate in work activities under conditions which may physically endanger their personal safety or well-being.
- 14.1.1.6. 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 teachers 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 teacher or Building Representative that there has been a violation of the safety 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.
- 14.1.1.7. All teachers, 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.

**14.2. Bodily harm, reimbursement**

- 14.2.1. Pursuant to Section 44014 of the Education Code teachers 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 teacher who may attach his/her own statement thereto.
  - 14.2.1.1. The District shall inform the teacher of his/her rights under the law and shall provide such information in writing.
  - 14.2.2. The District shall provide a copy of each report of attack, assault or menace to the Union.

- 14.2.3. The District shall give direct legal and other related assistance in accordance with applicable law for any assault upon the teacher while acting in the discharge of his/her duties.
- 14.2.4. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave.
  - 14.2.4.1. 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 be treated as judicial appearance leave.
- 14.2.5. The District shall reimburse a teacher 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 teacher. Damage or theft of property in the line of duty does not include damage to or theft of automobiles used solely for commute purposes.
- 14.3 **Labor/Management Health and Safety Committee (LMHSC)**
  - 14.3.1. 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.
  - 14.3.2. The Safety Committee and any experts the parties may designate shall have access to all schools and other District work sites to which teacher 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.
  - 14.3.3. The Safety-Committee may establish sub-committees to deal with special safety, environmental, and health issues.
    - 14.3.3.1. 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.
- 14.4. School sites are non-smoking environments.
- 14.5. At each school site, there shall be at least one (1) lunchroom and/or faculty room and restrooms for the school staff.

- 14.6. **Harmful Chemicals** — Removal and cleanup of hazardous materials shall be handled in accordance with safe environmental conditions and persons specially trained in such procedures when appropriate or upon the validated request of the employee,

## **XV — Staffing And Assignment**

In the interest of effective operation of the schools and equity to members of the bargaining unit, the District agrees that the administration of the transfer process shall be accomplished in the following manner:

### **15.1. Definitions**

- 15.1.1. A transfer, as used in this article, refers to a District action which results in the movement of a tenure-track teacher from one facility to another within the District.
- 15.1.2. A vacancy is any vacated or newly created position for which a probationary teacher may be hired.
- 15.1.3. Reassignment is a subsequent change from grade level in elementary school; and department to department, or at least 50% change in class subjects assigned at the middle school or high school levels. In the case of an itinerant teacher, it is a change in school assignment or additional school assignments.
- 15.1.4. A consolidation is an involuntary transfer for the reason that there are more permanent teachers assigned to a site or program than the teacher allocation can support.
- 15.1.5. The procedures and timelines listed below shall apply to all consolidated staff (involuntary transferees), teachers returning from long term leave (RFL) and voluntary transfer applicants.
- 15.1.5.1. By February 15, or within fifteen (15) workdays following the release of the official Staffing Allocation sheets by the District, a posting of known positions shall be circulated to all teachers facing consolidation. The provisions of Section 15.5. shall apply.
- 15.1.5.2. By March 1, or within fifteen (15) calendar days following the posting of positions pursuant to 15.1.5.1, an updated posting of known positions shall be circulated to all consolidated teachers who have not been placed and all teachers returning from leave of absence who have met the March 1 deadline pursuant to Article 10.1.7.1 (Group A), except that no Group A RFL may be placed in a position for which a consolidated teacher is credentialed and qualified. Any consolidated teacher and any Group A RFL may participate in the voluntary transfer rounds and are guaranteed placement.

- 15.1.5.3. By April 1, or within thirty (30) calendar days following the updated posting pursuant to 15.1.2, the posting pursuant to Section 15.3.4.1. shall occur. In years when the spring recess falls in the month of March, five (5) additional days will be added. This posting shall be sent to any consolidated teacher who has not been placed, all Group A and Group B RFL's and all voluntary transfer applicants. No Group B RFL may be placed in a position for which an unplaced consolidated teacher or an unplaced Group A RFL is credentialed and qualified. Consolidated teachers have priority over a Group A RFL.
- 15.1.5.4. Subsequent postings of known vacancies shall be distributed to all unplaced consolidated teachers, all RFL's (Groups A, B and C) and all voluntary transfer applicants. Consolidated teachers shall continue to have priority over all other groups. Group A and Group B RFL's shall have priority over voluntary transfer applicants or Group C RFL's. There is no priority ranking between voluntary transfer applicants and Group C RFL's.

15.2. **General conditions**

- 15.2.1. All teachers employed by the San Francisco Unified School District are district employees, and their initial assignment shall be determined by the District in accordance with law.
- 15.2.2. Probationary teachers shall normally fulfill their full two (2) year probationary period in the same assignment.

15.3. **Teacher-initiated transfer (voluntary)**

- 15.3.1. All tenure-track teachers are eligible to participate in the Teacher - Initiated Transfer process with all completed transfers subject to approval by the Head of Human Resources. Approval or denial of the principal's recommendation shall not be made arbitrarily.
- 15.3.2. During any school year, a teacher who files two self-addressed legal-sized envelopes with the Human Resources Department will be sent lists of positions open for transferees during both the First Posting Period and Second Posting Period.
- 15.3.3. All notices of vacancies shall be posted in all sites and the District Office and shall be sent to the Union. These notices shall be posted for no less than ten (10) work days. All teachers at a site will be notified of each posting.
- 15.3.4. **Regular transfer cycle** — Normally a transfer shall take effect at the beginning of a school year.
- 15.3.4.1. **First posting period** — On April 1, the District will post all known vacancies. All appropriately credentialed teachers may interview for these vacancies.

- 15.3.4.2. **Interview process** — Interviews begin on the date of posting and continue for fifteen (15) working days. All applicants shall be granted an interview. In the event that an RFL is physically unable to participate in a face-to-face interview, a telephone interview(s) may be substituted.
- 15.3.4.3. **Notice** — Each applicant shall be notified in writing of acceptance or denial no later than May 1.
- 15.3.4.4. **Second posting period** — On May 5, the District will post all known vacancies. All appropriately credentialed teachers may interview for these vacancies.
- 15.3.4.5. **Interview process** — Interviews begin on the date of posting and continue for fifteen (15) working days. All applicants shall be granted an interview.
- 15.3.4.6. **Notice** — Each applicant shall be notified in writing of acceptance or denial no later than June 5.
- 15.3.5. **Transfer out of regular cycle** — In the event a vacancy occurs outside the regular transfer cycle, such vacancy shall be posted for a ten (10) day period. Appropriately credentialed applicants shall be interviewed. The notice of acceptance or denial shall normally take place within ten (10) days of the close of posting.
- 15.3.6. The principal shall interview and recommend for transfer from among those teachers who interview. The principal of a secondary school will normally involve the department head or department representative in the interview and recommendation process. Teachers from the Union Building Committee of a school will normally also be involved.
- 15.3.7. **Criteria for voluntary transfer** — The following criteria, in the order listed, shall be used in determining the approval or denial of unit member voluntary transfers, and shall be used in the interview process to determine the principal's recommendation.
  - 15.3.7.1. The program and operational needs of the District. However, the District will not deny a transfer request for this reason to a teacher who has served in a program more than three (3) consecutive years.
  - 15.3.7.2. Affirmative action goals.
  - 15.3.7.3. To provide the unit member an opportunity to be evaluated in a different environment.
  - 15.3.7.4. The qualifications, including the experience and recent training, of the teacher compared to those of other candidates for the position to be filled.
  - 15.3.7.5. In the event that the above criteria appear equal, the transfer decision shall be based upon District-wide seniority.

- 15.3.8. A teacher whose voluntary transfer request has been denied may request in writing and shall receive written reasons for the denial.
- 15.4. **Child Development Program** — A Child Development Program teacher transferring to the K-12 program may proceed according to the provisions of Section 27.13.
- 15.5. **Involuntary transfers**
- 15.5.1. Involuntary transfers shall not be punitive in nature and shall be based on legitimate, educationally-related needs of the District.
- 15.5.2. Selection of tenure-track teachers to be consolidated shall be based on District seniority, credentials, and qualifications, and shall be consistent with the principle of maintaining or improving the racial and ethnic balance at each school site consistent with the racial and ethnic balance of members of the bargaining unit. In the event a permanent teacher replaces a teacher on leave for a period of one year or less, the teacher is assigned to the school only for the term of the leave and shall not have retention rights under this section.
- 15.5.3. Teachers designated to be consolidated shall have the right to indicate preferences from the list of all anticipated openings as indicated in Section 15.3.3. or subsequent openings. The time limits of Section 15.3.4. shall be waived when appropriate to permit such teachers to interview for open positions in lieu of involuntary transfer, *e.g.*, when the District does not notify the teacher until after the deadlines in this section. In filling openings, such teachers shall be given priority over teachers seeking voluntary transfer and over new hires.
- 15.5.4. No teacher shall be involuntarily transferred two (2) consecutive years without the existence of special circumstances equivalent to school closure or elimination of program.
- 15.5.5. A teacher shall not be consolidated if there is a qualified volunteer available.
- 15.5.6. A teacher to be consolidated shall be given reasons in writing. These reasons shall include the names of all less-senior teachers being retained whose programs the teacher being consolidated is credentialed to teach and a description of the program need the retained teacher meets, and/or how the retained teacher maintains or improves the racial and ethnic balance of the staff. Upon request, the UBC shall receive copies of this information.
- 15.5.7. Teachers shall be provided one (1) day released time, upon request, for preparation, prior to the effective date of the involuntary transfer when the transfer is made during the school year.



- 15.5.8. A teacher who is consolidated shall be given prior consideration for the next open position for which the teacher is qualified at the school from which he/she was transferred for a period of one year. If a position opens no later than the time of determining the final staff allocation for the next school year at the school from which the teacher was transferred at the end of the previous school year, the teacher who was consolidated shall be returned.
- 15.5.9. The District shall make good faith efforts to transfer teachers resulting from school closure to the school or schools where the students are assigned as a result of school closure except where the guidelines for racial and ethnic balance in Section 15.5.2 above and qualifications require a different result.
- 15.6. **Reassignments** — In the event that program needs necessitate a reassignment of a tenure-track teacher, volunteers shall be sought and considered from among the teachers at that school who have the requisite credentials and meet the necessary qualifications. If no volunteer is selected the administration shall make the necessary reassignment based on District seniority, credentials, qualifications, and special skills.
- 15.7. **Teacher exchange program** — Any two (2) tenure-track teachers at different sites may request to exchange positions for a school year. Such requests shall have the approval of the site administrator of the two (2) sites involved and shall be made in writing to the Head of Human Resources.

## **XVI — Evaluation**

- 16.0. Successful implementation of the PAR Program and good teaching practice, along with standards previously developed by the Beginning Teacher Support and Assessment program, require adoption of a standards-based evaluation system. The District and Union will develop such a system during the 1999-2000 school year for implementation beginning with the 2000-2001 school year. Said system shall be based upon the California Standards of the Teaching Profession and may require development of appropriate evaluation forms and modification of the rating scale. This effort will require modification of Article 16, Evaluation.
- 16.0.1. The District and Union shall form a committee of equal representation to develop and recommend modifications to Article 16, Evaluation, that include a standards-based evaluation plan based upon the California Standards of the Teaching Profession. This plan shall include appropriate modifications to evaluation forms and timelines. The plan shall also include implementation timelines. Within ten (10) working days of

receipt of the committee's recommendation either the District or the Union shall have the right to request to bargain on said recommendations. Failure to exercise this right shall result in the adoption of the committee's recommendation.

- 16.0.2. The committee shall be reflective of the District's grade levels and work assignments as well as have participation by those who have responsibility for standards and evaluation.
- 16.0.3. It is the desire of the parties that the evaluation system be in limited operation by January 2000, expanding for the 2000-2001 school year and full operation for the 2001-2002 school year.
- 16.1. Both parties agree that the principal objective of evaluation is to assess teacher performance in order to maintain and improve the quality of education in the District. This objective is best met in an atmosphere of mutual respect, shared knowledge of the evaluation process, and trust between the parties to the evaluation.
- 16.2. The teacher has the right to union representation at any conference that the teacher deems necessary and shall give the evaluator reasonable prior notice of said representation. Good faith efforts shall be made by all the parties to schedule conferences in a manner that will allow deadlines to be met.
- 16.3. Every probationary and long-term substitute teacher shall be evaluated by his/her immediate supervisor in writing at least once each school year.
- 16.4. Every permanent teacher shall be evaluated by his/her immediate supervisor in writing every two (2) years, but may be evaluated in consecutive years under the following conditions:
  - 16.4.1. The permanent teacher received a rating of "unsatisfactory" or "improvement needed" on the prior year summary evaluation.
  - 16.4.2. The evaluator has just and sufficient cause for another evaluation.
    - 16.4.2.1. The evaluator shall review the reasons for the evaluation with the teacher.
    - 16.4.2.2. If the teacher disagrees, he/she has the right to request a conference with a Head of Human Resources to present his/her reasons for disagreement. The evaluator may also be present.
    - 16.4.2.3. The Head of Human Resources shall make the final decision.
- 16.5. There shall be a long form and short form evaluation process.
  - 16.5.1. The long form shall be used for:
    - 16.5.1.1. Probationary, limited term, and long-term substitute teachers.
    - 16.5.1.2. Permanent teachers who received an "unsatisfactory" or "improvement needed" rating in their most recent evaluation.

- 16.5.1.3. Permanent teachers who have not had a long form evaluation in the prior five (5) years.
- 16.5.1.4. Permanent teachers who are not certified for a short form evaluation.
- 16.5.2. The short form may be used for permanent teachers who received a “satisfactory,” “highly satisfactory,” or “outstanding” rating in their most recent evaluation, except that at least every six (6) years, each permanent teacher shall have a long form evaluation.
- 16.6. **The long form evaluation of regularly assigned classroom teachers**
  - 16.6.1. A complete assessment sequence for classroom teachers shall include a pre-observation conference between the evaluator and the teacher, a classroom observation, a Written Classroom Performance Report (WCPR), and a post-observation supervisory conference in which the teacher has an opportunity to obtain clarification and feedback from the evaluator.
  - 16.6.2. These WCPRs shall be submitted to the teacher no later than January 15 if an assessment sequence is to be completed during the fall semester, and May 1 for the spring semester. If either of the WCPRs reflect an unsatisfactory performance or improvement needed, the teacher shall have a third WCPR and associated conferences. The following represents the required minimum number of assessment sequences that should occur for each teacher personnel category scheduled for evaluation and working for a full school year:

Assessment Sequences	
Tenured teachers	1 or 2 per year
Probationary and long-term substitute teachers	2 to 4 per year
Any teacher receiving an "Unsatisfactory," or "Improvement Needed" Summary Evaluation for the previous year.	Minimum of 4 per year

- 16.6.2.1 The number of classroom observations may be reduced to one (1) in the case of obviously satisfactory performance by tenured teachers.
- 16.6.2.2. The number of classroom observations may be reduced to two (2) in the case of obviously satisfactory performance by second-year probationary teachers.
- 16.6.2.3. Regularly assigned teachers, working less than a full school year, shall have a prorated assessment sequence.

- 16.7. **The long form evaluation of regularly assigned non-classroom teachers**
- 16.7.1. An evaluation for non-classroom teachers shall include one (1) or two (2) pre-assessment conferences, one in the fall semester and one in the spring semester, and one (1) or two (2) Written Performance Reports (WPRs) which reflect the evaluator's assessment of the teacher's performance for each of the two (2) semesters.
- 16.7.2. These WPRs shall be submitted to the teacher no later than December 1, for the fall semester and April 1, for the spring semester. If either of the WPRs reflect an unsatisfactory performance or improvement needed, the teacher shall have a third WPR and associated conferences. The WPR which reflects the results of this sequence shall be submitted to the teacher no later than May 1.
- 16.7.3. An evaluation for a non-classroom teacher may also include a conference to take place in the month preceding the submission of a WPR and shall afford the teacher an opportunity to obtain clarification and feedback from the evaluator regarding the performance of the teacher that semester. This conference shall be held at the request of the teacher.
- 16.8. At the beginning of each school year, each site administrator shall prepare and distribute to the faculty a written document outlining his/her general expectations for classroom teachers. In addition, he/she should review and disseminate job descriptions for all certificated staff not having classroom assignments.
- 16.9. **Evaluation calendar and notification**
- 16.9.1. At the beginning of each of the two (2) semesters during the school year, each principal shall prepare and distribute a projected assessment calendar listing the names of the teachers to be observed and the month that they can anticipate being observed. This calendar may be revised by the principal if necessary and, if so, redistributed to the faculty.
- 16.9.2. Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, including referral to this Evaluation article, shall be advised of the criteria upon which the evaluation is to be based, and shall normally be notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.
- 16.9.3. If a school with a non-traditional calendar cannot accommodate to the evaluation calendar specified herein, the administration and staff may submit an alternate evaluation calendar for approval by the District and the Union. Such alternate schedules shall adhere as closely as possible to the time frames for evaluation in the contract.

- 16.9.4. In the case of regularly assigned teachers who begin the assignment after November 1 of the school year, the teacher's site administrator shall provide the teacher a written document outlining his/her general expectations for classroom teachers at the beginning of the teaching assignment. In addition, he/she should make available to, and review with the teacher, job descriptions for all certificated staff not having classroom assignments.
- 16.9.5. In the case of regularly assigned teachers who begin the assignment after November 1 of the school year, during the course of the evaluation period, mitigating circumstances may arise between the conference and the completion of the assessment which may require modification of the evaluation parameters. These circumstances must be communicated in writing to the teacher to be evaluated and adjustments made, if warranted.
- 16.10. Preference of evaluator**
- 16.10.1. At schools or work sites having more than one site administrator, the teacher may request that the site administrator accept the teacher's preference of evaluator.
- 16.10.2. Itinerant teachers (work assignments at more than one [1] site) may submit a request in writing to the Human Resources Department for a preference of evaluator. The teacher's request will be considered in the assignment of an evaluator.
- 16.11. Evaluation conference procedure**
- 16.11.1. Prior to making an observation which is part of an assessment sequence, the responsible administrator shall conduct an individual pre-observation conference with the teacher involved. This conference shall focus on the elements upon which the evaluation is to be based. There may be discussion of circumstances affecting the teacher's ability to be evaluated positively, such as, but not limited to: the educational capabilities of the learners, availability of support personnel, the appropriateness of the learning environment, and the job description of the teacher.
- 16.11.2. In the event of a disagreement over the objectives, standards, and/or evaluation schedule, the teacher and the evaluator shall:
- 16.11.2.1. Make a good-faith effort to resolve the differences themselves.
- 16.11.2.2. If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the differences. The third party shall recommend alternatives to the teacher and evaluator.
- 16.11.2.3. If either the teacher or evaluator reject the proposed alternatives, each shall have the opportunity to state his/her position on the matter(s) in

dispute, and the teacher may attach a written statement to the evaluation form completed by the evaluator.

- 16.12. The evaluator shall normally make an observation of the teacher's performance no later than five (5) working days after the pre-observation conference.
- 16.13. Within five (5) school days after the conclusion of the observation of the classroom teacher and prior to the preparation of the WCPR, the evaluator shall provide a verbal report to the teacher regarding the observation, if the teacher so requests.
- 16.14. Within ten (10) school days after the observation, the evaluator shall prepare and submit to the classroom teacher a copy of the Written Classroom Performance Report (WCPR).
- 16.15. If the teacher requests an opportunity to have a conference after receiving the WCPR or the WPR, the evaluator shall schedule and hold such a conference within a period of ten (10) school days after the teacher's receipt of the written report.
- 16.16. Each evaluation of a classroom teacher shall be based upon at least one observation lasting either forty (40) minutes or one full period, whichever is longer.
- 16.17. If a need for improvement is indicated by the evaluator, the evaluator or his/her designee shall provide affirmative assistance in an effort to improve the teacher's performance. Such assistance shall include, but not be limited to, a demonstration lesson and a supply of the appropriate resource material, if requested. This assistance shall also include released time for the teacher to visit and observe similar classes or activities at his/her own site or at other sites.
- 16.18. Only administrative personnel shall participate in the evaluation of a unit member.
- 16.19. Evaluations shall not include the use of publisher norms established as a result of standardized tests.
- 16.20. Teachers who have primary responsibilities other than a classroom assignment shall be evaluated in terms of their effectiveness in fulfilling the duties and responsibilities of the job.
- 16.21. All statements on the Written Classroom Performance Reports, the Written Performance Reports, and/or the Summary Evaluations shall relate to job performance.
- 16.22. The teacher shall have the right to submit a written response within ten (10) working days after receipt of any WCPR or WPR. If the teacher

submits a written response, it shall be attached to the evaluator's report and filed in the personnel file.

- 16.23. Upon receiving an "unsatisfactory" or "improvement needed" Summary Evaluation, the teacher may petition the Superintendent in writing to request that he/she appoint another administrator from within the District (but from another site) to conduct a supplementary assessment sequence resulting in a WCPR or WPR and a reconsideration of the Summary Evaluation. The Superintendent will comply with this request whenever possible. All written reports will be included in the teacher's personnel file.
- 16.24. Each teacher scheduled for evaluation shall receive a Summary Evaluation reflecting the written assessment(s) he/she has received during the year. While the primary basis for this rating shall be the written assessments of the teacher's performance as demonstrated during assessment sequences, other written feedback previously given to the teacher and related to job performance can be used to determine the Summary Evaluation. Copies of all written backup materials shall be attached to the form that is given to the teacher and sent to the Human Resources Department.
  - 16.24.1. The teacher shall receive his/her summary evaluation no later than thirty (30) calendar days prior to the last scheduled school day provided that the teacher is rated satisfactory, highly satisfactory or outstanding. A teacher who so requests in writing no later than April 1, shall receive his/her Summary Evaluation no later than May 1. If a teacher is to receive an improvement needed or unsatisfactory Summary Evaluation, he/she shall receive the Summary Evaluation no later than May 1.
  - 16.24.2. A teacher may have a Union representative present at the last post-observation or WPR conference with the evaluator or the site administrator, if different, prior to the preparation of the Summary Evaluation.
  - 16.24.3. The teacher may request a follow-up conference with the site administrator to discuss the Summary Evaluation. This conference shall be scheduled and held within ten (10) working days of the receipt of the Summary Evaluation.
- 16.25. Within ten (10) working days after such a follow-up conference, the teacher shall have the right to respond in writing and have the response attached to the Summary Evaluation. Thereafter, the evaluation shall be placed in the teacher's personnel file.
- 16.26. The performance of non-bargaining unit persons working within a teacher's program shall not adversely affect the teacher's evaluation.
- 16.27. Without prior knowledge and approval of the teacher, no recording and/or listening device may be used for evaluation purposes in a classroom.

- 16.28. All evaluation forms shall contain no ratings other than those jointly developed by the Union and the District: Outstanding, Highly Satisfactory, Satisfactory, Improvement Needed, and Unsatisfactory.
- 16.29. **Short form evaluation** — The timelines for the short form evaluation shall be as follows:
- 16.29.1. For those teachers that the evaluator has determined to use the short form, the evaluator shall:
- 16.29.1.1. Notify the teacher in writing by December 1 of the intended use of the short form certification.
- 16.29.1.2. Certify in writing by December 10 that the teacher shall have the same rating as that received on the most recent long form evaluation.
- 16.29.2. The teacher may, prior to January 15, request in writing that a long form evaluation be conducted in the spring semester in place of the certification.
- 16.29.3. Evaluation for permanent teachers who are not certified must comply with the long form evaluation procedures and timelines. Teachers not certified shall have the right to request a conference with the evaluator.
- 16.29.4. Evaluations for permanent teachers who received an “unsatisfactory” or “improvement needed” rating in their most recent evaluation must comply with the long form evaluation procedures and timelines.
- 16.30. The Union and the District will establish a committee with equal representation to develop a Peer Assistance Program plan for the purpose of providing support and assistance for improved instruction.
- 16.31. The Union and the District agree to form a committee composed of five (5) representatives selected by the Union and five representatives selected by the District for the purpose of continuing the work begun by the Evaluation Committee established in the Contract of July 1, 1989, and to examine other evaluation issues. The committee shall make recommendations to the respective bargaining teams on the following issues. Upon acceptance by both parties, the implementation will begin as soon as practical. The charge to the Committee shall be:
- 16.31.1. To finalize the new instructions and forms for teacher evaluations.
- 16.31.2. To develop and implement procedures for field testing the revised forms.
- 16.31.3. To make any necessary adjustments as indicated by the results of the field tests.
- 16.31.4. Review and/or develop forms and procedures for alternative programs such as summer, evening, and Saturday schools.
- 16.31.5. Develop evaluation procedures for Athletic Directors.



