COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED ADMINISTRATORS OF SAN FRANCISCO
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL/CIO,
LOCAL 3

AND

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

July 1, 2018 – June 30, 2020
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ARTICLE 1
RECOGNITION

1.1 The Board of Education of the San Francisco Unified School District (hereinafter District) recognizes the United Administrators of San Francisco (hereinafter UASF) as the exclusive bargaining representative of a bargaining unit of certificated and permit supervisory employees. The unit represented by UASF shall include all positions designated as Principal, Assistant Principal, Small School Administrator, Early Education Department School Principal/Site Administrator, Program Administrator, Supervisor and Administrative Intern and shall exclude all members of the Superintendent’s Cabinet, the Legal Office, Executive Directors and Directors.

1.2 "Supervisory Employee" means an employee, regardless of job description, having authority in the interest of the SFUSD to hire, evaluate, supervise, assign, commend, discipline and manage employees or to adjust their grievances, or effectively recommend such action in connection with the foregoing functions. The exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

1.3 Any position created during the lifetime of this Contract that complies with the description in 1.2 may be included in the unit by decision of the Public Employment Relations Board or by mutual agreement of the parties. The salary, calendar, and other conditions of employment for such added positions shall be set by UASF - District negotiations and made part of this Contract.

ARTICLE 2
RIGHTS AND RESPONSIBILITIES

2.1 The District and UASF agree that:

2.1.1 each member of the unit has a professional right and obligation to carry out District policies and regulations, State laws and regulations, and the directives of the Superintendent and his/her line officers;

2.1.2 each member of the unit has a professional right and obligation to provide effective supervisory leadership to the extent that is possible within the established line of duties that has been developed under the applicable job description;

2.1.3 each member of the unit has a professional right and obligation to sign a contract of employment that sets forth the terms and conditions of employment.

2.2 The District shall grant short-term leaves for Union Business other than bargaining for a total not to exceed ten (10) days per year, providing a written request to their Assistant Superintendent with a copy to Labor Relations at least five (5) days in advance and also providing adequate substitutes are available. The Union shall reimburse the District the full cost (per diem plus salary driven cost) of the administrator.
2.3 No provision or stipulation of this Contract shall be construed as denying any member of the unit his/her rights and privileges under the Constitution of the United States, the Constitution of the State of California, the California Education Code, the Government Code, the Charter of the City and County of San Francisco, the District’s policies and/or regulations, or any other Federal or State law or regulation.

ARTICLE 3

FAIR PRACTICES

3.1 Any supervisory employee of the district shall be eligible for membership in UASF, and UASF shall not deny membership to any such person on the basis of race, color, creed, national origin, sex, marital status, sexual orientation or disability. UASF shall represent all members of the unit without regard to their membership, participation in, or association with the activities of any other employee group, committee or organization.

3.2 A supervisory employee’s religious, political and private beliefs, UASF affiliation and participation shall not be grounds for disciplinary or other detrimental action by the District except and unless such beliefs or activities directly prevent the employee from properly performing his/her assigned functions during the work day.

3.3 Right to Join UASF and Obligation of District to Deduct Dues:

3.3.1 Upon being appointed to a position within the supervisory bargaining unit, an employee shall have the right to join UASF.

3.3.2 Effective June 27, 2018, upon certification by the Union that an employee has signed a deduction authorization, the District will deduct the appropriate dues from the employee’s pay, as established and as may be changed from time to time by the Union, and remit such dues to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the District. Deductions will continue unless the employee mails a written revocation to the union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

3.3.3 The District shall furnish the Union on a monthly basis the names, classifications, and work locations of all employees subject to this Agreement. Newly hired or separated employees will be so indicated in this report. Each month, the District shall pay over to the Union all dues and contributions deducted from an employee’s salary or wage payment pursuant to Education Code 45168, together with a written statement of the names, employee numbers, classifications, department, and amount deducted.

3.3.4 The District shall, within thirty (30) days of this Agreement, provide the Union with a list of employees represented by the Union including a designation of their member status.

3.3.5 Lists provided shall be in a machine readable format to be mutually agreed to by the Union and the District.
3.3.6 The District agrees to maintain the Union rights to payroll deduction and maintenance of membership.

3.3.7 The Union shall indemnify and hold the District harmless from any and all claims, demands, suits or any other action arising from the maintenance of dues deductions or from complying with any demand for termination hereunder, provided that the District promptly provide notice to the Union of any claim, demand, suit, or other action for which it is seeking indemnification. With regard to any such claim demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

3.4 The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this article.

3.5 The District agrees to provide UASF with the notices and other information mandated by Government Code section 3555.5, et seq., with respect to employee orientations, mass communications to, and/or the identity of, members of the supervisory bargaining unit.

ARTICLE 4

PROFESSIONAL RIGHTS

4.1 Except as provided for in 4.1.1 below. No supervisory employee will be compelled to participate in a formal site-based shared decision-making plan as provided for in contracts with other employee groups.

4.1.1 After consultation with UASF, the District may direct supervisory employees in writing to make decisions with non-supervisory employees on specific issues.

4.2 An administrator may use reasonable force to protect himself/herself or others from attack or injury or to quell a disturbance that threatens physical injury to 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 others.

4.3 If a teacher or other subordinate staff member needs to be removed from the school site, the primary person responsible for facilitating that action is the site Principal (or, in appropriate cases, the designated administrator in charge of the site).

4.3.1 If the site administrator feels the need to have assistance from his/her superior to effectively carry out the removal, a request for such assistance may be made by telephone to the site administrator’s immediate superior, and in an emergency situation, the request will be honored promptly by the District.

4.4 The District shall give direct legal and other related assistance in accordance with applicable law for any attack, assault or menace upon the administrator while acting in the discharge of his/her duties.
4.5 Representatives designated by UASF shall be included on any task force, committee or group created by the Superintendent to deal with matters that may affect UASF unit members.

4.5.1 The District in consultation with UASF shall appoint a site administrator to serve on the Peer Assistance and Review Panel. Pursuant to said appointment, the Union shall be invited to submit a list of the site administrators that it would propose for such appointment.

4.6 The District and UASF shall jointly develop recommendations as needed to assist and support site administrators who have students at their sites requiring special attention.

4.7 The District will endeavor to provide appropriate support services (e.g., assistant principals, student advisors, such as counselors, wellness counselors, learning support consultants, parent liaisons, elementary advisors, secretaries and custodians) for administrators to the degree possible within available resources.

4.8 The District and UASF will each provide up to $2000 annually for supervisory personnel to participate in conferences that promote professional growth in education and keep participants updated on effective practices in education. Current selection and reporting procedures will continue until changed by mutual agreement.

4.9 The District shall provide up to $350 per member per year for each of the three (3) years of the contract for a Professional Development program pursuant to a signed agreement by the District, UASF, and the mutually agreed upon vendor. The professional development plan shall be developed and mutually agreed to by May 1st of each year for the following year.

The District and UASF will develop and evaluate this professional development program for the UASF membership.

ARTICLE 5

SALARY AND FRINGE BENEFITS

5.1 Supervisory employees shall be paid according to the salary schedule set forth in Appendix A. If a unit member’s salary classification will be modified as a result of appointment or transfer, he/she shall be sent a letter outlining proper salary placement within thirty (30) days of said appointment/transfer. Prior to September 15, each unit member who has been re-employed for the year in a bargaining unit classification shall be sent a letter outlining proper salary placement for said year. It shall be the unit member’s responsibility to review the worksheet and provide the District with written notice with the inaccuracy within thirty (30) days of its receipt. If a unit member submits a written statement challenging the District’s calculations, he/she shall receive a District response to the challenge within thirty (30) days. Site administrative appointments occurring after September 15 shall receive a salary placement worksheet within thirty (30) days after their appointment.

5.2 Unit members shall perform the duties in their respective job descriptions, unless otherwise mutually agreed to, in writing by the employee, the District and UASF.
Required/assigned duties performed beyond the calendar set forth in Appendix C shall be paid at a per diem rate. Summer school shall not be part of the work year.

