

Tentative Agreement

between

**San Francisco Unified
School District**

And

**United Educators
of San Francisco**

(415) 956-8373
www.uesf.org

Covering Certificated Personnel

July 1, 2012— June 30, 2014

Preamble

No Change

UESF/SFUSD Vision Statement

No Change

1. Recognition

No Change

2. Bargaining Unit Defined

No Change

3. Definitions

3.1 through 3.10 – No Change

3.11 Wherever the terms “pay check,” “pay warrant,” “monthly warrant,” or words to similar effect are used, it is to mean payment of earnings or salary payments. An electronic notification of monthly compensation, deductions, accruals, taxes, etc. will be made available after 2:00 p.m., the day before the schedule pay date.

3.142 Substitute teacher classifications

3.142.1 Day-to-Day is to mean those teachers working on a day-to-day basis.

3.142.2 Ten-Day Substitute is to mean those teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher.

3.142.3 Forty-Day Substitute, as defined in Section 28.7, is to mean those teachers serving more than forty (40) consecutive days in the same position with no more than two (2) authorized absences. Teachers in this classification shall be paid according to Article 11, Salaries, Increments and Classifications, and Appendix B and provided benefits per Article 12, Fringe Benefits.

3.142.4 One Hundred Sixty Day (Fringe Benefit) Substitute teachers shall receive health benefits providing they meet the qualifications specified in Section 28.12.

3.142.5 Core Substitute teachers, selected per the criteria specified in Section 28.6, shall be provided regular assignments and paid according to Article 11, Salaries, Increments and Classifications, and Appendix B, according to credential status, and be provided fringe benefits per Article 12, Fringe Benefits.

3.123 “Extended hours” means all approved work time beyond seven (7) hours in a day or thirty-five (35) hours in one week. The decision to accept administrative assignments of extended hours shall be at the sole discretion of the teacher.

4. District and Union Responsibilities

No Change

5. Union Rights

No Change

6. Professional Rights

6.1 through 6.4 – No Change

6.5 The District endeavors to make sufficient clerical support, telephones, and equipment ~~and materials~~ available at each site to conduct the instructional program. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. In the interim there shall be reasonable access to equipment consistent with equipment capacity and site resources. Plans will be developed to meet these needs to the degree possible within the available resources. To the degree possible within the available resources, the District will make sufficient materials and supplies available at each site to conduct the instructional program.

6.6 through 6.9 – No Change

7. Days and Hours of Employment for K-12 Teachers

7.1 through 7.2.7 – No Change

7.2.8 The District shall provide two (2) additional conference/preparation periods to each ~~regular comprehensive~~ high school for Advanced Placement (AP) classes, plus ~~an~~ additional conference periods based on a fixed \$600 per exam taken at each school the prior year. This funding shall be used to provide one (1) additional conference/preparation period for each teacher of AP classes with classes of twenty-five (25) or more. Teachers of AP classes with fewer than twenty-five (25) students shall receive an annual stipend of \$3000. ~~for each twenty (20) AP exams above forty (40) taken at said school the prior year.~~ Teachers of AP classes may make recommendations to the principal for allocating AP additional conference/preparation periods and AP exam-generated funding.

7.3 through 7.4 – No Change

8. Parent-Teacher Conferences

No Change

9. Class Size

9.1 through 9.2.5 – No Change

9.3 The Union and District agree to work cooperatively to reduce class size and determine the focus of such class-size reductions.

9.3.1 ~~Kindergarten Through Grade 3~~ Staffing allocation ratio for 2006—2007

9.3.1.1 Class size for these grades will be determined by the District’s participation in the State’s K-3 Class Size Reduction Program ~~primary grade class size reduction program (Program) and Section 9.8. Class size must conform to SB 311, but in no case shall it exceed 22 students. Any modification in current class size reduction state provisions will trigger an immediate re-opener on K-3 class size. Class size shall conform to current or future state laws and regulations for the Program.~~

Grade Level	Students per teacher
Kindergarten, Grades 1, 2 & 3	* 20.0 <u>22.0</u>
Grades 4 & 5	32.2
Middle School	33.1
High School	34.4

Necessary Small High School	25.0
Severely Impaired	9.0
Learning Impaired	13.0
Severely Emotionally Disturbed	9.7
Resource Specialist	24.0
<p>*Class size for these grades will be determined by the District's participation in the State's primary grade class size reduction program and Section 9.8. Class size must conform to SB 311, but in no case shall it exceed 22 students. Any modification in current class size reduction state provisions will trigger an immediate re-opener on K-3 class size. Allocation ratios will revert to the following ratios if the State primary grade class size reduction program Program is eliminated: Kindergarten – 31.2; Grades 1 and 2 – 26.0; and Grade 3 – 29.8</p>	

9.3.1.2 Due to exceptional circumstances an individual K-3 class may, on occasion, be required to go one (1) over the limit specified in Article 9.3.1.1. Prior to making the one-over student placement assignment the District shall consult with the Union explaining all efforts that have been made to keep within the limit and why it was not possible to do so.

9.3.1.2.1 The teacher assigned the additional student shall receive \$1,000 (\$500 per semester) for the following activities:

- Classroom materials and supplies
- Professional development including registration and related costs (e.g. substitutes, travel, etc.)
- Other approved uses

9.3.1.2.2 The principal at the site shall review and approve the expenditures proposed by the teacher.

9.3.1.2.3 Such teacher shall also receive two (2) days per semester of relief time as defined in contract section 7.2.5.1.2.1 for duty free preparation. The designated schedule for such relief time shall be by mutual agreement with the principal.

9.3.1.3 The one-over placement shall be for that school year only unless in the subsequent year there is not sufficient attrition within the class or school site to return to the class size limit specified in Article 9.3.1.1.

9.3.1.3.1 If the one-over student placement remains for the succeeding school year the next grade level teacher to receive the one-over student placement shall receive the same support as specified in section 9.3.1.2.1.

9.3.1.4 If the Program is eliminated or if both Propositions 30 and 38 fail to be enacted, the District and the Union shall meet and confer to determine appropriate K-3 class-size limits.

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

~~but prior to the end of the current school year; the District and the Union may mutually agree to cancel/postpone said process.~~

~~9.3.3.8 By May 25th based upon the projections and allocations described herein, the preliminary master programs and elementary class lists are prepared at each site by the administration in consultation with the UBC and distributed to the staff.~~

~~9.3.3.9 By August 15th, staffing allocations and student schedules may need revision based upon shifting enrollments or State funding decisions and their impact on SFUSD; the Union shall be kept informed of the major developments related to these late funding decisions by the State. Upon the written request of either party following the budget adopted by the State, the parties shall meet and consult regarding possible changes in the staffing allocation ratios for the coming school year in conjunction with negotiations on any unresolved cost items.~~

~~9.3.3.10 Classes shall be balanced as quickly as administratively feasible by September 15th. The Assistant Superintendents, in consultation with site and program administrators, will give due consideration to the possibility of capping school and class enrollments; the UBC shall have input on such site decisions.~~

9.3.4 **Notification**

9.3.4.1 After the initial enrollment verification, the principal shall meet with the UBC periodically to make every reasonable effort to balance class sizes. If the situation cannot satisfactorily be resolved at the site, the Central Office and the Union shall be alerted for possible resolution.

9.3.4.2 **Special Education**

~~9.3.4.2.1 When a class is below or more than one above the given range, the Director of the Department of Special Education will make every effort to make adjustments to the situation. The District will include this information in its regular class size reports to the Union.~~

~~9.3.4.2.2 The Special Education Department committee established in Article 31.12 shall meet monthly to discuss subjects of mutual interest. Agenda items shall be provided by both sides no later than three (3) days prior to the meeting.~~

~~9.3.4.2.3 Every thirty (30) workdays during the school year the District will report to the Union the size of each class.~~

9.3.4.2.1 The Union Special Education Committee and the Assistant Superintendent of Special Education or designee shall meet periodically to review the class size and the caseload numbers, and utilization of the assigned staff to service students in the least restrictive environment.

