

United Educators of San Francisco
And
San Francisco Unified School District

Tentative Agreement
Certificated

November 2014

Date: 24 Nov 2014

Time: 9:55

TENTATIVE AGREEMENT

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

7.1 Work year for teachers regularly assigned for the full year:

7.1.1 The length of the work year for all teachers shall be 181 days of service, except that department heads and deans/head counselors shall have 186 days of service.

7.1.2 **Staff Development Buy-Back Days** – Effective July 1, 2000, the length of the work year for all teachers shall be 184 days of service, except that department heads and deans/head counselors shall have 189 days of service.

7.1.2.1 The 184 day work calendar is dependent upon the funding provisions of Education Code Section 44579.1.

7.1.2.2 In the event that the current State funding level for three (3) days/year of staff development activities for classroom teachers is rescinded, the TK-12 teacher salary schedule and work year shall revert to 181 days. If said funding is reduced, the TK-12 teacher work year and salary schedule shall be modified proportionately.

7.1.3 A teacher required to do work beyond his/her service calendar shall be paid at his/her *per diem* rate of pay.

7.2 **Work day for teachers regularly assigned for the full year:**

7.2.1 The length of the teacher work day, including preparation time and time regularly required before and after school, exclusive of the duty-free lunch period, shall be based on a work week of seven (7) hours per day or thirty-five hours per five (5) day week. Teachers may work an approved schedule which includes time expended outside the assigned site. Such time approved away from the site shall be considered time worked for purposes of this article.

7.2.1.1 **The teacher instructional day within the work day shall be:**

7.2.1.1.1 five (5) periods daily for the High Schools and Middle Schools except for those schools operating with block schedules where teachers will have the equivalent of five (5) daily periods scheduled within the workweek:

7.2.1.1.2 three hundred minutes (300) for grades 4 and 5

7.2.1.1.3 two hundred eighty (280) minutes for grades TK through 3

7.2.1.1.4 TK/Kindergarten teachers will be provided the same supervision relief as accorded other elementary school teachers.

7.2.1.2 All teachers regularly assigned to a school shall be at their respective classrooms or other places of service at least fifteen (15) minutes but not more than thirty (30) minutes before the regular opening of school as communicated by the administrator. The UBC, following consultation with the faculty, may designate additional before or after school time within the workweek described above.

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7.2.1.2.1 At sites where common planning time is built into the schedule, the minimum report time referred to in Section 7.2.1.2 shall be five (5) to ten (10) minutes. Common planning time shall be used for the following types of activities: team planning, student study teams, parent conferences, curriculum development, faculty meetings and other professional activities, such as instructional coaching conferences and additional site-based professional development.

7.2.2 Teachers shall be provided a duty-free lunch period, equivalent in length to the lunch period of the teachers' students, exclusive of passing periods, or thirty (30) consecutive minutes, whichever is longer.

7.2.3 Every good faith effort will be made to schedule all IEP and IFSP conferences during the seven hour workday.

7.2.4 Site-based Meetings

7.2.4.1 Planned Meeting Time: Planned meeting time is essential to teacher effectiveness and student success. Teachers may be required to attend no more than two (2) faculty meetings per month, such time to be considered part of the work week described above. In addition, staff will meet within the work day to:

7.2.4.1.1 Improve curriculum, instruction, and assessment in all classrooms (e.g., Instruction Leadership Teams, Grade Level teams, and Department Teams).

7.2.4.1.2 Support teachers through opportunities for their professional growth (e.g., site-based and other non-District-wide professional development).

7.2.4.2 Site administration shall have the right to convene meetings necessitated by health and safety emergencies at reasonable times and will notify staff as soon as possible.

7.2.4.5 The site administrator of each school may require teachers to perform related duties on a reasonable and equitably distributed basis among teachers, such time to be considered part of the work week described above. Such duties may include after school parent or student events, athletic events, and activities.

7.2.5-16 Preparation time within the workday for classroom teachers

7.2.5.6.1 Whenever the term "preparation time" or "preparation period" is used, it is to mean the time within the workday of teachers set aside for planning, grading papers, contacting parents and other instructional tasks to be determined by the teacher.

7.2.5.6.1.1 Secondary – Within the workday, high school and middle school teachers shall have a duty-free preparation period equal in length to a teaching period. The specific schedule for the work day shall be set by the site administrator.

7.2.6.1.2 Middle Schools and High Schools shall be encouraged to provide consultation periods for Special Education teachers, equal in length to a teaching period, to be derived from increased site allocations and increased Central Office support for sites to attend to duties including but not limited to the following:

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- 7.2.6.1.2.1 Student Instructional Needs (e.g., secure materials, communicate with parents/guardians, tutor and advise students.
- 7.2.6.1.2.2 File Maintenance (e.g., IEP, SEIS, meet and discuss IEP goals/objectives with general education teachers).
- 7.2.6.1.2.3 Scheduling and facilitating IEP meeting and ensuring paper work is complete.

Date: _____

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7.2.6.1.2.4 Assessment (e.g., prepare assessment plans, inform team members of due dates, ensure compliance with legal deadlines).

7.2.6.1.2.5 Support paraprofessionals (e.g., organize schedules, provide training, and provide appropriate access to the current IEP and goals).

~~7.2.5.6.1.23~~ TK/Elementary – All elementary school teachers shall be provided Within the work day, TK-5 teachers shall have one hundred fifty (150) ~~sixty (60)~~ minutes of duty free preparation time weekly during the work week, in blocks no smaller than twenty (20) minutes. The specific schedule for the TK-5 preparation time shall be determined by the site administrator and the UBC.

7.2.6.1.3.1 Site-based meetings shall not exceed six (6) hours per month for all TK-5 teachers, exclusive of faculty meetings but including at least two (2) hours per month for grade level planning time. These six (6) hours shall be considered part of the work week described above. Teachers shall provide input and suggestions into the agenda for one (1) such hour of grade-level planning time based on the site’s academic goals.

7.2.6.1.4 Teachers Who Co-Teach – Using resources made available by the Weighted Student Formula or non-general fund sources, high school and middle school sites are encouraged to provide teachers in co-teaching assignments with concurrent preparation time to the extent feasible. Every good faith effort shall be made for co-teaching assignments to be by mutual agreement of the teachers and administrator(s) involved.

~~7.2.5.6.1.2.1.5~~ Relief Time - Using resources made available by the Weighted Student Formula or non-general fund sources, sites are encouraged to provide additional preparation time in the form of relief time for teachers within the instructional day. Relief time, as distinguished from preparation time, is the time provided elementary school teachers during the instructional day when teachers, who may be subject specialists, teach art, music, or physical education, for example, assume responsibility for student instruction, thus relieving the elementary school teacher for duty-free preparation time.

~~7.2.5.6.2~~ **Preparation time within the workday for non-classroom teachers**

~~7.2.5.6.2.1~~ Within the work day, high school and middle school teachers, not meeting regularly scheduled classes for five (5) periods a day, shall have preparation time during the school day. Within the work day, elementary school teachers not meeting regularly scheduled classes during the instructional day shall have preparation time during the school day. Central and site administrators are responsible for establishing procedures and constructing schedules for non-classroom regularly scheduled teachers in a manner which shall reflect the need for preparation appropriate to the tasks of each position.

~~7.2.7~~ Teachers may be required to attend no more than two (2) faculty meetings per month, such time to be considered part of the work week described above. Time for common planning time, site-based meetings, after school parent events, and student events, and

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all other meetings shall be considered part of the workweek described above. This time shall be scheduled with the concurrence of the UBC, except in case of emergency. Site administrations and UBC's are encouraged to complete the year's schedule within the first two weeks of the school year.

7.2-6.8 Every good faith effort shall be made to assign no more than three (3) subject matter preparations per day to teachers regularly assigned to middle and high schools. Multiple preparations required in core programs in middle schools should be taken into consideration.

7.2-8.9 The District shall provide two (2) additional conference/preparation periods to each comprehensive high school for Advanced Placement (AP) classes, plus an additional conference period 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~~ students or more. Teachers of AP classes with fewer than twenty-five (5) students shall receive an annual stipend of \$3000. Teachers of AP classes may make recommendations to the principal for allocating AP additional conference/preparation periods.

~~7.3~~ **Kindergarten instruction**

~~7.3.1~~ The total number of the instructional minutes at the kindergarten level shall be no more than 280 minutes per day. Kindergarten teachers will be provided the same supervision relief as accorded other elementary school teachers.

Date: 24 November 2014

For the District:



For the Union:



Date: 24 November 2014

Time: 12.20

TA

9. Class Size

- 9.1 The Union and District recognize both the desirability and the importance of classes being maintained at sizes which aid effective teaching.
- 9.1.1 The Union and District agree to work together to create a process which, in consideration of limited monetary resources, produces the lowest class size possible.
- 9.1.2 The District and Union agree that the process of reducing class size requires accurate, verifiable, and timely reports of current and projected enrollment and attendance, coordination and cooperation between District Office and school sites in assigning students, and participation of the UBC with the principal in the shared decisions determining utilization of allocated staff.
- 9.2 The Union and the District agree on the following definition of terms and processes in order to describe the process of determining class size:
- 9.2.1 Class Size is the number of students enrolled in and attending a given class.
- 9.2.2 Class Size Goals for a given class are those listed in Section 9.5.
- 9.2.3 **Staffing allocation ratio**
- 9.2.3.1 The Staffing Allocation Ratio is that of teachers to students for a given grade or level. This ratio is used by the District to determine the number of classroom teachers assigned to a given site based upon enrollment.
- 9.2.3.2 When determining staffing ratios, the following will not be included:
- 9.2.3.2.1 special education
- 9.2.3.2.2 nurses
- 9.2.3.2.3 special counseling personnel
- 9.2.3.2.4 district, state, or federal compensatory education personnel
- 9.2.3.2.5 library / media personnel
- 9.2.3.2.6 administrators
- 9.2.3.2.7 other special personnel
- 9.2.3.3 The total number of basic staff in Section 9.2.3.1, above, shall be assigned to regular teaching duties.
- 9.2.3.4 Any new programs added to a site shall include appropriate staff allocation.
- 9.2.4 **Elementary student assignment**
- 9.2.4.1 The Student Assignment Number represents the number of students assigned to a given class and should be equal to the integer portion of the student number in the Staffing Allocation Ratio.
- 9.2.4.2 If the assignment of a student after the tenth (10th) day of school causes this number to be exceeded, the UBC shall be provided documentation describing the efforts made to place the student in a less crowded class.

Date: _____

Time: _____

9.2.4.2.1 If the assignment is the result of an assignment by the Student Assignment Officer, or the District, the documentation of efforts to place the student at a school which is less crowded will be provided by the Educational Placement Office.

9.2.4.2.2 If the assignment is the result of a student assigned within the school, the documentation shall be provided by the principal.

9.2.5 The Union and the District agree to develop a process for verifying and documenting actual enrollment figures to be used in calculating class sizes as listed in this article. Furthermore, it is agreed that these numbers be a unique set which is to be used by the Union and District at all levels of the District.

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

9.3.1 **Transitional Kindergarten (TK) through Grade 3**

9.3.1.1 Class size for these grades TK through 3 will be determined by the ~~District's participation in the State's K-3 Class Size Reduction Program (Program). Class size shall conform to current or future state laws and regulations for the Program.~~

Grade Level	Students per teacher
Kindergarten <u>TK</u> , Grades 1, 2 & 3	*22.0
* Allocation ratios will revert to the following ratios if the Program is eliminated: Kindergarten—31.2; Grades 1 and 2—26.0; and Grade 3—29.8 <u>This class size may be adjusted pursuant to sections 9.3.1.1 and 9.3.1.4</u>	

9.3.1.2 Due to exceptional circumstances an individual TK-3 class may, on occasion, be required to go one (1) over the limit specified in section 9.3.1.1. Prior to making the one-over student placement assignment, the District shall consult with the Union and explain 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 students 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.

Date: _____

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9.3.1.2.3 Each 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 to return to the class size limit specified in section 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~~, District determines to adjust TK-3 class sizes pursuant to section 9.3.1.1 due to a reduction or elimination of TK-3 grade level ~~span~~ funding by a change in state law or regulations, the District and the Union shall meet and confer to determine appropriate class size limits.

9.3.2 **Notification**

9.3.2.1 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 District and the Union shall be alerted for possible resolution.

9.3.2.2 **Special Education**

9.3.2.2.1 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.

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

9.3.2.2.2.1 When a class is below or more than one above the given range, the 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**

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

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

Date: _____

Time: _____

situation cannot satisfactorily be resolved at the site, the District and the Union shall be alerted for possible resolution.

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

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

9.4.5 Other possibilities will be explored including State and Federal allocation, newly enacted or one time monies.

9.4.6 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.

9.5 **Class size goals**

9.5.1 **Elementary Schools**

9.5.1.1 ~~Kindergarten~~TK – Grade 32822 (per section 9.3.1.1)

~~9.5.1.2~~ Grades 1-224

~~9.5.1.3~~ Grade 3.....25

9.5.1.42 Grades 4-530

9.5.1.53 Other combinations will have the lower class size of the component grades.

9.5.1.64 Class sizes enumerated above also apply to bilingual classes.

9.5.1.75 Music pullout program (weekly student contacts, except for special choral programs)..... 500

9.5.2 **Middle Schools**

9.5.2.1 English 25

9.5.2.2 ~~Foreign-World~~ Language 30

9.5.2.3 Mathematics 30

9.5.2.4 Science 30

9.5.2.5 Social Studies..... 30

9.5.2.6 Art 28

9.5.2.7 Business Education 30

9.5.2.8 Homemaking/Culinary Arts..... 28

9.5.2.9 Industrial Arts 28

9.5.2.10 Music (excluding choir, band, orchestra) and performing arts 28

9.5.2.11 Physical Education 37

Date: _____

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9.5.2.12	Core Program	28
9.5.2.13	English Language Development	25
9.5.2.14	Reading, Reading Lab, Math Lab	25
9.5.2.15	Family Life Health Education.....	30
<u>9.5.2.16</u>	<u>Career and Technical Education</u>	<u>28</u>
9.5.2.17	Any other	30
9.5.2.18	Class sizes enumerated above also apply to bilingual classes.	
9.5.3	High Schools	
9.5.3.1	English	25
9.5.3.2	Foreign World Language	30
9.5.3.3	Mathematics	30
9.5.3.4	Science	30
9.5.3.5	Social Studies.....	30
9.5.3.6	Art	28
9.5.3.7	Business Education	30
9.5.3.8	Homemaking/ <u>Culinary Arts</u>	28
9.5.3.9	Industrial Arts	28
9.5.3.10	Music (excluding choir, band, orchestra) and performing arts	28
9.5.3.11	Physical Education	37
9.5.3.12	Trade and Industry Classes	25
9.5.3.13	Drivers' Education	30
9.5.3.14	English Language Development	25
9.5.3.15	Reading, Reading Lab, Math Lab	25
9.5.3.16	Family Life Health Education.....	30
9.5.3.17	Career Education.....	30
<u>9.5.3.18</u>	<u>Career and Technical Education (e.g.: Academies).....</u>	<u>28</u>
9.5.3.19	Any other	30
9.5.3.20	Class sizes enumerated above also apply to bilingual classes.	
9.5.4	Small Necessary High Schools	
9.5.4.1	class size.....	25
9.5.5	ELD Pull -Out Program	
9.5.5.1	Contacts per day.....	60

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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 Pre-Kindergarten ~~8~~24 per teacher

9.5.6.1.4 ~~4 years to Transitional Kindergarten~~TK to 14 years of age~~28~~22 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 Pre-Kindergarten 8 per adult

9.5.6.2.4 ~~Transitional Kindergarten to 14 years of age~~ to Transitional Kindergarten 14 per adult

9.6.6.2.5 Out-of-School

9.5.6.2.5.1 ~~Transitional Kindergarten~~TK to 5th grade..... 14 per adult

9.5.7 Special Education Class Size Ranges – A Special Day Class exists when there are students who receive special education instruction greater than 50% of their school day.