5.3 Placement on the salary schedule.

5.3.1 Step advancement on the salary schedule shall be credited to all eligible members of the bargaining unit in budgeted administrative positions effective July 1 of any given year.

5.3.2 In order to be eligible for step advancement on the salary schedule for a given school year, a supervisory employee must serve at least seventy-five percent (75%) of the applicable calendar set forth in Appendix C. If said employee serves less than seventy-five percent (75%) of the applicable calendar, he/she shall not be advanced to the next step of the salary schedule.

5.3.3 Any supervisory personnel involuntarily transferred to a lower paying position will continue at the same dollar amount for the remainder of the employee’s contract. If the salary range of the new position is higher the employee will receive the higher range.

5.3.4 Existing District employees who are newly appointed to the UASF bargaining unit shall be placed on the step of the UASF salary schedule range that represents no less than $10/day increase above the per diem pay rate he/she would have received without promotion. Said per diem minimum salary placement shall also apply to administrators promoted from one UASF classification to another.

5.3.5 Out-of-District appointees to supervisory positions shall be placed at the step which represents 1 step for each 2 years of service requiring an administrative credential. However, the Superintendent reserves the right to place an appointee at up to the highest step of the salary schedule in order to meet District needs.

5.3.6 When salary is based upon student enrollment, enrollment will be based upon the prior year’s CBEDS enrollment data. “Small School Administrator” salaries will be placed on the salary schedule as agreed to by SFUSD and UASF. When salary is based upon student enrollment, enrollment will be based upon the prior year CBEDS enrollment data and prior year Pre-K counts for K-8 principals who have supervisory duties relating to the Pre-K programs. A list of these sites shall be given to UASF prior to the last Friday of September.

5.3.7 K-8 Principals shall be placed at the middle school salary range based upon the total school enrollment of the K-8 school.

5.3.8 K-8 Assistant Principals shall be placed at middle school salary range based upon the total school enrollment of the K-8 school.

5.3.9 Early Education Department (EED) School Principal/Site Administrator shall be placed at Tier I (less than 9 classrooms and/or one site) or Tier II (9-12 classrooms and/or two sites) or Tier III (more than 12 classrooms).

5.3.10 All EED School Principal/Site Administrator shall have a BA as a minimum qualification requirement.
5.3.11 Effective July 1, 2018, the stipend for EED School Principal/Site Administrator managing three (3) sites shall be $5,407.

5.3.12 High School Principal Small Necessary School salary shall be collapsed into High School Principal’s salary at schools with 750 students or less effective the first pay period in January 2008.

5.3.13 Elementary School Principal’s salary at schools with 200 students or less shall be collapsed into Elementary School Principal’s salary at schools with 200-400 students effective the first pay period in January 2008.

5.3.14 Elementary Assistant Principal’s salary shall be collapsed into Middle School Assistant Principal’s salary at schools with 500 or less students effective the first pay period in January 2008.

5.4 Co-located Schools

5.4.1 Co-located schools are defined as Title V PreK sites that share an immediate or adjacent campus with an elementary or K-8 school.

5.4.2 Principals at these co-located sites shall be compensated in accordance with salary schedule (Appendix A).

5.4.3 Site administrators shall hold appropriate credentials and/or permits to function as the co-located site administrators.

5.4.4 There shall be no increase in the contractual administrative calendar for co-located sites. They shall be given priority consideration for serving as site administrators for the Title V PreK program classroom(s) at their sites during the winter and spring recesses. Site administrators supervising the Title V PreK classrooms during weeks of winter recess and spring recess shall receive a stipend of $1,000 per week for their supervision.

5.4.5 Student enrollment in the Title V PreK program shall be counted as school site enrollment for overall salary determination.

5.5 Compensation (see Appendix A – Salary Schedule)

5.5.1 Salary Increases

5.5.1.1 **2018-2019 School Year** – Effective July 1, 2018, the salary schedules (Appendix A and E) shall be adjusted to reflect a seven percent (7%) increase.

5.5.1.2 **2019-2020 School Year** – Effective July 1, 2019, the salary schedules (Appendix A and E) shall be adjusted to reflect a three percent (3%) increase.

5.5.1.2.1 Contingency – If total unrestricted general fund revenues for the 2018-2019 school year, as stated in the 2018-2019 Unaudited Actual Report, exceed the amount stated for the 2018-2019 school year in the multiyear projection contained in the 2017-2018 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.
5.5.1.3 Proposition G Funding Measure Contingency

5.5.1.3.1 If a measure is successfully passed and implemented that will provide the District with additional revenue that may be used to fund unit compensation, the following shall occur:

5.5.1.3.1.1 Effective July 1, 2018, a new parcel tax add-on will be established as follows:

5.5.1.3.1.1.1 After the 2018-2019 seven percent (7%) salary increase to the base salary, found in salary schedule contained in Appendices A and E, a differentiated add-on will be calculated according to the following years of experience as an administrator:

- 0-4 years of experience = two percent (2%) add-on to the 2018-2019 base salary
- 5-9 years of experience = three percent (3%) add-on to the 2018-2019 base salary
- 10 or greater years of experience = four percent (4%) add-on to the 2018-2019 base salary

5.5.1.4 Compensation Calculation Example

5.5.1.4.1 Below is an example of how compensation increases will be applied from 2018-2019. This example uses a base of $100,000 for illustrative purposes:

2017-2018 Base salary by seven percent (7%) effective 7/1/18 ($100,000 x 7%) = $107,000

If an administrator has completed seven (7) years of experience as of June 30, 2018, an add-on amount of three percent (3%) will be added to the base salary. This add-on will be listed in a separate column and be referred to as the Prop G add-on.

For example –

$107,000 x 3% = $3,210

$107,000 + $3,210 = $110,210

5.5.1.4.2 All differentiated add-on amounts will be calculated based on the 2018-2019 base salaries according to the schedules contained in Appendices A and E.

5.5.1.4.3 Future negotiated salary percentage increases from reopener or full contract bargaining shall be calculated based on the schedules in effect on July 1, 2018 which shall be referred to in the collective bargaining agreement as the base salary schedules.

5.6 Career Increments - A "complete school year" for career increment purposes shall be at least 75% of the required service days for the position.
5.6.1 **Career Increment A**: Supervisory employees who have rendered 14 years of completed school years of paid certificated service shall receive a career increment. The career increment shall receive future across the board increases.

5.6.2 **Career Increment B**: Supervisory employees who have rendered 19 years completed school years of paid certificated service shall receive a career increment. The career increment shall receive future across the board increases.

5.6.3 **Career Increment C**: Supervisory employees who have rendered 24 years completed school years of paid certificated service shall receive a career increment. The career increment shall receive future across the board increases.

5.6.4 Career increments shall be paid on a monthly basis (one-twelfth of the annual amount being paid with each of the twelve monthly salary warrants of the school year).

5.6.5 Supervisory employees who are eligible to receive career increments described herein and who are working less than full time shall have said increments pro-rated in the same manner as the base salary proration.

5.7 Retired administrators serving in a supervisory position shall be compensated according to the schedule listed in Appendix E.

5.8 **Summer School Compensation** - Summer school compensation shall be based upon the per diem rate of pay a unit member earned in the preceding school year. Said summer school compensation basis shall not be subject to future change unless mutually agreed to by the Union and the District.

5.9 **Parcel Tax Stipends**

5.9.1 **High Potential Schools** - In recognition of the additional work administrators do at High Potential Schools, the District shall compensate each full-time site administrator at a High Potential Schools with an additional two thousand dollars ($2,000) annually. Such High Potential School sites shall be designated by the District no later than March 1st of each school year for the following school year.

5.9.2 **Challenge Schools** - In the interest of providing a skilled and qualified Principal at every district school, and recognizing that particular schools may need a Principal with a specialized set of skills, the Superintendent in consultation with UASF may annually designate up to five (5) district schools as “Challenge Schools.” The principals at such Challenge Schools shall receive an annual stipend of between five thousand ($5,000) and fifteen thousand dollars ($15,000). The annual stipend amount shall be determined at the Superintendent’s sole discretion. Challenge School stipends shall be awarded for the period that the particular school is identified as a Challenge School, but in no case for more than four (4) years. At the discretion of the Superintendent
and Board of Education, a four year contract for administrative services may be granted to those principals working at Challenge School sites.