**16.32. Substitute teachers**

- 16.32.0. The District /Union committee defined in 16.0.1 shall form a subcommittee of equal representation to investigate issues related to creating a more uniform system of assessing the service rendered by Core, fringe benefit substitutes and other substitutes.
- 16.32.1. By or upon the tenth consecutive day in the same teaching assignment, the site administrator or designee should evaluate the performance of a substitute teacher.
- 16.32.2. The evaluation shall be based upon observations of classroom performance by the site administrator or designee.
- 16.32.3. The evaluation form shall indicate five (5) possible summation statements by the site administrator: Outstanding, Highly Satisfactory, Satisfactory, Improvement Needed, and Unsatisfactory. An unsatisfactory evaluation shall be supported by a factual statement.
- 16.32.4. Prior to submitting an unsatisfactory evaluation, a site administrator or designee shall attempt to notify the substitute teacher. If the administrator or designee leaves the site before the substitute teacher, a note shall be left for the substitute teacher stating that an unsatisfactory evaluation may be written.  
The substitute teacher may request a conference with the administrator to discuss the situation. Such request must be made within the next workday and the substitute teacher shall attend on his/her own time.
- 16.32.5. The site administrator or designee may indicate upon the evaluation whether he/she wants a substitute teacher to return to that school. If the administrator requests that a substitute teacher not return, the evaluation should indicate the basis for such request.
- 16.32.6. The day-to-day substitute teacher shall have the right to submit a written response within five (5) working days (ten [10] working days if an extension is requested in writing) after receipt of any evaluation. If the day-to-day substitute teacher submits a written response, it shall be attached to the evaluator's report and filed in the personnel file.
- 16.32.7. The performance of an aide whether paid or volunteer shall not adversely affect the day-to-day substitute teacher's evaluation.
- 16.32.8. No recording and/or listening device may be used for evaluation purposes in a classroom without prior knowledge and approval of the day-to-day substitute teacher.
- 16.32.9. The substitute teacher may appeal an unsatisfactory evaluation to the Superintendent. Upon appeal, the Superintendent or his/her designee shall hold a conference with the substitute teacher and review the facts. The Superintendent's or his/her designee's decision shall be final and non-grievable.

## **XVII — Personnel Files**

- 17.1. Each teacher shall have the right, upon request, to review the material in his/her own personnel file, during non-duty hours. Such material is not to include ratings, reports, or records which
  - 17.1.1. were obtained prior to the employment of the person involved,
  - 17.1.2. were prepared by identifiable examination committee members, or
  - 17.1.3. were obtained in connection with a promotional examination.
- 17.2. A representative chosen by the teacher may accompany the teacher in this review.
- 17.3. Upon written authorization by the teacher, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file except for the materials excluded in section 17.1, above.
- 17.4. Only one (1) personnel file on any teacher may be maintained by the District. The file shall be maintained at the District Office. Materials shall be released only for the purpose of processing grievances and for District legal documentation, except when written consent is given by the teacher. Any supporting data maintained at the school site but not used by an immediate supervisor for inclusion in an evaluation shall be destroyed at the end of that evaluation cycle. See Article XVI.
- 17.5. 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.
- 17.6. No derogatory information or statements not related to the teacher's assigned duties or professional responsibilities shall be placed in this file.
  - 17.6.1. Before any derogatory material is placed in the file, a copy of such material shall be provided to the teacher and the teacher shall have an opportunity to respond. The teacher's rebuttal, if any, shall be placed in the file along with the derogatory information or statements.
  - 17.6.2. The teacher, upon request, shall be provided the opportunity before or after the instructional day but during the regular work day to review the information of a derogatory nature and prepare his/her rebuttal, if any. Such release from duty during the work day shall be without salary reduction.
- 17.7. The teacher shall have the right to include in the file any material or information considered germane to that teacher's professional career.
- 17.8. Any negative written statement originating from within the District and related to the teacher's assigned duties or professional responsibilities

must be part of a formal evaluation signed by the principal and reviewed by the teacher, or the result of a disciplinary action.

- 17.9. Derogatory materials in a personnel file that are at least four (4) years old shall, upon a teacher'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 or with the teacher's consent.

### **XVIII — Professional Development**

- 18.1. All District in-service workshops will be open to long-term substitute and day-to-day substitute teachers on a space available basis. Site-based inservice activities shall be made available to day-to-day and long-term substitute teachers working at said site on a space available basis.
- 18.2. The District shall solicit in writing the in-service needs of each teacher.
- 18.3. Time for required workshops or training sessions shall be considered part of the work week for regularly assigned teachers as described in Article VII, Days and Hours of Employment.
- 18.4. One-half of the first day of service at the beginning of the year may be designated as District-wide in-service.
- 18.5. Regularly assigned teachers may have paid released time to attend professional meetings and conferences. Full or partial reimbursement may be made for conference fees and expenses. The Union and District will jointly develop a formula for allocating such released time in an equitable manner where funds have been designated for this purpose.
- 18.6. Regularly assigned teachers may have up to two (2) days released time each year to visit and observe classrooms, schools, or programs, which can only be visited effectively during the school day, depending on availability of funds designated for this purpose and availability of substitutes. Each teacher granted such released time shall file a report on the visitation with his/her immediate supervisor.
- 18.7. The District and the Union shall form a joint committee consisting of six (6) individuals, three (3) appointed by the Union and three (3) appointed by the District. This committee will explore ideas as follows:
  - content and scheduling for in-service training
  - issues of certification and retraining
  - communication to teachers of changing needs for retraining
  - sources of funding for a professional development center

- 18.8. **Professional growth** — This Section applies to those regularly assigned teachers who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential and to those who desire to maintain such a credential. The minimum requirement for compliance with this Section shall be:
- 18.8.1. Successful service as a classroom teacher or successful service authorized by a services credential. The minimum length of service shall be equivalent to one-half (0.5) of a school year.
- 18.8.2. Completion of an individual program of Professional Growth that shall consist of a minimum of one-hundred-and-fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. Acceptable activities shall be defined to include:
- the completion of courses offered by regionally accredited colleges and universities
  - participation in educational conferences, workshops, teacher center programs, or staff development programs, including District approved school site staff development programs
  - services as a mentor teacher pursuant to Article XXIII
  - participation in systematic programs of observation and analysis of teaching
  - service in a leadership role in a professional organization related to instruction
  - participation in educational research or innovation efforts.
- 18.8.3. An individual program of Professional Growth shall be developed and planned by the holder of a clear teaching credential.
- 18.8.4. Before a teacher coming under the provisions of this section commences or amends an individual program of Professional Growth, the advisor shall certify to the teacher that the planned program or amendment complies with this section.
- 18.8.5. The District shall designate only certificated administrators to serve as Professional Growth Advisors (hereinafter referred to as “advisor”). A list of these advisors, including work location, will be published by the District annually, prior to the beginning of the school calendar year. The responsibility of an advisor shall be to determine whether activities identified in the plan of a teacher comply with these provisions.
- 18.8.6. On a form provided by the state, a credential holder shall write a Professional Growth plan, which shall identify his or her Professional

- Growth goals, and the Professional Growth activities he or she proposes to pursue.
- 18.8.7. A credential holder may amend a Professional Growth plan by adding, deleting or changing any of the original or previously amended goals or proposed activities.
  - 18.8.8. The Professional Growth advisor shall sign a Professional Growth plan, and shall initial an amendment to a Professional Growth plan, if it is in compliance with this section and the Professional Growth needs of the teacher.
  - 18.8.9. An advisor shall complete and return to the credential holder certification of this initial plan, initialing any revisions or verification of completion within ten (10) working days of submission to the advisor. If an advisor finds that he/she cannot certify an initial plan, initial a modification, or verify completion, the advisor shall notify the credential holder of the reason(s) in writing within ten (10) working days of submission.
  - 18.8.10. If a credential holder believes that his/her advisor has taken an adverse action that he/she considers to be arbitrary or contrary to the terms of this section, the credential holder may seek another advisor or appeal the adverse action to the Executive Secretary of the Commission on Teaching Credentialing.
  - 18.8.11. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity, including preparation time spent only if the teacher is a presenter of the course. College, university or equivalent courses shall be credited as fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, and thirteen (13) hours for each trimester unit.
  - 18.8.12. A teacher shall submit evidence to prove that the Professional Growth activity has been satisfactorily completed.
  - 18.8.13. The Union and the District shall provide a joint meeting for credential holders no later than October 1 of each school year. This meeting shall be mandatory for all teachers who are subject to the provisions of this section and who are new to the District.
  - 18.8.14. The Union and the District agree to form a Professional Growth Program Joint Advisory/Planning Committee to consider possible recommendations for modifications to this section.
  - 18.8.15. The committee shall be composed of three (3) members appointed by the Union and three (3) members appointed by the District.
  - 18.9. **In-service education for substitute teachers (See Section 28.5)**

**18.10. Career in Teaching Committee**

- 18.10.1. UESF and District shall create a Career in Teaching Committee to provide a coherent, comprehensive and articulated support and induction program of services provided to teachers as they begin their career in San Francisco through the development into master practitioners of the teaching profession.
- 18.10.2. The Career in Teaching Committee shall be comprised of equal numbers appointed by the Union and District and shall meet on a regular basis.
- 18.10.3. The Career in Teaching Committee's initial assignment shall be to issue a report by March 15, 2001, defining the relationship and articulation between the PAR Program, the Pre-Intern/Intern programs, and BTSA Program.
- 18.10.4. The Career in Teaching Committee is charged with preparing a proposal that:
  - 18.10.4.1. links and coordinates recruitment efforts and hiring policies (the Pre-Intern, Intern, Beginning Teacher Component, and BTSA) as well as develops programs designed to attract and retain quality teachers into the profession and improve and encourage teachers' professional growth opportunities;
  - 18.10.4.2. expands opportunities for collaboration among professional educators and gives teachers broader roles and responsibilities in order to improve student achievement and provide better schools for children and teachers;
  - 18.10.4.3. creates a sequential career ladder for teachers, from recruitment, pre-credential, probationary, tenure, and other teacher classifications that may be subsequently bargained;
  - 18.10.4.4. creates a plan for increasing the number of teachers who are National Board for Professional Teaching Standards certified;
  - 18.10.4.5. develops a comprehensive proposal for determining eligibility criteria, for teachers various teacher duties and classifications. Said proposal shall be completed by March 15, 2001; and
  - 18.10.4.6. reviews and monitors District programs affecting teacher training and professionalization.

**XIX — Grievance Procedure**

- 19.1. 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.

- 19.2. A grievance shall mean a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- 19.3. The teacher 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.
- 19.4. 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 teacher's non-service days the time limits shall begin when the teacher returns to service.
- 19.5. A "day" shall mean a day in which the District offices are open for business.
- 19.6. 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.
- 19.7. 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.
- 19.8. **Grievance procedure steps**
  - 19.8.1. **Step 1 — school level**
    - 19.8.1.1. 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. The unavailability of this form shall not prevent or delay the processing of grievances.
      - 19.8.1.1.1. by a teacher accompanied by a representative of the Union;
      - 19.8.1.1.2. by a teacher representing himself or herself;
      - 19.8.1.1.3. by 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.
    - 19.8.1.2. If the teacher 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.

- 19.8.1.3. 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.
- 19.8.1.4. No teacher 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.
- 19.8.2. **Step 2 — district level**
  - 19.8.2.1. 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.
  - 19.8.2.2. An appeal to Step 2 shall be in writing and shall be accompanied by a copy of the decision at Step 1.
  - 19.8.2.3. 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.
  - 19.8.2.4. 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 19.8.2.3. has been completed.
- 19.8.3. **Step 3 — arbitration**
  - 19.8.3.1. 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 the Superintendent or the Superintendent's designee that it intends to request arbitration. The Union shall have five (5) days after such notification 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.
- 19.8.3.2. If the Union and the District agree, the American Arbitration Association's (AAA) rules for expedited arbitration shall be used.
  - 19.8.3.3. 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.
- 19.9. **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.
- 19.9.1. 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.
  - 19.9.2. 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.
  - 19.9.3. 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.
  - 19.9.4. If a grievance hearing, at any step, is held on school time, the grievant(s) and the Union representatives shall be released with pay.
  - 19.9.5. No grievance material shall be placed in the personnel file of teachers 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.
  - 19.9.6. 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.
  - 19.9.7. A grievance may not be submitted to arbitration unless the procedures in this article have been complied with and all steps followed.
  - 19.9.8. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or the Superintendent's designee and the Union and shall be given appropriate distribution by the Union

so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be paid for by the District.

- 19.9.9. Nothing contained herein shall be construed as limiting the right of any teacher 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.
- 19.9.10. 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.

## **XX — Due Process For Complaints**

- 20.1. The Union and District agree that the following procedures shall be used for processing complaints against teachers.
- 20.2. This article is not to be considered as a substitute for the evaluation procedure in Article XVI.
- 20.3. A complaint is a report of improper personal or professional behavior on the part of a teacher.
- 20.4. A charge is a complaint that has not been resolved through normal District procedures and which has importance beyond isolated and routine concerns parents may express about teacher performance. In general, charges are matters that could result in disciplinary action or in some other way materially affect the professional status of the teacher.
- 20.5. All charges as defined above shall be filed in writing with the District.
- 20.6. The teacher 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 teacher and/or designee, and the individual making the charge and/or designee. The conference committee by unanimous agreement may terminate the charges.

- 20.8. The meetings of a conference committee are to be privately conducted. Any public announcement of the results of the conference committee meeting will be made only upon the request of the teacher.
- 20.9. 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.
- 20.10. The Board of Education may decide, upon consideration of the report of the conference committee, to either terminate the charges against the teacher, or hold a closed session personnel hearing with the Board of Education acting as a committee of the whole. The teacher and/or representative has a right to be at this hearing.
- 20.11. Any public announcement of the results of the closed session hearing beyond what is required by law will be made only upon the request of the teacher.
- 20.12. No disciplinary action may be taken against a teacher based upon an oral complaint.
- 20.13. A teacher may file a written response to a charge. The charge and the written response shall be placed in the teacher's personnel file unless the Superintendent, the conference committee or Board of Education determines that the charge is not valid and that it should be destroyed.
- 20.14. If criminal or civil proceedings are brought against a teacher as the result of a complaint, the District shall provide legal representation in accordance with the provisions of the Government Code and the District's liability insurance coverage.
- 20.15. In cases of alleged child abuse the unit member shall be made aware that a report has been filed as soon as possible.
- 20.15.1. The District shall not wait for the conclusion of the police investigation before beginning its own review.
- 20.15.2. The District shall advise the unit member of his/her employment status within three (3) working days of receiving written notification from the appropriate law enforcement agency.

## **XXI — Restructuring**

- 21.0. 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.

- 21.0.1. The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
- 21.0.2. 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 in fulfillment of District, State and Federal guidelines. 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.

## **XXII — Student Discipline**

### **22.1. Student discipline**

- 22.1.1. Expectations for student behavior shall be consistent with the standards of conduct enumerated in the District's Student-Parent/Guardian Handbook.
- 22.1.2. **District support and assistance** — The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The District recognizes that the teachers may not fairly be expected to assume the ongoing responsibility for social work or psychotherapy. Whenever it appears that a particular pupil requires the attention of special employees, special counselors, psychologists, social workers, law enforcement personnel, physicians, or other professionally trained persons, the District shall take all reasonable action to assist the teachers with respect to each pupil.

- 22.1.3. The Union and District shall jointly develop a written process for the distribution and utilization of the Student-Parent/Guardian Handbook, develop an Elementary Supplement to the Student-Parent/Guardian Handbook, consider the development of a joint recommendation that individual schools use some part of their annual Professional Development Day allocation for the topic of student discipline, and establish a more formalized feedback process by which the Union can keep District-level operations administrators apprised of problematic areas related to teacher perception of the joint commitment contemplated herein.
- 22.1.4. The District and Union shall jointly provide in-service programs to inform teachers of their rights and responsibilities with regard to student discipline. Teachers will be made aware of all legal requirements, including recent changes affecting student discipline, and particularly for special education.
- 22.1.5. In keeping with Article 25 each school or site shall develop intervention alternatives to complement the District's Student-Parent/Guardian Handbook.
- 22.2. **Student suspension by teacher**
- 22.2.1. A teacher may suspend any pupil from his or her class for the remainder of the day of the suspension and the day following the suspension for the following reasons. The pupil(s)
  - 22.2.1.1. caused, attempted to cause, or threatened to cause physical injury to another person.
  - 22.2.1.2. possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any such object, the pupil had obtained written permission from a certificated school employee, which was concurred in by the principal or the designee of the principal.
  - 22.2.1.3. unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind.
  - 22.2.1.4. unlawfully offered or arranged or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material in lieu of the controlled substance, alcoholic beverage, or intoxicant.
  - 22.2.1.5. committed robbery or extortion.
  - 22.2.1.6. caused or attempted to cause damage to school property or private property.

- 22.2.1.7. stole or attempted to steal school property or private property.
- 22.2.1.8. possessed or used tobacco, except as provided in Education Code Section 48903.6.
- 22.2.1.9. committed an obscene act or engaged in habitual profanity or vulgarity.
- 22.2.1.10. unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11364 of the Health and Safety Code.
- 22.2.1.11. disrupted school activities or otherwise willfully denied the valid authority of supervisors, teachers, administrators, or other school officials, or other personnel.
- 22.2.1.12. knowingly received stolen school property or private property.
- 22.2.2. No pupil shall be suspended or expelled for any of the acts enumerated unless such act is related to school activity or school attendance.
- 22.2.3. The teacher shall immediately inform the pupil what the pupil is accused of doing and what the basis of the accusation is. The pupil must be given an opportunity to explain the pupil's version of the facts.
- 22.2.4. The teacher shall immediately report the action to the principal or the principal's designee and send the pupil to the principal or the principal's designee for appropriate action.
- 22.2.5. As soon as possible, the teacher shall ask the pupil's parent/guardian to attend a parent-teacher conference regarding the suspension. A school counselor or psychologist shall attend the conference whenever practicable. A school administrator shall attend the conference if the teacher or the parent/guardian so requests.
- 22.2.6. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at such conference.
- 22.2.7. The pupil shall not be returned to the class from which he or she was suspended during the period of the suspension, without the concurrence of the teacher of the class and the principal or the principal's designee.
- 22.2.8. A pupil suspended from a class shall not be placed in another regularly scheduled class during the period of suspension. If a pupil is assigned to more than one class per day the suspension shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 22.2.9. A teacher may also report a pupil to the principal or the principal's designee for consideration of suspension from school for any of the acts set forth above.



- 22.3. With respect to Sections 22.1 and 22.2 above only those aspects of student discipline that directly relate to the teacher's safety may be subject to the provisions of Article XIX, however, this shall not be construed to be a waiver of the teacher's right to pursue a remedy under applicable administrative regulations and/or District policies, and/or laws.
- 22.4. A teacher may use reasonable force to protect himself/herself or others from attack or injury, or to quell a disturbance which threatens physical injury to a teacher or others. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of teachers or others.
- 22.5. The District shall give direct legal and other related assistance in accordance with applicable law for any attack, assault or menace upon the teacher while acting in the discharge of his/her duties.

### **XXIII— Mentor Teacher Program**

#### **23.1. Mentor Teacher Selection Committee**

- 23.1.1. The election of the Selection Committee for Mentor Teachers shall be as follows: Each school site shall nominate one tenure-track teacher, whose name shall be placed on the ballot for election by secret ballot by all tenure-track bargaining unit members. Twelve (12) certificated teachers, four (4) for each instructional level, shall serve as teacher representatives and shall constitute a majority of the total committee. The remainder of the committee shall be composed of administrators.
- 23.1.2. **Committee membership** — Teachers on the Selection Committee shall be elected to the committee for a term of three (3) years. All candidates running for the Selection Committee shall be ranked based on the number of votes they receive. The four (4) candidates from a given level with the highest vote count shall be elected to the four (4) teacher positions in that level. All other candidates shall remain on a ranked waiting list for the three years. If a selection committee member resigns midterm, the first runner-up for that level shall be appointed to fill out the position for the remainder of the three (3) year term.
- 23.1.3. The committee shall meet during the regular work hours of the teacher members whenever possible and shall be paid a fee for their participation.
- 23.1.4. If vacancies for teacher members occur on the Selection Committee, they shall be filled in accordance with the list of teachers nominated and voted by the teachers, according to the next highest vote for each level.

- 23.2. **Mentor Teacher Selection Committee duties**
- 23.2.1. The Selection Committee shall select candidates for the Mentor Teacher Program from the body of eligible bargaining unit members and shall submit its recommendation to the Superintendent no later than March of each school year. Those designated as mentors must receive one more than half of the votes of the Selection Committee.
- 23.2.2. In determining its recommendations, the committee shall consider:
- 23.2.2.1. the statutory criteria for qualifications.
- 23.2.2.2. classroom observations by teacher and administrator committee members. In no event, however, shall committee members who are not district teachers or administrators participate in classroom observations, nor shall these observations be considered as part of the normal evaluation process. (Article XVI)
- 23.2.2.3. material contained in the applicant's personnel file, including letters of recommendation and evaluations, shall not be available to the committee unless expressly authorized in writing by the applicant.
- 23.2.3. Vacancies for mentor teachers shall be filled from a list of those persons deemed qualified by the Selection Committee, subject to approval of the Board of Education.
- 23.3. Mentor teachers shall be provided pay for additional hours beyond the teaching day or year for services to other teachers of the District. These teachers will be paid an amount subject to the funding provisions of law and regulations of the State Department of Education. This pay is not counted as salary for purposes of calculated employer contributions to STRS.
- 23.4. Mentor teachers shall develop and submit proposals to the Superintendent or his/her designee for approval. Such proposals will identify services which provide:
- 23.4.1. assistance to new teachers or experienced teachers;
- 23.4.2. staff and curriculum developments.
- 23.5. Mentor teachers may serve for a period of one, two, or three years, pending state funding. However, the duration shall normally be for a period of three (3) consecutive years with appropriate evaluations. According to California Education Code Section #44494(c), "Upon completing three years as Mentor Teacher, an individual may be reviewed and renominated." According to Rules and Regulations Section #11255, "Preferential Consideration shall be given to Mentor Teachers if they continue to qualify for renomination and have served effectively as Mentor Teachers."

- 23.6. Each Mentor Teacher will spend full time in the regular assignment. Released time will be approved through their proposals, which minimally disrupts classroom instruction. Mentor Teachers will receive additional pay for additional service.
- 23.7. In no event shall Mentor Teachers have access to or participate in the evaluation of any member of the bargaining unit.
- 23.8. Mentor Teachers shall not be exempt from any extra duty assignment or staff meetings required of any other member of the bargaining unit nor shall he/she by virtue of appointment as a Mentor Teacher be exempt from liability to layoff.
- 23.9. A committee composed of three (3) representatives selected by the Union and three (3) representatives selected by the District shall review the current objectives and operation of the Mentor Teacher Program and make recommendations for possible changes. The committee shall submit its final report not later than March 1, 1997. The Union and District agree to develop a procedure to implement the committee's recommendations.
- 23.10. The Union and District shall jointly examine the allocation of the funding as prescribed by law per Mentor Teacher provided by the state for administrative costs of the Mentor Teacher Program.
- 23.11. Upon request, the Mentor Teacher Program budget shall be made available to Mentor Teachers.
- 23.12. Mentor Teachers must apply to the District to obtain a leave of absence from this program. Mentor Teacher stipends shall not be continued during a period of leave. The teacher may later apply to the District for reinstatement of Mentor Teacher standing after such a leave.
- 23.13. This program shall remain operative as long as there are state funds allocated for the Mentor Teacher Program or if the School Board appropriates other funds.

#### **XXIV — Pre-Retirement/Early Retirement Program**

##### **24.1. Qualifications**

- 24.1.1. Pursuant to Education Code Sections 22713 and 44922, permanent teachers who are members of STRS may be granted permission by the Board of Education to reduce their workload from full-time to part-time, except that part-time shall be equal to not less than one-half of a full-time workload, and maintain full-time status for retirement purposes if they meet the following requirements.
  - 24.1.1.1. Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach

the age of sixty-five (65) during the school year may continue through that year.

- 24.1.1.2. Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment. Approved leaves of absence shall not constitute a break in service but time spent on approved leave shall not be counted for purposes of this provision
- 24.1.2. **Limitations**
  - 24.1.2.1. Individual participation in the program is limited to a period of ten (10) years.
  - 24.1.2.2. The option of half-time employment may be exercised only at the request of the teacher and can be revoked only under unusual circumstances and with the mutual consent of the District and the teacher.
  - 24.1.2.3. The agreement or contract for one-half time service shall be executed by the teacher and District, in writing, prior to the period of reduced service, at the beginning of the school year, or before the beginning of the second half of the school year.
  - 24.1.2.4. At the end of the ten (10) year period or age sixty-five (65), whichever occurs first, the participant agrees to resign or retire. In cases of unusual and financially pressing circumstances, upon the request of the teacher and by mutual agreement, the agreement to resign may be revoked and the teacher returned to full-time employment.
- 24.1.3. **Definitions** — Half-time for the purpose of this policy shall be the equivalent of one-half of the number of days of service per year required by the teacher's last full-time contract employment. The days of service required may be satisfied by working full-time for one-half of the year or half-time for the full year.
- 24.1.4. **Salary** — The teacher's half-time salary shall be one-half of his/her salary had he/she remained a full-time teacher. Teachers participating in the program shall advance on the salary schedule in the same manner as they had been working full-time.
- 24.1.5. **Benefits** — The participating teacher's health and welfare benefits shall remain the same as received by a full-time teacher. The teacher shall be granted full day sick leave credits even though working half-time and shall be deducted a full day sick leave for any half-day sick leave absence.
- 24.1.6. **Retirement** — Participating teachers and the District shall contribute to STRS as if the teachers were full-time.