9.5.7.1 Mild Moderate8-12*

9.5.7.2 Moderate Severe6-10*

9.5.7.3 Visually Impaired (VI)..... 6-10

9.5.7.4 Orthopedically Impaired (OI) 6-10

9.5.7.5 Deaf & Hard of Hearing 6-12

9.5.7.6 Pre-K..... 8-12 per session or 16 per day**

9.5.7.7 Resource Specialists
(Caseload as permitted by State law).....28***

9.5.8 Related Service Provider Caseloads

9.5.8.1 Adaptive PE 45-55

9.5.8.2 Deaf & Hard of Hearing 20-30

~~9.5.8.3 Occupational Therapy 20-35~~

Date: _____

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9.5.8.43	Orientation and Mobility Instruction	10-15
9.5.8.5	Physical Therapy	25-30
9.5.8.64	Speech Pathologist	55
9.5.8.64.1	Pre-K Speech Pathologist	40
9.5.8.75	Visually Impaired	10-30

9.5.9 Court Schools class size..... 10

9.5.10 Community Day Schools class size 22

9.5.11 Psychologists shall serve a total school population at a ratio of 1:1000 students within SFUSD in TK through age 22. This ratio does not include students in private school, preschool and ERMHS. Psychologists' caseload, job descriptions, and expected completed assessment shall meet State compliance guidelines: (Educationally Related Mental Health Services) PK

9.5.12 Counselors..... 1:450

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.

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

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

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

24 November 2014

Carmelo J. Galati
DISTRICT

Asim T. Gani

TENTATIVE AGREEMENT

10. Leaves

10.1 Unpaid leaves for tenure-track teachers

10.1.1 Long-term personal or professional leave

10.1.1.1 A leave of absence for one (1) semester or one (1) year may be taken at the request of the teacher, provided said request is received by Human Resources not later than March 15th, preceding the subsequent school year, subject to arrangements for repayment of any funds owed to the District in accordance with Section 10.1.9 of this article and Section 11.16.7. If an unpaid leave expires during the school year, the teacher may extend it to the end of that semester.

10.1.1.1.1 Leave requests submitted after March 15th of a given year will not be honored except in documented cases of family or medical emergency, or in the case of military transfer leave or any other extraordinary circumstances that the member could not have known prior to March 15th.

10.1.1.2 Except as otherwise provided, a teacher returning to duty from long term leave of absence shall normally be assigned to a position similar to the one previously held.

10.1.1.3 A long-term personal or professional leave may be extended for a second or subsequent years by mutual agreement between the teacher and the District.

10.1.1.4 See Section 11.16.2 for salary payment schedule upon return from leave.

10.1.2 Long-term parental leave

10.1.2.1 A teacher shall receive, upon application, a parental leave of absence. No teacher shall be required to take an unpaid leave at any time in connection with childbirth or adoption.

10.1.2.2 A teacher returning from a parental leave of one (1) year or less has the right to return to his/her previous assignment.

10.1.2.3 A teacher may apply for an unpaid leave at any time within the three (3) years after he/she becomes a parent through childbirth, adoption, or legal guardianship. Such leave shall be for the duration of the year in which the leave was taken and shall be extended by mutual agreement for up to one (1) successive school year.

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

10.1.2.5 See Section 11.16.2 for payment policy upon return from leave.

10.1.3 **Long-term public service leave** A teacher elected to a public office, shall be granted a leave of absence from his/her duties as a teacher in the District.

10.1.3.1 During the term of such leave of absence, the teacher may be employed by the District to perform part-time service with salary pro-rated.

10.1.3.2 Within six (6) months after the term of office expires, a teacher elected to a public office pursuant to Ed. Code 44801 shall be entitled to return to the position held by him/her at the time of his/her election at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section.

10.1.4 **Long-term military leave** Teachers shall receive leaves of absence when inducted or called to extended active duty in any branch of the armed forces of the United States or the

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

10.1.5 **Short-term personal business leave** A teacher shall receive, upon application, unpaid leave of up to twenty (20) school days per year.

10.1.6 **Substitute work during leave** A teacher while on leave of absence without salary may serve as a day-to-day substitute unless on leave for illness.

10.1.7 **Assignment upon return from leave**

10.1.7.1 Except as otherwise provided, a teacher returning to duty from long term leave of absence shall normally be assigned to a position similar to the one previously held. If a teacher notifies the Human Resources Department, Leaves and Separation Unit, of his/her intent to return from long term leave before February 1st (Group A), he/she shall be placed in a position similar to the one held before going on leave, if available (See Section 15.1.5). Any teacher returning from long term leave who notifies the District of his/her intent to return after February 1st (Group B) shall be subject to placement pursuant to Section 15.1.5.4. Group A RFL's will be guaranteed placement. Group B RFL's may be assigned or may be continued on unpaid leave status at the discretion of the District. A Group B RFL, who is placed on continued leave because he/she did not notify the District by February 1st, must notify the Human Resources Department, Leaves and Separation Unit, before February 1st of his/her intent to return in the subsequent year or be subject to termination.

10.1.7.2 Early Education Department teachers shall have the same rights as described in Section 10.1.7.1 above to return to Early Education Department positions.

10.1.8 **Abridgment of leave** -- A teacher on long term unpaid leave of absence may, based upon mutual agreement with the District, abridge his/her leave of absence.

10.1.9 At the time of application for an unpaid leave of absence, the teacher shall make appropriate arrangements to pay back any funds owed to the District.

10.2 **Paid Leaves for tenure-track teachers**

10.2.1 **Provisions related to Staff Development Buy-Back Days**

10.2.1.1 If the provisions of Section 7.1.2 are in effect, the only paid leave provisions, with appropriate documentation, that will be available to unit members on the three (3) days of staff development buy-back shall be bereavement and jury duty/court appearance.

10.2.1.2 For an illness absence on said three (3) days, the teacher shall be required to provide a physician's verification of the illness in order to receive salary payment.

10.2.1.3 Personal necessity leave, as described in Section 10.2.1.2 shall not be available on said three (3) days of staff development.

10.2.2 **Sick leave**

10.2.2.1 At the beginning of each school year, a teacher shall be credited with ten (10) days of sick leave allowance to be used for absences caused by illness or physical disability. An Early Education Department teacher working a 191 or 218 day calendar shall be credited with eleven (11) days of sick leave allowance.

10.2.2.2 A teacher may use up to seven (7) days each school year of sick leave allowance for personal, legal, business, religious, household, family, or other matters which require absence during school hours. Teachers are expected to give as much advance notice as possible, but in no event less than the amount needed to secure a substitute.

- 10.2.2.2.1 Each school year a teacher may use up to five (5) days each school year of sick leave allowance for immediate family illness. In no event shall said utilization, when combined with immediate family illness provisions of Section 10.2.2.2, above, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.
- 10.2.2.2.2 **Child-Bonding (Adopted) or Child Placed in Foster Care Leave** – A unit member who is eligible for an FMLA and/or CFRA leave for the purpose of bonding with a newborn child, an adopted child, or a child placed in foster care, and a unit member who acquires legal guardianship of a child, may use his/her earned and accumulated unused sick leave during such leave up to a maximum of ~~thirty five (35)~~ forty-five (45) days. Earned and accumulated sick leave may include leave in Article 10.2.4 for a total of ~~35~~ forty-five (45) days which shall be deducted from the leave available under Article 10.2.4. This leave can only be used in blocks of at least five (5) consecutive days. Notwithstanding Article 10.2.4.1, a unit member shall receive not less than \$150 per day while using this leave.
- 10.2.2.2.3 **Child-Bonding (Newborn)** – A unit member who is eligible for an FMLA and/or CFRA leave for the purpose of bonding with a newborn child may use his/her earned and accumulated unused sick leave during such leave up to a maximum of fifteen (15) days.
- 10.2.2.3 A teacher who has accumulated sick leave in the District may make use of such leave while employed as an administrator or teacher of summer school session classes or schools in the same manner as in the regular school year.
- 10.2.2.3.1 Unless prohibited by law all sick leave earned and accrued as a classified employee of the district shall be maintained if the employee becomes a certificated unit member. Hours of accrued sick leave shall be converted to days of accrued sick leave by dividing the number of hours by seven rounded to the nearest whole day (or by the length of the regular work day for unit members in the Early Education Department), to reflect the contractual unit member workday, subject to approval by the California State Teachers Retirement System (CalSTRS).
- 10.2.2.3.2 Before retirement, a calculation of the supplemental amount due to CalSTRS as a result of the provision 10.2.2.3.1 will be given to the employee. It is the retiring employee's responsibility to pay this supplemental amount to SFUSD/CalSTRS.
- 10.2.2.4 Each teacher shall receive notification of his/her accumulated total of sick leave days recorded on the monthly pay statement.
- 10.2.2.5 Paid sick leave days shall be considered days worked for purposes of movement on the salary schedule.
- 10.2.2.6 Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The District shall pay to teachers hired prior to 1993 the difference between his/her salary and benefits received under the California Worker's Compensation Act for one (1) year duration. Thereafter, a teacher continuing on industrial accident leave shall not receive more than 100% of his/her District salary when sick leave and Worker's Compensation benefits are combined.
- 10.2.2.7 Unit members initially hired on or after January 1, 1993, shall receive a maximum of 6 months of Industrial Accident leave.

- 10.2.2.8 A teacher who is absent because of illness for more than five (5) school days may be required to submit a medical statement verifying an illness that prevents the teacher from working, except that in the event of a strike of City and County or School District employees, the District may require a medical statement for each day's absence due to illness. For an extended illness, a medical statement shall be submitted monthly.
- 10.2.2.9 A teacher returning to duty following a continuous absence of thirty (30) teaching days or more because of illness shall submit a medical statement verifying his/her fitness to return to duty, if requested. The District shall retain the right to require an examination conducted by a physician employed by the District if there is disagreement as to the teacher's fitness to return to duty.
- 10.2.3 **Notification of absence**
- 10.2.3.1 When a teacher knows more than thirty (30) days in advance of his/her impending long term absence, the teacher shall notify his/her principal or immediate supervisor of his/her expected first day of absence, at least thirty (30) days in advance of that date.
- 10.2.3.2 When a teacher knows fewer than thirty (30) days in advance of his/her impending long term absence, the teacher shall notify his/her principal or supervisor of his/her expected first day of absence within two (2) days after becoming aware that an impending absence will occur.
- 10.2.4 **Extended sick leave**
- 10.2.4.1 After using all earned and accumulated sick leave, a teacher who has exhausted his or her sick leave for a single illness or accident shall have up to 100 days of extended sick leave for said illness or accident. A teacher on extended sick leave shall receive his or her own pro rata salary minus the per diem rate of a substitute teacher. See Appendix B for appropriate Sub Dock rate. After the first use of extended sick leave, the District shall retain the right to require an examination conducted by the physician employed by the District if there is a disagreement as to whether the injury/illness/accident qualifies for an additional 100 days of extended sick leave.
- 10.2.4.1.1 A member of the bargaining unit wishing to appeal the District's requirement for an examination may provide a statement from a physician of his/her choosing. If a third opinion is needed, the parties shall jointly select from a panel of five physicians recommended by the Board of Medical Examiners. The selection process employed in selecting an arbitrator to hear a grievance will be used to pick the physician whose decision shall be binding.
- 10.2.4.2 A teacher who has exhausted his/her extended sick leave and is unable to return to duty shall be granted unpaid leave of absence for up to one year. Extensions may be granted by the Board of Education. Such a teacher may qualify for Long-Term Disability benefits under the provisions of this contract.
- 10.2.4.3 A teacher returning from an extended sick leave of one (1) year or less has the right to return to his/her previous assignment if it has not been filled by a probationary or tenured teacher.
- 10.2.5 **Sick Leave Bank** The Union and the District agree to maintain the Sick Leave Bank.
- 10.2.5.1 Participation shall be voluntary, but permitted for all tenure-track teachers covered by this agreement and included in the bargaining unit.
- 10.2.5.2 Each teacher who decides to participate during the school year will remain a member for that year and future years unless otherwise requested in writing to Human Resources. To

draw from the bank, a unit member must be a member of the bank. The Governing Committee shall be authorized to determine if an exception shall be made to this provision.

10.2.5.3 Eligibility is limited to teachers having accumulated ten (10) or more sick days at the time they join. In order to join, a unit member must donate a least one (1) sick leave day to the bank. A donation to a specific individual can only be made by those unit members who are members of the bank. Any unused specific individual donations revert to the bank.

10.2.5.4 The Union and the District Governing Committee shall oversee the operation of the Sick Leave Bank. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee.

10.2.5.5 If the District and the Union deem the Bank inoperable, the Governing Committee shall return to teachers those days contributed or the remaining fraction thereof.

10.2.5.6 Sick Leave Bank Forms and operating procedures mutually agreed to are found in Appendix C.

10.2.5.7 Teachers must expend their accrued sick leave and extended sick leave before receiving donations from the Sick Leave Bank.