5.10 Mileage Reimbursement

5.10.1 Unit members shall receive an automatic stipend of $250 per year, one-half of which shall be paid at the end of each semester.

5.10.2 The Log Cabin site administrator will receive actual mileage reimbursement in accordance with District policy.

5.11 Effective July 1, 2018, an assistant principal temporarily assigned to full days of replacement service for his/her principal shall receive additional compensation of $75 per day. If temporary service continues for more than 15 consecutive days, the added daily compensation shall increase to $100 per day. In cases of absences that are projected to last for an extended period, the division office shall consider the appointment of a contracted administrator.

5.12 Compensation for Additional Calendar Work – Effective July 1, 2018, with the written approval of their supervisor, site administrators who serve beyond the approved Administrative Calendar (See Appendix C) shall receive payment according to the site administrator’s additional calendar rate of $70.00 per hour. Additional calendar work is defined as service in excess of the approved administrative calendar defined in Appendix C.

5.13 Union Business Leave Differential - A Site Administrator taking the place of a Union Officer conducting union related business for a full school day shall receive a $50 per day differential during the time that the Union Officer is away from the site. The Union shall notify the Labor Relations Office in writing of the need for a Union Business Leave Differential in advance of the leave.

5.14 Retirement Incentive - Bargaining Unit members who notify the Human Resources Department by March 1st of their irrevocable intent to retire shall receive a $1000 incentive. The stipend shall be paid on or before July 15 following the retirement of the unit member.

5.15 Employees hired before July 1, 2004, shall be required to be employed full-time (1.0 FTE) for the final seven (7) consecutive years with SFUSD prior to retirement in order to receive paid retiree health benefits. On July 1st of every subsequent year, the requirement for full-time consecutive years with SFUSD shall increase by one year until the requirement is twelve (12) years of full time (1.0 FTE) service with the SFUSD prior to retirement in order to receive paid retiree health benefits.

5.16.1 This provision shall not be applicable to employees who retire on or before June 30, 2006.

5.16.2 Employees hired on or after July 1, 2004, shall be required to be employed full time (1.0 FTE) for 20 final consecutive years of service to qualify for retiree health benefits. Final consecutive years of service shall include approved paid leaves of absence. Unpaid leaves shall not constitute a break in service but shall not be counted in the 20 year requirement.

5.16.3 Definition of full-time: Part-time employment shall be counted on a pro-rata basis.
5.17 Commuter Checks - The District agrees to provide UASF members a IRS approved commuter benefit which shall be implemented as soon as administratively feasible. This benefit shall occur at no expense to the District other than the initial district infrastructure start up costs required to activate the benefit.

5.18 Electronic Payroll System – All bargaining unit members shall be paid exclusively by electronic means according to the following terms:

5.18.1 Bargaining unit members shall be paid through direct deposit to their existing accounts.

5.18.2 All electronic pay warrants shall be accessible via the unit member’s District user name and password to a secure website provided by the District.

5.18.3 Electronic postings of salary deposits and itemized wage statement shall remain accessible to employees for two (2) full years from the date of pay.

5.19 Fringe Benefits: The District agrees to continue the existing fringe benefits as delineated in Appendix B of this contract.

ARTICLE 6

EARLY RETIREMENTS

6.1 Early Retirement Incentive Program (ERIP)

6.1.1 Application: In order to be considered for ERIP for a subsequent school year, an application shall be filed no later than February 1 of the preceding school year. UASF and the District may mutually agree to extend this deadline.

6.1.2 Eligibility: Employees desiring to participate in this program shall be at least fifty-five (55) years old and have been employed by the District for at least ten (10) years. Approved leaves of absence shall not constitute a break in service.

6.1.3 Implementation: Employees participating in this program shall be designated as consultants and shall enter into a written agreement with the District. The ERIP shall be a one-year contract which is renewable on an annual basis at the request of the consultant up to three (3) years or until the end of the school year in which the participating employee 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.

6.1.4 Resignation: Employees 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 of the employee’s participation in an Early Retirement Incentive Program. If the Employee is not accepted into the ERIP the employee may rescind his or her resignation.
6.1.5 Program Service: The service to be performed by the consultant will be determined by the District but said service may be directly related to assistance to administrators at school sites. Such service shall be consistent with the duties “of a supervisory employee” as defined in Article 1 of the Agreement and may include special projects. Retirement consultancies will be granted based on the needs and resources as determined by the District.

6.1.6 Compensation – see Appendix A.

6.1.7 The number and scheduling of days of service shall be determined each year by the District but shall not exceed the maximum annual earnings permitted by the Education Code.

6.1.8 Benefits: The participating employees shall continue to be provided health plan benefits. Employees in the ERIP may continue welfare benefits in addition to the health plan benefits. The expense for such benefits shall be borne by the employee. Arrangements for payment shall be made with the various carriers.

ARTICLE 7

LEAVES

7.1 Paid Leaves

7.1.1 Sick Leave: At the beginning of each school year, each supervisory employee shall be credited with one (1) day of sick leave allowance for every eighteen (18) days of scheduled service or a major fraction thereof (.50 or above). Said sick leave may be used for absences caused by illness or physical disability. A supervisory employee may use up to seven (7) days of sick leave allowance for personal, legal, business, religious, household, family, or other matters which require absence during the school year. In order to so use sick leave, the employee must notify his/her immediate superior or designee at least two (2) days prior to leave, except in emergencies.

7.1.1.1 Each school year a unit member may use up to half of his/her annual sick leave allowance for immediate family illness. In no event shall said utilization, when combined with the immediate family provisions of 7.1.1 above, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.

7.1.2 Supervisory employee’s unused sick leave shall accumulate from year to year. A supervisory employee who uses sick leave as specified above shall be paid full salary for each day used. Paid sick leave days shall be considered days worked for all provisions of this contract.

7.1.3 Sick leave days may be used for pregnancy, childbirth, or any condition, which in any way, results from disability due to pregnancy, or childbirth.

7.1.4 A Supervisory employee shall inform his/her immediate supervisor of an impending absence as soon as it is practicable.
7.1.5 Each year a supervisory employee shall be entitled to use sick leave days accumulated under Sections 7.1.1 and 7.1.2.

7.1.6 A supervisory employee who is absent because of illness for more than five (5) consecutive school days shall submit a medical statement containing a diagnosis, except that in the event of a strike of City and County or School District employees, the Employer may require a medical statement for each sick leave day used during the strike. For an extended illness, a medical statement shall be submitted monthly.

7.1.7 Extended Sick Leave: After exhausting all earned and accumulated sick leave, a unit member 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 unit member on extended sick leave shall receive his/her own pro rata salary minus the per diem rate of a day-to-day substitute teacher.

7.1.8 The UASF and the District shall maintain a Sick Leave Bank as described in Appendix D.

7.1.9 Military Leave: Employees 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 Reserve or the California State National Guard, or for medical examination related to such duty, so directed by written orders signed by the commanding officer-in-charge of the employee's unit.

7.1.10 Leave for Medical Examination: A supervisory employee 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 examination shall be borne by the District.

7.1.11 Jury Duty or Court Appearance: A supervisory employee who is summoned for jury duty shall be excused for the purpose without loss of pay or use of sick leave. The supervisory employee shall submit his/her jury fee, less any travel allowance, to the District. A supervisory employee shall be entitled to leave without loss of pay to appear in court as subpoenaed witness, or to respond to an official order from a court or government agency. This leave does not apply to appearances in litigation initiated by the individual employee.

7.1.12 Bereavement Leave: Immediate family: A supervisory employee shall have bereavement leave upon application, without loss of salary, for a death in the immediate family. A supervisory employee is not required to take such days consecutively. Immediate family shall include parents, parents of the domestic partner, grandparents, step-parents, spouse, domestic partner, children, adopted children, step-children, siblings, parents-in-law, sons- and daughters-in-law, grandchildren, and children for whom the employee has parenting responsibilities, aunts, uncles, parent of the supervisory employee's son or daughter, and any relative living in the immediate household of the bargaining unit member. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the death. Two (2) additional working days shall be granted if extended travel is required as a result of the death.
7.1.12.1 For absence because of the death of any other person to whom the supervisory employee may be reasonably deemed to owe respect, leave shall be for not more than one (1) working day. Two (2) additional working days shall be granted if extended travel is required as result of the person’s death.