9.3.4.2.2 Every thirty (30) work days during the school year the District will report to the Union the size of each class.

9.3.4.2.2.1 When a class is below or more than one above the given range, the Director of the Department of Assistant Superintendent of Special Education or designee will make every effort to make adjustments to the situation. The District will include this information in its regular class size reports to the Union.

9.4 **Balanced Classes Additional funding for class size reduction**

- ~~9.4.1~~ If during the term of this agreement additional money becomes available for class size reduction or additional support staff, the parties agree to identify hiring priorities to be funded there from.
- ~~9.4.2~~ The Union and The District will pursue possibilities for the reallocation of existing moneys, resources, and personnel to assist class size reduction.
- ~~9.4.3~~ Other possibilities will be explored including State and Federal allocations, newly enacted or one time moneys.
- ~~9.4.4~~ If, during the term of the current Contract, the State provides the District with additional funding that is specifically designed to reduce the pupil/teacher ratio (class size), the District and the Union shall reopen negotiations within thirty (30) to sixty (60) days of enactment on said subject, plus the salary increase implementation dates described in Sections 11.2.2.1 and 11.2.3.1.

9.4.1 Classes shall be balanced as quickly as administratively feasible by September 15th, within ten (10) to fifteen (15) working days of the first day of instruction. The Assistant Superintendents, in consultation with site and program administrators, will give due consideration to the possibility of capping school and class enrollments; the UBC shall have input on such site decisions.

9.4.2 After the initial enrollment verification, the principal shall meet with the UBC periodically to make every reasonable effort to balance class size. If the situation cannot satisfactorily be resolved at the site, the Central Office and the Union shall be alerted for possible resolution.

~~9.4.13~~ If during the term of this agreement additional money becomes available for class size reduction or additional support staff, the parties agree to identify hiring priorities to be funded there from.

~~9.4.24~~ The Union and The District will pursue possibilities for the reallocation of existing moneys, resources, and personnel to assist class size reduction.

~~9.4.35~~ Other possibilities will be explored including State and Federal allocations, newly enacted or one time moneys.

~~9.4.46~~ If, during the term of the current Contract, the State provides the District with additional funding that is specifically designed to reduce the pupil/teacher ratio (class size), the District and the Union shall reopen negotiations within thirty (30) to sixty (60) days of enactment on said subject, plus the salary increase implementation dates described in Sections 11.2.2.1 and 11.2.3.1.

9.5 through 9.5.5.1 – No Change

9.5.6. **Early Education Department**

9.5.6.1 Early Education Department teachers shall have teacher/child ratios permitted by law, which are currently as shown below. It is agreed that the District will meet and consult with the Union before implementing any changes in the ratio.

- 9.5.6.1.1 Infants
0 through 18 months of age 18 per teacher
- 9.5.6.1.2 Toddlers 18 to 36 months of age .. 16 per teacher
- 9.5.6.1.3 3 years to Kindergarten..... 24 per teacher
- 9.5.6.1.4 Kindergarten to 14 years of age 28 per teacher

9.5.6.2 Early Education Department teachers shall have adult/child ratios which are currently as shown below and maximum group sizes permitted by law. It is agreed that the District will meet and consult with the Union before implementing any changes in the ratio.

- 9.5.6.2.1 Infants and toddlers
0 through 2 years of age.....3 per adult
- 9.5.6.2.2 Toddlers 18 to 36 months of age ..4 per adult
- 9.5.6.2.3 3 years to Kindergarten.....8 per adult
- 9.5.6.2.4 Kindergarten to 14 years of age..14 per adult

9.5.7 Special Education Class Size Ranges – A Special Day Class is a classroom where the students receive instruction greater than 50% of their school day.

	<u>Elementary*</u>	<u>Secondary*</u>
9.5.7.1	<u>Severely Impaired (SI)</u>	
	6-10	6-10
9.5.7.2	<u>Learning Handicapped (LH)</u>	
	8-12	8-12
9.5.7.3	<u>Emotionally Disturbed (ED)</u>	
	6-8	6-8
9.5.7.4	<u>Mild/Moderate Speech & Language Impairment</u>	
	8-12	8-12
9.5.7.1	<u>Mild Moderate.....8-12*</u>	
9.5.7.2	<u>Moderate Severe.....6-10*</u>	
9.5.7.53	<u>Visually Impaired (VI).....6-10</u>	
	6-10	6-10
9.5.7.64	<u>Orthopedically Impaired (OI).....6-10</u>	
	6-10	6-10
9.5.7.75	<u>Hearing Impaired (HI) Deaf & Hard of Hearing 6-12</u>	
	6-10	8-12
9.5.7.6	<u>Pre-K.....8-12 per session or 16 per day**</u>	
9.5.7.8	<u>Speech Clinician</u>	
	<u>(case load as permitted by State law)55**</u>	
9.5.7.97	<u>Resource Specialists</u>	
	<u>(case-load as permitted by State law)28***</u>	
9.5.8	<u>Related Service Provider Caseloads</u>	
9.5.8.1	<u>Adaptive PE.....45-55</u>	
9.5.8.2	<u>Deaf & Hard of Hearing.....20-30</u>	
9.5.8.3	<u>Occupational Therapy.....20-35</u>	
9.5.8.4	<u>Orientation and Mobility Instruction.....10-15</u>	
9.5.8.5	<u>Physical Therapy.....25-30</u>	
9.5.8.6	<u>Speech Pathologist.....55</u>	
9.5.8.6.1	<u>Pre-K Speech Pathologist.....40</u>	
9.5.8.7	<u>Visually Impaired.....10-30</u>	
9.5.89	<u>Court Schools class size.....10</u>	

9.5.910 Community Day Schools class size.....22

9.5.7.1011 Psychologists' case loads, job descriptions, and expected completed assessments ~~for~~ shall meeting State compliance guidelines. ~~shall be specified as a result of Section 31.12 of this Agreement.~~

~~9.5.7.11~~ ~~Pre K~~.....~~12~~

*Note: In the instance of heterogeneous classes, class size ranges shall be determined on the basis of ~~the most severe disability~~ student needs and class composition.

** Two separate sessions are held within the seven hour work day with no more than twelve (12) students per session, for a total of sixteen (16) students per day.

***Note: Part-time teachers' case-loads shall be pro-rated.

9.6 The Union and District agree to monitor the effort to reduce class size. The process of reducing class size and the reporting procedures established herein will be evaluated periodically, and, by mutual agreement, this article may be modified during the term of this contract

~~9.7 Beginning with the 1996-97 school year, class size goals for grades K-2 may be established at twenty (20) as contingent upon funding from the state.~~

~~9.8 Beginning with the 1997-98 school year, class size for grades K-3 may be established at twenty (20) contingent upon funding from the state.~~

10. Leaves

10.1 through 10.2.12.1.6 – No Change

10.2.12.2.2.1 Sabbatical leaves shall be suspended and inoperable for the 2012-2013 school year, restored to a maximum of twenty (20) for the 2013-14 school year, and fully restored to the pre-2010-2011 effective with the 2014-2015 school year.

10.2.12.2.3 - 10.3.5.2 – No Change

11. Salaries, Increments, and Classification Changes

11.1 through 11.1.2 – No Change

11.1.2 **Salary tables and pay rates are located in Appendix B.**

11.2 Temporary Reduction in Work Year

11.2.1 For the 2012-2013 school year only, the work year for all unit members covered by the certificated and classified contracts shall be reduced by one and one-half (1.5) days, with a concomitant reduction in salaries (each day represents an expenditure reduction of \$1.79 million), provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same number of days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating the third professional development day and the last one half day of the final student instructional day. In addition:

11.2.1.1 If Proposition 30 (Governor's tax initiative) is not approved or enacted, there shall be one (1) additional furlough day and concomitant reduction in salaries for every \$1.79M reduction in unrestricted general fund revenue up to a maximum of five (5) additional furlough days (for a total maximum of 6.5 furlough days).