10.2.6 **Maternity disability**

10.2.6.1 The District shall provide for leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

10.2.6.2 A teacher returning from such leave of absence shall return to the position previously held.

10.2.7 **Military leave** Teachers shall be entitled to eighteen (18) days paid leave of absence for temporary active duty or active duty for training in any unit of the United States Reserves or the California State National Guard, or for medical examination related to such duty, so directed by written orders signed by the teacher's unit commanding officer or officer-in-charge.

10.2.8 **Leave of absence as an exchange teacher** Such leaves shall be governed by the provisions of the Education Code.

10.2.9 **Leave for medical examination** - A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District. The cost of such examinations shall be borne by the District. For the purpose of securing an X-ray or tuberculin test, as required by the Education Code, a teacher may be permitted by the principal to absent himself/herself from school for the necessary period of time.

10.2.10 **Jury duty or court appearance**

10.2.10.1 A teacher who is called to report for jury duty shall be excused for that purpose without loss of pay. Upon request, a teacher shall submit certification of jury duty service in order to be eligible for this paid leave.

10.2.10.2 Members of the unit shall be entitled to leave without loss of pay to appear in court as a subpoenaed witness, other than a litigant, or to respond to an official order from duly authorized government agencies

10.2.10.3 The teacher shall submit his or her jury fee, less any necessary expenses, to the District.

10.2.11 **Bereavement leave**

10.2.11.1 **Immediate family** Teachers shall have bereavement leave for three (3) consecutive days, upon application, without loss of salary, for a death in the immediate family. Immediate family shall include parents (or any person who has actually served in the capacity of parent), grandmother, grandfather or grandchild of the teacher, or the spouse or domestic partner of the teacher, parent of the teacher's son or daughter, and son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, parent-in-law, or any relative living in the immediate household of the teacher. When the funeral in connection with the death necessitates travel time during school days, additional time, not to exceed two (2) days shall be granted.

10.2.11.2 **Second-degree relatives** Upon application, members of the bargaining unit shall receive one (1) day without loss of salary to attend the funeral of a second-degree relative. Second-degree relatives shall include uncles, aunts, nephews, nieces, first cousins, brothers-in-law, and sisters-in-law.

~~10.2.11.2.1~~ Data shall be collected on the utilization and cost of this benefit for the 2010-2011 school year. Extension of this benefit to the classified unit may be included in the Proposition A negotiations for the 2011-2012 school year.

10.2.12 **Sabbatical leave for permanent teachers**

10.2.12.1 **Sabbatical leave requirements**

10.2.12.1.1 **Service** Sabbatical leaves must be preceded by at least seven consecutive years of teaching service, all of which shall have been full-time service as tenured, probationary or long-term substitute status in the San Francisco Unified School District. Qualifying service shall be construed as being in paid District status for seventy-five (75%) of the teaching days in each school year. Failure to be in paid District status for seventy-five (75%) of the teaching days in any given year due to being on an unpaid leave shall not constitute an interruption in the seven (7) consecutive year period.

10.2.12.1.1.1 Pursuant to Education Code 44969, applicants granted a sabbatical leave are required by law to render a period of service in the employ of the Governing Board of the district following his/her return from the leave of absence which is equal to twice the period of the leave. The employee will furnish a suitable bond indemnifying the Governing Board of the District against loss in the event that the employee fails to render the agreed upon service. The bond shall be exonerated in event the failure of the employee to return and render the agreed upon period of service is caused by the death or physical or mental disability of the employee.

10.2.12.1.2 **Sabbatical leaves for study** A teacher shall complete at least eighteen (18) semester units of work during a sabbatical year. Not fewer than seven (7) semester units shall be completed during each semester while on such leave, and no more than two (2) semester units of summer school credit shall be counted. These courses shall be exclusive of correspondence courses. Transcripts or other evidence of completion

shall be submitted to the Human Resources Department, Leaves and Separation Unit, within sixty (60) days of the teacher's return to duty.

10.2.12.1.3

Sabbatical leaves for travel

10.2.12.1.3.1

Teachers on sabbatical leave for travel shall remain in travel status at least seventy-five percent (75%) of each semester of leave granted.

10.2.12.1.3.2

The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel.

10.2.12.1.4

Sabbatical leaves for a special project A teacher shall submit with the application a one (1) page proposal outlining the nature, method and objective of the project. Effort should be made to demonstrate that the project is of comparable value to eighteen (18) units of college study. The proposal shall include a description of the final report or work envisioned and the name of the project supervisor. The latter shall be either an administrator in the District or a faculty member at an accredited college or university who has agreed to supervise the teacher's project. It shall be this person's duty to certify in writing completion of the project to the Human Resources Department, Leaves and Separations Unit, within sixty (60) days of the teacher's return to duty.

10.2.12.1.5

Sabbatical leaves for retraining A teacher shall comply with the rules governing a sabbatical leave for study. (See Section 10.2.12.1.2 above.) In addition, a credential or appropriate certificate in the retraining subject area shall be filed with the Human Resources Department, Leaves and Separations Unit. Since this sabbatical requires attainment of a new credential or certificate and since most credential programs require more academic work than can normally be completed in a single year of study, it is anticipated that applicants for this sabbatical will have already completed a substantial portion of the course work prior to commencement of the sabbatical. Exceptions to the requirement to acquire a credential may be made in areas of need, including but not limited to, special education, mathematics or science.

10.2.12.1.6

Abridgment Sabbatical leaves may be abridged for illness, injury or other good cause.

10.2.12.2

Sabbatical leave applications

10.2.12.2.1

Applications must be submitted to the Human Resources Department, Leaves and Separations Unit, for approval. Applicants with unsatisfactory evaluations in the year of application shall be subject to approval by the Chief Administrative Officer or his/her designee.

10.2.12.2.2

The percentage of sabbatical leaves granted for a school year shall be the same as the net COLA percentage increase that the District received from the State in the prior year. In no event, however, shall the percentage of sabbatical leaves granted be less than 1% or more than 2% of the tenure-track teachers in the unit. Two (2) one-half year sabbaticals shall be counted as a single sabbatical leave for the purposes of this section.

10.2.12.2.3

Qualifying applicants shall be placed in rank order on a single list according to the length of time since the termination of any previous sabbatical leave, or, if no previous sabbatical leave has been granted, in order of the length of time since the beginning of service as defined in Section 10.2.12.1.1, immediately preceding

appointment as determined by the District for salary purposes. In the event the cutoff point fall among two (2) or more applicants, each of whom has equal precedence, a lottery will be held to determine the rank order of the offer of the sabbatical. Those not granted a sabbatical in the lottery will be offered a sabbatical the following school year.

- 10.2.12.2.4 Sabbatical leaves shall be granted for one (1) year or one-half (1/2) year.
- 10.2.12.2.5 A teacher may apply for a "split" sabbatical where the teacher can demonstrate, with a course catalogue or other documentation that an education program is only offered at times when a full year sabbatical would not allow the teacher to fulfill the requirements of the program. A split sabbatical is defined as the teacher taking one semester of the sabbatical in one school year and the second semester of the sabbatical in a subsequent year within an overall span of three (3) school years.
- 10.2.12.2.6 A partnership sabbatical shall be defined as two (2) teachers who have been partnership teaching and apply to share a one year sabbatical. During the sabbatical year one teacher shall be on sabbatical the first semester and teach the second semester and the other partnership teacher shall teach the first semester and be on sabbatical the second semester.
- 10.2.12.2.7 The Chief Administrative Officer shall consult with a committee of teachers appointed by the Union to establish educational standards for sabbaticals.
- 10.2.12.3 **Payment on sabbatical** Teachers on sabbatical leave shall be paid at the rate of sixty-percent (60%) of their entitled annual salary, and shall have fringe benefits as though teaching full-time.
- 10.2.12.4 **Return from sabbatical** A teacher returning from sabbatical leave shall return to the school to which the teacher was assigned, or would have been assigned had the teacher not been on sabbatical leave. In the case of a teacher who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the teacher's position to which he/she would normally return.
- 10.2.13 **Part-time/partnership teaching**
- 10.2.13.1 Teachers may apply for part-time or partnership teaching. Part-time teaching shall be defined as less than full-time. Partnership teaching shall mean two (2) teachers sharing one (1) full-time teaching assignment. Part-time and partnership teaching approvals shall not exceed a total of two hundred (200) teachers in a given school year.
- 10.2.13.2 Full-time teachers who are subsequently approved for part-time or partnership teaching shall have fringe benefits consistent with full-time teachers and shall accumulate service time as though they were teaching full-time for the purpose of advancing on the salary schedule or becoming eligible for sabbatical leave. Part-time and partnership teaching assignments may be renewed annually upon mutual agreement between the teacher, the Human Resources Department and the site administrator.
- 10.2.13.3 **Half-time teaching** Half-time teaching schedules shall be arranged by agreement with the teacher and the site administrator, and the Human Resources Department. Daily half-time service for secondary teachers shall mean teaching three (3) periods one semester and being assigned two (2) periods and a preparation period the other semester. Unless otherwise agreed, periods taught in secondary schools shall be consecutive.
- 10.2.14 **Miscellaneous**

- 10 2.14 1 A teacher on unpaid leave of absence may continue health and welfare benefits, the expense for such benefits to be borne by the teacher, subject to approval of the insurance carrier. Arrangements shall be made with the carrier regarding payments.
- 10 2 14 2 Teachers on leave shall be eligible to participate in staff development opportunities without remuneration.
- 10 2 14.3 **Resignation** A teacher's written offer of resignation shall be deemed accepted when filed with the Board, Superintendent, or the Human Resources Department except that if the teacher files a written revocation of his/her offer of resignation within three (3) District office working days after its filing it shall be deemed revoked. The Board of Education shall fix the effective date of resignation no later than June 30th of the school year in which the resignation was offered. The District shall make a good faith effort to notify the Union within twenty four (24) hours of a teacher's written offer of resignation unless a teacher affirmatively requests confidentiality.
- 10.3 **Leaves — temporary, categorical and emergency teachers**
 - 10.3 1 Temporary, categorical or emergency teachers shall be awarded sick leave on the basis of five (5) days sick leave per semester of appointment. This allowance may be carried over to future temporary, categorical, emergency, or probationary appointments in the District.
 - 10.3 2 Temporary, categorical or emergency teachers shall receive a maximum of six (6) months of Industrial Accident leave.
 - 10.3 3 **Extended sick leave**
 - 10.3.3 1 After using all earned and accumulated sick leave, a teacher who has exhausted his or her sick leave for a single illness or accident shall have up to 100 days of extended sick leave for said illness or accident. A teacher on extended sick leave shall receive his or her own pro rata salary minus the sub dock rate, the per diem rate of a substitute teacher (See Appendix B for appropriate sub dock rate)
 - 10.3.3.2 A teacher who has exhausted his/her extended sick leave and is unable to return to duty shall be granted unpaid leave of absence for up to one year. Extensions may be granted by the Board of Education. Such a teacher may qualify for Long-Term Disability benefits under the provisions of this contract.
 - 10.3.3.3 A teacher returning from an extended sick leave of one (1) year or less has the right to return to his/her previous assignment if it has not been filled by a probationary or tenured teacher.
- 10 4 **Jury duty or court appearance** A temporary, categorical or emergency teacher who is summoned for jury duty shall be excused for that purpose without loss of pay. The temporary, categorical, or emergency teacher shall submit his/her jury fee, less any travel allowance, to the District. Temporary, categorical or emergency teachers shall be entitled to leave without loss of pay to appear in court or other governmental tribunal as a subpoenaed witness, other than as a litigant, or to respond to an official order from a duly authorized government agency.
- 10.5 **Bereavement leave**
 - 10.5 1 Temporary, categorical or emergency teachers shall have bereavement leave for three (3) consecutive days, upon application, without loss of salary, for a death in the immediate family. Immediate family shall include parents (or any person who has actually served in the capacity of parent), grandmother, grandfather or grandchild of the teacher, or the spouse or domestic partner of the teacher, parent of the teacher's son or daughter, and

son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, parents-in-law, or any relative living in the immediate household of the teacher. When the funeral in connection with the death necessitates travel time during school days, additional time, not to exceed two (2) days shall be granted.

10.5.2

Upon application, temporary, categorical or emergency teachers shall receive one (1) day without loss of salary to attend the funeral of a second-degree relative. Second-degree relatives shall include uncles, aunts, nephews, nieces, brothers-in-law, and sisters-in-law.

FOR THE UNION:


Dennis Kelly

17 March 2014
Date

FOR THE DISTRICT:


Carmelo Sgarlato

3/19/14
Date

Date: 24 November 2014
Time: 10:04

Tentative Agreement

11. Salaries, Increments, and Classification Changes

11.1 For tenure-track teachers not serving the full school year, *per diem* rates will be based on the annual salary that would be earned at a given classification and rating by a teacher who served for the full school year.

11.1.1 Staff Development buy-back days

11.1.1.1 TK-12 teachers paid either on the Credentialed Teachers or Non-Credentialed Teachers Salary Schedules have a work year of 184 days, including three (3) Staff Development buy-back days. The only paid absence provisions of the agreement, with appropriate documentation, that will be available to TK-12 teachers on the three (3) days of staff development buy-back shall be bereavement and jury duty/court appearance. For an illness absence on said three (3) days, the TK-12 teacher shall be required to provide a physician's verification of the illness in order to receive salary payment; personal necessity leave shall not be available on said three (3) days of staff development.

11.1.1.2 The 184-day work calendar is dependent upon the funding provisions of Education Code Section 44579.1. In the event that the current State funding level for three (3) days/year of staff development activities for classroom teachers is rescinded, the TK-12 teacher salary schedule and work year shall revert to 181 days. If said funding is reduced, the TK-12 teacher work year and salary schedule shall be modified proportionately.

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 contract 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 and the last one half day of the final student instructional day.~~

~~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 administrative 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~~

Date: _____

Time: _____

instructional day.

~~11.2.3 For the 2012-2013 and 2013-2014 school years 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 subject to CalSTRS approval. Individuals choosing this benefit shall not be eligible for the retirement incentive of \$600.~~

11.2 Salary Increases

11.2.1 2014-2015 School Year

11.2.1.1 Effective July 1, 2014, the salary schedules and daily and hourly rates in Appendix B (except B9 summer school) shall be adjusted to reflect a two percent (2.0 %) increase.

11.2.1.2 Effective January 1, 2015, the salary schedules and daily and hourly rates in Appendix B (except B9 summer school) shall be adjusted to reflect an additional two percent (2.0%) increase.

11.2.1.3 For Summer School, the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2015.

11.2.1.4 Except as provided above, the foregoing increases shall be implemented as soon as practicable following ratification of the 2014-2017 Collective Bargaining Agreement.