7.1.13 Sabbatical leaves: 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%. Upon District agreement, a unit member’s request for a split year or a half-year sabbatical leave shall be granted. The District’s determination of approval or denial for said sabbatical leave requests shall be final and binding and not subject to the grievance provisions of Article 11 of this Agreement.

7.1.13.1 Sabbatical leaves shall be preceded by at least seven (7) years of consecutive and full-time service in the District. For certificated employees initially hired by the District on or after July 1, 1998, "full-time service" shall be defined as tenure track service rendered for not less than seventy-five percent (75%) of annual work day requirement of the employee’s job classification. An approved leave of absence from District service shall not constitute an interruption of the seven (7) consecutive year period described above.

7.1.13.2 The application for sabbatical leave shall contain a detailed prospectus of the activities that will be accomplished during the leave and how these activities will benefit the District.

7.1.13.3 Pursuant to Education Code Section 44969, applicants for a sabbatical leave shall be required by law to render a period of service in the employ of the District following his/her return from the leave that is equal to twice the period of the leave. The applicant shall furnish a suitable bond indemnifying the District in the event that the unit member fails to render said post-leave service and report (see 7.1.13.4, below). The bond shall be exonerated in the event that the failure of the unit member to return and render the agreed-upon period of service is caused by the death or physical or mental disability of the unit member.

7.1.13.4 Upon return to service, the unit member shall submit a detailed written report to the District describing the activities that were completed during said leave in compliance with the conditions of approval.

7.1.13.5 A supervisory employee returning from sabbatical leave shall return to the position and school to which the employee was assigned before the sabbatical, unless the employee is in the last year of their contract.

7.1.14 One member of the bargaining unit selected by UASF shall at its request be granted a leave of absence for up to one school year to work for UASF. Such employee is entitled to purchase the same fringe benefits as are provided to other members of the bargaining unit. All costs associated with the paid leave of absence shall be reimbursed to the District by UASF.
7.1.15 Professional Growth: All supervisory employees may be granted two (2) days paid leave per year to attend professional conferences, workshops, institutes and other educationally related activities approved by his/her immediate supervisor. The Superintendent may grant additional days.

7.2 Industrial Illness/Accident Leave

7.2.1 Absence due to injury incurred in the course of the unit member’s employment shall not be charged against his/her sick leave days. The District shall pay to the unit member the difference between his/her salary and benefits received under the California Worker’s Compensation Act for one (1) year duration. Thereafter a unit member 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.

7.2.2 Unit members initially hired on or after January 1, 1994 shall receive a maximum of 6 months of industrial accident leave. 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, 2000. Thereafter, the subject of potential additional revisions in industrial accident leave shall be the subject of bargaining between the parties for the successor Agreement.

7.3 Unpaid Leaves

7.3.1 With the concurrence of the District, a leave of absence for up to one (1) semester or one (1) year may be granted at the request of the unit member. If this leave expires during the school year, the administrator may extend it to the end of that semester.

7.3.1.1 A long-term personal or professional leave may be extended thereafter upon mutual agreement between the employee and the District.

7.3.1.2 Pursuant to Title V, California Code of Regulation §5500: A unit member accepting a personal leave of absence from the District shall not accept full-time employment with another School District or County Office without first resigning his/her employment with our District, or obtaining the express written permission of the Superintendent to accept said employment elsewhere.

7.3.2 Long-term Public Service leave: A supervisory employee shall receive, upon application, leave of absence of two (2) years when elected or appointed to public office. Such leave may be extended by mutual agreement.

7.3.3 Long-term Military Leave: Supervisory employees shall receive an unpaid leave 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.

7.3.4 Short-term Personal Business Leave: A supervisory employee shall receive, upon application, unpaid leave of up to twenty (20) school days per year.

7.4 Maternity/Paternity-Related Leave
7.4.1 Pregnancy Disability Leave

7.4.1.1 The District shall provide for leave of absence from duty for any administrator 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 administrators shall resume duties, shall be determined by the administrator and the administrator'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.

7.4.1.2 During the period of pregnancy disability leave, the supervisory employee shall use her earned and accumulated sick leave (section 7.1.1) and if necessary, the 100 days of extended sick leave (section 7.1.7).

7.4.1.3 When earned and accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of child bonding leave (section 7.4.2) or leave under the California Family Rights Act (section 7.4.3).

7.4.1.4 An administrator returning from such leave of absence shall return to the position previously held.

7.4.2 Child Bonding Leave: During each school year, a supervisory employee may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by Education Code Section 44977.5. A unit member shall not be provided more than one 12-week period during each school year.

7.4.2.1 For birth mothers, the 12 week child bonding leave shall commence following the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption or foster care placement of a child.

7.4.2.2 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and must be completed within one year of the birth, adoption or foster care placement of a child.

7.4.2.3 Pursuant to Education Code section 44977.5, if an employee exhaust his/her earned and accumulated sick leave (section 7.1.1) prior to the expiration of the 12 week child bonding leave, s/he shall be entitled to utilize extended sick leave as defined in section 7.1.7 for the balance of the 12 week period.

7.4.2.4 Pursuant to CFRA, leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that employers must grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks. Child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
7.4.2.4.1 A supervisory employee returning from a parental leave of one (1) year or less has the right to return to the assignment he/she held at the time of taking leave. If said assignment no longer exists, the District will make a good faith effort to place the supervisory employee in a comparable assignment.

7.4.2.5 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, if the need for the leave is foreseeable based on an expected birth, placement of adoption or foster care. In all other cases, notice shall be given as soon as practicable.

7.4.2.6 Pursuant to Education code section 44977.5, in order to qualify for child bonding leave, an employee must have completed one year (twelve months of service) for the District, but is not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

7.4.3 Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

7.4.3.1 Employees who have completed one year (twelve months) of service for the District and at least 1,250 hours of service during the previous one year (twelve months) period, have the rights to an unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of the employee's own serious health condition, caring for a new baby, a newly adopted child or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

7.4.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to section 7.4.1 (pregnancy disability), 7.4.2 (child bonding [if the employee elects to exhaust his/her earned and accumulated sick leave]), above or is taken due to the employee's own serious health condition.

7.4.3.3 The employee's earned and accumulated sick leave (section 7.1.1) and the 100 days of extended sick days (section 7.1.7) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.

7.4.3.4 When extended sick leave (section 7.1.7 is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.

7.4.3.5 There is no carry-over of unused leave FMLA, CFRA or bonding leave under Education Code section 44975 from one 12-month period to the next 12-month.

7.4.3.6 “Parent” means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. “Child” means a biological, adopted or foster child, step-child, legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
7.4.3.7 If both parents of a child who are entitled to family care leave under section 7.4.3.1 are employees of the District, the District shall grant leave in connection with the birth, adoption, or foster care of a child.

7.4.3.8 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

7.4.3.9 If verification is required by the District to verify the serious illness of the child, spouse or parent, the District will accept medical verification by the treating health professional.

7.4.4 Long-Term Unpaid Parental Leave

7.4.4.1 In addition to Child Bonding Leave (section 7.4.2) an administrator shall receive, upon application, a parental leave of absence as provided in section 7.4.3.

7.4.4.2 An administrator returning from parental leave of one (1) year or less has the right to return to his/her previous assignment.

7.4.4.3 A supervisory employee 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 is taken and shall be extended by mutual agreement for up to one (1) successive school year.

7.4.4.4 Upon application, a member of the unit shall be provided unpaid leave for care of a seriously ill child, parent, spouse or domestic partner for up to four (4) months. Upon termination of such unpaid leave, the employee shall be returned to the position he/she held prior to the leave.