11.2.2 For the 2013-2014 school year only, the work year for all unit members covered by the certificated and classified contracts shall be reduced by one and one-half (1.5) days, with a concomitant reduction in salaries (each day represents an expenditure reduction of \$1.79 million),

provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same number of days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating the third professional development day and the last one half day of the final student instructional day. In addition:

11.2.2.1 If both Propositions 30 (Governor's tax initiative) and 38 (Molly Munger initiative) are not approved or enacted, there shall be one (1) additional furlough day and concomitant reduction in salaries for every \$1.79M reduction in unrestricted general fund revenue up to a maximum of eight and one-half (8.5) additional furlough days (for a total maximum of 10 furlough days).

11.2.3 For 2012-2013 and 2013-2014 certificated unit members who notify the District in writing of their irrevocable intent to retire by February 1, 2013 (and February 1, 2014 for 2013-2014 if furlough days are implemented) shall have their temporarily reduced compensation restored for the remainder of that year. Credit for this compensation for retirement purposes shall be subject to CalSTRS approval. Individuals choosing this benefit shall not be eligible for the retirement incentive of \$600.

~~11.2.1 — For the 2010-2011 school year only, the work year for all unit members covered by the certificated and classified contracts shall be reduced by four (4) days with a concomitant adjustment in salary, provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating the day before Election Day and three (3) other mutually agreed upon days as unpaid non-work days.~~

~~11.2.2 — For the 2011-2012 school year, the work year for all unit members covered by the certificated and classified contracts shall be reduced by four (4) days with a concomitant adjustment in salary, provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating four (4) mutually agreed upon days as unpaid non-work days.~~

~~11.2.3 — Certificated unit members who retire during a year in which salary has been reduced due to a temporary reduction in the work year shall have the option to credit furlough days against either salary or service credit, as allowable under CalSTRS.~~

~~11.2.4 — For 2010-2011 certificated unit members who notify the District in writing of their irrevocable intent to retire by the first Friday of the second semester shall have their temporarily reduced work days restored as a non-table rate for the remainder of that year subject to CalSTRS approval. Individuals choosing this benefit shall not be eligible for the retirement incentive of \$600. This benefit may be reinstated for 2011-2012 with mutual agreement of both parties.~~

11.3 Early Education Department

11.3.1 Salary schedules for Early Education Department teachers hired before August 1, 1986.

11.3.1.1 Effective July 1, 2003, salary schedules for teachers hired on or after August 1, 1986, shall become the sole salary schedule for teachers in the Early Education Department. The salary schedules for teachers hired before August 1, 1986, shall be eliminated. Teachers formerly on the Pre-August 1, 1986 salary schedule will be placed on the Post August 1, 1986 Early Education Department salary schedule according to their years of experience and education.

11.3.1.2 Teachers currently paid on the Pre-August 1, 1986 Salary schedules shall continue step and column advancement on the Early Education Department salary schedule for teachers hired on or after August 1, 1986, according to years of experience and education. However, they will continue to be paid at the rate in effect as of June 30, 2003, until such time as the salary of the step and column on which they were placed rises to an amount higher than their salary as of June 30, 2003. Effective July 1, 2006, the bargaining unit members who remain frozen based on this paragraph shall no longer be frozen in accordance with a Side Letter, dated April 18, 2006, attached to the parties 2004-2007 Tentative Agreement.

11.3.1.3 The Union and District shall work towards creating opportunities for teachers impacted by the elimination of the Pre-August 1, 1986 salary schedule, to move into other positions that enable said teachers to increase their earnings beyond July 1, 2003.

11.4.2 **Children-Centers Early Education Schools Hourly Substitutes**

11.4.2.1 Effective July 1, 2006, the Children's Center Hourly Substitute rates have been restructured as set forth in schedule Appendix B12. Each year substitutes shall begin with the 1-90 day rate of pay, provided that upon reaching 91 days the first ninety days become retroactively paid at the "91 or more" rate of pay.

11.5 through 11.13.6 – No Change

11.13.7 An Early Education Department lead teacher serving in place of a Site Manager/Principal shall be compensated as follows:

~~11.13.7.1 In a day to day assignment for an absent Site Manager, \$15.00 per day;~~
~~or~~

~~11.13.7.21 Effective July 1, 2006, a A differential of seven percent (7%) of Classification IV, Rating 10-9 of the Full-Time Early Education Department salary schedule for Undergraduate plus 60 – 90 units.~~

~~11.13.7.31.1 Effective July 1, 2006, substitute Back-up lead teachers shall be paid a stipend of \$20.00 for each day that there are three or more hours when either the site manager or and Lead Teacher is absent due to illness, vacation, or other approved leave.~~

~~11.13.7.4 In a Parent Cooperative Children's Center, the District may utilize two (2) lead teachers in lieu of a Site Manager and one (1) substitute lead teacher; if the District utilizes the said alternative, both lead teachers shall be compensated under the provisions of Sections 11.13.7.2 above.~~

11.13.8 through 11.16.8 – No Change

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

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

11.16.9.2 Bargaining unit members not already receiving pay in this manner may provide the requisite information to the Payroll Department to enable implementation of payment by direct deposit.

11.16.9.3 Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through alternative electronic means (such as a "pay card"). Unit members shall be entitled to make at least one free withdrawal from the designated financial institution each time a deposit is made by the District to the pay card. A list of pay card recipients shall be provided to the Union within thirty (30) days of the implementation of this program.

11.16.9.4 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.

11.16.9.4.1 All bargaining unit members shall have access to a District computer and printer during non-duty time within normal business hours at the work site or alternate District locations for the purpose of verifying salary deposits, viewing itemized wage statements (“pay stub”) and printing hard copies thereof.

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

11.16.9.6 The District will provide training regarding implementation of the electronic payroll system to any bargaining unit member on request. The parties will meet and consult over the implementation of this program through the CAC.

11.16.9.7 The electronic payroll system is intended to be implemented not later than January 1, 2013. The District will notify and consult with the Union through the CAC if there is a change in this timeline.

11.16.9.8 Any cost savings expected to result from the implementation of section 11.16.9 and subsequent subsections shall count toward any total reduction in bargaining unit member expenses sought by the District.

11.17 No Change

12. Fringe Benefits

No Change

13. Liability Insurance

No Change

14. Health and Safety

No Change

15. Staffing and Assignment. through 15.2.4 – No Change

15.3 Staffing procedure

15.3.1 All tenure-track teachers are eligible to participate in the staffing procedure with all completed transfers subject to approval by the Chief Administrative Officer. Approval or denial of the principal’s recommendation shall not be made arbitrarily.

15.3.2 Vacancies shall be posted on the District website. These vacancies shall be posted for no less than ten (10) days, not including Spring Break or holidays. Up until fifteen (15) days before the first teacher work day, these vacancies shall be posted for no fewer than seven (7) calendar days not including Spring Break or holidays. The first day of posting shall commence not later than 12:00 noon.

15.3.3 **Regular staffing cycle** — Normally a transfer shall take effect at the beginning of a school year.

15.3.3.1 Internal preference period

15.3.3.1.1 Posting – At least twenty (20) days before April 15th, the District will post all known vacancies. All appropriately credentialed internal teacher candidates, (consolidated teachers, RFLs and voluntary transfer applicants) may interview for these vacancies. Vacancies shall be open only to internal candidates during this time.

15.3.3.1.2 Interview process — Interviews begin on the date of posting and continue for fifteen (15) at least seven (7) calendar days, not including Spring Break or holidays. All applicants shall

be granted an interview. In the event that an RFL is physically unable to participate in a face to face interview, a telephone interview(s) may be substituted. The first day of posting shall commence not later than 12:00 noon. Human Resources, in consultation with the Union, shall post and make available to all applicants the interview process and protocol. At least five (5) qualified applicants selected by the principal shall be interviewed for vacancies (unless there are fewer than five (5) applicants, in which case all applicants shall be interviewed). Applicants shall be notified whether they have been selected to be interviewed as soon as practicable and prior to the position being filled. Beginning with staffing for the 2013-2014 school year, applicants shall be notified during but not later than the conclusion of the interview process, whether they have been selected to be interviewed.