11.2.2 2015-2016 School Year

11.2.2.1 Effective July 1, 2015, the salary schedules and daily and hourly rates in Appendix B (except B9 summer school) shall be adjusted to reflect a one and one-half percent (1.5%) increase.

11.2.2.2 Effective January 1, 2016, the salary schedules and daily and hourly rates in Appendix B (except B9 summer school) shall be adjusted to reflect an additional one and one-half percent (1.5%) increase.

11.2.2.3 For Summer School, the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2016.

11.2.2.4 If total unrestricted general fund revenues for the 2015-2016 school year, as stated in the 2015-2016 Unaudited Actual Report, exceed the amount stated for the 2015-2016 school year in the multiyear projection contained in the 2014-2015 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.

11.2.3 2016-2017 School Year

11.2.3.1 Effective July 1, 2016, the salary schedules and daily and hourly rates in Appendix B (except B9 summer school) shall be adjusted to reflect a two and three-quarter percent (2.75%) increase.

11.2.3.2 Effective January 1, 2017, the salary schedules and daily and hourly rates in Appendix B (except B9 summer school) shall be adjusted to reflect an additional two and one-quarter percent (2.25%) increase.

Date: _____

Time: _____

11.2.3.3 For Summer School, the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2017.

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 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.

~~**11.3.2 Early Education Department Hourly Substitutes**~~

~~**11.3.2.1** 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.~~

11.4 Guaranteed Minimum Instructors Salary for JROTC Teachers

11.4.1 The San Francisco Unified School District (SFUSD) and the United Educators of San Francisco (UESF) agree to place instructors in the JROTC program at a salary level commensurate with the federally required guaranteed minimum salary. This salary is required based on the contractual agreement between the federal government and the District.

11.5 Classification changes

11.5.1 Members of the bargaining unit who meet the requirements for a classification change for any school year shall receive such changes effective July 1st. Those teachers hired on or after July 1, 1993, shall receive such changes effective August 1st.

11.5.2 Credit earned in the following manner will be acceptable for salary classification purposes:

11.5.2.1 Accredited university or college courses

11.5.2.2 In-services courses, equivalent to college or university courses, approved in advance for a specified number of units.

11.5.2.3 Courses in specialized schools, if approved in advance.

Date: _____

Time: _____

- 11.5.2.4 Teaching an in-service course for which no monetary compensation is given, provided the course is approved in advance, and further, that the number of credits allowable shall not exceed twice the credit granted the participants.

11.6 Official transcripts

- 11.6.1 An official transcript of record of college or university work and an official record of in-service work and courses in specialized schools shall be submitted to verify completion of credit used for salary classification. All such records must be filed with the Human Resources Department, Salary Unit, in order to qualify for classification purposes.
- 11.6.2 Filing of such official transcript of record for completed course work may be made at any time and will be effective in the next monthly pay cycle.
- 11.6.3 For the classifications “Bachelor Degree plus 30 Semester hours” and “Bachelor Degree plus 60 Semester Hours” semester hours counted will include verified college or university work earned before the Bachelor degree was granted if the work has been clearly designated as “graduate” and if the units were not used to satisfy undergraduate requirements.

11.7 Ratings on salary schedules

- 11.7.1 Members of the bargaining unit who meet the requirements for an increment (one rating increase for a complete school year of service) for any school year shall receive that increment effective the same date as the first pay warrant of the next school year.
- 11.7.2 A teacher shall receive an authorized increment based solely on service for a completed school year as defined in the following: A completed school year for salary increment purposes shall be at least seventy-five percent (75%) of the required days for any school year as a probationary or permanent teacher, long-term substitute (prior to July 1, 1998), temporary, categorical or emergency teacher, or any combination thereof. Absence for any cause shall be considered for salary purposes as time not served, except in the following instances for eligible teachers:
 - 11.7.2.1 military leave;
 - 11.7.2.2 exchange teaching;
 - 11.7.2.3 sabbatical leave;
 - 11.7.2.4 when compensation is granted under the provisions of the Workers’ Compensation Act;
 - 11.7.2.5 excused absence when appearing as a witness;
 - 11.7.2.6 absence with pay for bereavement leave;
 - 11.7.2.7 illness or personal necessity days chargeable against accumulated earned sick leave;
 - 11.7.2.8 absences pursuant to Education Code Section 44981 relating to emergency leaves;
 - 11.7.2.9 all absences for which the teacher received full pay.

Date: _____

Time: _____

11.7.3 Increment credit for sabbatical or study leave

11.7.3.1 Teachers who satisfy the requirements of sabbatical leave shall receive increment credit.

11.7.3.2 Any sabbatical leave granted for reasons not set forth above shall not be granted increment credit.

11.7.4 Career increments — TK-12 teachers

11.7.4.1 A member of the bargaining unit who is placed at the top rating in a classification having a Career Increment A shall be entitled to placement at Career Increment A after having served three (3) complete school years during which final placement was the top rating of that classification.

11.7.4.2 A member of the bargaining unit who is placed at Career Increment A shall be entitled to placement at Career Increment B after having served three (3) complete school years during which final placement was at Career Increment A.

11.7.4.3 A member of the bargaining unit who is placed at Career Increment B shall be entitled to placement at Career Increment C after having served three (3) complete school years during which final placement was at Career Increment B.

11.7.4.4 A member of the bargaining unit who is placed at Career Increment C shall be entitled to placement at Career Increment D after having served three (3) complete school years during which final placement was at Career Increment C.

11.7.4.5 A member of the unit who is placed at Career Increment D shall be entitled to placement at Career Increment E after having served three (3) complete school years during which final placement was at Career Increment D.

11.7.5 Career increments — Early Education Department teachers

11.7.5.1 Teachers whose effective date of employment is on or after August 1, 1986, shall be placed only on Salary Classifications IV through VI as defined in Appendix B based upon credits earned.

11.7.5.2 Career increments A, B, C, D, and E shall be part of the Pre August 1, 1986, salary schedule (D8) and the Post August 1, 1986 Salary Schedule BA (F6) as defined in Appendix B.

11.7.5.2.1 A teacher who is placed at Rating 13 shall be entitled to placement at Career Increment A after having served three (3) complete school years during which final placement was at Rating 13.

11.7.5.2.2 A member who is placed at Career Increment A shall be entitled to placement at Career Increment B after having served three (3) complete school years during which final placement was at career Increment A.

11.7.5.2.3 A member who is placed at Career Increment B shall be entitled to placement at Career Increment C after having served three (3) complete school years during which final placement was at career Increment B.

Date: _____

Time: _____

11.7.5.2.4 A member of the bargaining unit who is placed at Career Increment C shall be entitled to placement at Career Increment D after having served three (3) complete school years during which final placement was at Career Increment C.

11.7.5.2.5 A member of the unit who is placed at Career Increment D shall be entitled to placement at Career Increment E after having served three (3) complete school years during which final placement was at Career Increment D.

11.7.5.2.5.1 New teachers shall meet a sixty (60) unit minimum requirement for placement at Classification IV.

11.7.5.3 All members of the bargaining unit not at the highest rating of their salary schedules who have served a complete school year shall be entitled to an increment (one rating increase).

11.7.5.4 Any member of the bargaining unit who has completed enough units to move to a higher classification will be placed at the rating corresponding to the teacher's total years of teaching experience.

11.7.6 Newly-appointed probationary teachers

11.7.6.1 A newly-appointed probationary teacher shall receive year-for-year credit for verified outside teaching in full-time permanent or probationary teacher, temporary, categorical, emergency or long-term substitute status. Verified experience for teachers appointed to the area of pupil services shall include service with a public or private agency in a position requiring experience with school-age children and their parents and/or teaching experience. Nutrition education teachers shall receive credit to a maximum of five (5) increments for previous full-time work experience in the field of nutrition.

11.7.6.2 At the time of probationary appointment, if such teacher has previously served in the San Francisco Unified School District, he/she shall be placed in the appropriate classification and shall be allowed credit for increment purposes on the basis of one (1) increment for each year of service as a regularly assigned teacher.

11.7.6.3 Newly appointed teachers will be placed at the rating one greater than the number of years of credit. Whenever a "year" is referred to in determining credit for outside or former teaching experience, it is hereby defined as not less than seventy-five percent (75%) of the service which the college or school district in which the instructor or teacher was formerly employed required of regular full-time instructors or teachers. Outside teaching experience in more than one (1) college or school district in any one (1) school year may be combined for granting such outside credit.

11.7.7 Temporary, categorical or emergency teachers

11.7.7.1 Teachers who do not meet the credential requirements of Education Code Section 45023.1 shall be placed on the emergency and intern teacher's salary schedule. The salary schedule for said teachers shall be limited to five ratings.

Date: _____

Time: _____

11.7.7.2 One (1) year's credit on the schedule in Appendix B shall be given for two (2) consecutive semester assignments in the same school or two different schools within the District.

~~11.7.8~~ ~~Substitute teachers~~

11.7.8 **Substitute pay Rates**

11.7.8.1 The substitute pay levels are included on Salary Schedule B9 B.10.

11.7.8.1.1 TK-12 substitute teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher shall be paid a daily bonus. The bonus shall be retroactive to the first day of the assignment. See Appendix B for the daily bonus rate.

11.7.8.1.2 Substitutes who move to Level 2 (HX02) or HC02) during one school year shall be paid at Level 2 retroactively to the beginning of the school year. Substitutes who do not qualify to be Established Substitutes shall return to Level 1 (HX01 or HC01) at the beginning of each school year.

11.7.8.2 Established Substitutes: Substitutes who qualify for Level 2 for two consecutive school years (HX02 or HC02) shall begin the subsequent school year at that same level. Established Substitutes shall continue to be paid at Level 2 subject to the following:

11.7.8.2.1 Established Substitutes not completing the required number of daily assignments in a school year as defined in this Article and Salary Schedule B9 to qualify for Level 2 (HX02 or HC02) shall revert to regular substitute status and return to Level 1 (HX01 or HC01) at the beginning of the subsequent school year.

11.7.8.2.2 Established Substitutes not completing the required number of daily assignments in a school year may submit a letter to the Human Resources supervisor of substitutes requesting a continuation of Established Substitute status for the subsequent school year and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than 15 work days following the receipt of the request.

11.7.8.2.3 An Established Substitute who reverts to regular substitute status as set forth above may return to Established Substitute status by again qualifying for Level 2 for two consecutive school years (HX02 or HC02).

11.9.7.8.3 Days of service in a temporary teaching assignment shall count toward the minimum number of daily assignments in a school year as defined in this Article and Salary Schedule B9 to qualify for Level 2 (HX02 or HC02) and Established Substitute status.

Date: _____

Time: _____

11.7.7-108.4 Implementation: Established Substitute status shall be implemented commencing with the 2014-2015 school year. Substitute service (as defined above) performed during the 2012-2013 and 2013-2014 school years shall count toward the minimum number of daily assignments in a school year as defined in this Article and Salary Schedule B9 to qualify for Established Substitute status. Specifically:

11.7.7-108.4.1 A substitute who qualified for Level 2 in *both* the 2012-2013 and 2013-2014 school years shall become an Established Substitute at the commencement of the 2014-2015 school year.

11.7.7-108.4.2 A substitute who qualified for Level 2 in 2013-2014 school year shall, upon completing the required number of daily assignments in the 2014-2015 school year, become an Established Substitute at the commencement of the 2015-2016 school year.

11.7.7-118.5 Substitutes who began the 2013-2014 school year at Level 2 (HX02) but did not attain 71 assignments during that school year shall be paid the 2014-2015 school year at the lower rate (HX05) specified in B9 until the amount of overpayment is balanced to a net of zero (0). Thereafter, the substitute shall return to the Level 1 (HX01) rate and shall not increase to the Level 2 (HX02) rate unless they attain an additional 71 assignments following the achievement of a net zero (0) balance. Substitutes who move to Level 2 (HX02) during one school year following the achievement of a net zero (0) balance shall be paid at Level 1 retroactive to the date that the substitute achieved the net zero (0) balance. For the 2014-2015 school year only, this section is subject to the following:

11.7.7-118.5.1 Substitutes may appeal movement to the lower rate (HX05) by submitting a letter to the Human Resources supervisor of substitutes requesting to be paid at Level 1 (HX01) for the 2014-2015 school year and outlining the reasons for failing to complete the requisite number of assignments in the 2013-2014 school year.

11.7.7-118.5.2 The appeal letter must be received by the Human Resources supervisor of substitutes not later than fifteen (15) workdays following the date of written notice to the employee of assignment to the lower rate (HX05).

11.7.7-118.5.3 The District shall reply to the request not later than 15 work days following the receipt of the request. This decision shall be final and not subject to further review or appeal.

11.7.7-118.5.4 Substitutes who will be paid at the lower rate (HX05) for the 2014-2015 school year may instead reimburse the District directly for the full amount of overpayment. Substitutes who elect this option must provide reimbursement to the District not later than fifteen (15) workdays following the date of written notice to the employee of assignment to the lower rate (HX05).

Date: _____

Time: _____

11.7.7.8.6 Speech Pathologist Substitute – See salary schedule B.

~~11.7.8.1 Daily pay for TK-12 substitute teachers is listed in Appendix B and C. Each year substitutes shall begin with the “1-70” day rate of pay, provided that upon reaching 71 days the first seventy days become retroactively paid at the “71 or more” rate of pay. The substitute pay levels are included on Salary Schedule B.~~

~~11.7.8.1.1 TK-12 substitute teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher shall be paid a daily bonus. The bonus shall be retroactive to the first day of the assignment. See Appendix B for the daily bonus rate.~~

~~11.7.8.1.2 Substitutes who move to Level 2 (HX02 or HC02) during one school year shall be paid at Level 2 retroactively to the beginning of the school year. Levels shall be set on an annual basis with each substitute returning to Level 1 (HX01 or HC01) at the beginning of each new school year.~~

~~11.7.8.2 Hourly pay for EED substitute teachers is listed in Appendix B. Each year substitutes shall begin with the “1-90” day rate of pay, provided that upon reaching 91 days the first seventy days become retroactively paid at the “91 or more” rate of pay.~~

~~11.7.8.1.3 Effective July 1, 2014, EED substitutes shall qualify for Level 2 (HC02) by attaining 71 assignments during one school year.~~

~~11.7.8.1.4 Speech Pathologist – See salary schedule B.~~

11.7.9 Vocational teachers

11.7.9.1 A non-degree teacher who is the holder of a valid vocational teaching credential and who is employed to teach vocational education under said credential in a regular full-time position shall be considered as having the equivalent of a bachelor degree for the purpose of placement on the salary schedule. Only professional preparation credits as defined by California Administrative Code, Title 5, as were earned as part of the requirement for such credential, if taken prior to acquiring the credential, shall be accepted for the purpose of classification advancement. All credits earned after the granting of such credential shall be accepted for the purpose of such classification advancement.