- 24.1.7. A teacher who is interested in participating in the program shall notify the Human Resources Department no later than March 15. The Human Resources Department shall schedule a meeting with each teacher on or before April 30, to discuss a mutually agreeable program for the teacher.
- 24.2. **Early Retirement Program**
- 24.2.1. **Application** — In order to be considered for the Early Retirement Incentive Program (ERIP) application shall be filed no later than March 15 of the year for which application was made. The Union and District may mutually agree to extend this deadline.
- 24.2.2. **Eligibility** — Permanent teachers deciding to participate in this program shall:
- 24.2.2.1. be at least fifty-five (55) years old, and
- 24.2.2.2. have been employed by the District for at least ten (10) years. Approved leaves of absence shall not constitute a break in service.
- 24.2.3. **Implementation** — Teachers participating in this program shall be designated as consultants and shall enter into written agreement with the District. The ERIP agreement shall be a one-year contract which is renewable on an annual basis at the request of the consultant for up to three (3) years or until the end of the school year in which the participating teacher reaches age sixty-five (65), whichever comes first. With the specific and prior approval of the District, the years of service need not be consecutive.
- 24.2.4. **Resignation** — Teachers entering into this program must submit a written resignation and have it accepted by the District prior to entering this program. The resignation is contingent upon the acceptance by the District of the teacher's participation in an Early Retirement Incentive Program. In cases of unusual and financially pressing circumstances, upon request of the teacher and by mutual agreement, the agreement to resign may be revoked and the teacher returned to full-time employment.
- 24.2.5. Effective for the 1993-94 school year and thereafter:
- 24.2.5.1. Current ERIP contracts for retirees shall continue unchanged until their scheduled expiration.
- 24.2.5.2. Under the revisions described herein, a maximum of \$150,000/year shall be allocated for ERIP consultancies.
- 24.2.5.3. The rate of per diem pay for said consultancies shall be \$200.
- 24.2.5.4. The maximum amount of any consultancy shall not exceed the statutory provisions.
- 24.2.5.5. The District shall annually determine the number, duration, timing and purpose of the consultancies to be offered in consultation with the Union.

- 24.2.5.6. Preference for available consultancies shall be given to qualified and first year retirees.
- 24.2.6. **Benefits** — The participating teachers shall continue to be provided health plan benefits. Teachers in the ERIP may continue welfare benefits in addition to the health plan benefits. The expenses for such benefits shall be borne by the teacher. Arrangements for payments shall be made with the various carriers.
- 24.3. **Early Retirement Incentive Program — 2000 - 2001**
- 24.3.1 The District and the Union shall renew their efforts to offer a mid-year PARS Retirement Incentive Plan some during the 2000-01 school year, with a retirement effective date at the end of the first semester of the 2001-02 school year. Said Plan shall be patterned on the one that was offered in 1997-98, and reflective of a similar participation threshold target for feasibility. However, the critical determinant as to whether or not such a program shall be offered will be the District's determination of whether or not unit members who apply for such an Early Retirement Incentive (ERI) must be replaced for the 2002-03 school year. Since many potential retirees will not now be eligible for an improved pension benefit through STRS, a PARS offering will not be

**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 representatives of the School Site Council shall be elected by teachers 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 bodies.
- 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.
- 25.4. **Options for shared decision-making structures**
- 25.4.1. At each school site there shall be the opportunity to establish a shared decision-making body as described in Article XXI. The decision whether

to establish a shared decision-making body shall be made by the UBC and administration, together with the faculty at each site.

25.4.2. The Union Building Representative shall be a member of the shared decision-making body, either elected or *ex-officio*. The Building Representative would fill one of the classroom teacher positions, or other staff positions as applicable. 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.

25.4.3. **School Site Councils (SSC) in Stage 2 and Stage 3 restructuring schools**

25.4.3.1. Restructuring Schools Initiative (RSI) and State and Federally Funded Projects have had three options approved by the State Department of Education for operating shared decision-making structures in restructuring schools in the SFUSD. These three options are:

25.4.3.1.1. Form a school governance/restructuring team that meets the statutory requirements for a school-based coordinated School Site Council (SSC): 50% parents and community members (or 25% parents and community members and 25% students in secondary schools) and 50% school employees, including the principal, a majority of teachers, and classified staff. Each SSC would establish written bylaws for the SSC that would require all stakeholders (teachers, parents, students, administration, classified employees) to come to consensus on major issues before action is taken. A fallback provision if consensus cannot be reached and a decision has to be made also needs to be written into the bylaws. The SSC will recognize the importance of having all existing advisory groups and new committees develop and implement restructuring and improvement projects connected to the SSC. These relationships will also be reflected in the site's SSC bylaws.

25.4.3.1.2 The School Site Council (SSC) and the site Restructuring Council (or other term used by the site) organize separately and maintain good communications with each other. Bylaws of each group reflect the relationship between the two groups and reflect the clear delineation of roles, duties and responsibilities of each group. (As each group operates as a distinct entity but may have overlapping membership, meetings will be scheduled separately but may occur on the same day or evening.)

25.4.3.1.3. The School Site Council (SSC) and the site Restructuring Council (or other term used by the site) work cooperatively together. Some persons may be members of both. The roles, duties and responsibilities of each body would be clearly delineated. Meetings will be conducted concurrently, but agenda items and meeting minutes



would delineate which items were within the scope of the entire group and which were within the scope of the SSC only. As meetings progressed, each agenda item would be discussed with the entire group, but for those items limited to the SSC, only those SSC members would participate in the actual decision-making. All of the SSCs legally-mandated responsibilities will be preserved under this model.

- 25.4.3.2. The intent of providing these options for restructuring schools is to enable schools to have some flexibility in developing shared decision-making structures at their sites, recognizing that the SSC has legal authority for School Based Coordinated Programs. An SSC in a Stage Two and Stage Three restructuring school expands its responsibility over the district-based program through its involvement in RSI, thereby eliminating the need for two governance councils (25.4.3.1.1). If it is preferable at the site to have two governance councils, the models described in 25.4.3.1.2. and 25.4.3.1.3. are available. See Appendix C.
- 25.4.4. Items in section 25.4.3. are not a mandatory subject of negotiations and therefore are not subject to the grievance process.

## **XXVI — Union-District Meetings**

- 26.1. **Contract** — After this contract is ratified by both parties and in force, representatives of both the Union and the Superintendent shall meet on a mutually agreed-upon date, place, and time at least once every month for the purpose of reviewing the administration of the contract. These meetings are not intended to bypass the grievance procedure and shall not encompass a renegotiation of the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss at these meetings.
- 26.2. **Textbook and objectives consultation**
  - 26.2.1. Within a reasonable time of written request from the Union, the District shall consult with the Union on the definition of educational objectives, the determination of the content of courses and curriculum, the standards and criteria for academic freedom, revisions to Board policies regarding student discipline, the improvement of counseling and library services, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
  - 26.2.2. Subsequent meetings, if necessary, shall be scheduled by mutual agreement at reasonable times and places.
  - 26.2.3. Consensus reached upon these topics may be incorporated into District policies, regulations, rules or guidelines.

- 26.3. **Subject matter and grade level consultation** — Subject matter and grade level committees of the Union (to include, but not be limited to: Child Development Program, Substitute, Elementary, Middle School, High School, Bilingual, and Special Education) shall meet on a periodic basis with appropriate Central office administrators to discuss educational issues and concerns. Said meetings shall be scheduled at mutually acceptable times.

## **XXVII — Child Development Program**

- 27.0. 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.
- 27.0.1. The parties shall also work together to change the funding mechanisms to provide additional revenue.
- 27.1. The District and the Union agree that the Child Development Program makes a valuable contribution to the District's educational program and to the needs of the San Francisco community and recognize these programs as integral parts of the District. However, the parties recognize that in resolving Article XXVII the Union and the District were severely limited by the elimination of the permissive tax levy for this program and the subsequent under funding of this program by the State has necessitated change and may continue to do so.
- 27.2. Child Development Program teachers shall be assigned to a 218 day work calendar, at 5-3/4 hours/day for full-time and 3-1/4 hours/day for part-time.
- 27.3. Each Center shall be staffed through the calendar year with regular full-time and part-time teachers to meet the ratios established in Section 9.5.6. of this contract.
- 27.4. Scheduling of non-service days for teachers shall take place at each center. Teachers shall have the right to schedule non-service days at intervals or in a continuous block of time. If conflicts in scheduling non-service days at a center remain unresolved by May 1, they shall be resolved by the Program Director and site manager in consultation with the teacher(s) involved. The teacher has the right to have a Union representative present at this conference and shall provide reasonable prior notice to the site manager of said representation.

27.5. **Part-time teachers**

27.5.1. **Augmented hours**

- 27.5.1.1. Effective September 1, 1993, part-time teachers required and directed to teach augmented hours by the site manager for one (1) or more days shall be paid at the full-time teacher's *per diem* pay rate for each day so assigned.
- 27.5.1.2. Effective September 1, 1993, those part-time teachers who volunteer to teach augmented hours shall be paid at the substitute rate of pay.
- 27.5.2. Teachers serving in the 3 1/4 hour or longer positions shall be covered by all fringe benefits provided other teachers.
- 27.5.3. Part-time Child Development Program teachers shall have priority for full-time positions that become available in the Child Development Program. This section is not intended to restrict the rights of currently employed full-time teachers to exercise their transfer rights under Article XV.

27.5.4. **Teachers holding two part-time positions**

- 27.5.4.1. The District shall establish a goal to identify a total of sixteen (16) part-time positions that can be combined into eight (8) full-time positions of 1.14 each. The rights and benefits of the teachers filling these positions shall not exceed those of a teacher working a FTE of 1.0. Tenure-track part-time teachers may apply for these positions.
- 27.5.4.2. Selection for the second part-time position shall be based on current personnel practice as established in Article XV Staffing and Assignment.
- 27.5.4.3. Teachers serving in a second part-time position shall be paid according to Section 11.3.4.2 for said position and at his/her regular step placement.
- 27.5.4.4. The establishment of these positions shall not be used to reduce the number of full-time positions.

27.6. **Compensatory time**

- 27.6.1. Teachers assigned to the Child Development Program shall remain on duty at the end of their work day until children in their charge have been taken over by their families, by another teacher, or by a responsible authority. Compensatory time shall be provided teachers for time spent beyond the work day necessitated by late parental pickup of children. The teacher and the site manager mutually shall agree as to the dates and hours that compensatory time is to be taken.
- 27.6.2. Part-time teachers shall be provided compensatory time in accordance with Article 27.6.1., when necessary, in order to permit attendance at faculty meetings.

- 27.7. Site office telephones shall be accessible to teachers for school related purposes at all times that teachers are required to be on site.
- 27.8. Any regular K-12 teacher who is involuntarily transferred into the Child Development Program shall work the same calendar as the K-12 teachers of the District.
- 27.9. During the term of this agreement no currently employed Child Development teacher shall be involuntarily transferred from the Child Development Program for economic reasons.
- 27.10. **Substitute and augmented hours**
- 27.10.1. The District shall make every good faith effort to provide substitutes for all absent teachers.
- 27.10.2. A lead teacher, or substitute lead teacher, substituting for an absent Site Manager will be provided with a part-time substitute when the lead teacher or substitute lead teacher deems it necessary.
- 27.10.3. A lead teacher and a substitute lead teacher who substitute for a Site Manager shall be designated annually for each site and selected according to the process defined in Section 27.11 below and paid pursuant to Section 11.11.7.
- 27.10.4. **Additional hours to fill absences or temporary vacancies — part-time and full-time teachers**
- 27.10.4.1. On September 1, February 1, and June 1, of each year, site managers shall conduct a poll among all part-time and full-time teachers as to each teacher's interest in working substitute hours (those hours for which no substitute teacher has been centrally assigned for an absent teacher). Teachers who are interested in working additional hours shall submit a written statement to their site manager.
- 27.10.4.2. The site manager shall post a list showing the names and job status (part-time or full-time) of teachers interested in working additional temporary hours.
- 27.10.4.3. As such hours become available, the site manager shall normally offer the work to part-time teachers on the list on a rotating basis prior to offering the work to full-time teachers. Part-time teachers declining an offer to work shall be placed at the bottom of the rotation list.
- 27.10.5. **Augmented hours — Part-time teachers**
- 27.10.5.1. Part-time teachers regularly assigned to an age group in which augmented hours (hours of additional teacher service needed because of increased school-age attendance) are needed, shall have the first right of refusal for those hours.

27.10.5.2. If the regularly assigned teacher, as defined in Section 27.10.5.1. above, declines said augmented hours, those hours shall be offered to other part-time teachers assigned to the site in order of District seniority.

27.10.5.3. In the case of a vacant position, the Union and the District agree that every effort will be made to fill that position with a substitute teacher currently working or experienced with students of the age group of the available hours position.

**27.11. Lead teacher**

27.11.1. This procedure is to be used at single and dual sites.

27.11.2. No later than April 15, of each school year site managers are to notify each teacher of the open lead teacher's and substitute lead teacher's position(s) and make available to eligible teacher the job qualifications, job description and list of responsibilities.

27.11.3. Interested eligible teachers shall submit a statement to the site manager indicating their desire to be considered for a position.

27.11.4. The site manager will meet with each teacher who submitted a statement of interest to discuss the position and the teacher's qualifications, and to answer any questions.

27.11.5. The site manager will then make a selection and notify all interested teachers.

27.12. **Winter Recess** — The Union and District agree that the Child Development Program may provide reduced student service locations during the Winter Recess Period. The following conditions will apply:

27.12.1. Work will be guaranteed for each teacher who wishes to work.

27.12.2. The hours available will be the same as the teacher's regularly assigned hours including multiple job assignments or split shifts.

27.12.3. Staff who wish to work shall have priority to be assigned first to their usual site, if that site is open.

27.12.4. The District shall honor the request of teachers not to work the Winter Recess.

27.12.5. Additional hours needed to staff open centers will be offered first to existing staff prior to notification to the substitute office within existing restraints of work regulations.

27.12.6. This program shall be reviewed by the District and Union in February, 1997. Should the parties agree, the program may be continued.

27.13. During the term of this Agreement, all teachers now employed in the Child Development Program who presently hold K-12 credentials will be

guaranteed a K-5 teaching position; if the teacher prefers, and is qualified and credentialed to do so, he/she will be guaranteed a 6-12 teaching position.

- 27.13.1. Said teachers pursuant to the guarantees of this Article need only file a transfer request.
- 27.13.2. Said teachers shall have the right to indicate preference from a list of available positions.
- 27.13.3. The District agrees to give said teachers priority placement. Placement shall be made by the Head of Human Resources from among available positions on the basis of program needs, preference of unit members and supervisors, qualifications and credentials. If two or more unit members desire the same position and are judged equal for it, placement shall be made on the basis of District seniority.
- 27.13.4. A teacher who is not granted his/her placement request, shall be given reasons in writing, upon request.
- 27.13.5. The District and the Union shall establish a joint committee to facilitate the transfer of Child Development Program teachers who hold appropriate certification to K-12 vacancies, and to monitor the progress of said possible transfers.
- 27.13.6. If during the term of this contract the District expands the pre-kindergarten program, said teaching positions shall be first reserved for Child Development Program teachers holding a K-12 teaching credential and second for former Child Development Program teachers who had previously transferred to a K-12 assignment.
- 27.13.7. During the term of this Agreement the District shall establish a program of at least two (2) college training classes, offered outside the teachers' workday, designed to give recency of K-12 curriculum and teaching skills to Child Development Program teachers who hold a K-12 certification.
- 27.13.8. Upon completion of at least two (2) such classes, Child Development Program teachers voluntarily transferring into a K-12 vacancy shall receive a \$2,000.00 off-the-salary schedule bonus if the transfer takes place in the school year immediately following completion of said college classes. If the transfer does not take place until the second school year following completion, the bonus shall be \$1,000.00. Thereafter, there shall be no incentive payments.
- 27.13.9. During this first year of K-12 service, a transferring Child Development Program teacher shall be provided with the assistance of a Mentor Teacher or a teacher on a post retirement consultancy.
- 27.14. On a school year basis only, teachers shall be assigned to a specific age group and, whenever possible, to a consistent daily schedule.

## **XXVIII — Day-To-Day Substitute Teachers**

### **28.1. Hours of employment**

- 28.1.1. A substitute teacher shall report to a school site at the same time a regularly assigned teacher is required to report provided that the substitute teacher is given timely notification.
- 28.1.2. With the permission of the principal or his/her designee a substitute teacher not returning to the school the next day may leave the school site immediately upon the dismissal of the students in his/her classes.
- 28.1.3. A substitute teacher in the Child Development Program shall be paid for time served beyond eight (8) hours when the service is required and directed by the site manager.
- 28.1.4. A substitute teaching assignment at Child Development Program shall be for no less than three and one-half (3.5) hours.
- 28.1.5. A substitute teacher working in the Child Development Program shall not be required to remain with the children after 6:00 P.M. unless no regular staff member is available to close the Center for the day. In that case the substitute teacher will call the Site Manager, who will arrange to have the substitute teacher relieved as soon as possible.
- 28.1.6. Within the work day, a substitute teacher assigned to teach in high school or middle school shall have a duty-free preparation period equal in length to a teaching period. Preparation time shall be expended at the assigned work site except as provided for in 28.1.1.
- 28.1.7. A substitute teacher shall not be required to perform a field-trip assignment unless informed of the assignment and the availability of others to assist in supervision before accepting the assignment. Authorized and approved field trips are covered by District liability insurance.
- 28.1.8. A substitute teacher working at least a half day assignment shall be provided a duty-free lunch period, equivalent in length to the lunch period of the teacher's students, exclusive of passing periods, or thirty (30) consecutive minutes, whichever is longer.

### **28.2. Daily working conditions**

- 28.2.1. A substitute teacher shall be provided the lesson plans, seating charts, uniform school site schedules, emergency procedures, and any other essential material at each site, including, but not limited to, names and extension phone numbers of personnel on site.
- 28.2.2. Each site shall provide each substitute teacher access to classroom(s), restrooms, and elevators. Within ninety (90) days of ratification of this agreement, each site shall provide each substitute teacher keys to

classrooms(s), restrooms and elevators. Substitute teacher time sheets will not be signed and returned to the teacher without the return of said keys.

- 28.2.3. A substitute teacher shall be assigned the duties which would have been the routine responsibility of the permanent teacher for whom the substitute teacher is teaching. Before-school yard duty on the first day of an assignment will not be required in order to give the substitute teacher time to prepare for classes.
- 28.2.4. A substitute teacher shall not be required to attend faculty meetings unless so directed by the principal or site manager and provided that the substitute teacher is returning the following day for the same assignment.
- 28.2.5. Assigning of report card grades shall not be required of a substitute teacher before the substitute teacher has served at least twenty five (25) days with the class to be graded.
- 28.2.6. At the end of the assignment a substitute teacher shall prepare a report in writing including the following: a report on what was accomplished in class, a description of problems that occurred and the resolutions of the problems, a lesson plan for the next day and other information that may be required by the principal or site manager.
- 28.2.7. A substitute teacher shall to the best of his/her professional abilities teach the lessons scheduled for the classes to which he/she has been assigned, correct classroom assignments and homework received as time permits and perform other duties properly assigned by the principal or site manager.
- 28.2.8. **Medical services** — No substitute teacher, except qualified public health nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.
- 28.2.9. In reference to a student who has been determined to be an individual with exceptional needs (IWEN) a substitute teacher shall have the right to:
  - 28.2.9.1. upon request, when an IWEN becomes a disruption in the classroom and/or threatens the safety of the teacher or others, prompt assistance from the administration shall be provided.
  - 28.2.9.2. as permitted by law, exercise the same degree of physical control over a student that a parent would be legally privileged to exercise and said exercise shall be consistent with appropriate non-adversive practices.
- 28.3. **Daily assignment procedures**
  - 28.3.1. **Substitute committee** — In an effort to improve communication and collaborative problem solving, the District and the Union shall establish a



- committee of substitute teachers to meet with District representatives on a monthly basis.
- 28.3.2. A substitute teacher shall have the right without penalty to declare time(s) and/or days during which he/she is unavailable for work.
  - 28.3.3. Substitute teachers will not be penalized for refusing any assignments.
  - 28.3.4. Whenever possible, substitute teachers will be notified of an assignment at least one and one-half (1.5) hours before the starting time of the assigned school. No substitute teacher shall be penalized for reporting late if he/she were not called at least 1 and one-half (1.5) hours before the start of said assignment.
  - 28.3.5. A substitute teacher shall be able to scan available job assignments whether he/she calls in or is called by the system.
  - 28.3.6. Whenever possible, a substitute teacher's preference of school assignment will be honored.
  - 28.3.7. Substitute teachers who meet the following criteria shall be given priority assignment for jobs assigned by the substitute teacher office:
    - 28.3.7.1. 300 or more days in the last five years of substitute teacher service as defined in Section 3.11., or a combination of substitute. Emergency teacher or Temporary teaching service;
    - 28.3.7.2. credential authorizing service for the position;
    - 28.3.7.3. no unsatisfactory evaluation;
    - 28.3.7.4. the teacher has appropriate qualifications;
    - 28.3.7.5. a written statement on file with the Human Resources Department stating his/her desire to be placed on the list.
      - 28.3.7.5.1. The District will make a good faith effort to establish priority status within thirty (30) calendar days following the beginning of the school year and the substitute management system will be appropriately programmed.
  - 28.3.8. Whenever possible, substitute teachers shall be assigned to teach in the field(s) for which they hold credentials.
  - 28.3.9. When substitute teachers are sent by the School District in error to a school, the substitute teacher will be assigned equivalent teaching duties at that school or a nearby school. Full salary will be paid for this service.
  - 28.4. **Employee travel**
    - 28.4.1. Upon being offered an assignment involving travel between two (2) or more work sites, a substitute teacher will be informed of the travel requirements.

- 28.4.2. The travel reimbursement for the substitute teacher shall be at the same rate as that of the teacher being replaced.
  - 28.4.3. A substitute teacher who is required to travel pursuant to the above shall be provided the same preparation period, lunch and relief time as provided for the teacher being replaced.
  - 28.4.4. A substitute teacher shall have the right to use school parking lots on the same basis as the teacher being replaced.
  - 28.4.5. A substitute teacher assigned to work at Log Cabin High School in La Honda shall be entitled to mileage and payment of a seven and one-half percent (7.5%) salary differential.
- 28.5. **In-service education**
- 28.5.1. All District in-service workshops will be open to substitute teachers on a space available basis.
  - 28.5.2. One day of paid in-service shall be offered each school year specifically designed to meet the needs of day-to-day substitute teachers new to or recently employed by the District. This in-service shall be offered on the first regular district staff development day of each school year. The Union and the District shall agree on procedures for implementation of this article.
- 28.6. **Core Substitutes**
- 28.6.1. As soon as administratively feasible after the start of the Fall semester, but in no case later than 25% (0.25) of the school year, the District shall identify and establish a core of twenty (20) full time non-tenure track temporary teachers to serve in positions as designated by the District.
    - 28.6.1.1. Appointment to these positions shall be based upon application and seniority ranking within the 300 Day Priority List as described in Section 28.3.7.
    - 28.6.1.2. Said Core Substitute teachers shall be paid in accordance with Article XI of this agreement.
    - 28.6.1.3. Core Substitute teachers shall receive benefits in accordance with the Article XII of this agreement.
- 28.7. **Classification as Forty-Day substitute**
- 28.7.1. Substitute teachers serving more than forty (40) consecutive days in the same position with no more than two (2) authorized absences shall be classified as Forty-Day substitutes for the semester.
  - 28.7.2. If the regularly assigned teacher returns prior to the end of the semester, the substitute teacher will retain his/her Forty-Day status to the end of the semester and shall serve in positions as assigned by the District.

- 28.7.3. If the days referred to in 28.7.1. span the Fall and Spring semester, the substitute teacher shall be classified as Forty-Day substitute retroactive from the first day in the assignment to the end of the Spring semester with the provisions of 28.7.2. applying.
- 28.7.4. Substitute teachers with regular credentials assigned to positions where it is known or it can be reasonably assumed that the regularly assigned teacher will not return or no specially credentialed teacher (such as bilingual and/or special education credentials) can be found, shall be classified as Forty-Day substitutes on the first day of assignment, except when there are forty (40) or fewer days remaining in the school year.
- 28.7.4.1. If the regularly assigned teacher returns or teachers with the required special credentials become available, the substitute shall retain his/her Forty-Day status to the end of the semester and shall serve in positions as assigned by the District.
- 28.8. **Cases of alleged child abuse**
- 28.8.1. In cases of alleged child abuse the substitute teacher shall be made aware that a report has been filed as soon as possible.
- 28.8.1.1. The District shall not wait for the conclusion of the police investigation before beginning its own review.
- 28.8.1.2. The District shall advise the substitute teacher of his/her employment status within three (3) working days of receiving written notification from the appropriate law enforcement agency.
- 28.9. The District shall provide and distribute handbooks to each substitute teacher. The Union shall have the right to provide input to the development of the handbook.
- 28.10. **Salary rates** — See Appendix B.
- 28.11. **Health Benefits**
- 28.11.1. As of October 1, 2000, substitute teachers who have rendered a minimum of one hundred-fifty (150) days service during the 1999-2000 school year shall be eligible for District provided employee only health benefits subject, otherwise, to the same terms and conditions as regularly assigned teachers. To be eligible for District provided health benefits in each subsequent year, substitute teachers shall have rendered a minimum of one hundred-sixty days (160) of service for the year immediately preceding the year of eligibility.
- 28.11.1.1. The District shall allocate upto \$65,000 per year for the purpose of implementing this benefit provision. If necessary in order to meet this dollar limitation, the number of teachers eligible may be reduced based upon the number of days of substitute service rendered during the prior year.