ARTICLE 8

PARTNERSHIP EMPLOYMENT

8.1 Supervisory employees may apply for partnership employment after having completed two (2) years of bargaining unit employment. "Partnership employment" shall mean two (2) supervisory employees sharing a 1.0 FTE position. Partnership employment shall not exceed 10% of the employed supervisory employees in a given school year.

8.2 The Superintendent may approve such partnership arrangements if beneficial to the District in terms of flexibility of assignment of currently employed staff or in terms of budget savings to the District.

8.3 Full-time employees who are subsequently approved for partnership employment shall have fringe benefits consistent with full-time supervisory employees and shall accumulate service time as though they were working full-time for the purpose of advancing on the salary schedule or becoming eligible for sabbatical leave. An employee’s partnership assignment may be renewed annually upon mutual agreement between the employee, the
Human Resources Department and the employee’s immediate supervisor. If necessary, a new partner shall be found to continue the assignment.

8.4 Partnership employment schedules shall be arranged by agreement between the partnership employees, their immediate supervisor(s) and the Human Resources Department.

ARTICLE 9

APPOINTMENT, TRANSFER AND REASSIGNMENT

9.1 General Assignment Process:

9.1.1 In anticipation of principal, assistant principal, EED, program administrator and supervisor openings, the District may conduct interviews at least once each year for these positions. These positions will be posted for at least ten days for application, provided a comparable position has not been posted within the past forty-five (45) days.

9.1.2 In determining internal candidates to be interviewed for posted positions, recommendations from supervisors shall be considered as one part of the application process. In addition, internal candidates shall submit an updated resume, a letter of interest, and three letters of recommendation to be considered for a position.

9.1.3 All internal candidates who apply for principal, assistant principal, central office and EED administrator positions who have met the basic requirements and qualifications and who have good recommendations from supervisors will be interviewed. The normal paper screening procedure will be used for all applicants for other positions.

9.1.4 Each person interviewed will be fully considered before appointments are made. All appointments will be based on competence, experience, the requirements of the position, the needs of the District, and the preference of the school site or Central Office Departments.

9.2 Contract Sequence

9.2.1 First Year Administrator: New appointees to a position as a result of a site selection process or who are appointed by the Superintendent ("Interim Administrator") shall be awarded a one-year First Year Administrator contract.

9.2.2 Second Year Administrator: A First Year Administrator who has successfully completed his/her first year and has been selected by a site may be renewed for a second year. (First Year Administrators who are not selected by a site but continue to be assigned to another site remain in a First Year Administrator status during the next school year.)
9.2.3 **Third year Administrator:** Any administrator who has completed the first and second year must be appointed to a three year contract if continuing in the same classification and division. Three year contracts shall be renewed thereafter unless the unit member has, with proper notice, been reassigned to a non-administrative position or has applied for and been selected for a new classification.

9.2.4 In an effort to retain qualified administrators, any administrator who is in a three (3) year contract cycle, who is recommended and hired in a position of equal authority in the same or different division, may remain in their three (3) year cycle.

9.3 **Appointments and Interim Assignment**

9.3.1 An administrator with a multiple year contract who is asked by the Superintendent to assume a new position shall have his/her contract amended to include the new position as well as allowing the administrator the contractual right to return to his/her previous position for the duration of the contractual term.

9.3.2 The duration of an Interim Administrator shall not exceed two full semesters. If the interview process is not waived, the Interim Administrator is eligible to interview for the permanent position. The interview process may be waived by the community, site leadership and assistant superintendent.

9.3.3 The Superintendent retains his/her authority to recommend the candidate he/she determines best qualified for any administrative position.

9.4 **Transfers – Voluntary**

9.4.1 Any administrator interested in seeking a transfer (within his/her current division or to another division) should submit a letter to his/her supervisor and the Chief Administrative Officer notifying him/her of this intent (refer to section 9.1.2).

9.5 **Transfer- Involuntary**

9.5.1 The Superintendent may make such lateral transfers as needed for the operation of a department or school site.

9.5.2 Involuntary transfers shall not be punitive in nature and shall be based on the District’s legitimate, educationally related needs.

9.5.3 The District and UASF will review the procedures for the selection of supervisory personnel and make recommendations for any changes to current practices as needed.

9.5.4 When a member of the unit is no longer required in a supervisory position, the employee shall be entitled to be transferred to the teaching staff in a position equivalent to the one previously held with credit for seniority granted in accordance with the Education Code.

9.5.5 A supervisory employee who is reassigned pursuant to a reduction in force shall be considered for appointment to his/her former supervisory position, if such position becomes available within two years.
9.5.6 The District shall notify unit members of involuntary transfer assignments preferably by the end of the School Year.

9.6 Demotion/Non-Renewal Procedures

9.6.1 An employee who receives a negative performance evaluation letter by date set in the management calendar, which may include information as to the possibility of non-renewal at the end of the next school year or end of his/her contract, shall jointly develop with the appropriate supervisor a remediation plan for the following year which will include the specific recommendation for improvement(s) that the supervisor believes are necessary.

9.6.2 According to the management calendar, the Administrator’s Leadership Plan will include an action plan to address the needs identified in section 9.6.1, above.

9.6.3 The administrator and the evaluating supervisor will meet periodically during the first semester to review progress of completing the identified needs. A written summary of said meeting will be given to the member.

9.6.4 The evaluating supervisor will communicate to the unit member, his/her recommendation for contract non-renewal or demotion prior to the date the recommendation will be voted on by the Board of Education.

9.7 Notwithstanding any other provision of the Agreement or this article, the parties recognize the discretionary right of the Superintendent to assign, transfer, promote/demote or not renew bargaining unit members consistent with the provisions of the Education Code.

ARTICLE 10

ADMINISTRATOR EVALUATION AND LEADERSHIP PROFESSIONAL GROWTH

10.1 The District and the Union agree that performance evaluation of supervisory personnel is an important factor in fostering good education.

10.1.1 Observation and evaluation of the administrator's performance shall be conducted by the evaluating supervisor with the full knowledge of the administrator and consistent with the stated purpose and procedure in this article.

10.1.2 All statements within the Administrator's leadership plan shall relate to job performance.

10.1.3 Written feedback from supervisory management may be used by the evaluating supervisor in determining the evaluatee's attainment of priorities/objectives and shall be disclosed to the evaluatee.

10.1.4 The content of any evaluation may not be grieved.

10.2 Leadership Plan
10.2.1 In August of each year, the District’s Mission, Goals and Objectives are communicated to all administrators. By the last Friday of August, Human Resources will publish the evaluation timeline in consultation with the Union.

10.2.2 At the start of each school year, after reviewing the district Leadership Competencies through self-assessment and/or reflection, the administrator and their evaluating supervisor will meet to develop a leadership plan. In accordance with the evaluation timeline, the administrator will submit a draft leadership plan using the District provided template.

10.2.2.1 The administrator will select one or more competencies that will support the District’s Mission, Goals and Objectives, the school site academic plan (PreK-12) to become part of the leadership plan.

10.2.2.2 The Supervisor will also select one or more competencies for the administrator to focus on that will support the District’s Mission, Goals and Objectives, the school site academic plan (PreK-12) as well as the growth of the administrator.

All administrators who require more than three (3) competencies will also be participating in an improvement plan as per Article 9.6.1

10.2.2.3 The evaluating supervisor may require the administrator to revise the draft leadership plan if there is no consensus regarding the content of the plan.

10.2.2.4 Based on the feedback from the evaluating supervisor, the administrator will submit a revised leadership plan, including the agreed upon evidence to be collected which will become the blueprint for the school year.

10.2.3 Administrators, if approved by their evaluating supervisor, may be granted an option for a Leadership Plan “Short Form”. This “Short Form” will follow similar calendar guidelines as the traditional Leadership Plan.

10.2.4 According to the evaluation timeline, the evaluating supervisor and the administrator will meet to assess the progress toward successful demonstration of each of the competencies in the leadership plan. At this meeting, the supervisor may require additional evidence to be submitted per the evaluation timeline in the event that sufficient evidence has not been observed/documented.

10.2.5 Per the evaluation timeline, the evaluating supervisor will meet with the administrator to review, discuss and assess the competencies of the leadership plan which will be part of the final evaluation.