- 15.3.3.2 **Notice** — Applicants shall be accepted or denied by April 15th. Each applicant shall be notified in writing of acceptance or denial no later than May 1st.
- 15.3.3.3 The above timelines reflect the parties' intent to provide an internal preference for voluntary transfer applicants to the extent possible under Education Code Section 35036(b). Posting known vacancies earlier than in the past may result in a smaller number of such postings than before. As postings occur later in the preference period, it may become progressively less feasible to select voluntary transfer applicants by April 15th. This paragraph does not apply to consolidated teachers or Group A RFLs.
- 15.3.3.4 **Open hiring period**
- 15.3.3.4.1 Upon completion of the internal preference period, the District will post all known vacancies. All appropriately credentialed teachers may interview for these vacancies. Vacancies shall be open to both internal (consolidated teachers, RFLs and voluntary transfer applicants) and external candidates. Unplaced consolidated teachers and RFLs shall continue to have priority over other candidates as provided in Section 15.2.3.
- 15.3.3.4.2 **Notice** — Each internal applicant shall be notified in writing of acceptance or denial no later than June 1st.
- 15.3.4 **Transfer out of regular cycle** — ~~In the event a vacancy~~ Vacancies occurring outside the regular staffing cycle, ~~such vacancy shall be posted for a ten (10) seven (7) calendar days. day period. Appropriately credentialed applicants shall be interviewed. The notice of acceptance or denial shall normally take place within ten (10) days of the close of posting.~~ At least five (5) qualified applicants selected by the principal shall be interviewed for vacancies (unless there are fewer than five (5) applicants, in which case all applicants shall be interviewed). Applicants shall be notified whether they have been selected to be interviewed as soon as practicable and prior to the position being filled. Beginning with staffing for the 2013-2014 school year, applicants shall be notified during but not later than the conclusion of the interview process whether they have been selected to be interviewed. The notice of acceptance or denial shall normally take place within ten (10) days of the close of posting.
- 15.3.5 The principal shall interview and recommend for transfer from among those teachers who interview. The principal of a secondary school will normally involve the department head

or department representative in the interview and recommendation process. Teachers from the Union Building Committee of a school will normally also be involved.

- 15.3.6 **Criteria for voluntary transfer** — The following criteria, in the order listed, shall be used in determining the approval or denial of unit member voluntary transfers, and shall be used in the interview process to determine the principal's recommendation.
- 15.3.6.1 The program and operational needs of the District. However, the District will not deny a transfer request for this reason to a teacher who has served in a program more than three (3) consecutive years.
- 15.3.6.2 To provide the unit member an opportunity to be evaluated in a different environment.
- 15.3.6.3 The qualifications, including the experience and recent training, of the teacher compared to those of other candidates for the position to be filled.
- 15.3.6.4 In the event that the above criteria appear equal, the transfer decision shall be based upon District-wide seniority.
- 15.3.7 A teacher whose voluntary transfer request has been denied may request in writing and shall receive written reasons for the denial.
- 15.4 **Early Education Department** — A Early Education Department teacher transferring to the K-12 program may proceed according to the provisions of Section 27.14.

15.5 through 15.6 – No Change

15.7 **Hard-to-Staff Schools and Hard-to-Fill Subjects/Positions**

15.7.1 The Superintendent may designate up to 25 schools as Hard-to-Staff sites. The selection of the Hard-to-Staff Schools shall be completed by March 1 for the following school year in accordance with the Proposition A MOU.

15.7.2 The selection of the Hard-to-Fill subjects shall be completed by March 1 for the following school year in accordance with the Proposition A MOU.

- ~~➤ All vacancies at those designated schools shall be posted and filled as they occur.~~
- ~~➤ All qualified certificated staff shall be eligible to apply and shall be granted an interview.~~
- ~~➤ Postings shall be updated, at a minimum, during the weeks of the 1st and 15th of each month and shall be open for 10 days. Staff seeking voluntary transfers shall be granted an interview.~~
- ~~➤ Vacancies may be filled by new hires after 10 days.~~

15.8 **Hard-to-Staff Schools and Hard-to-Fill Subjects/Positions – Staffing Process**

- ~~➤ The selection of the Hard to Fill subjects shall be completed by March 1 for the following school year in accordance with the Proposition A MOU.~~

15.8.1 All vacancies for positions at hard-to-staff schools and hard-to-fill the designated subject areas shall be posted and filled as they occur.

15.8.2 All qualified certificated staff shall be eligible to apply and ~~shall be granted an interview~~ may be interviewed in accordance with 15.3.3.1.2. Applicants shall be notified whether they have been selected to be interviewed as soon as practicable and prior to the position being filled. Beginning with staffing for the 2013-2014 school year, applicants shall be notified during but not later than the conclusion of the interview process, whether they have been selected to be interviewed.

15.8.3 Postings shall be updated, at a minimum, during the weeks of the 1st and 15th of each month and shall be open ~~for 10 days~~ for the period(s) designated in 15.3.2. Staff seeking voluntary transfers ~~shall be granted an~~ may be interviewed in accordance with 15.3.3.1.2.

15.8.4 Vacancies may be filled by new hires ~~after 10 days~~ in accordance with 15.3.2.

15.9 through 15.2 – No Change

16. Evaluation

No Change

17. Personnel Files

No Change

18. Professional Development

No Change

19. Grievance Procedure

No Change

20. Due Process for Complaints

No Change

21. Restructuring

No Change

22. Student Discipline

22.1 Student discipline

22.1.1 A safe and orderly learning environment is a major priority of the parties. Such an environment requires that disruptive behavior be dealt with safely, fairly, and consistently, and in a manner that incorporates progressive disciplinary measures to the extent required by law.

22.2 District support and assistance

22.2.1 In order to ensure an educational environment that promotes learning, the classroom teacher shall be provided all reasonable support from the District in maintaining classroom discipline. The District shall take all reasonable action to provide professional support services to assist teachers with respect to each pupil.

22.2.2 The Union and the District shall jointly develop the following:

22.2.2.1 A supplement to the SFUSD Student Parent/Guardian Handbook for the elementary schools;

22.2.2.2 A supplement to the SFUSD Student Parent/Guardian Handbook for the Early Education Department; and

22.2.2.3 A written process, which shall be included in this agreement, for the distribution and utilization of the SFUSD Student Parent/Guardian Handbook and appropriate supplements.

22.2.3 Within the first ~~six~~ four weeks of each school year, all school sites will review student discipline policies and procedures. Said presentation shall also include (a) information regarding teacher rights and responsibilities relative to student discipline; (b) a review and update on the use student behavior plans in the classroom; and (c) the principles and practices of restorative practices as will be applied for the current school year at each

~~individual school site, as well as an update on all changes affecting student discipline, especially in the area of Special Education.~~

22.2.4 Each school or site shall develop intervention alternatives to complement the District's Student-Parent/Guardian Handbook.

22.2.5 A teacher may recommend to the principal or the principal's designee corrective action for a pupil less than suspension. If the principal or principal's designee chooses not to implement the teacher's recommendation, the teacher and site administration may discuss the steps taken and the relationship of those actions to the principles of restorative practices, if applicable.

22.3 through 22.3.8 – No Change

~~22.4 With respect to Sections 22.1 and 22.2 above only those aspects of student discipline that directly relate to the teacher's safety may be subject to the provisions of Article 19, Due Process For Complaints, however, this shall not be construed to be a waiver of the teacher's right to pursue a remedy under applicable administrative regulations and/or District policies, and/or laws. In addition to a suspension imposed by the teacher as provided in section 22.3 above, the District may impose further penalty, up to and including expulsion, as warranted by the circumstances. Such penalty may be reasonably related to the seriousness of the offense and the pupil's past record.~~

22.5 A teacher may use reasonable force to protect himself/herself or others from attack or injury, or to quell a disturbance which threatens physical injury to a teacher or others. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of teachers or others.