11.7.9.2 A non-degree teacher who is the holder of a valid vocational teaching credential and who is employed to teach vocational education under said credential in a regular full-time position shall be placed no lower than the tenth (10th) rating. Higher placement may be approved by the Board of Education. Increment advancement thereafter shall be in accordance with the terms of this agreement.

11.7.10 **Sabbatical leave** — A teacher on a full year, “split”, or partnership sabbatical shall be paid at the rate of sixty per cent (60%) of annual salary.

11.7.11 Differentials

11.7.11.1 The position of head counselor/dean in middle and high school shall be paid a differential of eleven per cent (11%) of Classification III, Rating 12, of the BA+60 column of the TK-12 Credentialed Teachers salary schedule, in addition

Date: _____

Time: _____

to the salary received as a teacher. The required days of service shall be five (5) days longer than the teachers' calendar.

11.7.11.2 A department head in secondary schools or athletic director in high school shall be paid a differential in addition to the salary he/she receives as a teacher. This differential shall be five per cent (5%) of Classification III, Rating 12, of the BA+60 column of the K-12 Credentialed Teachers salary schedule. The required days of service shall be five (5) days longer than the teachers' calendar.

CR OK
11.7.4211.1.1 Athletic directors who do not also serve as department heads in high schools and where twelve (12) or more Academic Athletic Association teams are fielded shall receive the differential specified above.

OR OK
11.7.4211.1.2 Department heads who also serve as athletic directors in high schools shall receive the differential specified above for their department head work and the extended day pay rate for their athletic director work.

OK
11.7.11.2.3 For the term of this Agreement, high school counselors shall each be granted fourteen (14) hours per year at their per diem rate of pay for the completion of tasks related to their work. The tasks and time will be determined by the administration in consultation with the counselor.

11.7.4211.3 **Teacher Serving As Principal (TSAP)** — A dean, head counselor, or other unit member serving in place of an absent principal or assistant principal shall receive as additional compensation the following daily amounts:

11.7.4211.3.1 in place of a principal..... ~~\$25.00~~100.00

11.7.4211.3.2 in place of an assistant principal ~~\$15.00~~50.00

11.7.4211.4 Nurses employed by the District shall be remunerated according to Appendix B. No Public Health Nurse employed by the District shall receive a reduction in his/her current salary as a result of the above.

11.7.4211.5 A teacher assigned to work at Log Cabin High School in La Honda shall be entitled to payment of a seven and one-half percent (7.5%) salary differential.

11.7.4211.6 When a member of the bargaining unit is assigned by action of the District to serve more days than the required number of days within the period of the service calendar for his/her division, he/she shall be paid at the *per diem* rate of pay.

11.7.4211.7 An Early Education Department lead teacher serving in place of a Site Administrator/Principal shall be compensated as follows:

11.7.4211.7.1 A differential of seven percent (7%) of Classification IV, Rating 10 of the Full-Time Early Education Department salary schedule for Undergraduate plus 60 – 90 units.

11.7.4211.7.2 Substitute lead teachers shall be paid a stipend of ~~\$20.00~~50.00 for each day that there are three or more hours when either the Site Administrator or Lead Teacher is absent due to illness, vacation, or other approved leave.

11.7.4211.8 **National Board for Professional Teacher Standards (NBPTS)** — A teacher who holds current NBPTS certification shall receive an added annual salary

Date: _____

Time: _____

payment of \$5,000 above regular salary schedule placement, provided that the teacher is teaching in a position for which he or she holds a current California teaching credential.

~~11.7.42~~11.8.1 This payment shall be reported in accordance with STRS requirements and shall appear as a separate item on pay checks.

~~11.7.43~~12 **Nurses, Social Workers and Supervisors of Child Welfare and Attendance** — Nurses, Social Workers and Supervisors of Child Welfare and Attendance shall be assigned to a 184 day work calendar by the District. Said Salary schedule shall reflect per diem pay for the added days of service.

~~11.7.44~~13 **Psychologists and Speech Pathologists** — Psychologists and Speech Pathologists shall be assigned to a 191 day work calendar by the District and shall be placed on the same salary schedule, beginning July 1, 2000. Said salary schedule shall reflect per diem pay for the added days of service.

11.8 Hourly pay

11.8.1 Hourly rates for extended hours, extra-curricular activities, coaching, home bound, driver training and other service shall be increased during this contract by the same percent as the salary increases set forth in salary schedule B.1.

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

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

11.8.4 Rates of Pay. See Appendix B.

~~11.9~~ **Dream School Incentives**

~~11.9.1~~ Mandatory staff development days shall be compensated at the per diem rate. All other required work beyond the work day/work week shall be paid as extended hours per Appendix B.10. (Other Hourly Pay) of this contract.

~~11.9.2~~ The scheduling of staff development days and the staffing and scheduling of Saturday work and other extended hours during the work week shall be pursuant to Section 23.3.7 of this contract.

~~11.409~~ **Payment policy**

~~11.409.1~~ A full-time tenure-track teacher, who is a member of the bargaining unit on an annual salary basis and who has served a complete school year as teacher, shall be paid in twelve (12) equal monthly installments.

~~11.409.2~~ Effective with the 1993-94 school year, a full year TK-12 regular program tenure-track teacher new to the District or a certificated teacher whose leave of absence granted by Board action expired after the close of a spring term and before the opening of a fall term shall be paid in ten (10) monthly warrants with each one equal to 1/12 of his/her annual salary, followed by an eleventh check equivalent to 1/6 of his/her annual salary to be paid during the month of July.

Date: _____

Time: _____

- 11.409.3 A part-time teacher who is a member of the bargaining unit on an annual salary basis shall be paid on the basis of the annual entitlement divided into twelve (12) equal installments.
- 11.409.4 Monthly warrants shall be issued on the last District working day of the month, with the exception that the payment for the month of November shall be issued on the first working day in December of any year, and the payment for the month of December shall be issued on the first working day in January of any year.
- 11.409.5 When a tenure-track teacher serves less than a full school year, the amount to be deducted is as provided in the State Education Code, Section 45041.
- 11.409.6 The “average daily rate” as applied to annual salaries of regularly assigned teachers is determined as provided in the State Education Code, Section 45041. Long-term substitute teachers shall be paid as provided in the State Education Code Section 45041.
- 11.409.7 Any excess salary payment made to a tenure-track teacher during the school year shall be reimbursed to the District according to the following schedule:
 - 11.409.7.1 If the teacher is notified of the excess by November 15th, the repayment shall be completed by the following June 30th.
 - 11.409.7.2 If the teacher is notified of the excess by April 15th, the repayment shall be completed by the following December 31st.
- 11.409.8 Day-to-day substitute teachers shall be paid monthly according to the same schedule as other certificated employees.
- 11.409.9 Electronic Payroll System – All bargaining unit members shall be paid exclusively by electronic means according to the following terms:
 - 11.409.9.1 Bargaining unit members shall be paid through direct deposit to their existing accounts.
 - 11.409.9.2 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.
 - 11.409.9.3 Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through alternate 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.
 - 11.409.9.4 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.
 - 11.409.9.4.1 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.

Date: _____

Time: _____

- 11.409.9.5 Electronic postings of salary deposits and itemized wage statements shall remain accessible to employees for two (2) full years from the date of pay.
- 11.409.9.6 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 Contract Administration Committee (CAC).
- ~~11.10.9.7 The electronic payroll system is intended to be implemented no 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.~~
- ~~11.10.9.8 Any cost savings expected to result from the implementation of Section 11.10.9 and subsequent subsections shall count toward any total reduction in bargaining unit members' expenses sought by the District.~~
- 11.410 **Reimbursement for travel** — Teachers who are assigned and authorized by their supervisors to use their automobiles in the performance of their duties shall be reimbursed at the IRS non-taxable mileage rate in effect on July 1 of each year, except for the teacher's normal commute between his/her home and his/her first/last school. Teachers required to pick up, deliver, or return school related equipment or supplies shall be reimbursed with authorization by the immediate supervisor.

Date: 24 November 2014

For the District:

Carmen [Signature]

For the Union:

Samuel [Signature]

B9- Substitute and hourly rates will be adjusted per 11.2.

Samuel [Signature]
UESF

B.9. Substitute Teachers and Hourly Rates

Class Occupation	Rating	Daily Rate	Hourly Rate
TK-12 Day to Day Substitute			
Subs who do not meet 71 or more assignments in third year per Article 28.13.2.1	HX05	107.94	
1 to 70 Daily Assignments	HX01	136.58	
71 or more Daily Assignments	HX02	165.22	
10 day bonus for consecutive days in the same assignment		25.43	
Speech Language Pathologist Day to Day Substitute			
1 to 70 Daily Assignments	TBD	300.00 350.00	
71 or more Daily Assignments	TBD	350.00 420.00	
Early Education Sites Hourly Subs			
Subs who do not meet 91 or more assignments in third year per Article 28.13.2.1	HC05		14.68
1 to 90 70 Daily Assignments	HC01		19.55
91 71 or more Daily Assignments	HC02		24.42
Other Hourly			
Extended Hours (ECL)	LZ99		29.2698
Extra Curricular Activities	JZ99		28.8884
Coaching (CPY)	JZ99		28.8884
Homebound	KZ99		34.6947
Driver Training	JZ99		28.8884
Summer School Driver Training	MZ99		34.2395
Summer and Saturday School (NGT, SAT, SAH, SAP, SHT)	PZ99		39.5676
Summer School (Speech Language Pathologist)	RZ99		55.0200
EED Pre-K Summer Program	SZ99		30.0000
Log Cabin Summer School (SLC)	QZ99		42.5496
Emergency Class Coverage (sub rate/5) (ECC)			33.1143
Sub Dock Rate District (pre-K – 12)		165.22	
Sub Dock Rate for Early Education School Full-time		139.45	
Sub Dock Rate for Early Education School-age Part-time		79.68	
Permanent Lead Teacher Pay per month (.07 x classification IV, rating 10 – Schedule F6 (LDT))		283.52	

Date: 5-7-14

Time: 1:14 pm

Tentative Agreement

15. Staffing and Assignment

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

15.1 Definitions

- 15.1.1 A transfer, as used in this article, refers to a District action which results in the movement of a tenure-track teacher from one facility to another within the District.
- 15.1.2 A vacancy is any vacated or newly created position for which a probationary teacher may be hired.
- 15.1.3 Reassignment is a subsequent change from grade level in elementary school; and department to department, or at least 50% change in class subjects assigned at the middle school or high school levels. In the case of an itinerant teacher, it is a change in school assignment or additional school assignments. (See Section 29.9.2 for RSP teachers.)
- 15.1.4 A consolidation is an involuntary transfer for the reason that there are more permanent teachers assigned to a site or program than the teacher allocation can support.
- 15.1.5 A "day" shall mean a day in which the District offices are open for business.

15.2 General conditions

- 15.2.1 All teachers employed by the San Francisco Unified School District are district employees, and their initial assignment shall be determined by the District in accordance with law.
- 15.2.2 Probationary teachers shall normally fulfill their full two (2) year probationary period in the same assignment.
- 15.2.3 Any Consolidated teachers and any Group A RFL teachers may participate in the staffing procedure and are guaranteed placement in a position for which they hold a current credential or authorization (hereafter "credentials" includes appropriate authorizations). Consolidated teachers shall have priority over all other groups. Group A RFL shall have priority over voluntary transfer applicants and Group B RFL. There is no priority ranking between voluntary transfer applicants and Group B RFL.
- 15.2.4 **Declaration of Resignation**
On or before March 1 certificated staff members shall declare their binding intent to resign effective the start of the following school year to qualify for the benefits under this section. Teachers separating who meet the March 1 deadline will receive benefits per Article 12 Fringe Benefits through August 31st. Benefits will terminate at the close of the fiscal year for those teachers who did not meet the March 1st deadline and who do not return the following year.

Date: _____

Time: _____

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. 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 at least seven (7) calendar days, not including Spring Break or holidays. 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

Date: _____

Time: _____

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** — Vacancies occurring outside the regular staffing cycle shall be posted for seven (7) calendar days. 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.

15.3.5 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 **Involuntary transfers**

15.4.1 Involuntary transfers shall not be punitive in nature and shall be based on legitimate, educationally-related needs of the District.

15.4.2 Selection of tenure-track teachers to be consolidated shall be based on District seniority, credentials, and qualifications.

15.4.3 Teachers designated to be consolidated shall have the right to indicate preferences from the list of all anticipated openings as indicated in Section 15.3.3. or subsequent

Date: _____

Time: _____

openings. The time limits of Section 15.3.4 shall be waived when appropriate to permit such teachers to interview for open positions in lieu of involuntary transfer, *e.g.*, when the District does not notify the teacher until after the deadlines in this section. In filling openings, such teachers shall be given priority over teachers seeking voluntary transfer and over new hires.

- 15.4.4 No teacher shall be involuntarily transferred two (2) consecutive years without the existence of special circumstances equivalent to school closure or elimination of program.
- 15.4.5 A teacher shall not be consolidated if there is a qualified volunteer available.
- 15.4.6 A teacher to be consolidated shall be given reasons in writing. These reasons shall include the names of all less-senior teachers being retained whose programs the teacher being consolidated is credentialed to teach and a description of the program need the retained teacher meets. Upon request, the UBC shall receive copies of this information.
- 15.4.7 Teachers shall be provided one (1) day released time, upon request, for preparation, prior to the effective date of the involuntary transfer when the transfer is made during the school year.
- 15.4.8 A teacher who is consolidated shall be given written notice (which may include e-mail) of and priority for the next open position for which the teacher is qualified at the school from which he/she was transferred for a period of one year. If a position opens no later than the time of determining the final staff allocation for the next school year at the school from which the teacher was transferred at the end of the previous school year, the teacher who was consolidated shall be returned.
- 15.4.9 The District shall make good faith efforts to transfer teachers resulting from school closure to the school or schools where the students are assigned as a result of school closure except where qualifications require a different result.