- 28.11.1.2. A day of service, as used herein to determine eligibility, shall mean any day of assigned substitute service of more than four (4) hours.
- 28.11.2. To maintain eligibility, qualifying substitute teachers shall meet the following criteria:
  - 28.11.2.1. During the first semester of District provided benefits, the substitute teacher shall average at least 16 days of service per month for the months of September, October, and November.
  - 28.11.2.2. To maintain eligibility during the second semester of District provided benefits, the substitute shall average at least sixteen (16) days of service per month for the months of March, April and May.
  - 28.11.2.3. Failure to achieve the average days of service specified in 28.11.2.1. and 28.11.2.2. above shall result in the automatic cancellation of District premium payments at the end of each three month period in which said average is not achieved, or at the end of any month in which the number of cumulative days served would preclude achievement of the average days specified for the three month period.
  - 28.11.2.4. Failure to achieve a minimum of seventy-five (75) days of service during the first semester shall result in the automatic cancellation of District premium payments at the end of January.
  - 28.11.2.5. Failure to achieve a minimum of one hundred-sixty (160) days of service for the school year shall result in the automatic cancellation of District premium payments at the end of June.
  - 28.11.2.6. Different assignments rendered on the same day of service shall be counted as one (1) day of substitute service.
  - 28.11.2.7. For the first year of entry into this program, the substitute teacher's coverage shall begin on October 1.
  - 28.11.2.8. A retired District employee who already receives a District paid medical insurance contribution and who works as a substitute teacher shall not be eligible for the coverage described herein.

## **XXIX — Promotional Opportunities for Substitute Teachers**

The Union and the District agree that maintaining quality education in the San Francisco Unified School District requires that we continue to attract and retain an outstanding teaching staff committed to student progress. In order to deal with the employment goals of substitute teachers within the District and the desire of the District to hire the best candidates available, it is important that a clear and equitable process be understood for the selection of regularly assigned teachers.

**29.1. Probationary appointments**

- 29.1.1. The Union and the District agree that an annual eligibility list of qualified Forty-Day substitute teachers desiring probationary appointment shall be established by the Human Resources Department. Inclusion on this list shall be based on the criteria that the teacher has:
  - 29.1.1.1. at least two (2) terms of service in a Forty-Day substitute position;
  - 29.1.1.2. the two (2) most recent evaluation(s), if available, are rated better than satisfactory;
  - 29.1.1.3. credential authorizing service for the position;
  - 29.1.1.4. appropriate qualifications for the specific vacancy;
  - 29.1.1.5. a written statement on file with the Human Resources Department stating his/her desire to be placed on the list.
- 29.1.2. Prior to hiring outside candidates, teachers on this list shall be interviewed for open positions, subject to the following exceptions:
  - 29.1.2.1. qualified applicants who meet affirmative action goals of the District/school/program, including Consent Decree provisions;
  - 29.1.2.2. qualified applicants in shortage fields identified by the District;
  - 29.1.2.3. student teachers assigned to the SFUSD who are deemed to be exceptionally good candidates.
- 29.1.3. Except in unusual circumstances the District will not refer other applicants for interviews before teachers on this eligibility list have had this opportunity.

**XXX — Disciplinary Action**

**30.1 Tenure-track, temporary categorical and emergency teachers**

- 30.1.1. Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.
- 30.1.2. Teachers shall not be disciplined without just cause.
- 30.1.3. The following just cause guidelines shall be recognized:
  - 30.1.3.1. The teacher shall be adequately informed of the consequences of his/her conduct.
  - 30.1.3.2. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
  - 30.1.3.3. A fair and objective investigation should reveal the necessity for disciplinary action.
  - 30.1.3.4. Rules, orders and penalties should be applied fairly and equitably.
  - 30.1.3.5. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

- 30.1.4. Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct.
- 30.1.4.1. Initially the principal or immediate supervisor shall discuss the teacher's act(s) or omission(s) prior to issuing a verbal reprimand.
- 30.1.4.2. If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.
- 30.1.4.3. The elements of progressive discipline shall be administered in a timely manner.
- 30.1.5. Prior to administering any formal discipline subsequent to the oral and/or written reprimands, a teacher shall be provided notice and an opportunity to be heard. Notice shall include a statement of the incident(s) or misconduct which form the basis for disciplinary action and a statement of the discipline to be imposed. Such notice shall be given within five (5) working days of the decision to administer formal discipline.
- 30.1.6. 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 is issued. Exceptions may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct.
- 30.1.7. Any initial suspension of a teacher pending a disciplinary hearing shall be with pay.
- 30.1.8. A teacher may be represented, upon request, at any disciplinary meeting or hearing.
- 30.1.9. Prior to suspending a teacher without pay for more than two (2) weeks a hearing shall take place at the Assistant Superintendent level.
- 30.1.10. Disciplinary actions shall be administered in a fair and equitable manner.
- 30.1.11. In all cases where discipline is reduced to writing the teacher shall be permitted a reasonable amount of time to consult with his/her representative to receive assistance and advice in preparing a rebuttal or reply.
- 30.1.12. Grievances filed alleging violation of the above provision regarding discipline less than dismissal may be held at Step 2 of the Grievance Procedure.
- 30.2. The provisions of Section 30.1., above, shall apply equally to Core and Forty-Day Substitutes.

**30.3. Substitute teachers**

- 30.3.1. Substitute teachers who have reached 75-day or 10-day salary status shall not be disciplined without good reason.
- 30.3.1.1. The site administrator shall provide the substitute teacher with reasons for disciplinary action. The substitute teacher may appeal the disciplinary action to the Superintendent or his/her designee, if he/she is dissatisfied with the reason for the disciplinary action. The Superintendent or his/her designee may uphold, reverse or modify the disciplinary action.
- 30.3.1.2. If the disciplinary action would bar the teacher from teaching within the District, the teacher may appeal the decision to the Superintendent or his/her designee. The Superintendent may uphold, reverse or modify the disciplinary action.
- 30.3.1.3. If the teacher is dissatisfied with the decision of the Superintendent's designee, he/she may appeal the decision to the appropriate Assistant Superintendent (unless the designee was said Assistant Superintendent). The Assistant Superintendent may uphold, reverse or modify the disciplinary action.
- 30.3.1.4. If the teacher is dissatisfied with the decision of the Assistant Superintendent, he/she may appeal to the Superintendent. The Superintendent may uphold, reverse or modify the disciplinary action.
- 30.3.1.5. The Union may request that discipline matters only be subject to a mediation process conducted by a member of the California State Conciliation and Mediation Service.
  - 30.3.1.5.1. The parties shall mutually select a mediator from the California State Conciliation and Mediation Service.
  - 30.3.1.5.2. Witnesses may present testimony or documentary evidence as permitted by the mediator.
  - 30.3.1.5.3. District and Union representatives who may agree to a mediated resolution shall support said resolution to respective constituencies.
  - 30.3.1.5.4. If the mediator is unable to effectuate a mediated resolution, he/she may convey a recommended settlement to the parties.
  - 30.3.1.5.5. If no settlement results from mediation, the decision of the Superintendent shall be final and may not be appealed.

**XXXI — Special Education**

- 31.1. It is the intent of the San Francisco Unified School District to continue seeking the assistance and cooperation of the Union in working together to meet the diverse and unique needs of the District's special education population and to comply with Federal/State laws and regulations.

- 31.2. The San Francisco Unified School District recognizes the necessity of timeliness in addressing the essential learning needs and conditions for children which should be the basis for all of our combined efforts. Therefore, it is the intent of the San Francisco Unified School District to continue a joint advisory, planning and review process for the implementation of the District's local Master Plan for Special Education, including but not limited to the following areas:
- Identification/Assessment Services
  - Support Services
  - Regular Education Alternatives for Behavior Disordered
  - Individual Education Program
  - Special Education Curriculum
  - Vocational Education
  - Bilingual/Special Education
  - Designated Instructional Services
  - Resource Specialist Program
  - Special Day Classes
  - Inclusion Programs
  - Paraprofessionals
  - Special Education Department Heads
  - Improved Articulation and Cooperation Between Regular Education and Special Education Teachers
- 31.3. **Community Advisory Committee (CAC)** — Regularly assigned teachers appointed to the Community Advisory Committee shall be provided released time to attend CAC meetings that may be held during the teacher's instructional time.
- 31.4. **Medical services** — No teachers, except qualified public health nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.
- 31.5. **Laws, rules, and regulations** — The District shall provide reasonable access to up-to-date versions of any and all laws, rules, regulations and District policies and procedures related to the implementation of PL 94-142 and SB 1670/AB 3075 which the District expects teachers to be familiar with and guided by.



- 31.6. Regularly assigned teachers who are members of an Individual Education Plan (I.E.P.) development or review team shall be provided released time to attend such meetings that may be held during the teacher's instructional time.
- 31.7. A regularly assigned teacher shall have the right to: (These provisions continue to apply to all special education and general education teachers who have special education students assigned to them, including "inclusion" students.)
- 31.7.1. refer a student in his/her class for possible assessment to determine if the student is an individual with exceptional needs (IWEN).
- 31.7.2. receive notification of intended placement and access to a copy of the I.E.P. of an IWEN.
- 31.7.3. have the I.E.P. of an IWEN assigned to his/her class reviewed for possible modification.
- 31.7.4. if a request is made under Sections 31.7.1. or 31.7.3. above, the referral will be acknowledged and the referral procedure as established by the District shall be initiated within a reasonable period of time.
- 31.7.5. upon request, when an IWEN becomes a disruption in the classroom and/or threatens the safety of the teacher or others, prompt assistance from the administration shall be provided.
- 31.7.6. as permitted by law, exercise the same degree of physical control over a student that a parent would be legally privileged to exercise and said exercise shall be consistent with appropriate non-aversive practices.
- 31.7.7. hours of employment consistent with Article VII.
- 31.8. **Inclusion programs**
- 31.8.1 An Inclusion student is an IWEN who may be eligible for placement in a special day class assigned to an age-appropriate general education classroom for the same number of instructional minutes as his/her peers.
- 31.8.2 The Union and the District agree that the successful initiation and implementation of Inclusion Programs require cooperation, planning, preparation, and training of teachers and support staffs. Therefore, Inclusion Programs at specific schools or sites shall be initiated through the I.E.P. process. It is the intent of the Special Education Department to provide training and support as needed.
- 31.8.3 Except in unusual circumstances, a school or site initiating an Inclusion Program shall establish an Inclusion Planning Team consisting of at least the Inclusion Support Teacher, the general education teacher(s) receiving identified inclusion student(s) and the administrator.

- 31.8.4 The parties recognize that the successful placement of an Inclusion student incorporates such components as: advanced notice; consultation, as appropriate; review of I.E.P. documents; consideration of classroom environment(s); necessary additional training; and provisions for appropriate support services.
- 31.8.5 The implementation of an Inclusion Program shall not be utilized as a way to achieve a reduction in staff.
- 31.8.6 The Inclusion Support Team shall consist of the Inclusion Support Teacher, the paraprofessionals assigned to the support teacher and paraprofessionals assigned to additional classroom support as specified in the student's I.E.P.. The case load assigned to the Inclusion Support Team shall not exceed the class sizes specified in Article 9.5.7. of the Contract.
- 31.9. **Resource Specialists**
- 31.9.1. Resource Specialists shall be entitled to the following:
- 31.9.1.1. the assignment of one (1) instructional aide.
- 31.9.1.2. to not be simultaneously assigned to serve as resource specialists and to teach regular classes, if funded solely by Special Education.
- 31.9.1.3. prior consideration shall be given to qualified current special education teachers when selecting resource specialists.
- 31.9.2. At such time the case load of a resource specialist reaches eighteen (18) identified students, the District will initiate review and monitoring of the caseload for possible creation of a full-time single assignment resource specialist position at the school. Review and monitoring shall include, but not be limited to, past caseload histories, projected growth, and when, within the school year, the caseload changes.
- 31.9.3. In the event that an itinerant resource specialist position requires a change in the school assignment or additional schools assigned, the reassignment provision of Article XV shall apply.
- 31.10. When two (2) or more current special education teachers have relatively equal qualifications, the District may apply other considerations, such as seniority, affirmative action, experience, bilingual and special skills, when selecting resource specialists.
- 31.11. The District shall make every good faith effort to provide substitutes for absent teachers and paraprofessionals assigned to designated severely impaired special education classes and for teachers and paraprofessionals assigned to general education classes with inclusion students. Upon request to the special education office, efforts will be made to obtain substitutes for long-term absences of paraprofessionals in other special

education classes. Long-term absences shall be those projected to be in excess of seven (7) work days.

- 31.12. **School psychologists** — The Union and the District agree to develop a system that will define the job expectations of psychologists. Upon agreement, non-cost items will be implemented beginning in the 1997-98 school year.
- 31.13. **Special Education committee** — In an effort to improve communication and collaborative problem solving, the District and the Union shall establish a special education committee of teachers representing a cross-section of programs and levels to meet with District representatives on a monthly basis.

Special Education References	
It should be noted that references are made to special education teachers and the special education program throughout the contract. Of particular note are the following:	
A.	A duty-free lunch period and preparation time as provided in Article VII.
B.	Transfer rights as provided in Article XV.
C.	Class size as provided in Article IX.

## XXXII — Bilingual Education

- 32.1. Decisions made at each school site to implement the instructional program for LEP students consistent with legal and policy requirements, including appropriate primary language support, shall be made after the involvement of the following regularly assigned teachers who work directly with LEP students:
- classroom teachers
  - bilingual teachers
  - ESL teachers
  - sheltered English teachers
  - resource teachers
- 32.2. Paraprofessional support services for bilingual classes shall be assigned in accordance with program need to the degree that qualified persons are available and within the financial resources designated for this purpose.
- 32.3. The Union and the District will work through joint committees to explore solutions that will meet the needs of the LEP students.

**Bilingual References**

It should be noted that references are made to bilingual teachers and the bilingual program throughout the contract. Of particular note are the following:

1. Contract Articles

- Union Rights — (Joint District UESF Committee)
- Class size
- Days and hours of employment
- Staffing and assignment
- Professional rights
- Professional development

2. Board Policy

- 6121.3 — Bilingual Policy Statement
- 6121.5 — Bilingual / Bicultural Master Plan

**XXXIII — Counselors, Deans, Head Counselors**

- 33.1. The District shall designate at least one (1) Dean/Head Counselor at every comprehensive Middle and High School to which counselors are assigned.
- 33.2. Counselors, deans, and head counselors shall not be assigned additional duties beyond those normally allocated as extracurricular assignments to other members of the bargaining unit.
- 33.3. If a counselor, dean, or head counselor is directed to work more days than the work year described in Section 7.1.1., he/she shall be granted either *per diem* pay or compensatory time off for said additional service.

**XXXIV — Department Heads**

- 34.1. Department Heads for high school subject areas in which there are at least five (5) full-time equivalent classroom teachers (twenty-five [25] teaching periods per day) shall have one (1) teaching period per day for performing assigned department head duties.
- 34.2. A Department Head in senior high school shall be paid a differential in addition to the salary he or she receives as a teacher. This differential shall be .05 of the classification III, rating 12 salary.

- 34.3. Department Heads shall work five (5) days in addition to the teachers' calendar.
- 34.4. Department Heads shall be notified no later than one hundred twenty (120) days prior to the end of his or her individual contract that they may not be continued as Department Heads.  
Department Heads shall be notified of their employment status no later than fifteen (15) days prior to the expiration date of their last day of appointment.
- 34.5. The principal shall consider the recommendation(s) of the department in the selection of the department head or chairperson. The position of department head or chairperson shall be reviewed at least every four years. The department shall be given prior notice of the review and shall have the opportunity to make recommendations to the principal regarding the staffing and function of the position, and with due regard to affirmative action goals.

#### **XXXV — Librarians (Library Media Teachers)**

- 35.1. The Union and District agree to establish a Library/Media Committee for the purpose of :
  - 35.1.1. recommending a formula to phase -in an appropriate number of elementary school librarians
  - 35.1.2. recommending Central Office support and services
  - 35.1.3. considering restructuring library budget allocations
  - 35.1.4. recommending recruitment/retraining models to the Professional Development Committee

The Library/Media Committee shall submit its final report on financial and personnel recommendations by April 1, 1997.

- 35.2. Librarians (library media teachers) shall have the same relief and lunch periods as do all other teachers.

#### **XXXVI — Home Bound, Hospital/Agency and Special Assignment Teachers**

- 36.1. Regularly assigned teachers of home bound children who serve twenty (20) hours per week by action of the Board of Education shall be placed on the salary schedule for teachers. Those who serve less than twenty (20) hours per week shall be paid the hourly rate in accordance with the hourly rate for teachers who work in the Home Bound Program.

- 36.2. Part-time temporary Special Assignment Teachers are defined as those hourly non-permanent Hospital/Agency teachers scheduled for twenty (20) hours per week throughout the school year identified by PERB #SF-UM-334(R184A) dated April 30, 1984.
- 36.3. Part-time temporary Special Assignment Teachers working in hospitals or agencies shall be placed on the Teacher's Salary Schedule at Rating 1 based upon 5/7. The maximum rating shall be 10.
- 36.4. Temporary Special Assignment Teachers shall receive fringe benefits in accordance with Article XII.
- 36.5. Increment credit will be earned for a school year, by serving seventy-five percent (75%) of the authorized number of hours.

**XXXVII — Summer School, Saturday School, Evening School Programs, et al.**

- 37.1. Priority consideration shall be given to qualified current teachers with satisfactory or better evaluations when selecting teachers for these programs.
- 37.2. **Timelines for summer school teachers selection and notification:**
  - 37.2.1. Current teachers shall be informed by April 1 regarding the Summer School openings known at that time. Applications for these vacancies shall be filed no later than May 1.
  - 37.2.2. Applicants for summer school employment shall be notified of their employment status in writing by June 1.
- 37.3. The Union and District mutually agree to discuss any proposed changes in existing practices regarding timelines for notification, application, and selection of Saturday school or Evening School teachers.
- 37.4. Teachers shall be paid pursuant to Appendix B.
- 37.5. Teachers shall be issued supplemental pay warrants for regular service in these programs.

**XXXVIII — Teacher Interns**

- 38.1. Teacher interns shall be members of the bargaining unit.
- 38.2. Teacher interns shall be placed on the Teachers' Salary Schedule. Occupational experience may be recognized for advanced placement on the salary schedule.
- 38.3. Pursuant to Education Code Section 44325, teacher interns shall:

- 38.3.1. possess a baccalaureate degree conferred by an accredited institute of post-secondary education.
- 38.3.2. successfully pass the state basic skills proficiency test administered under the provisions of sections 44252 and 44252.5.
- 38.3.3. successfully pass the appropriate subject matter examination administered by the commission of preparation and licensing in the subject areas in which the teacher intern is authorized to teach.
- 38.3.4. have an academic major or minor in the subject area in which the teacher intern is authorized to teach.
- 38.4. Teacher intern provisions shall be governed pursuant to California Education Code 44326 ( as in existence on May 16, 1996) and other program requirements.
- 38.5. The above sections are included for informational purposes and do not negate the District's rights under other provisions of the Education Code.
- 38.6. With respect to District operated programs, the District shall not utilize teacher interns (as defined by Ed. Code Sections 44325 and 44326) until the voluntary transfer process of Article 15 is completed.

### **XXXIX — Consent Decree**

Subject to 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 Union shall: (1) continue to honor their obligations under the collective bargaining agreement, and (2) also honor their obligations to bargain and/or consult on matters set forth in the California Educational Employment Relations Act, Government Code Section 3543.2, including the impact, if any, which compliance with said Consent Decree has on such matters.

The Union and the District agree that the staffing of personnel at those schools impacted by the Consent Decree shall be in accordance with a plan developed pursuant to the Consent Decree to successfully implement the approved educational programs for the students. Only teachers who apply for positions may be selected; those selected shall be the most qualified based upon the plan and educational programs.

### **XL — Itinerant Teachers**

Schedules of regularly assigned teachers who are assigned to and travel to more than one school or student home on a given day shall be arranged so that no teacher shall be required without his/her consent to engage in inter-school or inter-home (for home bound teachers) travel of more than thirty-five (35) miles. The District will notify such teachers of a change of school as soon as possible,

normally within ten (10) work days. To allow for travel, itinerant teachers will not be assigned non-teaching duties.

## **XLI — Peer Assistance and Review**

- 41.1. There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as “Program”) for all eligible K-12 UESF unit members who have classroom responsibilities. The Program shall have three distinct components: The Beginning Teacher Component, second year teacher assistance, and the Permanent Teacher Intervention Component.
- 41.1.1. **Definitions**
- 41.1.1.1. **PAR Panel:** The Program shall be governed by the PAR Panel composed of four (4) District members selected by the Superintendent and five (5) UESF members selected by the Union.
- 41.1.1.2. **Peer Coach :** The teacher selected and directed by the PAR Panel to assist and review teachers will be assigned to the Program to work exclusively with beginning teachers and/or teachers subject to intervention.
- 41.1.1.3. **Lead Coach :** This Peer Coach will be assigned specific duties in addition to those of a Peer Coach. These tasks will primarily be related to the smooth functioning of the program. In order to accomplish these tasks the Lead Coach will be provided a reduced caseload.
- 41.1.1.4. **Beginning Teacher :** A teacher new to the District and occupying a position for which a probationary teacher could have been employed.
- 41.1.1.5. **Intervention Teacher :** A permanent teacher who has been identified as performing in a less than satisfactory manner thus necessitating improvement or termination. The performance problems shall include classroom management and teaching techniques.
- 41.1.1.6. **Panel Pair :** Two Panel members, one teacher and one administrator, appointed by the Panel as a subcommittee. Each Panel Pair shall have a caseload, determined by the Panel, that includes one or more Peer Coach and his/her teachers.
- 41.1.1.7. **Panel Co-Chairs :** The Head of Human Resources or designee and the President of the Union or designee shall each be responsible for keeping the Superintendent apprised of the implementation of the Program, and for co-chairing the PAR Panel. The Panel Chair, one of the Co-Chairs, shall be selected, on a rotating basis, by the Panel.
- 41.1.1.8. **Professional Growth Plan :** The plan, contemplated in Section 18.8, for participating Beginning Teachers, developed by the Peer Coach and Beginning Teacher in consultation with the principal.