22.6 The District shall give direct legal and other related assistance in accordance with applicable law for any attack, assault or menace upon the teacher while acting in the discharge of his/her duties.

22.7 Informing Bargaining Unit Member

22.7.1 A bargaining unit member who is assigned a student known to have a documented history of behavior described in section 22.3.2, shall be informed by the Site Administrator of the nature of the problem. The bargaining unit member shall keep this information confidential, take reasonable steps to understand the nature of the student's behavior and work with the student in a professional manner.

22.8 In accordance with Education Code section 49001, a teacher may use an amount of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil.

22.9 A teacher has the right to receive prompt assistance from the administration, upon request, when a student becomes a disruption in the classroom and/or threatens the safety of the teacher or others.

23. Mentor Teacher Program

No Change

24. Pre-Retirement/Early Retirement Program

No Change

25. Union Building Committee

No Change

26. Living Contract Committee

No Change

27. Early Education Department

- 27.1 ~~The District and Union share the goal of building a program that offers a full range of educational experiences to the children in the Early Education Department. The current structure of the program makes it difficult to provide the best services for children and the best professional responsibilities for teachers and paraprofessionals. The District and Union shall work to develop possible modifications to the structure of the Child Development within the historic fiscal limitations of the Early Education Department's funding mechanisms. The District and the Union agree that the Early Education Department makes a valuable contribution to the District's educational program and to the needs of the San Francisco community and recognize these programs as integral parts of the District.~~
- 27.1.1 The District and Union share the goal of building a program that offers a full range of educational experiences to the children in the Early Education school sites. It is the parties' intent to improve the program for students.
- 27.1.4~~2~~ The parties shall also work together to ~~change the funding mechanisms to provide~~ obtain additional revenue.
- ~~27.2 The District and the Union agree that the Early Education Department makes a valuable contribution to the District's educational program and to the needs of the San Francisco community and recognize these programs as integral parts of the District. However, the parties recognize that in bargaining Article 27, Early Education Department, the Union and the District were severely limited by the elimination of the permissive tax levy for this program and that the subsequent under funding of this program by the State has necessitated change and may continue to do so.~~
- 27.3~~2~~ Full-time (1.0 FTE) Early Education Department teachers shall be assigned to a 218 191 day work calendar, at 5 3/4 7.5 hours/day for full time and 3 1/4 hours/day for part time not including a duty-free lunch. Two of the 191 days (or 15 hours) shall be designated for professional development. Two and one-half (2.5) hours per week (out of the total 37.5 work hours per week) shall be utilized for planning time.
- 27.3~~2~~.1 ~~During the course of this contract, the Union and the District may mutually develop and implement a pilot program utilizing a different staffing configuration than established in section 27.3. On a school year basis only, teachers shall be assigned to a specific age group and a consistent daily schedule.~~
- 27.4~~3~~ Each Center school shall be staffed ~~through the calendar year with regular full time and part-time teachers to meet the ratios established in Section 9.5.6 of this contract by the California Department of Education and/or Community Care Licensing.~~
- 27.5~~4~~ Scheduling of non-service days for part-time school-age teachers shall take place at each center. These teachers shall have the right to schedule non-service days at intervals or in a continuous block of time. If conflicts in scheduling non-service days at a center remain unresolved by May 1st, they shall be resolved by the Program Director and site manager in consultation with the teacher(s) involved. The teacher has the right to have a Union representative present at this conference and shall provide reasonable prior notice to the site manager of said representation.
- 27.5 Pre-K EED teachers shall be given priority for summer Pre-K Program positions. School-age

EED Summer Pre-K compensation shall be reflected in salary schedule B12.

<u>Priority Order for Pre-K Summer Program</u>
<u>Pre-K EED teacher currently working at summer program site</u>
<u>Pre-K EED teacher not working at summer program site</u>
<u>Part-time school-age teacher currently working at summer program site</u>
<u>Part-time school-age teacher not working at summer program site</u>

27.6 Any Pre-K teacher who applies for EED summer work and is not selected shall have priority status for EED summer substitute work.

27.67 Part-time School-age teachers

27.67.1 Part-time school-age teachers serving in the positions 3 1/4 hours (.5652 FTE) or longer positions shall be covered by all fringe benefits provided other teachers. Part-time school-age teachers shall be assigned to a 218 day calendar. The minimum work day is 3 1/4 hours.

27.67.2 Part-time school school-age teachers shall have priority for full-time positions (see priority table in section 27.5) that become available in the Early Education Department. This section is not intended to restrict the rights of currently employed full-time teachers to exercise their transfer rights under Article 15, Staffing and Assignment.

27.7.3 Part-time school-age teachers shall be paid at their per diem rate for summer school work.

27.6.4 Teachers holding two part-time positions

27.6.4.1 The District shall establish a goal to identify a total of sixteen (16) part time positions that can be combined into eight (8) full time positions of 1.14 each. The rights and benefits of the teachers filling these positions shall not exceed those of a teacher working a FTE of 1.0. Tenure track part time teachers may apply for these positions.

27.6.4.2 Selection for the second part time position shall be based on current personnel practice as established in Article 15 Staffing and Assignment.

27.6.4.3 Teachers serving in a second part time position shall be paid according to salary schedules listed in Appendix B for said position and at his/her regular step placement.

27.6.4.4 The establishment of these positions shall not be used to reduce the number of full time positions.

27.78 Compensatory time

27.78.1 Teachers assigned to the Early Education Department shall remain on duty at the end of their work day until children in their charge have been taken over released to by their families, by another teacher, or by a responsible authority. Compensatory time shall be provided teachers for time spent beyond the workday necessitated by late parental pickup of children. The teacher and the site manager/principal mutually shall mutually agree as to the dates and hours that compensatory time is to be taken. Within the first twenty (20) work days of the work year, Ssite Mmanagers/principals shall meet with the designated UESF

building representative and/or UBC to establish a plan to schedule compensatory time for members who accumulate such time during that year.

27.78.2 Part-time teachers shall be provided compensatory time in accordance with Section 27.78.1, when necessary, in order to permit attendance at faculty meetings.

27.89 Site office telephones shall be accessible to teachers for school related purposes at all times that teachers are required to be on site.

27.910 ~~Any No~~ regular TK-12 teacher ~~who is~~ shall be involuntarily transferred into the Early Education Department. ~~shall work the same calendar as the K-12 teachers of the District.~~

27.1011 ~~During the term of this agreement no currently employed Child Development teacher shall be involuntarily transferred from the Early Education Department for economic reasons.~~ No regular Early Education Department teachers shall be involuntarily transferred into the TK-12 program.

27.11.12 **Substitute hours**

27.11.12.1 The District shall make every good faith effort to provide substitutes for all absent teachers.

27.11.12.2 A lead teacher, or ~~substitute~~ back-up lead teacher, substituting for an absent Site Manager/principal will be provided with a part-time substitute upon request by the lead teacher when the lead teacher or substitute lead teacher deems it necessary. The Union and the District shall mutually agree within the first four weeks of the school year on what situations would require a substitute.

~~27.11.3 A lead teacher and a substitute lead teacher who substitute for a Site Manager shall be designated annually for each site and selected according to the process defined in Section 27.12 below and paid pursuant to Section 11.13.7.~~

27.11.12.43 **Additional hours to fill absences or temporary vacancies — part-time school-age and full-time teachers**

27.11.12.43.1 ~~On September 1st, February 1st, and June 1st, of each year~~ At the beginning of the academic year, site managers/principals shall conduct a survey of staff to determine interest in filling absences or temporary vacancies; ~~a poll among all part time and full-time teachers as to each teacher's interest in working substitute hours (those hours for which no substitute teacher has been centrally assigned for an absent teacher). Teachers who are interested in working additional hours shall submit a written statement to their site manager.~~

27.11.12.43.2 ~~The site manager shall post a list showing the names and job status (part time or full-time) of teachers interested in working additional temporary hours. The roster of site staff shall be posted at each site within 20 days of the start of school.~~

27.11.12.43.3 As such hours become available, the site manager/principal shall normally offer the work to part-time school-age teachers on the list on a rotating basis ~~prior to offering the work to full-time teachers.~~ Part-time school-age teachers declining an offer to work shall be placed at the bottom of the rotation list.