10.2.6 The supervisor’s evaluation of the administrator will become part of the administrator’s personnel file.

10.2.7 Evaluation timelines shall be adjusted for assignments to year round programs.

10.2.8 Principals at co-located sites shall be evaluated by their respective Assistant Superintendents who shall receive input from the Early Education Department.
10.2.9 A committee will be formed to revise the evaluation tool and process for the performance evaluation of UASF unit members. Recommendations will be presented to the Superintendent and UASF President by December 1, 2018.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Both the District and UASF agree that everyone concerned benefits from the prompt and confidential resolution of grievances. The following procedure designed to accomplish this purpose is hereby established.

11.1.1 A grievance shall mean a claim that a management employee has violated, misinterpreted, and/or misapplied a term or condition contained in this contract. Notwithstanding this definition, a bargaining unit member may file a grievance regarding a procedural violation by a fellow bargaining unit member under Article 10 (Evaluation Procedure) or Article 12 (Complaints).

11.1.2 The grievant may first discuss the matter with the immediate superior directly or accompanied by a representative of UASF, with the object being to resolve the matter informally. The resolution agreed upon shall be documented in writing and signed by the parties involved.

11.1.3 A grievance shall be presented not later than the fifteenth (15) workday after the act, occurrence, event or circumstance alleged to constitute the grievance.

11.1.4 All grievances submitted shall include a concise statement of the grievance, plus a brief statement of the specific acts, conduct or condition (including applicable dates) alleged to constitute the grievance and the section number(s) allegedly violated. The grievance shall also contain a statement of the remedy sought by the grievant.

11.1.5 All grievances shall be submitted in writing and shall commence at Step 1 unless the grievance arises from the action of an authority higher than the immediate superior, in which case the grievance may be filed at the appropriate step of the grievance procedure.

11.1.6 Time is of the essence. 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 be extended only by mutual agreement of the parties.

11.1.7 In the event the grievance is filed on or about June 1, the time limits set forth above may be reduced by written stipulation of the parties involved so that the matter may reach final adjudication by the end of the current school year or as soon thereafter as practical.

11.1.8 The initial grievance may be amended by the grievant at any time prior to the hearing at Step One in order to set forth new matters arising from the alleged violation. The grievance may not be amended thereafter.
11.1.9 Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the filing of an appeal to the next step of this procedure.

11.1.10 If a grievance hearing, at any step, is held on school time, the grievant and necessary witnesses shall be released to attend the hearing, with no loss of pay or sick leave.

11.1.11 The parties involved may maintain a written record or a sound recording of grievance proceedings. No such record may be contained in the personnel file of the grievant except upon request by the grievant. Neither the grievance nor any record of it, may be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement, except at the option of the grievant.

11.1.12 If a grievance is adjudicated and concluded in favor of the grievant, all records, which give rise to the grievance, shall, at the option of the grievant, be destroyed. The final decision of the grievance procedure shall be placed in the employee’s personnel file.

11.1.13 When two (2) or more grievances involving the same alleged violation, or which present common questions of fact and law, have been submitted, the District and UASF may agree that the grievance be consolidated and that they be heard at Step Two.

11.1.14 A grievance may not be submitted to arbitration unless the procedures in this article have been followed and completed.

11.1.15 No member of the unit shall be requested or required to meet with an immediate supervisor concerning any aspect of a grievance other than as outlined in this Article.

11.2 Step One

11.2.1 The grievance shall be submitted in writing and discussed with the immediate superior either by the grievant accompanied by a representative of his/her choosing, or by the grievant representing himself/herself, or by UASF on behalf of members of the bargaining unit when an alleged violation of the contract affects more that one member and has a recognizable impact upon members at more than one school, or when the alleged violation represents a question of common or general interest to many aggrieved members of the unit.

11.2.2 If the grievant represents himself/herself as permitted by Paragraph 11.1.1 above, UASF shall be given a copy of the grievance and shall have the opportunity to file a statement.

11.2.3 Within ten (10) work days after receiving the grievance, the immediate superior shall investigate the grievance, including granting the grievant and/or UASF reasonable opportunity to be heard, and shall render a decision to the grievant, in writing, together with supporting reasons and shall forward the decision to the grievant, the Human Resources Department and UASF.

11.3 Step Two

11.3.1 Within fifteen (15) workdays after receiving the decision of Step One, the grievant may, on his/her own or through UASF, appeal the decision to the Superintendent or
the Superintendent's designee. An appeal to Step Two shall be in writing and shall be accompanied by a copy of the decision of Step One.

11.3.2 Within fifteen (15) work days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, including granting the grievant and/or UASF reasonable opportunity to be heard, and shall render a decision in writing together with the supporting reasons to the grievant, the immediate superior, the Human Resources Department and UASF.

11.3.3 Within five (5) work days after delivery of the decision from Step Two, the grievant may file a written appeal requesting reconsideration by the Superintendent. The Superintendent or his/her designee may provide the grievant and/or UASF additional opportunity to be heard. The Superintendent or his/her designee, shall within ten (10) work days, uphold, reverse, or make further findings of the decision rendered at Step Two.

11.4 Step Three

11.4.1 Within fifteen (15) work days after receiving the decision of the Superintendent or his/her designee, UASF has the exclusive right to appeal the decision to arbitration. If UASF exercises the right to arbitrate, UASF shall inform the District by certified mail or by hand delivery to the Human Resources Department. UASF and the District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel of arbitrators is established, the rules of the American Arbitration Association regarding arbitration will apply.

11.4.2 The arbitrator's fee shall be equally shared by the District and UASF. If the arbitrator is selected and the arbitration is postponed, the party requesting the postponement shall pay the fee.

11.4.3 The arbitrator shall issue a decision not later than thirty (30) days after the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion on the issue(s) submitted. The decision of the arbitrator shall be binding.

ARTICLE 12

COMPLAINTS

12.1 Any complaint made against a supervisory employee shall be brought to the employee's attention for review as soon as possible. All complaints shall be reduced to writing and signed by the complainant. If the complainant does not reduce the complaint to writing, or sign a written complaint, the complaint shall be disregarded.

12.2 During the investigation of the complaint, the member of the unit so charged shall be kept fully informed of the progress of the investigation. The investigation shall include a discussion with the subject employee. The employee may be accompanied by counsel and/or a representative of UASF.
12.3 No action shall be taken on a complaint until the investigation has been concluded. If the Superintendent in his/her discretion finds that summary action must be taken prior to the conclusion of the investigation, he may take such action as he finds appropriate under the circumstances. The investigation, however, shall continue and be concluded under the terms of this article.

**ARTICLE 13**

**INFORMATIONAL MEETING**

13.1 Upon request, the Superintendent or his/her designee shall meet with representatives of UASF at least once each calendar month during the school year, August through June. The purpose of such meetings shall be to exchange information and to discuss matters of mutual concern relating to the implementation of the contract. The time and location of such meetings shall be by mutual agreement. At least five (5) school days prior to any such meeting the requesting party shall submit to the other a written agenda of the subjects to be discussed.

**ARTICLE 14**

**SAVINGS**

14.1 In the event any provision of this contract is or shall be determined to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, the provisions so affected shall become null and void and become the subject of collective bargaining if either party so wishes. All other provisions of this contract shall continue in effect.

14.2 It is agreed and understood by both the District and UASF that the terms and provisions of this contract are included in and become the terms and provisions of an existing written contract executed between the District and individual supervisory employees. When there is an inconsistency between the terms and provisions of this contract and those of any such existing contract, then the terms of this contract shall govern.

14.2 If the parcel tax expires without being renewed by the voters, the salary schedules shall revert to the Base Salary Schedules in effect in July 1, 2008, plus subsequently negotiated salary increases from the Base Salary Schedules. All other economic incentives and other expenditures that use parcel tax revenues shall cease to exist effective June 30th of the year in which the parcel tax expires and is not renewed.

