

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.

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

- 24.3.2 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.
- 24.3.3 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. Sabbatical leaves shall be counted as full time service.
- 24.4 By February 1st of each year, UESF unit members will inform the District of their intention to retire at the end of the academic year, in a format determined by the Human Resources Department. UESF and District will co-sponsor a recognition event honoring the contributions of retiring employees.

25. 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.
 - 25.2.1 Each school site faculty may choose to determine whether to relieve the site's Union Building Representative of equitably rotated school site duties under Article 7.2.4 in order to accomplish the duties associated with the Union Building Representative position. (Note: Inclusion of homeroom as a school site duty shall be determined by the site administrator.) This secret ballot shall be conducted by the site UBC – but not the Building Representative – and should be conducted prior to the first student day of instruction. The election tally shall be posted and made available to the site staff, including the 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 (SSC) 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 or successor (Article 21, Restructuring).
 - 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*, of any shared decision-making body to the extent permitted by law. 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, Restructuring, or as part of a District Union collaboration such as the Ford Foundation supported Labor Management Community Committee (LMCC), the UBC shall work with the LMCC 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 21, Restructuring. Shared decision-making bodies are crucial for successful implementation of the Weighted Student Formula and accountability programs mandated by state and federal authorities. 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*, to the extent permitted by law. 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 SSC's 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 (Section 25.4.3.1.1). If it is preferable at the site to have two governance councils, the models described in Sections 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 mandatory subjects of negotiations and therefore are not subject to the grievance process.

26. Living Contract Committee

- 26.1 **Living Contract Committee:** The parties agree to establish a joint committee, involving both bargaining units represented by UESF, to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall system operations.
 - 26.1.2 This committee shall be authorized to discuss any issue of mutual interest or concern and to reach agreement on issues in a timely manner without delaying action until the expiration and renegotiation of either collective bargaining agreement. The Living Contract Committee shall also have the power to amend this Agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the District and Union.
 - 26.1.3 The Union and District shall each identify at least two (2) representatives and no more than four (4) representatives as permanent committee members. The Superintendent and/or the UESF President shall participate in meetings of this committee at their discretion.
 - 26.1.4 The overall charge to the Living Contract Committee shall include but not be limited to the following:
 - 26.1.4.1 Administer and implement the contractual agreements, and resolve disputes or problems in the interpretation and application of the agreements as they arise; and
 - 26.1.4.2 Meet monthly on a regularly scheduled date, at times and locations mutually agreed upon, unless the parties agree to a different arrangement. Either the Superintendent or the President may call a special meeting of the Committee to deal with a specific issue on the basis of urgent need.