- 41.1.1.9. **Individual Improvement Plan** : The plan developed by the Peer Coach and Intervention Teacher in consultation with the principal to address reasons for intervention.
- 41.1.1.10. **Pre-Intern and Intern Programs** : Partnerships between the District, Union and Universities designed to provide a rigorous and supportive path to a full credential.
- 41.1.1.11. **Evaluation** : Evaluation is the process, reflective of mandated state requirements and best professional practices, described in Article 16 of the UESF-SFUSD collective bargaining agreement. The Written Summary of the evaluation cycle is placed in the teacher's personnel file. The principal is responsible for conducting evaluations.
- 41.1.1.12. **Review** : The review process, while driven by the same goals as the evaluation process, involves much more interaction and closer scrutiny; it is central to the Program. The review process requires the PAR Panel to examine documented interactions between the teacher, Peer Coach, and principal, reflect with other Panel members, and discuss the recommendations with the Peer Coach and principal. The review process requires goal setting, performance objectives, close assistance, monitoring progress, and detailed record keeping. The PAR Panel then approves a summary report that is placed in the teacher's personnel file. At the conclusion of the review process, usually one year, the Panel shall report that 1) the teacher is "proficient" in the California Standards of the Teaching Profession and, if a Beginning Teacher, suitable for reelection; 2) the teacher has not reached a "proficient" rating in the standards, that further assistance and review is not warranted, and that either non-reelection or termination is possible; or 3) in special circumstances, an extension for another year in the program is warranted.
- 41.1.2. **Program Phase-in**
  - 41.1.2.1. Successful implementation of the Program requires adoption of a standards-based evaluation system. The District and Union will develop such a system during the 1999-2000 school year for implementation beginning with the 2000-2001 school year. Said system shall be based upon the California Standards of the Teaching Profession and may require development of appropriate evaluation forms and modification of the rating scale. This effort will require modification of Article 16, Evaluation.
    - 41.1.2.1.1. The District and Union shall form a committee of equal representation to incorporate a standards-based evaluation plan, based upon the California Standards of the Teaching Profession, into Article 16, Evaluation. This plan shall include appropriate modifications to

- evaluation forms and timelines. The plan shall also include implementation timelines.
- 41.1.2.1.2. The committee shall be reflective of the District's grade levels and work assignments as well as have participation by those who have responsibility for standards and evaluation.
  - 41.1.2.1.3. It is the desire of the parties that the evaluation system be in limited operation by January 2000, expanding for the 2000-2001 school year and full operation for the 2001-2002 school year.
  - 41.1.2.2. In recognition of the burdens of Program development and training it is understood that it is not likely that the full complement of Peer Coaches required for full implementation of the Program will be selected for the 2000-2001 school year. The Panel shall identify a minimum of eight (8) Peer Coaches. Program participation will be prioritized in the following manner:
    - 41.1.2.2.1. The PAR Panel shall have the option of including all Beginning Teachers at a school where Permanent Teacher Intervention will be occurring; if included, the Program shall provide Beginning Teachers both assistance and review. Beginning Teachers assigned to at least half of said schools shall be included in the Program.
    - 41.1.2.2.2. The District shall identify an additional five (5) percent of the regular K-12 schools (seven schools) for participation in the Program. The Program shall provide Beginning Teachers at these schools with both assistance and review.
    - 41.1.2.2.3. A principal at a school other than those identified in Sections 41.1.2.2.1. and 41.1.2.2.2. above may volunteer to participate in a program of Beginning Teacher assistance and review. Under this first-year voluntary model, the principal and the PAR Panel may opt to: a) have assistance and review provided by the Peer Coach /PAR Panel; or b) have assistance/review/evaluation be a joint responsibility of the principal, Peer Coach, and PAR Panel.
  - 41.1.2.3. Until the PAR Panel becomes operational, the Panel Co-Chairs or designees shall have primary responsibility for the development of the Program during the 1999-2000 school year.
  - 41.1.3. **Beginning Teacher Component**
    - 41.1.3.1. For 1999-2000 and beyond as the Program is being developed, support services for new teachers not participating in the PAR Program shall be provided through mentors, BTSA teachers, and other support mechanisms.
    - 41.1.3.2. Commencing with the 2000-2001 school year, teachers new to the district and who have classroom teaching responsibilities as identified in Section 1.2.2. above shall be provided service through the Program,

depending upon the number of Coaches and caseloads assigned to each Peer Coach. The Panel shall determine what set of Beginning Teachers is included during the phase-in of the Program. Support services for new teachers not participating in the PAR Program shall be provided through BTSA and other support mechanisms, with the goal of having every new teacher engaged in one type of program.

- 41.1.3.3. The District and Union shall resume negotiations on the review components of the Beginning Teacher Component for 2001-2002 and beyond. If the District and the Union fail to reach bilateral agreement on including the review component and its applications to all teachers in the Beginning Teacher Component, the Union shall have the right to rescind the Permanent Teacher Intervention Component for said year(s), as contemplated in Section 1.4.3. below, by sending the District a written notice of said rescision. Said Union rescision notice shall constitute an automatic cancellation of the entire Peer Assistance and Review Program, as described in this article.
- 41.1.4. **Permanent Teacher Intervention Component**
- 41.1.4.1. This component of the Program is intended for permanent teachers with less than satisfactory teaching skills or practices. Its purpose is to assist them in improving deficiencies.
- 41.1.4.2. Effective the 2000-2001 school year, this component of the Program shall provide intervention to permanent teachers who receive an “unsatisfactory” rating on their prior year’s summary evaluation or who have received a “needs improvement” rating for two or more consecutive years, provided the following conditions are met:
  - 41.1.4.2.1. Each referral shall be reviewed by the PAR Panel to determine whether acceptance into the Intervention Program is appropriate.
  - 41.1.4.2.2. The principal shall present copies of his/her evaluation file for the teacher. Said file, developed pursuant to Article 16, shall include reports of classroom observations, recommendations for improvement that were made to the teacher during the evaluation process and any other related information that may assist the panel.
  - 41.1.4.2.3. The teacher shall have the opportunity to make a presentation to the PAR Panel. Section 16.2 shall apply.
  - 41.1.4.2.4. If the PAR Panel rejects the referral, it shall provide the District with the reasons in writing for the rejection and an acknowledgment that the District is free to exercise its legal options in the absence of an intervention program.
- 41.1.4.3. Commencing with the 2001-2002 school year, this component of the Program shall provide intervention to permanent teachers who receive a below standard rating on their prior year’s summary evaluation in any

domain of the District Teaching Standards as per Article 16 as modified by the process described in Section 1.2.1.

41.1.4.3.1. A principal may refer any teacher for intervention because of concerns about his/her teaching skills or practices or interactions with students in the classroom. Such referral shall be made to the PAR Panel only after the principal has conducted two (2) formal observations and included them with the referral. Such referrals may be made to the PAR Panel at any time. The PAR Panel shall notify the teacher that he/she has been referred to intervention.

41.1.4.4. The Panel, using the following procedures, shall determine whether or not the teacher shall be placed in intervention.

Step 1: A referral shall be submitted in writing to the Panel Co-Chairs, who shall forward it to the Lead Coach who shall assign a Peer Coach to investigate. This will occur unless, in the process of reviewing the referral, the Panel Co-Chairs determined that the teacher is not eligible for intervention (See Section 1.4.6.), in which case the Panel shall notify the principal and the teacher in writing of the specific reasons for the determination of ineligibility.

Step 2: The assigned Peer Coach shall prepare a report and recommendation showing evidence that sufficient input has been received from the principal and the teacher being considered for intervention, and from classroom observations made by the Peer Coach.

Step 3: The Peer Coach shall meet with his/her Panel Pair (one teacher and one administrator from the PAR Panel) assigned by the PAR Panel to report and to make a recommendation on each case referred. The Peer Coach shall distribute copies of the report to all PAR Panel members prior to the next regularly scheduled PAR Panel meeting.

Step 4: The Peer Coach in consultation with his/her Panel Pair shall report and recommend to the full Panel. The PAR Panel will decide whether or not to place the teacher in intervention status and so notify the principal, Peer Coach and teacher. A copy of the Peer Coach's report and recommendation shall be sent to the teacher and principal. A majority vote of the panel is required to overturn the Peer Coach's recommendation (See Section 2.1, below.) Intervention may begin at any time. If the PAR Panel decides not to place the teacher in intervention, the PAR Panel shall present its conclusions in writing to the teacher and referring principal. Such conclusions should acknowledge alternative courses of actions available to the teacher and/or District.

If the PAR Panel does not place the teacher in intervention, the principal retains the prerogative to pursue options available in Contract and California Education Code.

- Step 5: The Lead Coach shall inform the Head of Human Resources of the Panel's final decision.
- 41.1.4.5. If a teacher believes that a colleague is in need of the intervention process, s/he may discuss these concerns with the UESF Building Representative. The Building Representative may relay these concerns to the principal. If the Building Representative discusses these concerns with the principal and after one month the principal does not request an investigation for intervention, the building representative may submit the concerns to one of the Panel Co-Chairs. The PAR Panel may place such a teacher in the Intervention Program following the procedure described above.
- 41.1.4.6. This Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct (Article 30) which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession adopted by the Union and District.
- 41.1.5. **Evaluation Responsibilities for Evaluation and Review**
- 41.1.5.1. The Program assumes primary responsibilities for reviewing Beginning Teachers and Intervention Teachers.
- 41.1.5.2. For teachers in the Program, the principal maintains evaluation responsibility for those aspects which reside typically outside the classroom,
- 41.1.5.3. For the years 1999-2001, the principal retains primary evaluation responsibility for First Year Teachers not included in the Program, second-year teachers, and all other teachers whose performance meets or exceeds District Teaching Standards.
- 41.2. **Peer Assistance and Review Panel**
- 41.2.1. Decisions of the Panel shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least six (6) members.
- 41.2.2. The PAR Panel shall be responsible to:
- 41.2.2.1. meet at least four (4) times annually to review the work of the Coaches and their caseloads;
- 41.2.2.1.1. However, during the 1999-2000 implementation year, the Panel shall meet at least biweekly. The District shall make every effort to create a pool of substitute teachers and retired administrators who shall be available to substitute for panel members in the startup year.
- 41.2.2.1.2. Generally, the Panel shall meet within the normal workday with substitutes provided according to District practice. Work performed beyond the workday shall be compensated at the negotiated hourly rate.

- 41.2.2.2. develop the budget for the Program subject to the Superintendent's review and Board approval;
- 41.2.2.2.1. The budget shall include all resources reasonably necessary for the successful operation of the Program, including space, equipment, support, training and orientation.
- 41.2.2.3. make discretionary decisions about eligibility for the Program, as provided herein;
- 41.2.2.4. select Peer Coaches, and related qualified subject and/or program specialists;
- 41.2.2.5. develop rules, timelines and procedures for the Program;
- 41.2.2.6. make re-hire recommendations on Beginning Teachers to Head of Human Resources for said teachers contemplated in Section 41.1.2.2. above;
- 41.2.2.7. monitor the progress of Intervention Teachers, including making the decision on the success of such intervention and so advising the Head of Human Resources;
- 41.2.2.8. select the Panel Chair, to be alternated annually between the District and UESF;
- 41.2.2.9. review Peer Coaches' interventions;
- 41.2.2.10. **Peer Coach Appraisal**
- 41.2.2.10.1. The PAR Panel shall oversee the work of the Peer Coaches. The PAR Panel shall make a written evaluation of each Peer Coach's work by June 1 of his/her first year as a Peer Coach, using a form determined by the PAR Panel, and signed by the co-chairs.
- 41.2.2.10.2. Before completing the evaluation, the PAR Panel shall collect information from principals and Program participants who work with the Peer Coach using forms developed by the PAR Panel. Peer Coaches shall not receive a formal evaluation during subsequent years in the position, unless the PAR Panel places a Peer Coach on review because of serious performance concerns. All documentation, submitted to the PAR Panel regarding a Peer Coach's appraisals and/or job performance, shall be made available to the Peer Coach involved. The Final Performance Evaluation Form (designed by the PAR Panel) shall be signed by the Panel co-chairs, and placed in the Peer Coach's personnel file.
- 41.2.2.10.3. The PAR Panel may collect information from principals and participants in the Program who work with Peer Coaches during non-appraisal years.
- 41.2.2.10.4. Any concerns or comments regarding the work of the Peer Coach on the part of principals or Program participants can be directed to the Co-Chairs of the PAR Panel at any time. These written concerns or

comments shall be shared with the Peer Coach involved. If in the opinion of the Co-Chairs a reassignment is necessary to ensure the effectiveness of the program, the Co-Chairs may recommend that the PAR Panel make changes in the assignment of the Peer Coach.

41.2.3. A Panel member shall neither participate in discussion nor vote on any matter in which s/he has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 41.2.1 above.

41.3. **Peer Coaches**

41.3.1. Peer Coaches will be selected to work with the following programs:

41.3.1.1. Beginning Teachers and Intervention Teachers, as described herein;

41.3.1.2. Second year teachers, if assigned for a second year;

41.3.1.3. Coaches for school year 2000-2001 shall be selected during the Spring Semester 1999-2000. Coaches will be provided with training activities and materials prior to receiving their assignments at the beginning of the 2000-2001 school year. It is the goal that coach selection shall take place prior to the annual process of voluntary teacher transfers.

41.3.2. Active Peer coaches shall be released full-time to work in this Program. In addition the PAR Panel shall select a pool of Coaches who may be released on a full or part-time basis to work in the Program depending upon the needs of the Program, funding availability and teaching areas of Program participants.

41.3.3. The number of Coaches selected shall be determined by the number of Program participants and the availability of State funds appropriated for this Program.

41.3.4. There shall be at least one (1) Lead Coach. In addition to the Peer Coach's responsibilities, a Lead Coach shall have additional responsibilities which shall include, but not be limited to, scheduling the work of the Peer Coaches and facilitating the work of the PAR Panel.

41.3.4.1. Depending upon the number of Program participants, the PAR Panel shall consider selecting one Lead Coach with an elementary school teaching background and one Lead Coach with a secondary school teaching background.

41.3.5. Peer Coaches shall have staggered terms. The first Lead Coach(s) shall have a four-year term, with approximately half the Coaches having three and the other half two-year terms. After this start-up, all coaches shall have three-year terms.

41.3.6. All such terms are subject to annual appraisal and review by the Panel and the Head of Human Resources.

- 41.3.7. Prior to starting service as a Peer Coach, each shall sign an agreement that provides, in part, a commitment to return to the classroom for a minimum of two (2) years after leaving the Program.
- 41.3.7.1. A Peer Coach who has completed a term must return to the classroom for a minimum of two (2) years before reapplying to the Program.
- 41.3.8. The parties do not see participation in the Program as part of a career ladder to becoming a District administrator.
- 41.3.9. At the conclusion of their service, Peer Coaches shall have return rights to a position for which they are qualified at their school of origin. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.
- 41.3.10. Peer Coaches shall have responsibility for not less than twelve (12) nor more than fifteen (15) Program participants.
- 41.3.10.1. Peer Coaches shall declare known conflicts of interest to the Panel Co-Chairs.
- 41.3.10.2. Each Permanent Teacher Intervention shall be calculated as two (2) participants.
- 41.3.10.3. In the event that a Peer Coach cannot complete the Review of a Program participant, a second Peer Coach shall be assigned. The second Peer Coach shall be responsible for completing the final Review after consulting with the first Peer Coach, if possible.
- 41.3.11. Peer Coaches shall have a work year of five (5) additional days. These days are to be scheduled by the PAR Panel. If additional days are scheduled, Peer Coaches shall be compensated at their per diem rate.
- 41.3.11.1. A Lead Coach shall have a work year of ten (10) additional days.
- 41.3.12. Peer Coaches shall receive a compensation differential equal to \$5,000.
- 41.3.12.1. In addition to the Peer Coach compensation differential, a Lead Coach shall receive compensation equal to 5% of his/her base salary.
- 41.3.13. A Lead Coach shall have responsibility for not less than eight (8) nor more than ten (10) Program participants. Conditions described in Section 3.10.1 and 3.10.2 shall apply.
- 41.3.14. Peer Coaches and the PAR Panel shall have a primary responsibility in the assistance and review of Beginning Teachers to whom they are assigned (see Section 1.2.2. above).
- 41.3.15. The principal shall have responsibility for reporting to the participating Beginning Teacher, and to the PAR Panel, the performance of said teacher as it relates to the school as a whole (e.g. compliance with duty schedules, punctuality, etc.).



- 41.3.16. It is expected that there will be frequent conversations, scheduled and non-scheduled, between the Peer Coach and the principal regarding the progress of the Program participant. Prior to a report to the Panel, the principal shall be given the opportunity to meet with the Peer Coach to review the Program participant's progress.
- 41.3.17. **Expectations for Serving Beginning Teachers**
- 41.3.17.1. Coaches shall make progress reports of each assigned teacher at the quarterly meetings of the PAR Panel.
- 41.3.17.1.1. Program participants who are not making satisfactory progress shall be reported to the PAR Panel and an intensive assistance plan shall be devised.
- 41.3.17.1.2. Said Beginning Teachers shall receive written notification of the deficiencies and be provided a copy of the assistance plan.
- 41.3.17.1.3. Said Beginning Teachers shall receive assistance at an intensive rate to be determined by the PAR Panel.
- 41.3.17.2. In the case of a participating Beginning Teacher who has fewer than two (2) prior years of teaching experience outside of the District, the PAR Panel may recommend said teacher for Second-Year teacher assistance through the BTSA Program.
- 41.3.17.3. Participating Beginning Teachers who are making satisfactory progress towards meeting the District Teaching Standards shall receive assistance at a level to be determined by the PAR panel.
- 41.3.18. **The Role of Peer Coaches** : Peer Coaches shall:
- 41.3.18.1. provide assistance to teachers on their caseloads that may include help such as developing, providing or arranging for classroom materials, reviewing curriculum, suggesting and discussing of teaching and classroom management techniques, orienting to record-keeping requirements, demonstrating teaching, arranging for observation of other teachers, and planning instruction;
- 41.3.18.2. orient teachers to district-wide goals and objectives, the appropriate courses of study, content and performance standards and core curriculum and other relevant curriculum materials; and, as part of the orientation responsibilities, review with the teachers site specific requirements such as principal's expectations, site plans, etc.;
- 41.3.18.3. observe and review teachers who are assigned as part of their caseloads;
- 41.3.18.4. plan and implement practicum for their beginning teachers if so assigned;
- 41.3.18.5. develop with their assigned teachers a Professional Growth Plan or Individual Improvement Plan that is aligned with District and school-wide goals;

- 41.3.18.6. meet with the Panel Pair monthly to review the Peer Coach's work. At such conferences, the Peer Coach will present an oral summary of the status of each Program participant with whom s/he works and the assistance provided;
- 41.3.18.7. maintain a daily or weekly schedule of activities in the Peer Coach's office;
- 41.3.18.8. send copies of observation reports and review forms to the principal and to the Panel pairs as completed;
- 41.3.18.9. assume responsibility for submitting all documentation to the Human Resources Office by the designated dates in accordance with the Contract and these guidelines;
- 41.3.18.10. observe teachers referred to the intervention components and make recommendations about their participation in the program to the PAR Panel and send said reports and recommendations to each PAR Panel member;
- 41.3.18.11. maintain a log for each Program participant showing dates and times of contacts, including a summary of conversations, observations, and other forms of assistance provided. Said documentation shall be included in reports to the PAR Panel.
- 41.3.19. **Peer Coach Selection**
  - 41.3.19.1. The Lead Coach and Peer Coach positions shall be posted in all schools and in the Board's Central Offices by Human Resources. Following the implementation phase, prior service as a Peer Coach shall be a significant selection criterion for Lead Coach positions.
  - 41.3.19.2. Minimum qualifications for the position are:
    - 41.3.19.2.1. California Clear Credential for subject area of assignment;
    - 41.3.19.2.2. five years of full-time SFUSD service as a teacher in the subject matter field of assignment;
    - 41.3.19.2.3. consistent Highly Satisfactory or Outstanding evaluations;
    - 41.3.19.2.4. SFUSD service during the past two years as a classroom teacher, preferably serving in the discipline for which application is made;
    - 41.3.19.2.5. prior successful experience in a mentor/coach/support role for teachers.
  - 41.3.19.3. Applicants shall provide 1) professional references and 2) written recommendations from a principal, a teacher colleague, and a teacher or student teacher whom they have mentored. The Panel shall select Peer Coaches from among applicants meeting minimum qualifications. The Panel and the Head of Human Resources shall develop the vacancy announcements and other selection procedures.

- 41.3.19.4. The pool of eligible Peer Coaches may be larger than the Program can support. Those who are eligible to be Peer Coaches, but who are not selected, shall remain on the eligibility list for a one (1) year period; if they are not activated during that time because the caseload does not warrant it, they must reapply.
  - 41.3.19.5. While it is desired that there is a credential/experience match between each Program participant and Peer Coach, fiscal and logistical realities make that match impossible in every case. The PAR Panel, in consultation with CIPD, Language Academy, or other District departments, shall develop an annual process to identify and select qualified subject and/or program specialists who shall be a resource to the Peer Coach in carrying out his/her duties. Compensation and work hours, determined by the PAR Panel, shall be consistent with those of Peer Coach.
- 41.4. **Permanent Teacher Intervention**
- 41.4.1. The Permanent Teacher Intervention Component is a cooperative effort between the Union and the District. The intervention process is an outgrowth of the Union's and District's desire to maintain quality performance standards for the teaching staff and to comply with state funding incentives.
    - 41.4.1.1. Program participation is defined in Sections 1.3. and 1.4.
    - 41.4.1.2. It shall be the obligation of the Panel to report the results of this intervention to the District Superintendent and to the Board of Education.
    - 41.4.1.3. The written documentation in the final review shall become a part of the permanent teacher's personnel file.
  - 41.4.2. The primary focus of the Program is to provide assistance and renew quality teaching.
  - 41.4.3. Assistance and remedial efforts and activities shall be intense and multifaceted.
    - 41.4.3.1. To initiate the intervention process, a conference shall be held to begin the development of the Individual Improvement Plan. The conference shall involve the Intervention Teacher, the teacher's evaluator, and the assigned Peer Coach.
    - 41.4.3.2. The permanent teacher has the right to request Union representation, as per Section 16.2.
  - 41.4.4. As per Section 1.4., placement in the Intervention Program for 2000-2001 shall be based upon the current District evaluation system. As soon as feasible thereafter, placement shall be predicated on standards-based evaluation criteria.

- 41.4.5. Peer Coaches and the PAR Panel shall have primary responsibility in the assistance and review of Intervention Teachers to whom they are assigned.
- 41.4.6. The Permanent Teacher Intervention Component shall be responsible for the review of teachers so assigned. Said review shall be based upon the permanent teacher's adherence to the teaching standards adopted by the Union and District.
- 41.4.7. The principal shall have responsibility for reporting to the Intervention Teacher and to the PAR Panel the teacher's performance as it relates to the school as a whole.
- 41.4.8. It is expected that there be frequent conversations, scheduled and non-scheduled between the Peer Coach and the principal regarding the progress the Program participant is making towards implementing the standards.
- 41.4.9. **Expectations for Serving Intervention Teachers**
  - 41.4.9.1. Intervention Teachers shall receive assistance at an intensive rate to be determined by the PAR Panel.
  - 41.4.9.2. The Peer Coach will share all written and verbal progress reports during a conference with the teacher at least once month. A confidential copy of the written reports will be provided to the principal in advance of delivery to the teacher.
  - 41.4.9.3. Progress reports shall relate specifically to the Individual Improvement Plan approved by the PAR Panel.
  - 41.4.9.4. If the Individual Improvement Plan is modified during the course of the intervention, the process as described in Section 4.3 shall apply.
  - 41.4.9.5. The assistance provided by Peer Coaches under this article shall be closely monitored by the PAR Panel.
- 41.4.10. Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations. Written materials provided the teacher should be provided to the Panel.
- 41.4.10.1. Should the principal deem it necessary to communicate with a teacher in the Intervention Program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., he/she will forward a copy to the Peer Coach who shall inform the PAR Panel.
- 41.4.11. At the quarterly meeting the Peer Coach shall provide an oral report and all written documentation to the Panel regarding the progress of the permanent teacher.

- 41.4.11.1. The teacher may be present for the presentation and will be given an opportunity to respond to the report.
- 41.4.11.2. The teacher may not be present during deliberations of the Panel, which are confidential. The Panel may request additional follow-up information from the principal, Peer Coach, or teacher.
- 41.4.12. The course of assistance shall include one or more of the following:
  - 41.4.12.1. multiple classroom observations by the Peer Coach and/or principal;
  - 41.4.12.2. assistance specific to the Standard(s) referenced in the Individual Improvement Plan;
  - 41.4.12.3. opportunities for the participating teacher to observe exemplary practice either by the Peer Coach or other teachers;
  - 41.4.12.4. District-provided professional development opportunities;
  - 41.4.12.5. workshops and/or conference attendance, often in the company of the Peer Coach, to facilitate reflection on how this experience fits into the Individual Improvement Plan.
  - 41.4.12.6. Other forms of assistance that the Peer Coach and the principal or Panel may provide.
  - 41.4.12.7. The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Peer Coach shall maintain primary responsibility for the Individual Improvement Plan, but may function more as a case carrier who assures the availability of appropriate resources.
- 41.4.13. At the conclusion of the year of review, the PAR Panel shall report to the permanent teacher, principal, and District Superintendent that:
  - 41.4.13.1. the permanent teacher has demonstrated “proficiency” in the California Standards for the Teacher Profession (SFUSD Standards), and can return to the process of principal-only assistance and evaluation; or
  - 41.4.13.2. the PAR Panel does not believe further assistance and remediation will be successful, with documented reasons in support of this conclusion. The District may then initiate dismissal proceedings or may, at its discretion, continue to employ the teacher.
- 41.4.14. Notwithstanding 41.4.13 above, and while the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the PAR Panel believes progress is being made, although the permanent teacher may not have yet demonstrated “proficiency.”
- 41.4.15. The deliberations of the PAR Panel shall be closed and confidential. Its decisions shall be based upon classroom performance, information

provided by the Peer Coach, the principal, and the permanent teacher. However, the final decision of the Panel shall not be made prior to any potential input from the assigned UESF representative.

- 41.4.15.1. The report of the vote shall only include the number of PAR Panel members voting on each side of the question.
- 41.4.16. The decision of the PAR Panel shall be reported to the teacher, the Peer Coach, and the principal in conference with the Head of Human Resources and, if requested by the intervention teacher, a representative from UESF.
- 41.4.17. **Recommendation for Dismissal**
  - 41.4.17.1. The documents related to the case shall be referred to an impartial arbitrator for review.
    - 41.4.17.1.1. The impartial arbitrator shall be selected from a panel of arbitrators selected by the PAR Panel.
  - 41.4.17.2. If the impartial arbitrator determines that procedures have been correctly followed, the Union will agree that its obligation of fair representation has been met.
  - 41.4.17.3. The parties agree that the cost of the arbitration process shall not decrease the administrative expenditure limitations of AB1x. If the cost of the process exceeds said limitations, and cannot be reimbursed from other sources, the excess cost shall be split between the parties.