**ARTICLE 15**

**OTHER PROVISIONS**

15.1 The District may require tests for tuberculosis as a condition of employment. For the purpose of securing an X-ray or tuberculin test, a member of the unit may be absent from school for the required time, without loss of pay or use of sick leave.
15.2 It shall be the policy of the District, as provided by the State Education Code, to reimburse supervisory employees for damage to, or theft of, their personal property. However, supervisory employees are to be reimbursed only if the damage or theft is the result of pupil supervision or vandalism and when property is damaged in the line of duty without fault of the employee.

15.3 UASF may use school delivery service once a month and district e-mail services for transmitting notices to its members. School delivery materials shall be presented for delivery clearly addressed to each school, properly packaged or sealed in envelopes and with completed approval forms for delivery and attached sample on file. The Superintendent assumes no responsibility for the content of such material.

15.4 The District agrees to make reasonable efforts to provide safe, non-hazardous and proper working conditions for all members of the unit.

15.5 Address for notices and other communications called for by the Contract shall be as follows:

FOR UASF:
Caroline Satoda, President
Cheryl Lee, Co-Executive Director
Richard Maggi, Co-Executive Director
United Administrators of San Francisco
P.O. Box 31940
San Francisco, CA 94131

FOR THE DISTRICT:
Labor Relations
San Francisco Unified School District
555 Franklin Street, Room 306
San Francisco, CA 94102

15.6 On-Going Consultation

District and Union representatives shall continue to consult on non-bargaining topics of mutual interest, as well as continue consultation discussions on such topics as hiring guidelines, streamlining paperwork, and staff development activities.

ARTICLE 16

DURATION OF CONTRACT

16.1 This contract shall be effective July 1, 2018 through June 30, 2020.
APPENDIX A

SALARY SCHEDULE
San Francisco Unified School District  
2018-2019 Certificated Administrative Salary Schedule (7%)

<table>
<thead>
<tr>
<th>Title</th>
<th>Work days</th>
<th>Grade</th>
<th>Base Salary</th>
<th>QTEA Add-on</th>
<th>Prop G – 2% 0 to 4 yrs</th>
<th>Prop G – 3% 5-9 yrs</th>
<th>Prop G – 4% 10 or more yrs</th>
</tr>
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<tr>
<td>Principal – High School – Over 750</td>
<td>215</td>
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<td>$2,250.00</td>
<td>$2,675.74</td>
<td>$4,013.61</td>
<td>$5,351.48</td>
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<td>Title</td>
<td>Work days</td>
<td>Grade</td>
<td>Base Salary</td>
<td>QTEA Add-on</td>
<td>Prop G – 2% 0 to 4 yrs</td>
<td>Prop G – 3% 5-9 yrs</td>
<td>Prop G – 4% 10 or more yrs</td>
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<tr>
<td>Title</td>
<td>Work days</td>
<td>Grade</td>
<td>Base Salary</td>
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<td>Prop G – 4% 10 or more yrs</td>
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<td>-----------------------------------------------------------</td>
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</tr>
<tr>
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<td>$4,222.92</td>
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**Longevity**
- at year 15 - $2,531.00
- at year 20 - $4,681.00
- at year 25 - $6,958.00

**PreK-8 Title V Stipend**
- 1 classroom - $2,500
- 2 classroom - $5,000
- 3 classroom - $7,500
### San Francisco Unified School District
#### 2019-2020 Certificated Administrative Salary Schedule (3%)

<table>
<thead>
<tr>
<th>Title</th>
<th>Work days</th>
<th>Grade</th>
<th>Base Salary</th>
<th>QTEA Add-on</th>
<th>Prop G – 2% 0 to 4 yrs</th>
<th>Prop G – 3% 5-9 yrs</th>
<th>Prop G – 4% 10 or more yrs</th>
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<td>215</td>
<td>AM</td>
<td>$137,801.00</td>
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<td>$5,351.48</td>
</tr>
<tr>
<td>Principal – High School – Over 750</td>
<td>215</td>
<td>Incr A</td>
<td>$140,408.00</td>
<td>$2,250.00</td>
<td>$2,726.36</td>
<td>$4,089.54</td>
<td>$5,452.72</td>
</tr>
<tr>
<td>Principal – High School – Over 750</td>
<td>215</td>
<td>Incr B</td>
<td>$142,622.00</td>
<td>$2,250.00</td>
<td>$2,769.36</td>
<td>$4,154.04</td>
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<td>$144,968.00</td>
<td>$2,250.00</td>
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<td>$4,222.35</td>
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<td>AU</td>
<td>$133,943.00</td>
<td>$2,250.00</td>
<td>$2,600.84</td>
<td>$3,901.26</td>
<td>$5,201.68</td>
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<tr>
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<tr>
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<td>Work days</td>
<td>Grade</td>
<td>Base Salary</td>
<td>QTEA Add-on</td>
<td>Prop G - 2% 0 to 4 yrs</td>
<td>Prop G - 3% 5-9 yrs</td>
<td>Prop G - 4% 10 or more yrs</td>
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<td>Grade</td>
<td>Base Salary</td>
<td>QTEA Add-on</td>
<td>Prop G – 0 to 4 yrs</td>
<td>Prop G – 5-9 yrs</td>
<td>Prop G – 10 or more yrs</td>
</tr>
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<td>$3,573.36</td>
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</tbody>
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**Longevity**
- at year 15 - $2,607.00
- at year 20 - $4,821.00
- at year 25 - $7,167.00

**PreK-8 Title V Stipend**
- 1 classroom - $2,500
- 2 classroom - $5,000
- 3 classroom - $7,500
APPENDIX B

FRINGE BENEFITS
APPENDIX B
FRINGE BENEFITS

B.1 Health Program: Supervisory employees may select one of the health plans available through the Health Service System of the City and County of San Francisco and shall contribute at the rates applicable to the selected plan. The District shall contribute an amount per month per employee as determined by the City Charter. The Union shall have a representative on any District-wide committee concerning health plans for unit members.

B.1.1 Effective July 1, 2010, the District shall make the following monthly (twelfthly) contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to $210/month for employee plus one dependent, up to $260/month for family coverage.

B.1.1.1 The parties shall meet and negotiate the application of these fringe benefit modifications to retirees.

B.1.2 Effective July 1, 2011, the District shall make the following monthly (twelfthly) contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to $223.72/month for employee plus one dependent; up to $273.72/month for family coverage.

B.2 Dental Plan: The District shall pay the full premium to provide coverage for the cost of dental care to supervisory employees and qualifying dependents. Coverage is 70% of the first year, increasing at the rate of ten (10) per cent annually, up to a maximum coverage of 100%. Current employees who have reached 100% will remain at that level. The current annual maximum shall be $1500.

B.3 Orthodontia: Coverage for orthodontia work is provided to cover one-half (1/2) for the services up to $500 for each individual case. The District shall pay the full premium for this coverage, which is included in the dental premium.

B.4 Group Long-Term Disability: The District shall provide a group long-term disability program, which provides benefits to supervisory employees after accidents or illnesses. The District shall pay the full premium for this coverage.

B.5 Group Life and Accidental Death and Dismemberment: The District shall provide a group life and accidental dismemberment policy which includes benefits of $20,000 level term insurance, with coverage to age 65, retirement or separation from employment, plus a $15,000 accidental death benefit. The District shall pay the full premium for this coverage.

B.6 Liability Insurance: The District provides supervisory employees with liability insurance coverage as provided by law (California Code of Regulations, Title V). The District shall pay the full premium for this coverage, which shall include the following:

B.6.1 $10,000,000 per occurrence, in cases of bodily injury and property damage to third parties;

B.6.2 $5,000,000 for errors or omissions (malpractice):
B6.3  $10,000,000 per occurrence in cases of accidents proximately caused by district-owned automobiles or private car while on school district related business.

B6.4  The above benefits shall be limited to liability arising from and within the course and scope of employment for activities, duties and responsibilities carried out on behalf of the District.

B.7  Members of the unit who are married to or are domestic partners with another certificated District employee shall each have full individual coverage as specified in the Agreements with insurance carriers.
APPENDIX C

Calendar
CALENDAR/WORK YEAR

C.1 Members of the bargaining unit will work the following number of days each school year. This work calendar includes three days funded by the District which parallels 3 professional development days for teachers funded by the State.