27.11.5 ~~Augmented hours — Part-time teachers~~

27.11.5.1 ~~Part time teachers regularly assigned to an age group in which augmented hours (hours of additional teacher service needed because of increased school age attendance) are needed, shall have the first right of refusal for those hours. Augmented hours are those hours that are regularly assigned during the following periods: parent/teacher conferences weeks; winter recess; spring recess and the time~~

~~between the end of one instructional year and the beginning of another. Augmented hours, performed by pre-kindergarten, full-time and school-age teachers shall be paid at the summer school rate as reflected in Schedule B12 (\$35.35 for the 2004-2005 school year), up to a total of eight (8) assigned hours.~~

~~27.11.5.2 — If the regularly assigned teacher, as defined in Section 27.11.5.1 above, declines said augmented hours, those hours shall be offered to other part-time teachers assigned to the site in order of District seniority.~~

~~27.11.5.3 — Interviews for vacancies shall occur in the following order:~~

~~27.11.5.3.1 — First, teachers on site and other bargaining unit members;~~

~~27.11.5.3.2 — Second, individual applicants who are not district employees. In the case of a position that remains vacant, the Union and the District agree that every effort will be made to fill that position with a substitute teacher currently working or experienced with students of the age group of the available hours position.~~

~~27.11.5.3.3 — In the case of a vacant position, the Union and the District agree that every effort will be made to fill that position with a substitute teacher currently working or experienced with students of the age group of the available hours position.~~

27.413 Extended Hours

27.413.1 The extended hours rate (Schedule B12) shall be paid for parent/teacher conference weeks, winter and spring recess, and early release days for school-age students. The classroom teacher shall have priority to work these extended hours in his/her class.

27.4214 Lead teacher

27.4214.1 A lead teacher and back-up lead teacher (or teacher-in-charge) who substitute for a site administrator shall be designated annually for each site and selected according to the process defined below and paid pursuant to Section 11.13.7.

27.4214.2 This procedure is to be used at all sites. All Lead teachers and ~~substitute~~ back-up lead teachers (or teachers-in-charge) shall earn the differential pursuant to Article 11.13.

27.4214.3 No later than April 15th, of each school year, site manager/principal ~~are~~ is to notify each teacher of the open lead teacher and substitute lead teacher position(s) and make the job qualifications, job description and list of responsibilities available to the eligible teachers ~~the job qualifications, job description and list of responsibilities.~~

27.4214.4 Interested eligible teachers shall submit a statement to the site manager/principal indicating their desire to be considered for a position.

27.4214.5 The site manager/principal will meet with each teacher who submitted a statement of interest to discuss the position and the teacher's qualifications, and to answer any questions.

27.4214.5 The site manager/principal will then make a selection and notify all interested teachers.

27.4315 Winter Recess — The Union and District agree that the Early Education Department may provide reduced student service locations during the ~~W~~winter ~~R~~ecess ~~P~~period. ~~The following conditions will apply:~~

~~27.13.1 — Work will be guaranteed for each teacher who wishes to work.~~

~~27.13.2 — The hours available will be the same as the teacher's regularly assigned hours including multiple job assignments or split shifts.~~

~~27.13.3 — Staff who wish to work shall have priority to be assigned first to their usual site, if that site is open.~~

- ~~27.13.4 — The District shall honor the request of teachers not to work the Winter Recess.~~
- ~~27.13.5 — Additional hours needed to staff open centers will be offered first to existing staff prior to notification to the substitute office within existing restraints of work regulations.~~
- ~~27.14 — During the term of this Agreement, all teachers now employed in the Early Education Department who presently hold K-12 credentials will be guaranteed a K-5 teaching position; if the teacher prefers, and is qualified and credentialed to do so, he/she will be guaranteed a 6-12 teaching position.~~
- ~~27.14.1 — Said teachers pursuant to the guarantees of this article need only file a transfer request.~~
- ~~27.14.2 — Said teachers shall have the right to indicate preference from a list of available positions.~~
- ~~27.14.3 — The District agrees to give said teachers priority placement. Placement shall be made by the Chief Administrative Officer from among available positions on the basis of program needs, preference of unit members and supervisors, qualifications and credentials. If two or more unit members desire the same position and are judged equal for it, placement shall be made on the basis of District seniority.~~
- ~~27.14.4 — A teacher who is not granted his/her placement request, shall be given reasons in writing, upon request.~~
- ~~27.14.5 — The District and the Union shall establish a joint committee to facilitate the transfer of Early Education Department teachers who hold appropriate certification to K-12 vacancies, and to monitor the progress of said possible transfers.~~
- ~~27.14.6 — If during the term of this contract the District expands the pre-kindergarten program, said teaching positions shall be first reserved for Early Education Department teachers holding a K-12 teaching credential and second for former Early Education Department teachers who had previously transferred to a K-12 assignment.~~
- ~~27.14.7 — During the term of this Agreement the District shall establish a program of at least two (2) college training classes, offered outside the teachers' workday, designed to provide up-to-date knowledge of K-12 curriculum and teaching skills to Early Education Department teachers who hold a K-12 certification.~~
- ~~27.14.8 — Upon completion of at least two (2) such classes, Early Education Department teachers voluntarily transferring into a K-12 vacancy shall receive a \$2,000.00 off the salary schedule bonus if the transfer takes place in the school year immediately following completion of said college classes. If the transfer does not take place until the second school year following completion, the bonus shall be \$1,000.00. Thereafter, there shall be no incentive payments.~~
- ~~27.14.9 — During this first year of K-12 service, a transferring Early Education Department teacher shall be provided with the assistance of a mentor or a teacher on a post-retirement consultancy.~~
- ~~27.15 — On a school year basis only, teachers shall be assigned to a specific age group and, whenever possible, to a consistent daily schedule.~~

27.14 Medication

27.14.1 — No unit member, except credentialed school nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.

~~27.16 — In accordance with Article 31.4, no CDP teacher shall be required to administer medication or provide other medical services, except as noted below.~~

~~27.16.1~~ No teachers shall be required to administer asthma medication unless the District has provided appropriate training by a qualified trainer.

~~27.14.1.1~~ The District shall assume liability related to administration of medication by all unit members to the extent required by law. The District shall indemnify and hold harmless, in accordance with applicable Government Code sections, any unit member who performs health care services.

~~27.4715~~ **Compliance-Home Visits**

~~27.4715.1~~ Home visits, ~~when required by either Community Care Licensing, state or federal mandates~~ shall only be performed under the following circumstances:

~~27.4715.1.1~~ Unit member shall receive a stipend of \$40 for each home visit performed outside the unit member's regularly scheduled work hours.

~~27.4715.1.2~~ Mileage reimbursement at the current Internal Revenue Code rate shall be paid to unit members.

~~27.4715.1.3~~ A CDP unit member may request accompaniment by another authorized individual for a home visit. The ~~CDP site manager or CDP~~ central office shall make every effort to fulfill this request. In the event that another authorized individual is not available, then the home visit shall be rescheduled to a time when the second authorized individual is available. If the second authorized individual is a unit member, that individual shall also receive the \$40 home visit stipend.

~~27.4715.2~~ Effective with the ratification of the agreement, CDP staff shall be notified of state or federal requirements for home visit prior to any regulatory requirement to perform them.

~~27.17.3~~ Unit member shall have consolidation rights for their 2007-2008 assignment if the unit member does not wish to perform home visits.

~~27.4715.43~~ The District shall assume all liability related to home visits by all unit members to the extent required by law.

~~27.47.515.4~~ Personnel records that are required by Community Care Licensing for licensing purposes, shall be maintained securely and locked at the CDP EED site and only be made available for compliance review purposes. These files shall only contain records required by Community Care Licensing. They shall exclude job ratings and evaluations and shall not constitute a waiver of any rights related to a unit member's personnel file established in the Education Code.

~~27.16~~ EED shall report to the Union on a monthly basis student enrollment, number of classes, and number of EED schools.

28. Day-to-Day Substitute Teachers

No Change

29. Promotional Opportunities for Substitute Teachers

No Change

30. Disciplinary Action

No Change

31. Special Education

31.1 It is the intent of the San Francisco Unified School District to continue seeking the assistance and cooperation of the Union in working together to meet the diverse and unique needs of the District's special education population and to

comply with Federal/State laws and regulations.

31.2 The San Francisco Unified School District recognizes the necessity of timeliness in addressing the essential learning needs and conditions of the children which should be the basis for all of our combined efforts. Therefore, it is the intent of ~~the San Francisco Unified School District~~ the Special Education Department to continue a joint advisory, planning and review process for the implementation of the full continuum District's local Master Plan for of Special Education services, including but not limited to the following areas:

- Identification/Assessment Services
- Support Services
- General Education Alternatives for Students with Behavior Challenges
- Individual Education Program
- Implementation of standards based instruction for students with disabilities
- Vocational Education
- Bilingual/Special Education
- ~~Designated Instructional Services~~ Related Services
- Resource Specialist Program
- Special Day Classes
- ~~Inclusion Programs~~ Inclusive Practices
- Paraprofessionals
- Special Education Department Heads
- Improved Articulation and Cooperation Between General Education and Special Education Teachers

31.3 **Community Advisory Committee (CAC)** — Regularly assigned teachers appointed to the Community Advisory Committee shall be provided released time to attend CAC meetings that may be held during the teacher's instructional time. If CAC meetings occur outside the 35 hour work week, the teacher shall be paid at the extended hourly rate.

31.4 **Medical services** — No teachers, except qualified public health nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.

31.5 **Laws, rules, and regulations** — The District shall provide to up-to-date versions of any and all laws, rules, regulations and District policies and procedures related to the implementation of Individuals with Disabilities in Education Act (IDEA). All school sites shall have access via a website or a lending library maintained by the Special Education Department to the most recently published copy of the "California Special Education Programs: A Composite of Laws" or may purchase their own site copy with their Special Education Weighted Student Formula (WSF) funds that are allocated to each site. Special Education content specialists shall be provided a copy of this publication.

31.6 Regularly assigned teachers who are members of an Individual Education Plan (IEP) or Individualized Family Services Plan (IFSP) development or review team shall be provided released time to attend such meetings that may be held during the teacher's instructional time. The IFSP is applicable for students from birth to age 3.

31.7 ~~A regularly assigned teacher shall have the right to: (These provisions continue to apply to all special education and general education teachers who have special education students assigned to them, including "inclusion" students.)~~ All special education and general education teachers shall have the right to :

31.7.1 refer a student in his/her class for possible assessment, thereby initiating the process to determine if the student is an individual with exceptional needs (IWEN); eligible for special education services and receive timely acknowledgement of this referral; and

31.7.2 receive notification of intended placement and access to a copy of the IEP or IFSP (as provided

by Education Code) of an IWEN a student receiving special education services as soon as it becomes available, including any information regarding related services, medical alerts, transportation needs, behavior or safety plan, and any other pertinent records before the student is assigned to the teacher's classroom; and

~~31.7.3 request review the IEP or IFSP of an IWEN assigned to his/her class be reviewed for possible modification with any relevant specialists before the student is assigned to the teacher's classroom; and~~

~~31.7.4 receive acknowledgement of the referral requested under Sections 31.7.1 or 31.7.3 and have the referral procedure as established by the District initiated within a reasonable period of time have access to regular consultation and support from special education staff in order to ensure implementation of the IEP or IFSP; and~~

~~31.7.5 receive prompt assistance from the administration upon request, when an IWEN becomes a disruption in the classroom and/or threatens the safety of the teacher or others, request the IEP or IFSP of a student assigned to his/her class to be reviewed for possible modification; and~~

~~31.7.6 exercise, as permitted by law, the same degree of physical control over a student that a parent would be legally privileged to exercise and said exercise shall be consistent with appropriate non-aversive practices; the behavioral support plan shall accompany the IEP; and special education and general education teachers receiving IWEN students shall have reasonable access to training to support implementation of the behavior support plan; and~~

~~31.7.7 receive hours of employment consistent with Article 7, Days and Hours of Employment for K-12 Teachers.~~

31.8. ~~Inclusion programs~~ Inclusive Practices

~~31.8.1 An Inclusion student is an IWEN who may be eligible for placement in a special day class assigned to an age appropriate general education classroom for the same number of instructional minutes as his/her peers. The successful initiation and implementation of inclusive practices in the least restrictive environment require cooperation, planning, preparation, and training of teachers and support staff. Therefore, the design and implementation of inclusive practices for individual students at specific schools or sites shall be determined through the IEP or IFSP process. The District's Special Education Department and the Union shall consult to develop the professional development necessary to ensure the students are offered the full continuum of services as determined by their IEPs or IFSPs in the least restrictive environment.~~

~~31.8.2 The Union and the District agree that the successful initiation and implementation of Inclusion Programs require cooperation, planning, preparation, and training of teachers and support staffs. Therefore, Inclusion Programs at specific schools or sites shall be initiated through the IEP process. It is the intent of the Special Education Department to provide training and support as needed. All school sites will strive to establish inclusive practices in support of students with IEPs or IFSPs in least restrictive environment. Coordinated support efforts shall be overseen by the site administrator, the content specialist, the general and special education teacher (s), the paraprofessionals assigned to support the classroom or individual student(s) and other pertinent team members as specified in the student's IEP or IFSP.~~

~~31.8.3 Except in unusual circumstances, a school or site initiating an Inclusion Program shall establish an Inclusion Planning Team consisting of at least the Inclusion Support Teacher, the general education teacher(s) receiving identified inclusion student(s) and the administrator.~~

~~31.8.4~~ 3 ~~The parties recognize that the successful placement of an Inclusion student of inclusive practices in meeting the needs of individual students receiving special education services within a general education setting incorporates such components as: advanced notice; consultation, as appropriate; review of IEP or IFSP documents; consideration of classroom environment(s); necessary additional training; and provisions for appropriate support services.~~

31.8.5 The implementation of ~~an Inclusion Program~~ inclusive practices shall not be utilized as a way to achieve a reduction in staff.

31.8.6 There shall be an Inclusion Support Team ~~shall~~ consisting of, but not limited to, the Inclusion Support Teacher Resource Specialist, general education teacher, the paraprofessionals assigned to the teachers, and paraprofessionals assigned as additional classroom support as specified in the student's IEP or IFSP. ~~the paraprofessionals assigned to the support teacher and paraprofessionals assigned to additional classroom support as specified in the student's IEP. The case load assigned to the Inclusion Support Team shall not exceed the class sizes specified in Section 9.5.7 of the Contract.~~

31.9 Resource Specialists

31.9.1 Resource Specialists shall be entitled to the following:

31.9.1.1 the assignment of one (1) instructional aide; ~~and~~

31.9.1.2 not to be ~~simultaneously~~ assigned to serve as resource specialists and to teach regular general education classes at the same time, ~~if funded solely by Special Education; and Blended classes, including general education and special education, may be assigned, with the mutual agreement of the teacher and administration, based on appropriate credentials and program need; and~~

31.9.1.3 prior consideration shall be given to qualified current special education teachers when selecting resource specialists.

31.9.1.4 The case load assigned to the Resource Specialist shall not exceed the case load specified in section 9.5.7 of the Contract.

31.9.2 ~~At such time the case load of a resource specialist reaches eighteen (18) identified students, the District will initiate review and monitoring of the caseload for possible creation of a full time single assignment resource specialist position at the school. Review and monitoring shall include, but not be limited to, past caseload histories, projected growth, and when, within the school year, the caseload changes. The District will monitor the caseloads for possible creation of a full time equivalent resource specialist position at the school throughout the school year. A case load of 18 will automatically trigger monitoring. Review and monitoring shall include, but not be limited to, past caseload histories, projected growth, and when, within the school year, the caseload changes.~~

31.9.3 ~~In the event that an~~ If an itinerant resource specialist position requires a change in the school assignment or additional schools assigned, the reassignment provision of Article 15, Staffing ~~A~~ and Assignment, shall apply.

31.10 When two (2) or more current special education teachers have relatively equal qualifications, the provisions of section 15.9, Reassignment shall apply. ~~the District may apply other considerations, such as seniority, affirmative action, experience, bilingual and special skills, when selecting resource specialists.~~

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

31.12 **Special Education committee** — In an effort to ~~improve~~ enhance communication and collaborative problem solving, the District and the Union shall ~~establish~~ continue a the Special Education Committee of teachers representing a cross-section of general education and special education programs and levels to meet with District representatives on a monthly basis. Agenda items shall be provided by both sides no later than three (3) days prior to the meeting.

Special Education Contract References

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

- A. A duty-free lunch period and preparation time as provided in Article 7, Days and Hours of Employment for K-12 Teachers.
- B. Transfer rights as provided in Article 15, Staffing and Assignment.
- C. Class size as provided in Article 9, Class Size.

32. Bilingual Education

No Change

33. Counselors, Deans, Head Counselors

No Change

34. Department Heads

- 34.1 ~~Department Heads for high school subject areas in which there are at least five (5) full time equivalent classroom teachers (twenty five [25] teaching periods per day) shall have one (1) teaching period per day for performing assigned Department Head duties. Any high school that has a department with at least five (5) full time equivalent classroom teachers (25 teaching periods per day) in a subject area shall have a Department Head who shall have one (1) teaching period per day for performing assigned Department Head duties.~~
- 34.2 A Department Head in a High School shall be paid a differential in addition to the salary he or she receives as a teacher. This differential shall be five percent (5%) of the salary specified for classification III, rating 12. (See Appendix B)
- 34.3 Department Heads shall work five (5) days in addition to the teachers' calendar.
- 34.4 Department Heads shall be notified no later than ~~one hundred twenty (120) days prior to the end of March 15 of the year in which~~ his or her individual contract ends that they may not be continued as Department Heads.
~~Department Heads shall be notified of their employment status no later than fifteen (15) days prior to the expiration date of their last day of appointment.~~
- 34.5 The principal shall consider the recommendation(s) of the department in the selection of the Department Head or chairperson. The position of department head or chairperson ~~shall~~ may be reviewed at least every four years. The department shall be given prior notice of the review and shall have the opportunity to make recommendations to the principal regarding the staffing and function of the position, ~~and with due regard to affirmative action goals.~~

35. Librarians (Library Media Teachers)

No Change

36. Home Bound, Hospital/Agency and Special Assignment Teachers

No Change

37. Summer School, Saturday School, Evening School Programs, *et al.*

- 37.1 Priority consideration shall be given to qualified current teachers with satisfactory or better evaluations when selecting teachers for these programs.
- 37.2 **Timelines for summer school teachers selection and notification:**

- 37.2.1 Current teachers shall be informed by April 1st regarding the Summer School openings known at that time. Applications for these vacancies shall be filed no later than May 1st.
- 37.2.2 Applicants for summer school employment shall be notified of their employment status in writing by June 1st.
- 37.3 The Union and District mutually agree to discuss any proposed changes in existing practices regarding timelines for notification, application, and selection of Saturday school, ~~or~~ Evening School, or Pre-K teachers.
- 37.4 Teachers shall be paid pursuant to Appendix B.
- 37.5 Teachers shall be issued supplemental pay warrants for regular service in these programs.

38. Teacher Interns

No Change

39. ~~Consent Decree~~ Contract Language Review Committee

~~Subject to compliance with the terms of the Consent Decree NAACP, et al. v San Francisco Unified School District Civil No. C 78 1445 WHO, the District and Union shall: (1) continue to honor their obligations under the collective bargaining agreement, and (2) also honor their obligations to bargain and/or consult on matters set forth in the California Educational Employment Relations Act, Government Code Section 3543.2, including the impact, if any, which compliance with said Consent Decree has on such matters. The Union and the District agree that the staffing of personnel at those schools impacted by the Consent Decree shall be in accordance with a plan developed pursuant to the Consent Decree to successfully implement the approved educational programs for the students. Only teachers who apply for positions may be selected; those selected shall be the most qualified based upon the plan and educational programs. The parties shall form a committee composed of two (2) District and two (2) Union representatives to identify obsolete language in the certificated and classified contracts for removal. Any removal of language from the contracts shall be by mutual agreement between the parties. Union representatives on the committee shall be granted release time if required without loss of compensation to attend committee meetings.~~

40. Itinerant Teachers

No Change

41. Peer Assistance and Review

41.1 There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "Program") for all eligible K-12 U.E.S.F. unit members who have classroom responsibilities. Pre-K unit members may volunteer for the PAR program in accordance with Appendix L of the contract. The Program shall have three distinct components: New Teacher Component, second year teacher assistance, and the Permanent Teacher Intervention Component. This article shall supersede Article 16, Evaluation, of the SFUSD/UESF contract for teachers participating in the PAR Program.

41.1.1 through 41.6.11 – No Change

42. Savings Clause

No Change

43. Duration

This contract shall be effective from July 1, ~~2010~~2012, through June 30, ~~2012~~2014. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the agreement.

44. Reopeners

~~The re-openers for 2008-2009 and 2009-2010 shall include salary, benefits and three (3) articles for each side, not including automatic re-openers. There shall be no reopeners during the term of this contract except as otherwise provided herein.~~

Appendix M: Stipends

The District agrees that these stipends do not set a precedent. The Union agrees that those stipends are not subject to the grievance process until negotiated. Both parties agree that these stipends shall be subject to the collective bargaining process.

Within sixty (60) calendar days following the end of the fall 2012 semester, and each semester thereafter the District shall provide the Union with a list of all stipends paid to unit members, including the stipend amount, the reason for the stipend, and the name, and site of all unit members receiving the stipend.

Afternoon Professional Development – Certificated	2 hours	At extended hours rate
Afternoon Professional Development – Certificated	2.5 hours	At extended hours rate
Full Day Saturday Professional Development Certificated/Classified	5 hours	At extended hours rate
Half Day Saturday Professional Development Certificated/Classified	3 hours	At extended hours rate
Health Advocate	27 hours per completion of required activities	\$800
Nutrition, Physical Activity Teacher Leader (NPTL)	34 hours per completion of required activities	\$1000
Health Education Teacher Leader	47 hours per completion of required activities	\$1400
HST – Health Liaison (includes \$200 stipend for Tobacco Youth Outreach Coordinator role)	27 hours per completion of required activities	\$800
HST – Lesbian, Gay, Bisexual, Transgender, Questioning Youth (LSL) Support Liaison and PAPA	20 hours per completion of required activities	\$600
HPC Health Liaison Coordinator	27 hours per completion of required activities	\$800
HPC Lesbian, Gay, Bisexual, Transgender, Questioning Youth (LSL) Support Liaison	27 hours per completion of required activities	\$800
HPC Tobacco Youth Outreach and Alcohol Youth Outreach Coordinator (Position not available at Wellness Sites)	34 hours per completion of required activities	\$1000
K-8 Lead Teacher ExCEL ASP	170 hours, per completion of required activities	\$5000
High School Lead Teachers	102 hours, per completion of required activities	\$3000
Foster Youth Services Liaison		\$200, one site - \$300, two sites
Special Education Content Specialist		\$4000
National Board Certified Teacher		\$5000
PAR Coach		\$5000
Lead PAR Coach		\$5000
PAR Panel		\$1500
CDP Home Visit		\$40