15.5 Consolidated Teachers' Placement Process

If consolidations are necessary for the following school year, the District and the Union will hold a Consolidated Teachers' Placement event during the internal preference period, subject to the following conditions:

- Participation in the Consolidated Teachers' Placement Event is voluntary for all consolidated teachers.
- A placement event shall have individual and small group interactive sessions for teachers and administrators. An administrative representative shall attend and participate in this event from any site at which open positions exist. If an administrative representative from a site is not available, a central office administrator may attend and participate in the event on behalf of the site.
- A teacher shall interact with as many site representatives as he or she wishes and may request an acceptance card from any number of them.
- A principal, administrative representative or central office administrator shall indicate acceptance of as many teachers as he or she wishes.

Date: _____

Time: _____

- A teacher may use an acceptance card that matches any available position for which he or she is qualified.
- If more than one teacher receives an acceptance card for a particular position, the more senior teacher shall be granted the position.
 - If no principal, administrative representative or central office administrator attends the placement event on behalf of a site with open positions, the most senior applicant will be granted the position. If a less senior applicant is granted the position, this matter may be appealed in writing directly to the Superintendent. The Superintendent shall respond in writing within fourteen (14) workdays.
- Teachers who do not participate in the process or are not placed at any site will be placed according to Article 15.4.

If consolidations are necessary as a result of the 10-Day count at the start of the school year, teachers will be placed according to Article 15.4.

15.5.1 District Administrators who are tenured and laid off or not renewed for administrative positions shall be considered consolidated teachers for placement into teaching positions, provided that the administrator was a unit member.

15.6 Hard-to-Staff Schools and Hard-to-Fill Subjects

15.6.1 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.

15.6.2 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.

15.7 Hard-to-Staff Schools and Hard-to-Fill Subjects – Staffing Process

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

15.7.2 All qualified certificated staff shall be eligible to apply and may be interviewed in accordance with Section 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.

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

15.7.4.1 Vacancies may be filled by new hires in accordance with Section 15.3.2.

15.8 **Reassignments** — In the event that program needs necessitate a reassignment of a tenure-track teacher, volunteers shall be sought and considered from among the teachers at that school who have the requisite credentials and meet the necessary qualifications. If no

Date: _____

Time: _____

volunteer is selected the administration shall make the necessary reassignment based on District seniority, credentials, qualifications, and special skills.

- 15.9 **Teacher exchange program** — Any two (2) tenure-track teachers at different sites may request to exchange positions for a school year. Such requests shall have the approval of the site administrators of the two (2) sites involved and shall be made in writing to the Chief Administrative Officer.

15.10 Support Services

- 15.10.1 As used in this section (Section 15.10), unit members in Support Services include the following:

School District Nurse

Certificated Learning Support Professional

School Psychologist

Certificated Wellness Coordinator

Certificated Health Outreach Worker

Autism Behavior Analyst

Board Certified Behavior Analyst (credentialed)

Social Worker

Speech and Language Pathologist

- 15.10.2 Unit members in Support Services shall be assigned to a site or sites. These unit members can be reassigned to a different site(s) only for the following reason(s);

15.10.2.1 Change in caseload or student enrollment; or

15.10.2.2 Change in funding stream(s) or allocations; or

15.10.2.3 To comply with required qualifications and/or applicable federal or state law or grant requirements; or

15.10.2.4 Program need including credentials and qualifications, experience and preferred skills as contained in the job posting.

15.10.2.5 Seniority shall pertain when two (2) or more unit members have similar credentials and qualifications.

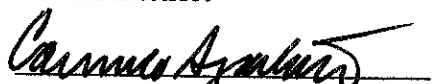
- 15.10.3 The parties shall form a joint labor-management committee to discuss a policy on the reassignment of unit members in Support Services.

Date: _____

Time: _____

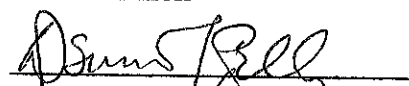
- 15.10.4 Unit members in Support Services shall have the right to indicate their preference for an assignment for the following school year on an assignment preference form to be distributed by May 1st prior to each school year. The form shall provide unit members the opportunity to express their preference(s) to remain at their current site(s) or request an assignment to another site. The assigning supervisor shall determine the assignment of his or her staff.
- 15.10.4.1 Reassignments shall be considered consecutive unless interrupted by an assignment of the unit member's choice as recorded on the assignment preference form.
- 15.10.4.2 If this form is not filed, it shall be deemed to be a request by the unit member to remain at the current site.
- 15.10.5 Open positions shall be posted on the district website, at a minimum, on the 1st and 15th of each month.

For the District


Carmelo Sgarlato

5/7/14
Date

For the Union


Dennis Kelly

7 May 2014
Date

Date: 6-9-14

Time: 2:26 PM

TENTATIVE AGREEMENT

21. Student Discipline

21.1 Student discipline

21.1.1 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.

21.2 District support and assistance

21.2.1 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.

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

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

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

21.2.2.3 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.

21.2.3 Within the first 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 of 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~~ and (b) behavior strategies in support of a positive productive approach to school-wide intervention, such as positive behavior intervention and support. This review will cover student discipline policies and procedures that will be applied for the current school year at each site.

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

21.2.5 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.

Date: _____

Time: _____

21.3 Student suspension by teacher

21.3.1 A teacher may suspend any pupil from his or her class for the remainder of the day of the suspension and the day following the suspension for disruption of school activities or willful denial of the valid authority of teachers or other school personnel. The teacher shall be entitled to receive, prior to or upon return of the pupil to the classroom, an oral or written report describing the corrective action(s) taken, if any.

21.3.2 The teacher may also suspend pupil(s) who:

21.3.2.1 caused, attempted to cause, or threatened to cause physical injury to another person; or

21.3.2.2 possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any such object, the pupil had obtained written permission from a certificated school employee, which was concurred in by the principal or the designee of the principal; or

21.3.2.3 unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind; or

21.3.2.4 unlawfully offered or arranged or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material in lieu of the controlled substance, alcoholic beverage, or intoxicant; or

21.3.2.5 committed robbery or extortion; or

21.3.2.6 caused or attempted to cause damage to school property or private property; or

21.3.2.7 stole or attempted to steal school property or private property; or

21.3.2.8 possessed or used tobacco; or

21.3.2.9 committed an obscene act or engaged in habitual profanity or vulgarity; or

21.3.2.10 unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11364 of the Health and Safety Code; or

21.3.2.11 knowingly received stolen school property or private property; or

21.3.2.12 committed sexual harassment (as defined by SFUSD Board of Education Policy).

21.3.3 The actions stated above may occur at any time or place related to school attendance or school.

21.3.4 No pupil shall be suspended or expelled for any of the acts enumerated unless such act is related to school activity or school attendance.

21.3.5 The teacher shall immediately inform the pupil what the pupil is accused of doing and what the basis of the accusation is. The pupil must be given an opportunity to explain the pupil's version of the facts.

Date: _____

Time: _____

- 21.3.6 The teacher shall immediately report the action to the principal or the principal's designee and send the pupil to the principal or the principal's designee for appropriate action.
- 21.3.7 As soon as possible, the teacher shall ask the pupil's parent/guardian to attend a parent-teacher conference regarding the suspension. A school counselor or psychologist shall attend the conference whenever practicable. A school administrator shall attend the conference if the teacher or the parent/guardian so requests.
- 21.3.8 No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at such conference.
- 21.3.9 The pupil shall not be returned to the class from which he or she was suspended during the period of the suspension, without the concurrence of the teacher of the class and the principal or the principal's designee.
- 21.3.10 A pupil suspended from a class shall not be placed in another regularly scheduled class during the period of suspension. If a pupil is assigned to more than one class per day the suspension shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 21.3.11 A teacher may also report a pupil to the principal or the principal's designee for consideration of suspension from school for any of the acts set forth above.
- 21.4 In addition to a suspension imposed by the teacher as provided in Section 21.3 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.
- 21.5 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.
- 21.6 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.
- 21.7 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 control of the pupil.
- 21.8 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 teachers and others.

Date: _____

Time: _____

21.9 Informing Bargaining Unit Member

21.9.1 A bargaining unit member who is assigned a student known to have a documented history of behavior described in section 21.3.2 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.

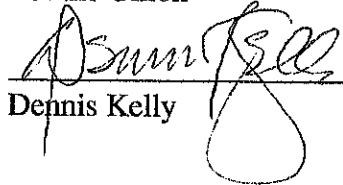
21.10 Safe and Supportive Community Committee – In an effort to implement the Board approved Safe and Supportive Schools Policy resolution, the District and the Union shall work with the existing committee of UESF representatives and District Pupil Services personnel to present recommended revisions to district policies regarding timing of implementation and implications for staffing and support to schools. The District and the Union shall form a committee of equal representation to receive the committee's revisions and recommend appropriate contractual changes, if any, for negotiations.

For the District


Carmelo Sgarlato

6-9-14
Date

For the Union


Dennis Kelly

9 June 2014
Date

TENTATIVE AGREEMENT

22. Pre-Retirement/Early Retirement Program

22.1 Qualifications

22.1.1 Pursuant to Education Code Sections 22713 and 44922, permanent teachers who are members of STRS may be granted permission by the Board of Education to reduce their workload from full-time to part-time, except that part-time shall be equal to not less than one-half of a full-time workload, and maintain full-time status for retirement purposes if they meet the following requirements.

22.1.1.1 Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through that year.

22.1.1.2 Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment. Approved leaves of absence shall not constitute a break in service but time spent on approved leave shall not be counted for purposes of this provision

22.1.2 Limitations

22.1.2.1 Individual participation in the program is limited to a period of ten (10) years.

22.1.2.2 The option of half-time employment may be exercised only at the request of the teacher and can be revoked only under unusual circumstances and with the mutual consent of the District and the teacher.

22.1.2.3 The agreement or contract for one-half time service shall be executed by the teacher and District, in writing, prior to the period of reduced service, at the beginning of the school year, or before the beginning of the second half of the school year.

22.1.2.4 At the end of the ten (10) year period or age sixty-five (65), whichever occurs first, the participant agrees to resign or retire. In cases of unusual and financially pressing circumstances, upon the request of the teacher and by mutual agreement, the agreement to resign may be revoked and the teacher returned to full-time employment.

22.1.3 **Definitions** — Half-time for the purpose of this policy shall be the equivalent of one-half of the number of days of service per year required by the teacher's last full-time contract employment. The days of service required may be satisfied by working full-time for one-half of the year or half-time for the full year.

22.1.4 **Salary** — The teacher's half-time salary shall be one-half of his/her salary had he/she remained a full-time teacher. Teachers participating in the program shall advance on the salary schedule in the same manner as if they had been working full-time.

22.1.5 **Benefits** — The participating teacher's health and welfare benefits shall remain the same as received by a full-time teacher. The teacher shall be granted full day sick leave credits even though working half-time and shall be deducted a full day sick leave for any half-day sick leave absence.

22.1.6 **Retirement** — Participating teachers and the District shall contribute to STRS as if the teachers were full-time.

22.1.7 A teacher who is interested in participating in the program shall notify the Human Resources Department no later than March 15th. The Human Resources Department shall schedule a

meeting with each teacher on or before April 30th, to discuss a mutually agreeable program for the teacher.

22.2 Early Retirement Program

22.2.1 **Application** — In order to be considered for the Early Retirement Incentive Program (ERIP) application shall be filed no later than March 15th of the year for which application was made. The Union and District may mutually agree to extend this deadline.

22.2.2 **Eligibility** — Permanent teachers deciding to participate in this program shall:

22.2.2.1 be at least fifty-five (55) years old; and

22.2.2.2 have been employed by the District for at least ten (10) years. Approved leaves of absence shall not constitute a break in service.

22.2.3 **Implementation** — Teachers participating in this program shall be designated as consultants and shall enter into written agreement with the District. The ERIP agreement shall be a one-year contract which is renewable on an annual basis at the request of the consultant for up to three (3) years or until the end of the school year in which the participating teacher reaches age sixty-five (65), whichever comes first. With the specific and prior approval of the District, the years of service need not be consecutive.

22.2.4 **Resignation** — Teachers entering into this program must submit a written resignation and have it accepted by the District prior to entering this program. The resignation is contingent upon the acceptance by the District of the teacher's participation in an Early Retirement Incentive Program. In cases of unusual and financially pressing circumstances, upon request of the teacher and by mutual agreement, the agreement to resign may be revoked and the teacher returned to full-time employment.

22.2.5 Current ERIP contracts for retirees shall continue unchanged until their scheduled expiration;

22.2.6 Under the revisions described herein, a maximum of \$150,000/year shall be allocated for ERIP consultancies;

22.2.7 The rate of per diem pay for said consultancies shall be \$200;

22.2.8 The maximum amount of any consultancy shall not exceed the statutory provisions;

22.2.9 The District shall annually determine the number, duration, timing and purpose of the consultancies to be offered in consultation with the Union; and

22.2.10 Preference for available consultancies shall be given to qualified applicants and first year retirees.

22.3 **Benefits** — The participating teachers shall continue to be provided health plan benefits. Teachers in the ERIP may continue welfare benefits in addition to the health plan benefits. The expenses for such benefits shall be borne by the teacher. Arrangements for payments shall be made with the various carriers.

22.4 Retiree Health Benefits

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

- This provision shall not be applicable to employees who retire on or before June 30, 2006.
- 22.4.2 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.
- 22.4.3 Final consecutive years of service shall include approved paid leaves of absence. Unpaid leaves and separation from employment due to reduction in force shall not constitute a break in service but shall not be counted in the 20 year requirement. Sabbatical leaves and time worked as a 5-3/4 hour/day or as a 3-1/4 hour/day Early Education Department teacher shall be counted as full time service. Final consecutive years of service shall also include district service both as a classified and as a certificated employee. For the purposes of this article the unit member's date of hire as a classified employee shall be the effective date when determining whether section 22.4.1 or section 22.4.2 is applicable.
- 22.4.4 Vesting shall be deemed achieved for purposes of this article so long as the unit member achieved vesting as a member of the United Support Personnel bargaining unit.
- 22.5 **Retirement Incentive Stipend**
- 22.5.1 Any certificated bargaining unit member who notifies the District's Human Resources Department no later than 5:00 p.m. ~~March~~ February 1 of his or her plan to retire on or before June 30 shall receive a ~~\$600~~ \$1,000 retirement stipend. Any certificated bargaining unit member who notifies the District's Human Resources Department no later than 5:00 p.m. March 1 of his or her plan to retire on or before June 30 shall receive a \$500 retirement stipend. The stipend shall be paid on or before July 15 following the retirement of the unit member.
- 22.6 UESF and District will co-sponsor a recognition event honoring the contributions of retiring employees.