#### 41.5. **Permanent Teacher Due Process Rights**

- 41.5.1. The permanent teacher shall be entitled to review all reports generated by the Peer Coach and principal prior to their submission to the PAR Panel, and to have his/her comments attached. To effectuate this right, the Peer Coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the PAR Panel at which the reports will be considered.
- 41.5.2. The permanent teacher shall have the right to be represented by UESF in any meetings of the Panel to which s/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 41.5.3. The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance process, nor shall a decision to remove a permanent teacher from the Program be grievable.
- 41.5.4. The permanent teacher shall have the right to timely reports of progress being made.

- 41.5.5. The permanent teacher shall have the right to present reasons in writing to the PAR Panel why a specific Peer Coach should be replaced and another Peer Coach substituted and to have those reasons considered.
- 41.5.6. The record of this intervention may be sealed within the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.
- 41.5.7. This Program in no manner diminishes the legal rights of bargaining unit members of the District.
- 41.6. **Miscellaneous Provisions**
- 41.6.1. A teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Peer Coach, principal, or Panel, but may file responses that shall become part of the official record of the intervention.
- 41.6.2. Expenditures for the Program, including related administrative costs of up to 5%, shall not exceed funds made available through passage of AB1x (1999, Villaraigosa or successor legislation).
- 41.6.3. At the conclusion of the 2000-2001 fiscal year, if revenue exceeds expenditures, the District and the Union shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of this article and the staff development activities of the District.
- 41.6.4. Funds shall also be set aside to allow the Peer Coaches release days and/or conferences as developmental tools with the teachers assigned to the Program.
- 41.6.5. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa or successor legislation).
- 41.6.6. The cost of releasing coaches for service in the program shall be computed on the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs.
- 41.6.7. **Governing Board Review of Recommendations** : Nothing herein shall preclude the Superintendent and/or Board members from examining information which they are entitled by law to review in connection with the report of the Program review process of and/or reemployment decision of probationary or permanent certificated employees.
- 41.6.8. The PAR Program shall be reviewed annually. As part of the annual review, the bargaining process shall ensure that all Program funds not used by the Program are used in ways consistent with the intent of the Program.

- 41.6.9. **Retention of Education Code Rights** : Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.
- 41.6.9.1. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 41.6.10. Through its basic liability insurance coverage, the District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this Program as provided in Education Code Section 44503(c), in the same manner as it would hold harmless its principals and other administrators involved in the teacher evaluation process.
- 41.6.11. **Confidentiality** : All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, PAR Panel members and coaches may disclose such information only as necessary to administer this article.

#### **XLII — Savings Clause**

- 41.1. In the event that any provision of this contract, or application thereof, is or shall be determined to be contrary to law by the Public Employment Relations Board (PERB) or by a court of final jurisdiction, such provisions shall be deemed invalid but all other provisions of this contract shall continue in effect.
- 41.2. **Statutory changes**
- 41.2.1. Federal, State, or Municipal legislative or administrative regulation changes that are permissive and affect the provisions of this Agreement shall, upon request of either party, be subjects for negotiations regarding a successor agreement.
- 41.2.2. Legislative or administrative regulations changes that are mandatory and are in legal conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement. The District and the Union agree to meet and revise the Agreement to reflect the mandatory change.

#### **XLIII — Duration**

This contract shall be effective from July 1, 1998, through June 30, 2001 Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subjects for either of said years.



**Signatures**

IN WITNESS WHEREOF, the parties have executed this agreement on December 16, 1999.

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

San Francisco  
Unified School District

By:

\_\_\_\_\_  
Kent Mitchell, President

\_\_\_\_\_  
Mary Hernandez, Board President

\_\_\_\_\_  
Rudi Faltus, Vice President

\_\_\_\_\_  
Linda Davis, Superintendent

\_\_\_\_\_  
Peggy Gash, Vice President USP

\_\_\_\_\_  
Dr. Bruce Julian

\_\_\_\_\_  
Robert Fesler, Vice President Substitite

\_\_\_\_\_  
Benson Wong

\_\_\_\_\_  
Dennis Kelly, Secretary

\_\_\_\_\_  
Lily Gee Hickman, Treasurer

\_\_\_\_\_  
Tom Edminster, Sergeant-at-Arms

\_\_\_\_\_  
Richard Hemann, CFT Staff  
Chief Negotiator

\_\_\_\_\_  
Kim Mukoyama

\_\_\_\_\_  
Betty Robinson Harris

\_\_\_\_\_  
Armen Sedrakian

\_\_\_\_\_  
Derrlyn Tom

**Appendix A: Calendars**

A.1. Calendars will be subject to waiver approval where required. In the event a waiver request is denied the District and Union will meet and negotiate needed changes.

**Appendix B: Salary schedules**

B.1. 1998-2000 Salary Schedule

B.1.1. 1998-1999 Teachers K-12 Program(all credentials)

<b>Classification</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>Rating</b>	<b>BA</b>	<b>BA + 30</b>	<b>BA + 60</b>
1/2	31,172	31,172	31,804
3	31,172	31,172	33,549
4	31,172	32,519	35,294
5	31,172	33,972	37,041
6	31,573	35,429	38,787
7	32,962	36,882	40,532
8	34,349	38,337	42,279
9	35,738	39,793	44,025
10	37,126	41,246	45,769
11	38,513	42,702	47,516
12	39,903	44,156	49,262
13	41,291	45,611	
14	42,677		
A=15			51,007
B=18			52,749
C=21			54,498
D=24			56,246

B.1.2. 1998-2000 Social workers, nurses, & supervisors of child welfare and attendance - 181 day work year

<b>Rating</b>	
<b>1/2</b>	34,193
<b>3</b>	35,938
<b>4</b>	37,684
<b>5</b>	39,430
<b>6</b>	41,175
<b>7</b>	42,921
<b>8</b>	44,667
<b>9</b>	46,413
<b>10</b>	48,158
<b>11</b>	49,904
<b>12</b>	51,650
<b>A=15</b>	53,395
<b>B=18</b>	55,141
<b>C=21</b>	56,887
<b>D=24</b>	58,632

B.1.3. 1998-2000 Psychologists - 181 day work year

<b>Rating</b>	
<b>1</b>	46,413
<b>2</b>	48,158
<b>3</b>	49,904
<b>4</b>	51,650
<b>A=7</b>	53,395
<b>B=10</b>	55,141
<b>C=13</b>	56,887
<b>D=16</b>	58,632

B.1.4. 1998-2000 Full-Time Child Development Program Teachers -  
Hired before Aug 1, 1986

<b>Classification</b>	<b>IV</b>	<b>V</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>Rating</b>	<b>60-90 units</b>	<b>90+ units</b>	<b>BA</b>	<b>BA + 30</b>	<b>BA + 60</b>
<b>1/2</b>	24,783	25,395	26,022	29,608	31,804
<b>3</b>	26,165	26,776	27,408	31,062	33,549
<b>4</b>	27,547	28,158	28,796	32,519	35,294
<b>5</b>	28,929	29,540	30,186	33,972	37,041
<b>6</b>	30,310	30,923	31,573	35,429	38,787
<b>7</b>	31,693	32,305	32,962	36,882	40,533
<b>8</b>	33,075	33,687	34,349	38,337	42,279
<b>9</b>	34,457	35,068	35,738	39,793	44,025
<b>10</b>	35,839	36,450	37,126	41,246	45,769
<b>11</b>		37,832	38,513	42,702	47,516
<b>12</b>			39,903	44,156	49,262
<b>13</b>			41,291	45,611	
<b>14</b>			42,677		
<b>A=15</b>					51,007
<b>B=18</b>					52,754
<b>C=21</b>					54,498
<b>D=24</b>					56,246

B.1.5. 1998-2000 Part-Time Child Development Program Teachers -  
Hired before Aug 1, 1986

<b>Classification</b>	<b>IV</b>	<b>V</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>Rating</b>	<b>60-90 units</b>	<b>90+ units</b>	<b>BA</b>	<b>BA + 30</b>	<b>BA + 60</b>
<b>1/2</b>	14,162	14,512	14,869	16,918	18,173
<b>3</b>	14,953	15,302	15,661	17,749	19,170
<b>4</b>	15,742	16,091	16,454	18,581	20,167
<b>5</b>	16,532	16,880	17,248	19,412	21,165
<b>6</b>	17,321	17,681	18,041	20,244	22,163
<b>7</b>	18,112	18,462	18,834	21,074	23,160
<b>8</b>	18,902	19,251	19,627	21,906	24,148
<b>9</b>	19,690	20,041	19,627	22,738	25,156
<b>10</b>	20,480	20,830	20,421	23,568	26,152
<b>11</b>		21,620	21,214	24,400	27,151
<b>12</b>			22,801	25,231	28,148
<b>13</b>			23,594	26,062	
<b>14</b>			24,386		
<b>A=15</b>					29,145
<b>B=18</b>					30,144
<b>C=21</b>					31,240
<b>D=24</b>					32,139

B.1.6. 1998-2000 Full-Time Child Development Program Teachers -  
Hired on or after Aug 1, 1986

<b>Classification</b>	<b>IV</b>	<b>V</b>	<b>I</b>
<b>Rating</b>	<b>60-90 units</b>	<b>90+ units</b>	<b>BA</b>
<b>1/2</b>	24,783	25,395	26,022
<b>3</b>	26,165	26,776	27,408
<b>4</b>	27,547	28,158	28,796
<b>5</b>	28,929	29,540	30,186
<b>6</b>	30,310	30,923	31,573
<b>7</b>	31,693	32,305	32,962
<b>8</b>	33,075	33,687	34,349
<b>9</b>	34,457	35,068	35,738
<b>10</b>	35,839	36,450	37,126
<b>11</b>		37,832	38,513
<b>12</b>			39,903
<b>13</b>			41,291
<b>14</b>			42,677
<b>A=15</b>			44,066
<b>B=18</b>			45,455
<b>C=21</b>			46,843
<b>D=24</b>			48,231

B.1.7. 1998-2000 Part-Time Child Development Program Teachers -  
Hired on or after Aug 1, 1986



B.1.8. 1998-2000 Substitute teachers daily rate

<b>Experience</b>	<b>K-12 Daily</b>	<b>CDC Hourly</b>
<b>Less than 75 daily assignments during school year</b>	111.50	15.93
<b>75 or more daily assignments during school year</b>	117.57	16.79

B.1.9. 1998-2000 Hourly rates

<b>Classification</b>	<b>Rates</b>
<b>Extended Hours</b>	22.41
<b>Extra Curricular Hours</b>	22.12
<b>Coaching</b>	22.12
<b>Homebound</b>	26.56
<b>Driver Training</b>	22.12
<b>Summer School Driver Training</b>	26.22
<b>Summer, Evening Saturday School</b>	30.30
<b>Log Cabin Summer School</b>	32.57

B.2. 1999-2000 Salary Schedule - Effective July 1, 1999

B.2.1. Fully Credentialed Teachers K-12 - per Education Code 45023.1 -  
Effective July 1, 1999

<b>Classification</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>Rating</b>	<b>BA</b>	<b>BA + 30</b>	<b>BA + 60</b>
1/2	32,550	32,551	32,552
3	32,551	32,552	33,549
4	32,552	32,553	35,294
5	32,553	33,972	37,041
6	32,554	35,429	38,787
7	32,962	36,882	40,532
8	34,349	38,337	42,279
9	35,738	39,793	44,025
10	37,126	41,246	45,769
11	38,513	42,702	47,516
12	39,903	44,156	49,262
13	41,291	45,611	
14	42,677		
A=15			51,007
B=18			52,749
C=21			54,498
D=24			56,246

B.2.2. K-12 teachers not affected by Education Code 45023.1 -  
Effective July 1, 1999

<b>Classification</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>Rating</b>	<b>BA</b>	<b>BA + 30</b>	<b>BA + 60</b>
1/2	31,172	31,172	31,804
3	31,172	31,172	33,549
4	31,172	32,519	35,294
5	31,172	33,972	37,041
6	31,573	35,429	38,787
7	32,962	36,882	40,532
8	34,349	38,337	42,279
9	35,738	39,793	44,025
10	37,126	41,246	45,769
11	38,513	42,702	47,516
12	39,903	44,156	49,262
13	41,291	45,611	
14	42,677		
A=15			51,007
B=18			52,749
C=21			54,498
D=24			56,246

B.3. K-12 Fully Credentialed Teachers - per Education Code 45023.1

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000		
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary	
Salary	2A	34,000	2,833.33	38,000	3,166.67	
Schedule I	3A	34,001	2,833.42	38,500	3,208.33	
	4A	34,002	2,833.50	39,000	3,250.00	
	5A	34,003	2,833.58	39,500	3,291.67	
	<b>B6</b>	6A	34,004	2,833.67	40,000	3,333.33
	7A	34,005	2,833.75	40,500	3,375.00	
Requirements for Placement- Bachelor Degree	08	34,349	2,862.42	41,000	3,416.67	
	09	35,738	2,978.17	41,500	3,458.33	
	10	37,126	3,093.83	42,000	3,500.00	
	11	38,513	3,209.42	42,500	3,541.67	
	12	39,903	3,325.25	43,287	3,607.25	
	13	41,291	3,440.92	44,815	3,734.58	
	14	42,677	3,556.42	46,343	3,861.92	
	Salary	2A	34,001	2,833.42	38,500	3,208.33
Schedule II	3A	34,002	2,833.50	39,000	3,250.00	
	4A	34,003	2,833.58	39,500	3,291.67	
	5A	34,004	2,833.67	40,000	3,333.33	
	<b>B7</b>	06	35,429	2,952.42	40,500	3,375.00
	07	36,882	3,073.50	41,000	3,416.67	
Requirements for Placement- Bachelor Degree Plus 30 Units	08	38,337	3,194.75	41,642	3,470.17	
	09	39,793	3,316.08	43,297	3,608.08	
	10	41,246	3,437.17	44,952	3,746.00	
	11	42,702	3,558.50	46,608	3,884.00	
	12	44,156	3,679.67	48,263	4,021.92	
	13	45,611	3,800.92	49,918	4,159.83	
	Salary	2A	34,002	2,833.50	39,500	3,291.67
Schedule III	3A	34,003	2,833.58	40,000	3,333.33	
	04	35,294	2,941.17	40,500	3,375.00	
	<b>BB</b>	05	37,041	3,086.75	41,817	3,484.75
	06	38,787	3,232.25	43,863	3,655.25	
	07	40,532	3,377.67	45,909	3,825.75	
Requirements for Placement- Bachelor Degree Plus 60 Units	08	42,279	3,523.25	47,956	3,996.33	
	09	44,025	3,668.75	50,002	4,166.83	
	10	45,769	3,814.08	52,048	4,337.33	
	11	47,516	3,959.67	54,095	4,507.92	
	12	49,262	4,105.17	56,141	4,678.42	
	Rating 12	13	49,262	4,105.17	56,141	4,678.42
	14	49,262	4,105.17	56,141	4,678.42	
	Career	15	51,007	4,250.58	58,187	4,848.92
Increment A	16	51,007	4,250.58	58,187	4,848.92	
	17	51,007	4,250.58	58,187	4,848.92	
	18	52,754	4,396.17	60,233	5,019.42	
Increment B	19	52,754	4,396.17	60,233	5,019.42	
	20	52,754	4,396.17	60,233	5,019.42	
	21	54,498	4,541.50	62,280	5,190.00	
Increment C	22	54,498	4,541.50	62,280	5,190.00	
	23	54,498	4,541.50	62,280	5,190.00	
	24	56,246	4,687.17	64,326	5,360.50	
Increment D	25	56,246	4,687.17	64,326	5,360.50	
	26	56,246	4,687.17	64,326	5,360.50	

B.4. K-12 teachers not affected by Education Code 45023.1

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000	
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary
Salary	02	31,172	2,597.67	33,511	2,792.58
Schedule I	03	31,172	2,597.67	33,761	2,813.42
<b>C6*</b>	04	31,172	2,597.67	34,011	2,834.25
	05	31,172	2,597.67	34,261	2,855.08
Requirements for	06	31,573	2,631.08	34,511	2,875.92
Placement	07	32,962	2,746.83	35,648	2,970.67
Bachelor Degree	08	34,349	2,862.42	37,176	3,098.00
	09	35,738	2,978.17	38,704	3,225.33
	10	37,126	3,093.83	40,232	3,352.67
Salary	02	31,172	2,597.67	33,761	2,813.42
Schedule II	03	31,172	2,597.67	34,011	2,834.25
<b>C7*</b>	04	32,519	2,709.92	35,022	2,918.50
	05	33,972	2,831.00	36,077	3,056.42
Requirements for	06	35,429	2,952.42	38,332	3,194.33
Placement	07	36,882	3,073.50	39,987	3,332.25
Bachelor Degree	08	38,337	3,194.75	41,642	3,470.17
Plus 30 Units	09	39,793	3,316.08	43,297	3,608.08
	10	41,246	3,437.17	44,952	3,746.00
Salary	02	31,804	2,650.33	35,678	2,973.17
Schedule III	03	33,549	2,795.75	37,724	3,143.67
<b>C8*</b>	04	35,294	2,941.17	39,770	3,314.17
	05	37,041	3,086.75	41,817	3,484.75
Requirements for	06	38,787	3,232.25	43,863	3,655.25
Placement	07	40,532	3,377.67	45,909	3,825.75
Bachelor Degree	08	42,279	3,523.25	47,956	3,996.33
Plus 60 Units	09	44,025	3,668.75	50,002	4,166.83
	10	45,769	3,814.08	52,048	4,337.33

\* New salary grade

\*\* For teachers hired on or after 7/1/00 placement limited to five steps

B.5. K-12 National Board of Professional Teaching Standards Certified

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000	
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary
Salary	02A	39,000	3,250.00	43,000	3,583.33
Schedule I	03A	39,001	3,250.08	43,500	3,625.00
<b>16</b>	04A	39,002	3,250.17	44,000	3,666.67
	05A	39,003	3,250.25	44,500	3,708.33
Requirements for Placement	06A	39,004	3,250.33	45,000	3,750.00
	07A	39,005	3,250.42	45,500	3,791.67
In addition to Certificate-	08	39,349	3,279.08	46,000	3,833.33
Bachelor Degree	09	40,738	3,394.83	46,500	3,875.00
	10	42,126	3,510.50	47,000	3,916.67
	11	43,513	3,626.08	47,500	3,958.33
	12	44,903	3,741.92	48,287	4,023.92
	13	46,291	3,857.58	49,815	4,151.25
	14	47,677	3,973.08	51,343	4,278.58
Salary	02A	39,001	3,250.08	43,500	3,625.00
Schedule II	03A	39,002	3,250.17	44,000	3,666.67
<b>17</b>	04A	39,003	3,250.25	44,500	3,708.33
	05A	39,004	3,250.33	45,000	3,750.00
Requirements for Placement	06	40,429	3,369.08	45,500	3,791.67
In addition to Certificate-	07	41,882	3,490.17	46,000	3,833.33
Bachelor Degree	08	43,337	3,611.42	46,642	3,886.83
Plus 30 Units	09	44,793	3,732.75	48,297	4,024.75
	10	46,246	3,853.83	49,952	4,162.67
	11	47,702	3,975.17	51,608	4,300.67
	12	49,156	4,096.33	53,263	4,438.58
	13	50,611	4,217.58	54,918	4,576.50
Salary	02A	39,002	3,250.17	44,500	3,708.33
Schedule III	03A	39,003	3,250.25	45,000	3,750.00
<b>18</b>	04	40,294	3,357.83	45,500	3,791.67
	05	42,041	3,503.42	46,817	3,901.42
Requirements for Placement	06	43,787	3,648.92	48,863	4,071.92
In addition to Certificate-	07	45,532	3,794.33	50,909	4,242.42
Bachelor Degree	08	47,279	3,939.92	52,956	4,413.00
Plus 60 Units	09	49,025	4,085.42	55,002	4,583.50
	10	50,769	4,230.75	57,048	4,754.00
	11	52,516	4,376.33	59,095	4,924.58
	12	54,262	4,521.83	61,141	5,095.08
Rating 12	13	54,262	4,521.83	61,141	5,095.08
	14	54,262	4,521.83	61,141	5,095.08
Career	15	56,007	4,667.25	63,187	5,265.58
Increment A	16	56,007	4,667.25	63,187	5,265.58
	17	56,007	4,667.25	63,187	5,265.58
Career	18	57,754	4,812.83	65,233	5,436.08
Increment B	19	57,754	4,812.83	65,233	5,436.08
	20	57,754	4,812.83	65,233	5,436.08
Career	21	59,498	4,958.17	67,280	5,606.67
Increment C	22	59,498	4,958.17	67,280	5,606.67
	23	59,498	4,958.17	67,280	5,606.67
Career	24	61,246	5,103.83	69,326	5,777.17
Increment D	25	61,246	5,103.83	69,326	5,777.17
	26	61,246	5,103.83	69,326	5,777.17

### B.6. Psychologists and speech pathologists

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000	
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary
Psychologist	01	46,413	3,867.75	55,745	4,645.42
Speech Therapist	02	48,158	4,013.17	58,072	4,839.33
	03	49,905	4,158.75	60,399	5,033.25
<b>B1</b>	04	51,651	4,304.25	62,726	5,227.17
	05	51,651	4,304.25	62,726	5,227.17
	06	51,651	4,304.25	62,726	5,227.17
Career	07	53,396	4,449.67	64,917	5,409.75
Increment A	08	53,396	4,449.67	64,917	5,409.75
	09	53,396	4,449.67	64,917	5,409.75
Career	10	55,143	4,595.25	67,108	5,592.33
Increment B	11	55,143	4,595.25	67,108	5,592.33
	12	55,143	4,595.25	67,108	5,592.33
Career	13	56,889	4,740.75	69,298	5,774.83
Increment C	14	56,889	4,740.75	69,298	5,774.83
	15	56,889	4,740.75	69,298	5,774.83
Career	16	58,633	4,886.08	71,489	5,957.42
Increment D	17	58,633	4,886.08	71,489	5,957.42
	18	58,633	4,886.08	71,489	5,957.42

### B.7. Social workers, nurses, & supervisors of child welfare and attendance

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000	
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary
Social Workers,	02	34,195	2,849.58	38,010	3,167.50
Nurses &	03	35,941	2,995.08	40,252	3,354.33
Supervisors Child	04	37,688	3,140.67	42,494	3,541.17
Welfare and	05	39,433	3,286.08	44,735	3,727.92
Attendance	06	41,179	3,431.58	46,977	3,914.75
	07	42,924	3,577.00	49,219	4,101.58
	08	44,672	3,722.67	51,460	4,288.33
	09	46,416	3,868.00	53,702	4,475.17
<b>B9</b>	10	48,162	4,013.50	55,944	4,662.00
	11	49,908	4,159.00	58,186	4,848.83
	12	51,654	4,304.50	60,427	5,035.58
Rating 12	13	51,654	4,304.50	60,427	5,035.58
	14	51,654	4,304.50	60,427	5,035.58
	15	53,400	4,450.00	62,538	5,211.50
Career	16	53,400	4,450.00	62,538	5,211.50
Increment A	17	53,400	4,450.00	62,538	5,211.50
	18	55,146	4,595.50	64,648	5,387.33
Career	19	55,146	4,595.50	64,648	5,387.33
Increment B	20	55,146	4,595.50	64,648	5,387.33
	21	56,892	4,741.00	66,759	5,563.25
Career	22	56,892	4,741.00	66,759	5,563.25
Increment C	23	56,892	4,741.00	66,759	5,563.25
	24	58,639	4,886.58	68,869	5,739.08
Career	25	58,639	4,886.58	68,869	5,739.08
Increment D	26	58,639	4,886.58	68,869	5,739.08
	26	58,639	4,886.58	68,869	5,739.08