<table>
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<tr>
<th>C.1.1 Principal</th>
<th>2018-2020</th>
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</thead>
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<td>(1) High School &amp; Small/Necessary</td>
<td>215 days</td>
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<tr>
<td>(2) Middle School &amp; K8</td>
<td>210 days</td>
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<tr>
<td>(3) Elementary School</td>
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<tr>
<td>(2) Middle School &amp; K8</td>
<td>205 days</td>
</tr>
<tr>
<td>(3) Elementary School</td>
<td>205 days</td>
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</table>

<table>
<thead>
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<th>C.1.3 Early Education School Site Administrator</th>
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<table>
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<th>C.1.4 Program Administrator</th>
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<table>
<thead>
<tr>
<th>C.1.5 Supervisor</th>
<th>224 days</th>
</tr>
</thead>
</table>

| C.1.6 Administrative Intern | 196 days |

C.2 Required Service Days before Schools Open and After They Close

C.2.1 Supervisory employees will be notified by approximately mid-April of each school year of the required starting date for all supervisory employees to report for work prior to the opening of schools for the next school year.

C.2.2 The required starting date, a Monday, shall not be more than twelve (12) working days prior to the first teacher report day unless directed by the Superintendent. Total workdays will remain the same as detailed in Appendix C.1.

C.2.3 The first five (5) working days immediately following the close of school at the end of the school year shall be required service days for all supervisory employees. With the advance approval of his/her management supervisor, a unit member may be allowed to utilize a portion of said working days for other assignments.

C.2.4 Upon prior written notice, except in an emergency circumstance, the District may designate that a workday (or workdays) be reserved for a specific function.
C.3 Supervisory Employees at PreK-12 Sites on a Traditional Calendar

C.3.1 For PreK-12 sites operating on a traditional calendar, site personnel will normally serve on:

C.3.1.1 The days schools are in session;

C.3.1.2 Those days designated prior to the opening of school (per Appendix C.2.2) and,

C.3.1.3 The five (5) days immediately following the close of school (per Appendix C.2.3)

C.3.1.4 Upon prior written notice, except in emergency circumstances, the District may designate that a workday (or workdays) be reserved for a specific function (per Appendix C.2.4).

C.3.2 Service days required by Appendix C.1 in addition to those specified in Appendix C.3.1 shall be served on work days determined by the employee

C.3.2.1 The determination of the days to be served by an Assistant Principal during the term of this agreement shall be at the direction of his/her supervising Principal.

C.4 Other Supervisory Employees

C.4.1 All other supervisory employees shall work on:

C.4.1.1 Those days designated prior to the opening of school (per Appendix C.2.2);

C.4.1.2 The five (5) days immediately following the close of school (per Appendix C.2.3);

C.4.1.2 Additional workdays during the school year as are necessary to complete the balance of the service days required by Appendix C.1, said additional workdays to be scheduled by the employee, and approved by the employee’s supervisor.

C.4.1.3 Upon prior written notice, except in emergency circumstances, the District may designate that a workday (or workdays) be reserved for a specific function. (per Appendix C.2.4)

C.5 General Provisions

C.5.1 Employees who are required by the Superintendent, per written request, to serve specified days in addition to those designated in Appendix C.1 shall receive their per diem rate of pay for each such additional day served.
C.5.2 As an integral part of a typical supervisory classification, some functions necessitate evening, weekend and/or holiday service. Illustrative examples of such functions shall include, but in no way are limited to, athletic events, student social and co-curricular activities, parent/PTA programs and meetings, back-to-school nights, school board meetings, etc. Said service, to the extent it normally is associated with the employee’s supervisory classification, shall be rendered by the supervisory employee in addition to the requirements of Appendix C.1.

C.5.2.1 In appropriate and/or unusual circumstances, a supervisory employee may request of the Superintendent, or his/her designee, that other service rendered on evening, weekends, and/or holidays be credited in fulfillment of the work year required in C.1.

C.5.2.2 In appropriate and/or unusual circumstances, service rendered on weekends or holidays may be credited in the fulfillment of the work year required in Appendix C.1, above. The approval of this credit shall be at the discretion of the Superintendent or designee.

C.5.3 Each UASF member shall submit his/her individual service calendar to his/her immediate supervisor within 30 days of the administrator’s report date.
APPENDIX D

UASF SICK LEAVE TRANSFER PROGRAM
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UASF SICK LEAVE TRANSFER PROGRAM

PURPOSE: Sick Leave Transfer Program is a resource to provide relief to those employees represented by UASF who have suffered catastrophic illness or injury and who have exhausted all entitled and extended sick leave. A catastrophic illness or injury is defined as one which is life threatening and which will last for at least 30 days. Participation in the Sick Leave Transfer Program is on a voluntary basis.

ELIGIBILITY FOR PARTICIPATION:

1. All certificated members of the bargaining unit represented by UASF shall be eligible to be donors or recipients governed by the conditions listed below.

2. DONORS:
   a. The donor must have a minimum of 20 days in his/her sick leave account after the donation is made.
   b. The donor may contribute at least 1 day but no more than 10 days annually.
   c. The donor shall either (1) specify the recipient of the donation; or (2) designate the donation to be deposited in the common account to be used as determined by the Governing Committee.
   d. All donated days shall accrue to the benefit of the recipient.

5. RECIPIENT:
   a. The recipient must have exhausted all paid leave to participate in the Sick Leave Transfer Program.
   b. The recipient must apply for Sick Leave Transfer Program participation. Such application shall include medical reports certifying the nature of the illness/injury.
   c. A recipient may receive no more than 85 days from this Program in any school year.

5. GOVERNING COMMITTEE:
   a. A Governing Committee for the Sick Leave Transfer Program shall be established made up of no more than 4 members appointed by UASF and 1 member appointed by the District.
   b. The District representative shall be responsible for processing applications and presenting them to the Governing Committee.
   c. The Committee shall determine by vote the eligibility of the applicant. The District representative shall vote only in the case of ties.
   d. The decision of the Governing Committee may be appealed within 10 days of notification of denial. The appeal shall be to the Executive Board of the UASF who will render a decision within 10 days of the receipt of the appeal.

5. ESTABLISHMENT OF THE BANK
   a. The Sick Leave Transfer Program shall be considered operational when all of the conditions listed below have been satisfied.
   b. The Board of Education has adopted the mutually agreed to program.
   c. The Governing Committee has been appointed.
   d. Members of the bargaining unit have been notified by UASF of the Sick Leave the Transfer Program policies and procedures.
   e. The receipt of 250 days of donated sick leave to establish the common account in the Bank which must maintain an 81-day reserve to be considered operational.
The District and UASF agree to share in the cost of printing appropriate application and donation forms. Also, the District and UASF agree to review and evaluate the operation of the program at the end of each school year to assess the feasibility of its continued operation.
APPENDIX E

EMERITUS ADMINISTRATOR
SALARY SCHEDULE
Emeritus Administrators Salary Schedule

The District and the Union mutually agree to the following rate of compensation for As-Needed Administrators. Type 2, 3, & 4 will be calibrated to the salary of current UASF members to be effective the first pay period in July 1, 2018.

7% - Effective July 1, 2018

<table>
<thead>
<tr>
<th>Type 1</th>
<th>After day 5 - Step 3 of the position for a retired administrator that is serving in the absence of a site administrator/EED School Principal.</th>
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</table>
| Type 2 | Mentoring new administrator  
|        | Coordinating professional development  
|        | Serving as pupil service hearing officer |
| Type 3 | Skilled assistance at the sites and central office departments  
|        | Subject matter expertise  
|        | Administrative decisions – Policy making  
|        | Workshop presenters  
|        | • Master schedule consulting  
|        | • EPC  
|        | • Decision making interviews |
| Type 4 | General support  
|        | • Paper screening  
|        | • Initial interviews  
|        | • EPC queries and paperwork |
| Type 5 | Day 1 to 5 for the retired administrator that is serving in the absence of a site administrator |
| Type 6 | Day 1 to 5 for the retired administrator that is serving in the absence of an EED School Principal |
3% - Effective July 1, 2019

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
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