FOR THE UNION:

Susan Solomon 4/22/14
Susan Solomon Date

FOR THE DISTRICT:

Carmelo Sgarlato 4/22/14
Carmelo Sgarlato Date

Date: 24 November 2014

Time: 12:30

25. Early Education Department

25.1 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 this department as integral parts of the District.

25.1.1 The District and the Union share the goal of building a program that offers a full range of educational experiences to the children in Early Education Department. It is the parties' intent to improve the program for students.

25.1.2 The parties shall also work together to obtain additional revenue.

25.2 Full-time (1.0 FTE) Early Education Department teachers shall be assigned to a 191 day work calendar, at 7.5 hours/day 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 preparation and planning time. At least one and a half (1.5) of these hours per week shall be directed by the teacher for preparation time. Up to ~~one (1)~~ hour per week shall be directed for planning time.

DK

two (2)

one-half (1/2) DK

25.2.1 On a school year basis only, teachers shall be assigned to a specific age group and a consistent daily schedule.

25.2.2 Infant and Toddler Teachers

25.2.2.1 Full-time (1.0 FTE) infant and toddler teachers shall be assigned to a 219 day work calendar, at 7.5 hours/day not including a duty-free lunch. Two of the 219 days (or 15 hours) shall be designated for professional development.

25.3 Each school shall be staffed to meet the ratios established by the California Department of Education and/or Community Care Licensing.

25.4 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 B.10.

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

25.5 Part-time School-age Teachers

25.5.1 Part-time school-age teachers serving in positions 3 1/4 hour (.5652 FTE) or longer 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.

Date: _____

Time: _____

- 25.5.2 Part-time school-age teachers shall have priority for full-time positions (see priority table in Section 25.45) 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.
- 25.5.3 Part-time school-age teachers shall be paid at their per diem rate for summer school work.
- 25.5.4 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 Administrator 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 Administrator of said representation.
- 25.6 Compensatory time**
- 25.6.1 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 released to their families, another teacher, or a responsible authority. Compensatory time shall be provided to teachers for time spent beyond the workday necessitated by late pickup of children. The teacher and the site administrator/principal shall mutually agree on the dates and hours that compensatory time is to be taken. Within the first twenty (20) work days of the work year, site administrators/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.
- 25.6.2 Part-time teachers shall be provided compensatory time in accordance with Section 25.6.1, when necessary, in order to permit attendance at faculty meetings.
- 25.7 Site office telephones shall be accessible to teachers for school related purposes at all times that teachers are required to be on site.
- 25.8 No regular Transitional K (TK)-12 teacher shall be involuntarily transferred into the Early Education Department.
- 25.9 No regular Early Education Department teachers shall be involuntarily transferred into the TK-12 program.
- 25.10 Substitute hours**
- 25.10.1 The District shall make every good faith effort to provide substitutes for all absent teachers.
- 25.10.2 A lead teacher, or back-up lead teacher, substituting for an absent site administrator/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.

SFUSD Counterproposal to UESF Certificated Art.

Date: _____

Time: _____

25.10.3 Additional hours to fill absences or temporary vacancies — part-time school-age teachers

25.10.3.1 At the beginning of the academic year, site administrators/principals shall conduct a survey of staff to determine interest in filling absences or temporary vacancies.

25.10.3.2 The roster of site staff shall be posted at each site within 20 days of the start of school.

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

25.11 Extended Hours

25.11.1 The extended hours rate (Salary Schedule B.10) shall be paid for parent/teacher conference weeks, winter and spring recesses, and early release days for school-age students. The classroom teacher shall have priority to work these extended hours in his/her class.

25.12 Lead teacher

25.12.1 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 11.7.12.7.

25.12.2 This procedure is to be used at all sites. All lead teachers and back-up lead teachers (or teachers-in-charge) shall earn the differential pursuant to Article 11.7.

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

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

25.12.5 The site administrator/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.

25.12.6 The site administrator/principal will then make a selection and notify all interested teachers.

25.13 ~~Winter Recesses~~ —The Union and District agree that the Early Education Department may, without reducing FTE, provide reduced student service locations during ~~the~~ winter and spring recess periods.

25.14 Medication

25.14.1 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.

SFUSD Counterproposal to UESF Certificated Art.

Date: _____

Time: _____

25.14.1.1 The District shall indemnify and hold harmless, in accordance with applicable Government Code sections, any unit member who performs health care services.

25.15 **Home Visits**

25.15.1 Home visits shall only be performed under the following circumstances:

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

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

25.15.1.3 A unit member may request accompaniment by another authorized individual for a home visit. The district 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.

25.15.2 Effective with the ratification of the agreement, EED staff shall be notified of state or federal requirements for home visits prior to any regulatory requirement to perform them.

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

25.15.4 Personnel records that are required by Community Care Licensing for licensing purposes, shall be maintained securely and locked at the EED sites 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.

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

SFUSD Counterproposal to UESF Certificated Art.

Date: _____

Time: _____

B.9a. Early Education Department Infant/Toddler Teachers (prior to raises for 2014-17 contract.)

OK
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Class Occupation	Years of Service	219 Days Work Year
Salary Schedule IV T1 Requirements For Placement Undergraduate 60 to 90 Units	1	45,299
	2	47,379
	3	49,455
	4	51,532
	5	53,608
	6	55,688
	7	57,766
	8	59,840
	9	61,916

Salary Schedule T2 Requirements For Placement Undergraduate 91+ Units	1	46,218
	2	48,297
	3	50,373
	4	52,448
	5	54,528
	6	56,609
	7	58,684
	8	60,762
	9	62,837

Salary Schedule T3 Requirements For Placement BA	1	47,158
	2	49,241
	3	51,327
	4	53,415
	5	55,500
	6	57,587
	7	59,673
	8	61,761
	9	63,847
	10	65,930
	11	68,020
	12	70,104
	13	72,190
Career Increment	14	74,275
	15	74,275

SFUSD Counterproposal to UESF Certificated Art.

Date: _____

Time: _____

A	16	74,275
Career	17	76,362
Increment	18	76,362
B	19	76,362

B.9b. Early Education Department Infant/Toddler Teacher

Class Occupation	Years of Service	219 Days Work Year
Career	20	78,448
Increment	21	78,448
C	22	78,448
Career	23	80,536
Increment	24	80,536
D	25	80,536
Career	26	82,620
Increment	27	82,620
E	28	82,620

Date: 24 November 2014

For the District:

Carmen Aguilar

For the Union:

Keith Patrick
Keith Patrick

Date: 24 November 2014

Time: 12:30

TENTATIVE AGREEMENT

26. Day-to-Day Substitute Teachers

26.1 Hours of employment

- 26.1.1 A substitute teacher shall report to a school site at the same time a regularly assigned teacher is required to report provided that the substitute teacher is given timely notification.
- 26.1.2 With the permission of the principal or his/her designee a substitute teacher not returning to the school the next day may leave the school site immediately upon the dismissal of the students in his/her classes.
- 26.1.3 A substitute teacher in the Early Education Department shall be paid for time served beyond eight (8) hours when the service is required and directed by the site administrator.
- 26.1.4 A substitute teaching assignment at an Early Education Department site shall be for no less than three and one-half (3.5) hours.
- 26.1.5 A substitute teacher working in the Early Education Department shall not be required to remain with the children after 6:00 P.M. unless no regular staff member is available to close the Center for the day. In that case the substitute teacher will call the Site administrator, who will arrange to have the substitute teacher relieved as soon as possible.
- 26.1.6 Within the work day, a substitute teacher assigned to teach in high school or middle school shall have a duty-free preparation period equal in length to a teaching period. Preparation time shall be expended at the assigned work site except as provided for in Section 26.1.2.
- 26.1.7 A substitute teacher shall not be required to perform a field-trip assignment unless informed of the assignment and the availability of others to assist in supervision before accepting the assignment. Authorized and approved field trips are covered by District liability insurance.
- 26.1.8 A substitute teacher working at least a half day assignment shall be provided a duty-free lunch period, equivalent in length to the lunch period of the teacher's students, exclusive of passing periods, or thirty (30) consecutive minutes, whichever is longer.
- 26.1.9 A substitute teaching assignment at McAuley Adolescent Care Unit or successor shall be for not less than four (4) hours.

26.2 Daily working conditions

- 26.2.1 A substitute teacher shall be provided the lesson plans, seating charts, uniform school site schedules, emergency procedures, and any other essential material at each site, including, but not limited to, names and extension phone numbers of personnel on site.

Date: _____

Time: _____

- 26.2.2 Each site shall provide each substitute teacher keys to classrooms(s), restrooms and elevators and other appropriate technology where it is available (e.g. computers). Substitute teacher time sheets will not be signed and returned to the teacher without the return of said keys. Each site shall have a sign-in/sign-out sheet for keys and a key drop-off box.
- 26.2.3 A substitute teacher shall be assigned the duties which would have been the routine responsibility of the permanent teacher for whom the substitute teacher is teaching. Before-school yard duty on the first day of an assignment will not be required in order to give the substitute teacher time to prepare for classes.
- 26.2.4 A substitute teacher shall not be required to attend faculty meetings unless so directed by the principal or site administrator and provided that the substitute teacher is returning the following day for the same assignment.
- 26.2.5 Assigning of report card grades in TK-12 or carrying out formal assessment of children in EED shall not be required of a substitute teacher before the substitute teacher has served at least twenty five (25) days with the class to be graded.
- 26.2.6 At the end of the assignment a substitute teacher shall prepare a report in writing including the following: a report on what was accomplished in class, a description of problems that occurred and the resolutions of the problems, a lesson plan for the next day and other information that may be required by the principal or site administrator.
- 26.2.7 A substitute teacher shall to the best of his/her professional abilities teach the lessons scheduled for the classes to which he/she has been assigned, correct classroom assignments and homework received as time permits and perform other duties properly assigned by the principal or site administrator.
- 26.2.8 **Medical services** — No substitute teacher, except qualified public health nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.
- 26.2.9 In accordance with Education Code section 49001, a substitute 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 control of the pupil.
- 26.2.10 A substitute 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 teachers and others.
- 26.3 **Daily assignment procedures**
- 26.3.1 **Substitute Committee** — In an effort to improve communication and collaborative problem solving, the District and the Union shall establish a committee of substitute teachers to meet with District representatives on a monthly basis. The Substitute Committee shall meet to establish a mutually agreeable evaluation procedure for substitutes and recommend a procedure to the parties for inclusion in the contract. The recommendations shall address procedure and criteria, not content.

Date: _____

Time: _____

26.3.2 A substitute teacher shall have the right without penalty to declare time(s) and/or days during which he/she is unavailable for work.

Date: _____

Time: _____

26.3.3 Substitute teachers will not be penalized for refusing any assignments but shall be expected to complete no fewer than 36 assignments per ~~school~~-fiscal year and no fewer than 12 assignments per semester in order to maintain active status. The foregoing requirements shall not apply to classified unit members who serve as substitute teachers in the Early Education Department. Substitutes who complete 36 assignments in the fall semester shall be deemed to have met the requirement to remain in active status for the current year and the following year. Assignments include summer school. Substitutes not completing the required number of assignments both per semester and per year may submit a letter to the Human Resources supervisor of substitutes requesting a continuation of active status and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than 15 work days following the receipt of the request.

26.3.3.1 Retired teacher substitutes will not be penalized for refusing any assignments but shall be expected to complete no fewer than ten (10) assignments per fiscal year. Assignments include summer school. Substitutes not completing the required number of assignments may submit a letter to the Human Resources supervisor of substitutes requesting a continuation of active status and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than 15 work days following the receipt of the request.

26.3.4 Whenever possible, substitute teachers will be notified of an assignment at least one and one-half (1.5) hours before the starting time of the assigned school. No substitute teacher shall be penalized for reporting late if he/she were not called at least 1 and one-half (1.5) hours before the start of said assignment.

26.3.5 A substitute teacher shall be able to scan available job assignments whether he/she calls in or is called by the system.

26.3.6 Whenever possible, a substitute teacher's preference of school assignment will be honored.

26.3.7 A core or QTEA substitute who is unable to work at any time shall make himself/herself unavailable for an assignment through the Smartfinder system. This shall also apply to all other substitutes who are unable to work for five (5) or more consecutive workdays.

26.3.8 Appointment to substitute positions shall be made in compliance with Education Code sections 44956 and 44957, when applicable, thereby requiring laid off teachers to be appointed to Substitute positions by seniority.

26.4 Substitute teachers who meet the following criteria shall be given priority assignment for jobs assigned by the substitute teacher office:

26.4.1 300 or more days in the last five years of substitute teacher service as defined in Section 3.11, or a combination of substitute, Emergency teacher or Temporary teaching service; and

26.4.2 credential authorizing service for the position; and

Date: _____

Time: _____

- 26.4.3 no unsatisfactory evaluation; and
- 26.4.4 the teacher has appropriate qualifications; and
- 26.4.5 a written statement on file with the Human Resources Department stating his/her desire to be placed on the list.
- 26.4.5.1 The District will make a good faith effort to establish priority status within thirty (30) calendar days following the beginning of the school year and the substitute management system will be appropriately programmed.
- 26.4.6 Whenever possible, substitute teachers shall be assigned to teach in the field(s) for which they hold credentials.
- 26.4.7 When substitute teachers are sent by the School District in error to a school, the substitute teacher will be assigned equivalent teaching duties at that school or a nearby school. Full salary will be paid for this service.
- 26.4.8 During the course of any school year substitutes working 24 or more days in the previous two months with no unsatisfactory evaluations shall achieve priority status for the remainder of that school year.
- 26.5 **Employee travel**
- 26.5.1 Upon being offered an assignment involving travel between two (2) or more work sites, a substitute teacher will be informed of the travel requirements.
- 26.5.2 The travel reimbursement for the substitute teacher shall be at the same rate as that of the teacher being replaced.
- 26.5.3 A substitute teacher who is required to travel pursuant to the above shall be provided the same preparation period, lunch and relief time as provided for the teacher being replaced.
- 26.5.4 A substitute teacher shall have the right to use school parking lots on the same basis as the teacher being replaced.
- 26.5.5 A substitute teacher assigned to work at Log Cabin High School in La Honda shall be entitled to mileage and payment of a seven and one-half percent (7.5%) salary differential.
- 26.6 **In-service education**
- 26.6.1 All District in-service workshops will be open to substitute teachers on a space available basis.
- 26.6.2 One day of paid in-service shall be offered each school year specifically designed to meet the needs of day-to-day substitute teachers new to or recently employed by the District. This in-service shall be offered on the first regular district staff development day of each school year. The Union and the District shall agree on procedures for implementation of this article.
- 26.7 **Core Substitutes**
- 26.7.1 ~~Appointment to Core Substitute positions shall be made in compliance with Education Code sections 44956 and 44957, when applicable, thereby requiring laid off teachers to be appointed to Core Substitute positions by seniority.~~

Date: _____

Time: _____

26.7.21 As soon as administratively feasible after the start of the Fall semester, but in no case later than fifteen (15) days of the start of the school year, the District shall ~~identify~~ notify and establish a core of fifteen (15) the remaining core substitutes to serve in positions full-time non-tenure track temporary teachers to serve in positions as designated by the District, retroactive to the beginning of the school year. The ~~reduction core substitute position shall be eliminated of the Core from 15 to 10 shall be through attrition.~~

~~26.7.2.1 Appointment to these positions shall be based upon application and seniority ranking within the 300 Day Priority List as described in Section 26.4.~~

~~26.7.2.2.1 Said Core Substitute substitute teachers shall be paid in accordance with Article 11, Salaries, Increments, and Classification Changes of this agreement.~~

~~26.7.2.3.2 Core substituteSubstitute teachers shall receive benefits in accordance with the Article 12, Fringe Benefits, of this agreement.~~

~~26.7.2.4.3 Core substitutes shall have priority consideration (i.e. the right to an interview before the position is filled) for vacancies that occur during the course of the academic school year.~~

~~26.7.2.5 Once the initial cadre of Core Substitutes has been hired, vacancies in the Core Substitute corps/list shall be filled as soon as administratively feasible. These appointments shall not be retroactive.~~

26.7.1.4 Core substitute teachers shall receive retiree health benefits if they retire during the term of this Contract (on or before June 30, 2017) in accordance with section 22.4, Retiree Health Benefits, of this agreement.