## B.8. High School Department Heads

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000	
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary
	02	36,466	3,038.83	44,176	3,681.33
Basic Single	03	36,467	3,038.92	44,676	3,723.00
Salary	04	36,468	3,039.00	45,176	3,764.67
Schedule I	05	36,469	3,039.08	45,676	3,806.33
	06	36,470	3,039.17	46,176	3,848.00
DEPARTMENT HEAD	07	36,471	3,039.25	46,676	3,889.67
	08	36,815	3,067.92	47,176	3,931.33
<b>R6</b>	09	38,204	3,183.67	47,676	3,973.00
Requirements for	10	39,592	3,299.33	48,176	4,014.67
Placement-	11	40,979	3,414.92	48,676	4,056.33
Bachelor Degree	12	42,369	3,530.75	49,176	4,098.00
	13	43,757	3,646.42	50,176	4,140.00
	14	45,143	3,761.92	51,176	4,182.00
Basic Single	02	36,467	3,038.92	41,307	3,442.25
Salary	03	36,468	3,039.00	41,807	3,483.92
Schedule II	04	36,469	3,039.08	42,307	3,525.58
	05	36,470	3,039.17	42,807	3,567.25
DEPARTMENT HEAD	06	37,895	3,157.92	43,307	3,608.92
	07	39,348	3,279.00	43,807	3,650.58
<b>R7</b>	08	40,803	3,400.25	44,307	3,692.25
Requirements for	09	42,259	3,521.58	44,807	3,733.92
Placement-	10	43,712	3,642.67	45,307	3,775.58
Bachelor Degree	11	45,168	3,764.00	45,807	3,817.25
Plus 30 Units	12	46,622	3,885.17	46,307	3,858.92
	13	48,077	4,006.42	46,807	3,900.58
Basic Single	02	36,468	3,039.00	42,307	3,525.58
Salary	03	36,469	3,039.08	42,807	3,567.25
Schedule III	04	37,760	3,146.67	43,307	3,608.92
	05	39,507	3,292.25	44,307	3,718.67
DEPARTMENT HEAD	06	41,253	3,437.75	45,307	3,828.33
	07	42,998	3,583.17	46,307	3,938.00
<b>R8</b>	08	44,745	3,728.75	47,307	4,047.67
Requirements for	09	46,491	3,874.25	48,307	4,157.33
Placement-	10	48,235	4,019.58	49,307	4,267.00
Bachelor Degree	11	49,982	4,165.17	50,307	4,376.67
Plus 60 Units	12	51,728	4,310.67	51,307	4,486.33
	13	51,728	4,310.67	52,307	4,596.00
	14	51,728	4,310.67	53,307	4,705.67
Career	15	53,473	4,456.08	54,307	4,815.33
Increment A	16	53,473	4,456.08	55,307	4,925.00
	17	53,473	4,456.08	56,307	5,034.67
Career	18	55,220	4,601.67	57,307	5,144.33
Increment B	19	55,220	4,601.67	58,307	5,254.00
	20	55,220	4,601.67	59,307	5,363.67
Career	21	56,964	4,747.00	60,307	5,473.33
Increment C	22	56,964	4,747.00	61,307	5,583.00
	23	56,964	4,747.00	62,307	5,692.67
Career	24	58,712	4,892.67	63,307	5,802.33
Increment D	25	58,712	4,892.67	64,307	5,912.00
	26	58,712	4,892.67	65,307	6,021.67



## B.9. Head Counselors and Deans

Class/ Occupation	Rating	Effective 7/1/2000		Effective 9/21/2000	
		Annual Salary	12-pay Monthly Salary	Annual Salary	12-pay Monthly Salary
	02	39,422	3,285.17	44,176	3,681.33
Basic Single	03	39,423	3,285.25	44,676	3,723.00
Salary	04	39,424	3,285.33	45,176	3,764.67
Schedule I	05	39,425	3,285.42	45,676	3,806.33
	06	39,426	3,285.50	46,176	3,848.00
HEAD COUNSELORS	07	39,427	3,285.58	46,676	3,889.67
	08	39,771	3,314.25	47,176	3,931.33
<b>R6</b>	09	41,160	3,430.00	47,676	3,973.00
Requirements for	10	42,548	3,545.67	48,176	4,014.67
Placement-	11	43,935	3,661.25	48,676	4,056.33
Bachelor Degree	12	45,325	3,777.08	49,463	4,121.92
	13	46,713	3,892.75	50,991	4,249.25
	14	48,099	4,008.25	52,519	4,376.58
Basic Single	02	39,423	3,285.25	44,676	3,723.00
Salary	03	39,424	3,285.33	45,176	3,764.67
Schedule II	04	39,425	3,285.42	45,676	3,806.33
	05	39,426	3,285.50	46,176	3,848.00
HEAD COUNSELORS	06	40,851	3,404.25	46,676	3,889.67
	07	42,304	3,525.33	47,176	3,931.33
<b>R7</b>	08	43,759	3,646.58	47,818	3,984.83
Requirements for	09	45,215	3,767.92	49,473	4,122.75
Placement-	10	46,668	3,889.00	51,128	4,260.67
Bachelor Degree	11	48,124	4,010.33	52,784	4,398.67
Plus 30 Units	12	49,578	4,131.50	54,439	4,536.58
	13	51,033	4,252.75	56,094	4,674.50
Basic Single	02	39,424	3,285.33	45,676	3,806.33
Salary	03	39,425	3,285.42	46,176	3,848.00
Schedule III	04	40,716	3,393.00	46,676	3,889.67
	05	42,463	3,538.58	47,993	3,999.42
HEAD COUNSELORS	06	44,209	3,684.08	50,039	4,169.92
	07	45,954	3,829.50	52,085	4,340.42
<b>R8</b>	08	47,701	3,975.08	54,132	4,511.00
Requirements for	09	49,447	4,120.58	56,178	4,681.50
Placement-	10	51,191	4,265.92	58,224	4,852.00
Bachelor Degree	11	52,938	4,411.50	60,271	5,022.58
Plus 60 Units	12	54,684	4,557.00	62,317	5,193.08
	13	54,684	4,557.00	62,317	5,193.08
	14	54,684	4,557.00	62,317	5,193.08
Career	15	56,429	4,702.42	64,363	5,363.58
Increment A	16	56,429	4,702.42	64,363	5,363.58
	17	56,429	4,702.42	64,363	5,363.58
Career	18	58,176	4,848.00	66,409	5,534.08
Increment B	19	58,176	4,848.00	66,409	5,534.08
	20	58,176	4,848.00	66,409	5,534.08
Career	21	59,920	4,993.33	68,456	5,704.67
Increment C	22	59,920	4,993.33	68,456	5,704.67
	23	59,920	4,993.33	68,456	5,704.67
Career	24	61,668	5,139.00	70,502	5,875.17
Increment D	25	61,668	5,139.00	70,502	5,875.17
	26	61,668	5,139.00	70,502	5,875.17

**B.10. Full-time Child Development Program Teachers -  
Hired before Aug 1, 1986 Full-Time (Part 1)**

Classification/ Occupation	Rating	Effective 7/1/2000		Effective 12/2/2000		Effective 5/21/2001	
		Annual Salary	Monthly Salary	Annual Salary	Monthly Salary	Annual Salary	Monthly Salary
Salary	02	26,025	2,168.75	27,066	2,255.50	27,336	2,278.00
Schedule IV	03	27,478	2,289.83	28,577	2,381.42	28,863	2,405.25
	04	28,928	2,410.67	30,085	2,507.08	30,386	2,532.17
<b>D4</b>	05	30,379	2,531.58	31,594	2,632.83	31,910	2,659.17
	06	31,830	2,652.50	33,103	2,758.58	33,434	2,786.17
Requirement for placement-	07	33,282	2,773.50	34,614	2,884.50	34,960	2,913.33
Undergraduate	08	34,735	2,894.58	36,124	3,010.33	36,485	3,040.42
with 60-90 units	09	36,184	3,015.33	37,631	3,135.92	38,007	3,167.25
	10	37,635	3,136.25	39,140	3,261.67	39,531	3,294.25
Salary	02	26,667	2,222.25	27,734	2,311.17	28,011	2,334.25
Schedule V	03	28,118	2,343.17	29,243	2,436.92	29,536	2,461.33
	04	29,570	2,464.17	30,752	2,562.67	31,060	2,588.33
<b>D5</b>	05	31,020	2,585.00	32,260	2,688.33	32,583	2,715.25
	06	32,473	2,706.08	33,772	2,814.33	34,109	2,842.42
Requirement for placement-	07	33,926	2,827.17	35,283	2,940.25	35,636	2,969.67
Undergraduate	08	35,376	2,948.00	36,791	3,065.92	37,159	3,096.58
with 90+ units	09	36,828	3,069.00	38,301	3,191.75	38,684	3,223.67
	10	38,278	3,189.83	39,809	3,317.42	40,207	3,350.58
	11	39,729	3,310.75	41,319	3,443.25	41,732	3,477.67
Salary	02	27,324	2,277.00	28,417	2,368.08	28,701	2,391.75
Schedule VI	03	28,779	2,398.25	29,930	2,494.17	30,229	2,519.08
	04	30,236	2,519.67	31,446	2,620.50	31,760	2,646.67
<b>D6</b>	05	31,696	2,641.33	32,964	2,747.00	33,293	2,774.42
	06	33,152	2,762.67	34,478	2,873.17	34,823	2,901.92
Requirement for placement-	07	34,611	2,884.25	35,995	2,999.58	36,355	3,029.58
Bachelors' Degree	08	36,067	3,005.58	37,510	3,125.83	37,885	3,157.08
	09	37,525	3,127.08	39,026	3,252.17	39,417	3,284.75
	10	38,983	3,248.58	40,542	3,378.50	40,948	3,412.33
	11	40,439	3,369.92	42,057	3,504.75	42,477	3,539.75
	12	41,899	3,491.58	43,575	3,631.25	44,010	3,667.50
	13	43,356	3,613.00	45,090	3,757.50	45,541	3,795.08
	14	44,811	3,734.25	46,604	3,883.67	47,070	3,922.50
Salary	02	31,089	2,590.75	32,332	2,694.33	32,656	2,721.33
Schedule VII	03	32,616	2,718.00	33,920	2,826.67	34,259	2,854.92
	04	34,145	2,845.42	35,511	2,959.25	35,866	2,988.83
<b>D7</b>	05	35,671	2,972.58	37,098	3,091.50	37,469	3,122.42
	06	37,201	3,100.08	38,689	3,224.08	39,076	3,256.33
Requirement for placement-	07	38,727	3,227.25	40,276	3,356.33	40,678	3,389.83
Bachelors' Degree	08	40,254	3,354.50	41,865	3,488.75	42,283	3,523.58
Plus 30 units	09	41,783	3,481.92	43,454	3,621.17	43,889	3,657.42
	10	43,309	3,609.08	45,041	3,753.42	45,492	3,791.00
	11	44,838	3,736.50	46,631	3,885.92	47,097	3,924.75
	12	46,364	3,863.67	48,219	4,018.25	48,701	4,058.42
	13	47,892	3,991.00	49,808	4,150.67	50,306	4,192.17

**B.10. Full-time Child Development Program Teachers -  
Hired before Aug 1, 1986 (Part 2)**

Classification/ Occupation	Rating	Effective 7/1/2000		Effective 12/2/2000		Effective 5/21/2001	
		Annual Salary	Monthly Salary	Annual Salary	Monthly Salary	Annual Salary	Monthly Salary
Salary	02	33,395	2,782.92	34,730	2,894.17	35,078	2,923.17
Schedule VIII	03	35,227	2,935.58	36,636	3,053.00	37,002	3,083.50
	04	37,059	3,088.25	38,542	3,211.83	38,927	3,243.92
	05	38,894	3,241.17	40,449	3,370.75	40,854	3,404.50
D8	06	40,727	3,393.92	42,356	3,529.67	42,779	3,564.92
	07	42,559	3,546.58	44,262	3,688.50	44,704	3,725.33
Requirement for placement-	08	44,393	3,699.42	46,169	3,847.42	46,631	3,885.92
Bachelors' Degree	09	46,227	3,852.25	48,076	4,006.33	48,557	4,046.42
Plus 60 units	10	48,058	4,004.83	49,980	4,165.00	50,480	4,206.67
	11	49,892	4,157.67	51,888	4,324.00	52,407	4,367.25
Schedule VIII Rating 12	12	51,726	4,310.50	53,795	4,482.92	54,333	4,527.75
	13	51,726	4,310.50	53,795	4,482.92	54,333	4,527.75
	14	51,726	4,310.50	53,795	4,482.92	54,333	4,527.75
Career Increment A	15	53,558	4,463.17	55,700	4,641.67	56,257	4,688.08
	16	53,558	4,463.17	55,700	4,641.67	56,257	4,688.08
Career Increment B	17	53,558	4,463.17	55,700	4,641.67	56,257	4,688.08
	18	55,392	4,616.00	57,608	4,800.67	58,184	4,848.67
	19	55,392	4,616.00	57,608	4,800.67	58,184	4,848.67
Career Increment C	20	55,392	4,616.00	57,608	4,800.67	58,184	4,848.67
	21	57,223	4,768.58	59,512	4,959.33	60,107	5,008.92
	22	57,223	4,768.58	59,512	4,959.33	60,107	5,008.92
Career Increment D	23	57,223	4,768.58	59,512	4,959.33	60,107	5,008.92
	24	59,059	4,921.58	61,421	5,118.42	62,035	5,169.58
	25	59,059	4,921.58	61,421	5,118.42	62,035	5,169.58
	26	59,059	4,921.58	61,421	5,118.42	62,035	5,169.58

**B.11. Part-Time Child Development Program Teachers -  
Hired before Aug 1, 1986 (Part 1)**

Classification/ Occupation	Annual Rating	Effective 7/1/2000		Effective 12/2/2000		Effective 5/21/2001	
		Monthly Salary	Annual Salary	Monthly Salary	Annual Salary	Monthly Salary	Annual Salary
Salary	02	14,871	1,239.25	15,465	1,288.75	15,620	1,301.67
Schedule IV	03	15,701	1,308.42	16,329	1,360.75	16,492	1,374.33
	04	16,529	1,377.42	17,191	1,432.58	17,363	1,446.92
D4	05	17,359	1,446.58	18,053	1,504.42	18,234	1,519.50
	06	18,188	1,515.67	18,915	1,576.25	19,105	1,592.08
Requirement for placement-	07	19,018	1,584.83	19,778	1,648.17	19,976	1,664.67
Undergraduate	08	19,847	1,653.92	20,641	1,720.08	20,848	1,737.33
with 60-90 units	09	20,675	1,722.92	21,502	1,791.83	21,717	1,809.75
	10	21,504	1,792.00	22,365	1,863.75	22,588	1,882.33
Salary	02	15,238	1,269.83	15,847	1,320.58	16,006	1,333.83
Schedule V	03	16,067	1,338.92	16,710	1,392.50	16,877	1,406.42
	04	16,896	1,408.00	17,572	1,464.33	17,748	1,479.00
D5	05	17,725	1,477.08	18,434	1,536.17	18,618	1,551.50
	06	18,555	1,546.25	19,297	1,608.08	19,490	1,624.17
Requirement for placement-	07	19,385	1,615.42	20,161	1,680.08	20,362	1,696.83
Undergraduate	08	20,214	1,684.50	21,022	1,751.83	21,233	1,769.42
with 90+ units	09	21,044	1,753.67	21,885	1,823.75	22,104	1,842.00
	10	21,872	1,822.67	22,747	1,895.58	22,975	1,914.58
	11	22,701	1,891.75	23,609	1,967.42	23,846	1,987.17
Salary	02	15,613	1,301.08	16,237	1,353.08	16,400	1,366.67
Schedule VI	03	16,444	1,370.33	17,102	1,425.17	17,273	1,439.42
	04	17,277	1,439.75	17,968	1,497.33	18,148	1,512.33
D6	05	18,111	1,509.25	18,835	1,569.58	19,024	1,585.33
	06	18,943	1,578.58	19,701	1,641.75	19,898	1,658.17
Requirement for placement-	07	19,777	1,648.08	20,568	1,714.00	20,773	1,731.08
Bachelors' Degree	08	20,609	1,717.42	21,433	1,786.08	21,647	1,803.92
	09	21,442	1,786.83	22,300	1,858.33	22,523	1,876.92
	10	22,275	1,856.25	23,166	1,930.50	23,397	1,949.75
	11	23,107	1,925.58	24,031	2,002.58	24,272	2,022.67
	12	23,941	1,995.08	24,899	2,074.92	25,148	2,095.67
	13	24,774	2,064.50	25,765	2,147.08	26,022	2,168.50
	14	25,605	2,133.75	26,629	2,219.08	26,896	2,241.33
Salary	02	17,764	1,480.33	18,475	1,539.58	18,660	1,555.00
Schedule VII	03	18,637	1,553.08	19,382	1,615.17	19,576	1,631.33
	04	19,511	1,625.92	20,291	1,690.92	20,494	1,707.83
D7	05	20,382	1,698.50	21,198	1,766.50	21,410	1,784.17
	06	21,257	1,771.42	22,107	1,842.25	22,328	1,860.67
Requirement for placement-	07	22,128	1,844.00	23,014	1,917.83	23,244	1,937.00
Bachelors' Degree	08	23,001	1,916.75	23,921	1,993.42	24,161	2,013.42
Plus 30 units	09	23,875	1,989.58	24,830	2,069.17	25,078	2,089.83
	10	24,747	2,062.25	25,737	2,144.75	25,994	2,166.17
	11	25,620	2,135.00	26,645	2,220.42	26,912	2,242.67
	12	26,493	2,207.75	27,552	2,296.00	27,828	2,319.00
	13	27,366	2,280.50	28,460	2,371.67	28,745	2,395.42

**B.11. Part-Time Child Development Program Teachers -  
Hired before Aug 1, 1986 (Part 2)**

Classification/ Occupation	Rating	Effective 7/1/2000		Effective 12/2/2000		Effective 5/21/2001	
		Annual Salary	Monthly Salary	Annual Salary	Monthly Salary	Annual Salary	Monthly Salary
Salary	02	19,082	1,590.17	19,845	1,653.75	20,044	1,670.33
Schedule VIII	03	20,129	1,677.42	20,934	1,744.50	21,143	1,761.92
	04	21,176	1,764.67	22,023	1,835.25	22,243	1,853.58
	05	22,224	1,852.00	23,113	1,926.08	23,344	1,945.33
D8	06	23,271	1,939.25	24,202	2,016.83	24,444	2,037.00
	07	24,318	2,026.50	25,291	2,107.58	25,544	2,128.67
Requirement for placement-	08	25,366	2,113.83	26,381	2,198.42	26,645	2,220.42
Bachelors' Degree	09	26,414	2,201.17	27,471	2,289.25	27,745	2,312.08
Plus 60 units	10	27,460	2,288.33	28,559	2,379.92	28,844	2,403.67
	11	28,508	2,375.67	29,649	2,470.75	29,945	2,495.42
Schedule VIII Rating 12	12	29,556	2,463.00	30,738	2,561.50	31,046	2,587.17
	13	29,556	2,463.00	30,738	2,561.50	31,046	2,587.17
Career Increment A	14	29,556	2,463.00	30,738	2,561.50	31,046	2,587.17
	15	30,603	2,550.25	31,827	2,652.25	32,145	2,678.75
Career Increment B	16	30,603	2,550.25	31,827	2,652.25	32,145	2,678.75
	17	30,603	2,550.25	31,827	2,652.25	32,145	2,678.75
Career Increment C	18	31,651	2,637.58	32,917	2,743.08	33,246	2,770.50
	19	31,651	2,637.58	32,917	2,743.08	33,246	2,770.50
Career Increment D	20	31,651	2,637.58	32,917	2,743.08	33,246	2,770.50
	21	32,697	2,724.75	34,005	2,833.75	34,345	2,862.08
Career Increment E	22	32,697	2,724.75	34,005	2,833.75	34,345	2,862.08
	23	32,697	2,724.75	34,005	2,833.75	34,345	2,862.08
Career Increment F	24	33,746	2,812.17	35,096	2,924.67	35,447	2,953.92
	25	33,746	2,812.17	35,096	2,924.67	35,447	2,953.92
Career Increment G	26	33,746	2,812.17	35,096	2,924.67	35,447	2,953.92

**B.12. Full-Time Child Development Program Teachers -  
Hired on or after Aug 1, 1986**

Classification/ Occupation	Rating	Effective 7/1/2000		Effective 12/2/2000		Effective 5/21/2001	
		Annual Salary	Monthly Salary	Annual Salary	Monthly Salary	Annual Salary	Monthly Salary
Salary	02	26,025	2,168.75	26,025	2,168.75	26,025	2,168.75
Schedule IV	03	27,478	2,289.83	28,577	2,381.42	28,863	2,405.25
	04	28,928	2,410.67	30,085	2,507.08	30,386	2,532.17
D4	05	30,379	2,531.58	31,594	2,632.83	31,910	2,659.17
	06	31,830	2,652.50	33,103	2,758.58	33,434	2,786.17
Requirement for placement-	07	33,282	2,773.50	34,614	2,884.50	34,960	2,913.33
Undergraduate	08	34,735	2,894.58	36,124	3,010.33	36,485	3,040.42
with 60-90 units	09	36,184	3,015.33	37,631	3,135.92	38,007	3,167.25
	10	37,635	3,136.25	39,140	3,261.67	39,531	3,294.25
Salary	02	26,667	2,222.25	27,734	2,311.17	28,011	2,334.25
Schedule V	03	28,118	2,343.17	29,243	2,436.92	29,536	2,461.33
	04	29,570	2,464.17	30,752	2,562.67	31,060	2,588.33
D5	05	31,020	2,585.00	32,260	2,688.33	32,583	2,715.25
	06	32,473	2,706.08	33,772	2,814.33	34,109	2,842.42
Requirement for placement-	07	33,926	2,827.17	35,283	2,940.25	35,636	2,969.67
Undergraduate	08	35,376	2,948.00	36,791	3,065.92	37,159	3,096.58
with 90+ units	09	36,828	3,069.00	38,301	3,191.75	38,684	3,223.67
	10	38,278	3,189.83	39,809	3,317.42	40,207	3,350.58
	11	39,729	3,310.75	41,319	3,443.25	41,732	3,477.67
Salary	02	27,324	2,277.00	28,417	2,368.08	28,701	2,391.75
Schedule VI	03	28,779	2,398.25	29,930	2,494.17	30,229	2,519.08
	04	30,236	2,519.67	31,446	2,620.50	31,760	2,646.67
F6	05	31,696	2,641.33	32,964	2,747.00	33,293	2,774.42
	06	33,152	2,762.67	34,478	2,873.17	34,823	2,901.92
Requirement for placement-	07	34,611	2,884.25	35,995	2,999.58	36,355	3,029.58
Bachelors' Degree	08	36,067	3,005.58	37,510	3,125.83	37,885	3,157.08
	09	37,525	3,127.08	39,026	3,252.17	39,417	3,284.75
	10	38,983	3,248.58	40,542	3,378.50	40,948	3,412.33
	11	40,439	3,369.92	42,057	3,504.75	42,477	3,539.75
	12	41,899	3,491.58	43,575	3,631.25	44,010	3,667.50
	13	43,356	3,613.00	45,090	3,757.50	45,541	3,795.08
	14	44,811	3,734.25	46,604	3,883.67	47,070	3,922.50
Career	15	46,269	3,855.75	48,120	4,010.00	48,601	4,050.08
Increment A	16	46,269	3,855.75	48,120	4,010.00	48,601	4,050.08
	17	46,269	3,855.75	48,120	4,010.00	48,601	4,050.08
Career	18	47,728	3,977.33	49,637	4,136.42	50,133	4,177.75
Increment B	19	47,728	3,977.33	49,637	4,136.42	50,133	4,177.75
	20	47,728	3,977.33	49,637	4,136.42	50,133	4,177.75
Career	21	49,185	4,098.75	51,153	4,262.75	51,664	4,305.33
Increment C	22	49,185	4,098.75	51,153	4,262.75	51,664	4,305.33
	23	49,185	4,098.75	51,153	4,262.75	51,664	4,305.33
Career	24	50,643	4,220.25	52,668	4,389.00	53,195	4,432.92
Increment D	25	50,643	4,220.25	52,668	4,389.00	53,195	4,432.92
	26	50,643	4,220.25	52,668	4,389.00	53,195	4,432.92

**B.13. Part-Time Child Development Program Teachers -  
Hired on or after Aug 1, 1986**

Occupation	Classification/ Rating	Effective 7/1/2000		Effective 12/2/2000		Effective 5/21/2001	
		Annual Salary	Monthly Salary	Annual Salary	Monthly Salary	Annual Salary	Monthly Salary
Salary	02	14,871	1,239.25	15,465	1,288.75	15,620	1,301.67
Schedule IV	03	15,701	1,308.42	16,329	1,360.75	16,492	1,374.33
	04	16,529		1,377.42	17,191	1,432.58	17,363
1,446.92							
D4	05	17,359	1,446.58	18,053	1,504.42	18,234	1,519.50
	06	18,188	1,515.67	18,915	1,576.25	19,105	1,592.08
Requirement for	07	19,018	1,584.83	19,778	1,648.17	19,976	1,664.67
placement-	08	19,847	1,653.92	20,641	1,720.08	20,848	1,737.33
Undergraduate	09	20,675	1,722.92	21,502	1,791.83	21,717	1,809.75
with 60-90 units	10	21,504	1,792.00	22,365	1,863.75	22,588	1,882.33
Salary	02	15,238	1,269.83	15,847	1,320.58	16,006	1,333.83
Schedule V	03	16,067	1,338.92	16,710	1,392.50	16,877	1,406.42
	04	16,896	1,408.00	17,572	1,464.33	17,748	1,479.00
D5	05	17,725	1,477.08	18,434	1,536.17	18,618	1,551.50
	06	18,555	1,546.25	19,297	1,608.08	19,490	1,624.17
Requirement for	07	19,385	1,615.42	20,161	1,680.08	20,362	1,696.83
placement-	08	20,214	1,684.50	21,022	1,751.83	21,233	1,769.42
Undergraduate	09	21,044	1,753.67	21,885	1,823.75	22,104	1,842.00
with 90+ units	10	21,872	1,822.67	22,747	1,895.58	22,975	1,914.58
	11	22,701	1,891.75	23,609	1,967.42	23,846	1,987.17
Salary	02	15,613	1,301.08	16,237	1,353.08	16,400	1,366.67
Schedule VI	03	16,444	1,370.33	17,102	1,425.17	17,273	1,439.42
	04	17,277	1,439.75	17,968	1,497.33	18,148	1,512.33
F6	05	18,111	1,509.25	18,835	1,569.58	19,024	1,585.33
	06	18,943	1,578.58	19,701	1,641.75	19,898	1,658.17
Requirement for	07	19,777	1,648.08	20,568	1,714.00	20,773	1,731.08
placement-	08	20,609	1,717.42	21,433	1,786.08	21,647	1,803.92
Bachelors' Degree	09	21,442	1,786.83	22,300	1,858.33	22,523	1,876.92
	10	22,275	1,856.25	23,166	1,930.50	23,397	1,949.75
	11	23,107	1,925.58	24,031	2,002.58	24,272	2,022.67
	12	23,941	1,995.08	24,899	2,074.92	25,148	2,095.67
	13	24,774	2,064.50	25,765	2,147.08	26,022	2,168.50
	14	25,605	2,133.75	26,629	2,219.08	26,896	2,241.33
Career	15	26,438	2,203.17	27,496	2,291.33	27,771	2,314.25
Increment A	16	26,438	2,203.17	27,496	2,291.33	27,771	2,314.25
	17	26,438	2,203.17	27,496	2,291.33	27,771	2,314.25
Career	18	27,272	2,272.67	28,362	2,363.50	28,646	2,387.17
Increment B	19	27,272	2,272.67	28,362	2,363.50	28,646	2,387.17
	20	27,272	2,272.67	28,362	2,363.50	28,646	2,387.17
Career	21	28,104	2,342.00	29,229	2,435.75	29,521	2,460.08
Increment C	22	28,104	2,342.00	29,229	2,435.75	29,521	2,460.08
	23	28,104	2,342.00	29,229	2,435.75	29,521	2,460.08
Career	24	28,937	2,411.42	30,095	2,507.92	30,396	2,533.00
Increment D	25	28,937	2,411.42	30,095	2,507.92	30,396	2,533.00
	26	28,937	2,411.42	30,095	2,507.92	30,396	2,533.00

**B.14. Substitute teachers and Hourly rates**

**Day-to-day Substitutes**

<b>Effective</b>	<b>Rating</b>	<b>7/1/2000 Daily Rate</b>	<b>9/21/2000 Daily Rate</b>
<b>Classification</b>			
Less than 75 Daily Assignments (Note 1)	HX99	\$111.51	
75 Or More Daily Assignments	HY99	\$117.57	
1 to 35 Daily Assignments	HX01		\$115.00
36 to 70 Daily Assignments	HX02		\$125.00
71 to 120 Daily Assignments	HX03		\$135.00
121 or more Daily Assignments	HX04		\$145.00
10 day bonus for consecutive days in the same assignment (STS)			\$22.00

**Child Development Program Substitute Teachers**

<b>Effective</b>	<b>Rating</b>	<b>7/1/2000 Hourly Rate</b>	<b>9/21/2000 Hourly Rate</b>
<b>Classification</b>			
Less than 75 Daily Assignments (Note 1)	HC01	\$15.96	
75 Or More Daily Assignments	HC02	\$16.84	
1 to 35 Daily Assignments	HC01		\$16.44
36 to 70 Daily Assignments	HC02		\$17.89
71 to 120 Daily Assignments	HC03		\$19.33
121 or more Daily Assignments	HC04		\$20.76

**Other**

<b>Effective</b>	<b>Rating</b>	<b>7/1/2000 Hourly Rate</b>	<b>9/21/2000 Hourly Rate</b>
<b>Classification</b>			
Extended Hours (ECL)	LZ99	\$22.44	\$24.65
Extra Curricular Activities	JZ99	\$22.14	\$24.33
Coaching (CPY)	JZ99	\$22.14	\$24.33
Homebound	KZ99	\$26.59	\$29.22
Driver Training	JZ99	\$22.14	\$24.33
Summer School Driver Training (SDR)	MZ99	\$26.23	\$28.84
Summer and Saturday School (NGT, SAT, SAH, SAP, SHT)	PZ99	\$30.32	\$33.33
Log Cabin Summer School (SLC)	QZ99	\$32.61	\$35.83
Emergency Class Coverage (sub rate /5) (ECC)		\$22.30	\$25.00
Sub Dock Rate District		\$111.51	\$125.00
Sub Dock Rate for Children Centers full-time (Sub rate x181 /218)		\$92.58	\$103.78
Sub Dock Rate for Children Centers part-time (Sub rate x181 /218 x.5714)		\$52.90	\$59.30

**Daily Rate**

Lead Teacher Pay per month(.06 x classification IV, rating 10) (LDT)	\$179.21
7/1/100	\$188.17
12/21/100	\$195.70
5/21/100	\$197.66

**Note**

Day to day and CDP hourly substitutes who worked at least 75 assignments in 1999-2000 shall be paid at rate Level 3 respectively, \$135/day, \$ 19.33/hour effective 9/21/00.



## **Appendix C: Faltus – Byrd Memo**

March 24, 1994

To: Restructuring School Communities  
From: Mary Welsh Byrd, Program Director  
State and Federal Funded Projects (SFFP)  
Rudi Faltus, District/Union Coordinator  
Restructuring Schools Initiative (RSI)  
Re: **Restructuring Shared Decision-Making Structures and School Site Councils**

### **HISTORY**

This memo provides guidance for developing and implementing site shared decision-making (sdm) structures in restructuring schools within the San Francisco Unified School District (SFUSD). The sdm structures in schools are guided by both the Restructuring Schools Initiative (RSI), and the School-Based Program Coordination Act.

RSI is a product of the 1989 teachers' contract between the San Francisco Unified School District and the teachers' union, the United Educators of San Francisco. That contract set up machinery to involve key stakeholders at both the site and district levels in collectively increasing student achievement. The district-wide structure for determining the district's restructuring program and priorities and supporting needs of restructuring schools is the Restructuring Council. The School-Based Program Coordination Act was implemented in (California in 1981 to assist schools in coordinating their state programs to meet the needs of the whole child, and to involve key stakeholders in planning and implementing supplemental programs funded by the State at the school site. The School-Based Program Coordination Act enabled schools to use up to eight days of instructional time per year for professional development. The first School-Based Coordinated Program (SBCP) schools in the SFUSD were the Stage Two and Stage Three restructuring schools, which established coordinated programs in the 1991-92 school year.

### **SDM STRUCTURES**

An important component of both the Restructuring Schools Initiative (RSI) and the School-Based Program Coordination Act is the establishment and use of sdm structures involving all of the key members of the school community (administrators, teachers, parents, classified staff, and students) to determine what needs improvement or revision, and then to make the changes necessary to improve student learning. Authority for shared decision-making regarding district programs is derived from RSI. Authority for shared decision-making regarding state supplementary programs is derived from the School-Based Program Coordination Act.

The sdm structure is the legally responsible decision-making structure of the school in Stage Two and Stage Three restructuring (RSI) schools. Schools develop different names to identify their site sdm structures. All members of the staff and

school community members (administrators, teachers, classified staff, students, parents, community organizations, etc.) should be involved in work groups reflecting all of the work that is important and needs to be done. The sdm structure acts as the coordinating body, reflecting all of the needs, plans and activities of the working groups. The sdm structure develops processes among itself or for involving others in prioritizing needs and plans. Within SFUSD, the onesite (school) plan is the vehicle for expressing programs and budget allocations for the district-based and supplemental programs at the site. A major piece of the work of the sdm structure, therefore, is planning and developing this one-site plan, involving the total school community. The sdm structure in a restructuring school is the body responsible for decisions made by the school community, replacing the principal alone.

#### **DOCUMENTATION**

The following guiding documents referred to in this memo should be on the school site. These documents guide the intent, composition, and processes of sdm:

- UESF Contract (1992-1995)
- Guidelines for 1993-94 for Improving Student Learning Through Restructuring, provided by RSI
- School-Based Coordinated Programs (SBCP) Packet, provided by the SFFP Department, which includes the School Based Program Coordination Act, Program Advisory (June 27, 1990), Program Advisory (March 23, 1988), and a booklet, *School Site Councils: Their Composition, Role, and Responsibilities* (CA Department of Education, Nov. 1991 )
- WAD notices

This memo is intended to highlight and clarify some areas of confusion and to provide information regarding some of the local peculiarities we experience. It is not meant in any way to substitute for a thorough reading and continually growing understanding of the above documents.

#### **STRUCTURAL OPTIONS**

RSI and the SFFP have had three options approved by the State Department of Education for operating sdm structures in restructuring schools in the SFUSD. These three options are:

- Option 1:** Form a school governance/restructuring team that meets the statutory requirements for a school-based coordinated School Site Council (SSC): 50% parents and community members (or 25% parent and community members and 25% students in secondary schools) and 50% school employees, including the principal, a majority of teachers, and classified staff. Each SSC would establish written bylaws for the SSC that would require all stakeholders (teachers, parents, students, administration, classified employees) to come to consensus on major issues before action is taken. A fallback provision if consensus cannot be reached and a decision has to be made also needs to be written into the bylaws. The SSC will recognize the importance of having all existing advisory groups and new committees develop and implement

restructuring and improvement projects connected to the SSC. These relationships will also be reflected in the site's SSC bylaws.

**Option 2:** The SSC and the site Restructuring Council (or other term used by site) organize separately and maintain good communication with each other. Bylaws of each group reflect the relationship between the two groups and reflect the clear delineation of roles, duties and responsibilities of each group. (As each group operates as a distinct entity but may have overlapping membership, meetings will be scheduled separately but may occur on the same day or evening.)

**Option 3:** The SSC and the site Restructuring Council (or other term used by site) work cooperatively together. Some persons may be members of both. The roles, duties and responsibilities of each body would be clearly delineated. Meetings will be conducted concurrently, but agenda items and meeting minutes would delineate which items were within the scope of the entire group and which were within the scope of the SSC only. As meetings progressed, each agenda item would be discussed with the entire group, but for those items limited to the SSC, only those SSC members would participate in the actual decision-making. All of the SSCs legally-mandated responsibilities will be preserved under this model.

The intent of providing these options for restructuring schools is to enable schools to have some flexibility in developing sdm structures at their sites, recognizing that the SSC has legal authority for SBCPs. An SSC in a Stage Two and Stage Three restructuring school expands its responsibility over the district-based program through its involvement in RSI, thereby eliminating the need for two governance councils. If it is preferable at the site to use Option 2 or Option 3, these options are also available.

#### **COMPOSITION**

Stage Two restructuring schools develop a shared decision-making (sdm) structure to involve key stakeholders in collectively planning, developing, implementing, and assessing district programs, processes, and budgets at the site. These sdm structures work within district processes unless waivers to the regular process are obtained. These sdm structures derive their authority from the Restructuring Council which was created through the UESF contract. The specific composition of the structure is to be determined by the site, and is guided by the following contract language:

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. (*UESF Contract, Article 21*)

21.2.7. The Union Building Committee 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 UBC representative, administrators, parents, and others as determined by the site. (*UESF*

*Contract, Article 21)*

SBCPs require a SSC to develop the school plan for using the supplemental resources to increase student understanding of and success in learning the core curriculum. It is also responsible for the accompanying budget(s). The required composition of the SSC is described below:

Education Code Sections 52012, 52852, and 54724 require that a school site council be established at each school that participates in SIP, SBCP or SB 65 and sets forth the following composition of that council.

- The council shall be composed of the principal and teacher representatives selected by teachers at the school; other school personnel selected by other school personnel at the school, parents of pupils attending the school who are selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.
- At the secondary level the council shall be constituted to ensure parity between (a) the principal, classroom teachers and other school personnel; and (b) equal numbers of parents or other community members selected by parents and pupils.
- At both the elementary and secondary levels, classroom teachers shall comprise the majority of persons represented under category (a). (*School Site Councils: Their Composition, Role and Responsibilities, P. 10*)

The major principle and intent of both RSI and SBCP is inclusion of key stakeholders in the shared decision-making process. If the SSC is used as the shared decision-making structure for a restructuring school, the following points need to be kept in mind:

- The principal has to be on the SSC.
- There should be at least three other than classroom teacher employees in the other employee categories: at least one representing united support personnel (instructional aides, community relations specialists and security aides), at least one representing Local 790 classified employees (secretaries, custodians, cafeteria workers, etc) and at least one representing other non-administrative certificated employees who are not classroom teachers (counselors, resource teachers, librarians, etc.). This assumes, of course, that there are people in all of these roles at the site.
- A Union Building Committee (UBC) representative needs to be on the SSC. If the UBC representative is the Building Rep, he/she would not need to be elected to the SSC, as the Building Rep has already been elected by peers. The Building Rep would fill one of the classroom teacher positions, or other staff positions as applicable. Students in elementary schools would serve on the SSC on the parent and community side, if desired. Student participation in middle and high schools is required by the SBCP, and is to be a quarter of the total number of members. The number of student representatives in elemen-

tary school should be less than the number of parent and community representatives, so as not to diminish the number of parent and community representatives significantly.

- The SSC composition is proportional, but the site has flexibility in determining numbers and roles that need to be represented within the state-defined composition. Reaching consensus on the numbers, and understanding the differences between a SSC for SIP, SB 65 SBCP and a restructuring school is critical.
- The Faculty Advisory Council, School Advisory Committee, Bilingual Advisory Committee, PTSA, Student Council, etc. all represent constituent voices that need to be heard.

#### **SELECTION AND REPLACEMENT OF MEMBERS**

Democratic principles need to be used in electing/selecting members of site shared decision-making structure(s). If the SSC is used as the shared decision-making structure for a restructuring school, the following points need to be kept in mind:

- There are no statutory requirements that specify the process that a school must utilize to select or replace members on the SSC beyond the requirement that each category of the council must select its own members. Whatever method a school utilizes to select and replace members on the SSC, that procedure should be known to all members of the community, and it should allow for all members of each category represented on the SSC to have a fair and equal opportunity to nominate and select eligible persons, including themselves, for membership on the SSC. (*School Site Councils: Their Composition, Role, and Responsibilities*, p. 12)
- If the UBC representative is the Building Rep (UESF), the Building Rep does not need to be elected to the SSC, as the Building Rep has already been elected by peers. "Section 1. The Building Representative shall be the representative of UESF in a school, center, or other unit, and shall serve as liaison between the members therein and the UESF. a. Where appropriate, a school, center, or other unit may have a Building Representative for certificated UESF members and a Building Representative for USP members of UESF. In such cases the Building Representatives shall be elected by the certificated UESF members and the USP UESF members respectively. Section 2. Building Representatives shall be elected annually by the members in each school, center, or other unit. Should a Building Representative not be elected, the Executive Board may appoint a Building Representative to serve until an election is held. Section 4. The Building Representative shall be the chairperson of the Union Building Committee (UBC)." (UESF bylaws, Article VII, p. 11)
- It can be appropriate to move members onto the SSC from other advisory committees if they have been elected by their peers if the group is in agreement. For instance, teachers elected to a Faculty Advisory Council by teachers can serve on the SSC, students elected to a Student Council by students can serve on the SSC, etc.

- Reaching consensus on the numbers of representatives, criteria for representatives, nomination process and election procedures or selection process among the staff and student community is recommended.
- SFP guidelines for parent and community member elections published in the WAD are important and assist in keeping the school in compliance with state and federal regulations.

#### **OPERATING PROCEDURES**

Democratic principles need to be used in operating the site sdm structure(s). If the SSC is used as the sdm structure for a restructuring school, the following points need to be kept in mind:

- Consensus of the sdm council members on important decisions is necessary. The definition of consensus always includes the need for a fall-back democratic strategy when consensus cannot be reached. Consensus is:
 

A systematic process used by a group to make restructuring decisions which everyone can support. A consensus decision has been reached when:

  - 1) Each participant agrees that he or she has had an equal opportunity to influence the decision; and
  - 2) All group members agree to support the decision though it may not be everyone's first choice;
  - 3) Everyone is committed to the decision as if it were the first choice of all group members and agrees to support that decision with their constituencies;
  - 4) No one raises an objection when the group leader calls for consensus approval of the decision. Consensus is not appropriate for every decision made at a school. Each school must determine what decisions are most appropriate for consensus and which should be made through other decision-making processes.

*(Guidelines for 1993-94 for Improving Student Learning Through Restructuring, Appendix, page 1)*
- Bylaws created at the site by the members of the sdm structure or a representative group of sdm structure members and other staff and school community volunteers control the specific operating processes, composition of the sdm structure, structures for involvement of the total school community, scope, responsibilities, linkages with other groups, domains of decision-making, work structures, development and timeline of the one-site (school) plan, etc.
- Bylaws of the sdm structures, if there is a SSC and another governance structure, need to reflect the relationships, roles, functions, scope of each body.
- Bylaws need to reflect what the school community is doing and thinking.

#### **SCOPE OF AUTHORITY**

Authority for shared decision-making regarding district programs is derived from Restructuring Schools Initiative (RSI), and authority for shared decision-making regarding state supplementary programs is derived from the School-Based Program

Coordination Act. The sdm structure, therefore, derives its authority from both the SFUSD and the California State Department of Education. The intent of both the district and the state is to shift authority to the school site. As restructuring schools in SFUSD, the sdm structure becomes the decision making entity for the school.

- If it is not against the law or rules (Ed Code, Board Policy, Union Contract, administrative regulations), it can be done. If it is against the current law or rules and it makes real educational sense to do it, a waiver can be applied for. “Restructuring plans as provided for in this article will operate within legal mandates, economic opportunities, Board of Education provisions, and requirements of the Union contract, unless appropriate waivers are obtained upon mutual agreement.” (*UESF contract, Article 21, p. 72*)
- Waivers to the Ed Code, Board Policy, Union Contract and administrative regulations are initiated by the site through the Restructuring Council. Restructuring plans that require changes in laws or rules should be sent to the RSI office, and will be forwarded to the Restructuring Council and/or other appropriate bodies.
- Bylaws of the site sdm structure should reflect how decisions will be made at the site including the types of decisions, who will make what decisions (domains of decision-making), timelines for decisions recognizing district timelines for mandated decisions, etc.

#### **GLOSSARY OF ACRONYMS**

- PTSA = Parent Teacher Student Association  
RSI = Restructuring Schools Initiative  
SB65 = Senate Bill 65  
SBCP = School-Based Coordinated Program  
SDM = Shared Decision Making  
SFFP = State and Federal Funded Projects  
SFUSD = San Francisco Unified School District  
SIP = School Improvement Program  
SSC = School Site Council  
UESF = United Educators of San Francisco  
USP = United Support Personnel  
(Instructional Aides, Community Relations Specialists, Security Aides)  
WAD = Weekly Administrative Directive

## **Appendix D: UESF-SFUSD Letter of Transmittal**

### **UESF-SFUSD LETTER OF TRANSMITTAL - TEACHER NEGOTIATIONS December 15, 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 teachers.

For the District

For the Union

\_\_\_\_\_  
Chair, SFUSD Bargaining Team

\_\_\_\_\_  
Chair, UESF Bargaining Team

**Appendix E : UESF-UASF-SFUSD Letter of Transmittal**

**Peer Assistance and Review  
and  
Career in Teaching Committee  
1999-2000 School Year**

It is the sincere belief of the parties that the quality of teaching is the most significant factor in student achievement. The District and Union are committed to a collaborative quest for establishing and maintaining the highest standards for the teaching profession. It is our belief that the pinnacle of teaching can be achieved only through a process of reflection, analysis and collaboration with peers. We will implement Teaching Standards that reflect the California Standards of the Teaching Profession. We will create a rigorous program involving teachers that:

- supports all teachers, new to the District, in their effort to achieve basic standards of competent teaching;
- provides a coherent, comprehensive and articulated support and induction program of services for teachers new to the profession – linking and coordinating the Pre-Intern, Intern, Beginning Teacher Component, BTSA and other professional growth activities;
- provides an objective and thorough process for evaluating these teachers and non-reelecting those who fail to reach the threshold of satisfactory performance;
- provides an objective and thorough process that will assist, and review all tenured teachers whose teaching performance is below standard. Once provided a fair and rigorous process of assist and review those teachers whose performance continues to fall below standard will be subject to possible termination of employment; and
- develops and promotes a standards-based, growth oriented evaluation system for all teachers.

The Peer Assistance and Review (PAR) Program and the Career In Teaching Committee are two key components in the efforts by the District and Union to improve the quality of the teaching force. The District and UESF, as well as UASF, will be involved in the partnership effort necessary to achieve the above goals envisioned for the San Francisco Public Schools.

Signed

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Linda Davis  
Superintendent  
SFUSD

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Jay Wang  
President  
UASF

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Kent Mitchell  
President  
UESF

## **Appendix F: 1999-2000 Staff Development Buy-Back**

### **1999-2000 Staff-Development Buy-Back Days**

Based upon the current State plan for funding staff development buy-back days for next year, the District and the Union have agreed to the following pilot program for 1999-2000.

1. Up to three (3) days of staff development activities pursuant to SB 1193 will be offered on a voluntary basis, and outside the teacher work-day and work-year. If legislation is enacted that allocates more funding for said activities, the District and the Union shall promptly reopen negotiations on this subject.
2. The staff development buy-back activities contemplated herein shall be site based, and attendance shall be limited to unit members assigned to that site.
3. Said staff development activities may be offered in full day or full day equivalent increments (e.g., after school, non-service days or post year-end days), as contained in a school site plan, and determined by the UBC and in consultation with the Principal. The UBC and Principal shall communicate the plan to UESF and SFUSD, to determine its adequacy.
4. The content of said staff development activities may not necessarily be identical for all bargaining unit members, and will be in compliance with State mandates and focus on the District's educational goals and site activities related thereto. As part of said content, up to three (3) unpaid parent representatives at each school site shall be invited to participate in the staff development activities described herein.
5. Unit members attending said activities, in full-day increments, will be compensated at the rate of \$ 160/day. Said payment of buy-back activities that are completed, with full paperwork- submitted by February 10<sup>th</sup>, will be paid by February 29, 2000; buyback activities that are completed with full paperwork submitted by June 9<sup>th</sup>, will be paid by June 30, 2000.
6. The District shall maintain accurate records of income and expenses/costs (i.e., payroll taxes, costs of speakers and materials) directly related to the implementation of the SB 1193 staff development activities contemplated herein, which shall be reduced by the approximate indirect cost factor in SFUSD ( $\$273.81 - \$29.81 = \$244$ ). If the income for the District is greater than the expenses/costs, the excess (the difference between \$244 and \$160) shall be allocated to unit member participants, on a prorated basis. Additional payments, as contemplated herein, shall be paid as soon as administratively feasible.

7. On a space available basis, day-to-day substitute teachers and parent volunteers may elect to participate in the staff development buy-back day activities contemplated herein. Said participation shall be without compensation except as provided for below:

7.1 If the day-to-day substitute teacher attends an SB 1193 staff development activity in the absence of an eligible and regularly assigned unit member, and if the District receives State reimbursement for the substitute's participation because it was necessary to hire a substitute in the absence of said unit member, the substitute shall be compensated at the day-to-day substitute teacher rate of pay.

**Appendix G: May 1, 1997 Tentative Agreement**

**Outline of Tentative Agreement to Reduce the Need For Reconstitution**

The Superintendent of the San Francisco Unified School district and the President of the United Educators of San Francisco have met to discuss our mutual commitment to improving teaching and learning in the schools of San Francisco and creating alternatives which are intended to lead to the elimination of the need for reconstitution. We have reached preliminary conceptual agreement on an action plan that would include the following components:

- I. Two Year Interim Plan (new CSIP)
  - A. Identification of low-performing schools by mutually agreed upon standards
  - B. Notification to the educational community at such sites of the need to adopt a plan for improvement approved by the district:
    - 1. Developed by the site, and
    - 2. On a research-based model of success
  - C. Adoption of plan by the site educational community by an established percentage, (super majority)
  - D. Opportunity for staff to sign-on (individually) indicating endorsement and plan for implementation
  - E. Voluntary transfer for those who do not sign-on to agreement
  - F. Monitoring process of implementation of the site plan
  - G. Involuntary transfer process for staff deemed not to be implementing or undermining the site plan
    - 1. it would be a site decision involving stakeholders
    - 2. there must be an appeal process
- II. Comprehensive long-range plan to be developed during two-year interim period
- III. Peer Assistance and Review (e.g. Columbus, Poway, Cincinnati, Toledo) with parent component
- IV. A timeline for fleshing out and implementing these steps (meeting no later than May 10)
- V. Mutually selected ombudsperson for Mission High School
- VI. No provision of be current collective bargaining agreement between be UESF and be District shall be used as an impediment to interfere with the implementation of the provisions contained herein.

These preliminary components are subject to discourse, dialogue, review, modification involving the educational community stakeholders (i.e., parties to Consent Decree, federal judge overseeing Consent Decree, elected Board of Education officials, and 2nd District PTA).

We will meet again no later than May 10 before any further reconstitution is

rec

\_\_\_\_\_  
Wa  
San Francisco Unified School District

May 1, 1997

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