26.7.32 Up to five additional (beyond those established by this article) temporary core substitute positions may be created and filled by teachers who lack the requisite credentials or authorizations as required by the California Commission on Teacher Credentialing.

26.7.3.2.1 These teachers shall maintain all consolidation rights they held prior to serving as a core substitute and

26.7.3.2.2 The Union and the District may agree to increase any number of temporary additional core substitute positions.

26.8 Classification as a Forty-Day substitute

26.8.1 Substitute teachers serving more than forty (40) consecutive days in the same position with no more than two (2) authorized absences shall be classified as Forty-Day substitutes for the semester. See Article 3.11.3.

26.8.2 If the regularly assigned teacher returns prior to the end of the semester, the substitute teacher will retain his/her Forty-Day status to the end of the semester and shall serve in positions as assigned by the District.

26.8.3 If the days referred to in Section 26.8.1 span the Fall and Spring semester, the substitute teacher shall be classified as a Forty-Day substitute retroactive from the

Date: _____

Time: _____

first day in the assignment to the end of the Spring semester with the provisions of Section 26.8.2 applying.

26.8.4 Substitute teachers with regular credentials assigned to positions where it is known or it can be reasonably assumed that the regularly assigned teacher will not return or no specially credentialed teacher (such as bilingual and/or special education credentials) can be found, shall be classified as Forty-Day substitutes on the first day of assignment, except when there are forty (40) or fewer days remaining in the school year.

26.8.4.1 If the regularly assigned teacher returns or teachers with the required special credentials become available, the substitute shall retain his/her Forty-Day status to the end of the semester and shall serve in positions as assigned by the District.

26.9 Cases of alleged child abuse

26.9.1 In cases of alleged child abuse the substitute teacher shall be made aware that a report has been filed as soon as possible.

26.9.1.1 The District shall not wait for the conclusion of the police investigation before beginning its own review.

26.9.1.2 The District shall advise the substitute teacher of his/her employment status within three (3) working days of receiving written notification from the appropriate law enforcement agency.

26.10 The District shall provide and distribute handbooks to each substitute teacher. The Union shall have the right to provide input to the development of the handbook.

26.11 **Salary rates** — See Appendix B.

26.12 Health Benefits

26.12.1 Substitute teachers who have rendered a minimum of ~~one hundred~~ sixty (60) days (~~160~~) of service for the year immediately preceding the year of eligibility shall be eligible for QTEA substitute teacher status with District provided employee-only health and dental benefits.

26.12.1.1 The District shall allocate 40 substitute teacher positions that are eligible for this benefit provision. Eighty-five thousand dollars (\$85,000) shall be used for this purpose and additional funding shall be provided through QTEA revenues. All QTEA substitutes shall be assigned to hard-to-staff schools. On any day that no hard-to-staff school assignment is available for a QTEA substitute, that QTEA substitute may select a substitute assignment at a non-hard-to-staff school for that day.

26.12.1.2 A day of service, as used herein to determine eligibility, shall mean any day of assigned substitute service of more than four (4) hours.

26.12.2 To maintain eligibility, qualifying QTEA substitute teachers shall meet the following criteria:

Date: _____

Time: _____

- 26.12.2.1 During the first semester of District provided benefits, the substitute teacher shall average at least 16 days of service per month for the months of September and; ~~October, and November.~~
- 26.12.2.2 To maintain eligibility during the second semester of District provided benefits, the substitute shall average at least sixteen (16) days of service per month for the months of March, April and May.
- 26.12.2.3 Failure to achieve the average days of service specified in Sections 26.11.2.1 and 26.11.2.2 above shall result in the automatic cancellation of District premium payments at the end of each three month period in which said average is not achieved, or at the end of any month in which the number of cumulative days served would preclude achievement of the average days specified for the three month period.
- 26.12.2.4 Failure to achieve a minimum of seventy-one (71) days of service during the first semester shall result in the automatic cancellation of District premium payments at the end of January.
- 26.12.2.5 Failure to achieve a minimum of one hundred-sixty (160) days of service for the school year shall result in the automatic cancellation of District premium payments at the end of June.
- 26.12.2.6 Different assignments rendered on the same day of service shall be counted as one (1) day of substitute service.
- 26.12.2.7 For the first year of entry into this program, the substitute teacher's coverage shall begin on October 1st.
- 26.12.2.8 A retired District employee who already receives a District paid medical insurance contribution and who works as a substitute teacher shall not be eligible for the coverage described herein.

~~26.13 Substitute pay Rates~~

- ~~26.13.1 The substitute pay levels are included on Salary Schedule B.10.~~
- ~~26.13.2 Substitutes who move to Level 2 (HX02 or HC02) during one school year shall be paid at Level 2 retroactively to the beginning of the school year. Levels shall be set on an annual basis with each substitute returning to Level 1 (HX01 or HC01) at the beginning of each new school year. (Note: We will be moving this Art. 11.)~~
- ~~26.13.2.1 Substitutes who qualify for Level 2 (HX02 or HC02) shall begin the subsequent school year at that same level.~~
- ~~26.13.2.1.1 Substitutes who begin the school year at Level 2 (HX02 or HC02) but who do not attain 71 or 91 (EED) assignments during that school year shall be paid the following year at the lower rate (HX05 or HC05) specified in B.10 until the amount of overpayment is balanced to a net of zero (0). Thereafter, the substitute shall return to the Level 1 (HX01 and HC01) rate and shall not increase to the Level 2 (HX02 or HC02) rate unless they attain an additional 71 or 91 (EED) assignments following the achievement of a net zero (0) balance. Substitutes who move to Level 2 (HX02 and HC02) during one~~

Date: _____

Time: _____

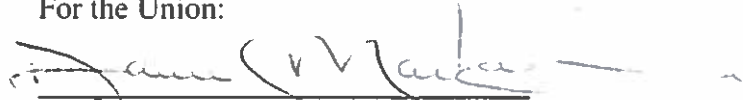
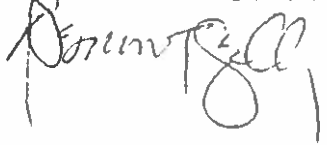
~~school year following the achievement of a net zero (0) balance shall be paid at Level 2 retroactive to the date that the substitute achieved the net zero (0) balance.~~

Date: 24 November 2014

For the District:



For the Union:

Date: 5/7/14

Time: 9:59 AM

Tentative Agreement

35. Summer School, Saturday School, Evening School Programs, Pre-K Summer Program, et al.

- 35.1 Priority consideration shall be given to qualified current teachers with satisfactory or better evaluations when selecting teachers for these programs.
- 35.2 **Timelines for summer school and Pre-K summer program teachers' selection and notification:**
- 35.2.1 Current teachers shall be informed by April 1st regarding the Summer School openings known at that time. Current teachers in the Early Education Department shall be informed by April 1st regarding the Pre-K summer program openings known at that time. Applications for these vacancies shall be filed no later than May 1st.
- 35.2.2 Applicants for summer school employment shall be notified of their employment status in writing by ~~June 1st~~ May 15th.
- 35.2.3 Applicants for Pre-K summer program employment in the initial summer session shall be notified of their tentative employment status in writing by May 15th. Initial and continued employment in the Pre-K summer program are subject to adequate enrollment and funding.
- 35.3 The Union and District mutually agree to discuss any proposed changes in existing practices regarding timelines for notification, application, and selection of Summer School, Saturday school, Evening School, or Pre-K summer program teachers.
- 35.4 Teachers shall be paid pursuant to Appendix B. ~~40XX~~.
- 35.5 Teachers shall be issued supplemental pay warrants for regular service in these programs.

For the District

Carmelo Sgarlato 5/7/14
Carmelo Sgarlato Date

For the Union

Dennis Kelly 7/11/2014
Dennis Kelly Date

TENTATIVE AGREEMENT

SFUSD Proposal

Date: 24 November 2014

Time: 11:20

CERTIFICATED

Appendix F – Addendum F – Allocation of QTEA Revenue To Support Salary Increases (July 1, 2014)

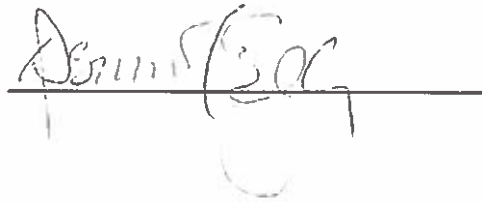
1. Effective July 1, 2014, QTEA will contribute \$3,438,143 (the cost of a 1% salary increase for the UESF bargaining unit calculated as of Fall 2014) to the Unrestricted General Fund to support salary increases for the 2014-2015 school year for certificated and classified unit members. From 2014-2015 onward, QTEA will make an annual contribution of \$3,438,143 to the Unrestricted General Fund for this purpose.
2. Effective July 1, 2016, QTEA will contribute an additional \$1,719,071 (the cost of a 0.5% salary increase for the UESF bargaining unit, calculated as of Fall 2014) to the Unrestricted General Fund to support salary increases for the 2016-2017 school year for certificated and classified unit members. From 2016-17 onward, QTEA will make an annual contribution of \$5,157,214 to the Unrestricted General Fund for the purpose set forth in this and the preceding paragraph.

Date: November 24, 2014

For the District:

For the Union:





SFUSD Proposal

Date: 24 November 2014

Time: 12:45

Tentative Agreement

Appendix G – District and Union Committees

Monthly Pay Warrants

The District and the Union shall form a committee of equal representation to research the feasibility of issuing certificated monthly warrants on the last workday of the month.

Before the end of the Fall 2015 semester, the committee shall report to the Union President and the District Superintendent. This method of payment may be implemented upon their agreement.

Quality Teacher & Education Act

Home Visits: The parties agree to convene a committee of three members each to recommend a program of Home Visits for the 2015-16 and subsequent school years. The recommendation shall be made to the Superintendent and the UESF President no later than 15 May 2015.

Student Libraries and Book Acquisition

The parties agree to jointly explore outside funding to create program dedicated to the development of student libraries and book acquisition for low-income students, such as First Book. Once funding is secured, a committee of equal representation shall be convened to recommend the allocation of the funds and the protocol for accessing them. This committee shall report its recommendations to the Superintendent and the UESF President no later than 15 May 2015.

Special Education

A special education committee of no more than five members per party shall be formed no later than January 12, 2015. Both parties reserve the right to solicit the support of professional experts outside of SFUSD staff.

This committee will meet and make recommendations on the issues listed below to the SFUSD Superintendent and the UESF President by March 2, 2015. Any agreements shall be promptly implemented and inserted into the contract.

The committee will review the following:

- a. Discuss and consider requiring co-teaching for classes with a specific number of students with IEPs in the class, and a specific number of Specialized Academic Instruction (SAI) minutes required during the class, such specific numbers to be recommended by the Committee.
- b. Discuss and consider limiting co-taught classes.
- c. Discuss and consider modifying class sizes depending on the number of students with IEPs in class and the number of SAI minutes to be delivered in class.

SFUSD Proposal

Date: _____

Time: _____

- d. Discuss and consider reframing current Article 9.5.7 so that it is focused on student need, teacher caseload, and SAI minutes, and not on the definition of a Special Day Class.
- e. Discuss and consider the District’s ability to assign Special Education paraprofessionals.
- f. Discuss and consider the negotiable impacts of implementation of Special Circumstances Instructional Assistance Evaluations and assignments of 1:1 Special Education paraprofessionals.

Clarification of Intent: Salary Schedules

A committee of no more than three members per party shall begin meeting not later than February 4, 2015 to discuss and consider updating or eliminating the MOU dated September 13, 2000 titled “Clarification of Intent” regarding salary schedule for speech therapists, behaviorists and school psychologists. Salary schedule B.3a for speech therapists, behaviorist analysts and school psychologists will be amended to show that new hires will be granted (upon review of official employee transcripts) year for year credit up to 13 years. Career increments will be adjusted accordingly.

4th-5th Grade Class Size

A committee of no more than five members per party shall meet and make recommendations for providing additional support to teachers for those exceptional circumstances when an individual 4th, 5th, or 4th/5th grade class may exceed the goal specified in section 9.3.1.1. These recommendations shall be submitted to the SFUSD Superintendent and UESF President by April 22, 2015. Any agreements shall be promptly implemented and inserted into the contract.

Safe and Supportive Community Committee

In an effort to implement the Board approved Safe and Supportive Schools Policy resolution, the District and the Union shall work with the existing committee of UESF representatives and District Pupil Services personnel to present recommended revisions to district policies regarding timing of implementation and implications for staffing and support to schools. The District and the Union shall form a committee of equal representation to receive the committee’s revisions and recommend appropriate contractual changes, if any, for negotiations by May 15, 2015.

Dated: 11/24/2014

For the District:



Dated: 24 November 2014

For the Union:

