

TA

UESF Counterproposal to SFUSD Certificated

Date: 11-3-2017

Time: 5:43 pm

**5. Union Rights**

- 5.1 The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin board space. Such bulletin board space shall be of adequate size and shall be provided in each school building or center in areas frequented by teachers. The Union may use the District mail service and teacher mailboxes for communications to teachers, subject to reasonable regulations.
- 5.2 Authorized Union representatives shall have the right to visit the schools. Representatives shall make their presence known to the appropriate authority in the school. Conferences and/or meetings shall be scheduled so as not to interfere with or disrupt normal school functions.
- 5.3 The District shall make the agenda and minutes of each meeting, including public and non-confidential support material, of the Board of Education available to the Union at approximately the same time that they are made available to the members of the Board of Education.
  - 5.3.1 Through its representative, the Union shall have the right to speak to any item on the Board meeting agenda, and at any meeting of Board committees and/or District task forces.
  - 5.3.2 The Union shall be guaranteed the right to speak on off agenda items at all meetings of the Board of Education if it (the Union) so desires.
- 5.4 All proposed District policies that affect bargaining unit members shall be submitted to the Union prior to the proposed policy's first reading by the Board of Education.
  - 5.4.1 The Union may request the Living Contract Committee to consider the proposed policy. The Living Contract Committee shall be provided with an opportunity to make comments to the Superintendent and/or the Board regarding the proposed policy.
  - 5.4.2 The Union may submit written responses, including suggestions for modification of the proposed policy, which shall be forwarded to the Board for their consideration prior to the second reading.
- 5.5 The District shall make every effort to have every administrative office send all notices affecting teachers' working conditions to the Union.
- 5.6 The District shall honor reasonable written requests from the Union for information, statistics, records, etc., necessary for the Union to fulfill its role as the exclusive representative of teachers.
- 5.7 **Non-discrimination** — Neither the District nor the Union shall discriminate against any officer or teacher of the District in violation of the law, on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation,

- disability, medical condition, physical appearance, or membership or participation in the activities of a recognized teacher organization.
- 5.8 The District agrees that the Union shall have the exclusive right to payroll deduction of dues. An appropriate electronic list showing the teacher's name and the amount of dues deduction shall be sent to the Union. The District agrees to make efforts to expedite this procedure.
- 5.9 The Union and its members shall have the right to make use of school buildings and facilities pursuant to the provisions of the Civic Center Act.
- 5.10 Names, addresses, and telephone numbers of all bargaining unit members shall be provided to the Union on or about September 21<sup>st</sup> or the beginning of the second pay period of each school year. Individual teacher requests for confidentiality regarding addresses and telephone numbers shall be honored. Use of such information shall be for Union business only.
- 5.11 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.
- 5.12 Representatives designated by the Union shall be included on any Superintendent created task force, committee, or group, that deals with curriculum, instruction, recruitment of new teachers particularly with respect to shortage areas and affirmative action concerns, school facilities, student discipline, industrial health and safety, or any other matters that may affect members of the bargaining unit.
- 5.13 Six (6) Union member teachers shall be granted leaves of absence to conduct Union business. Up to two (2) additional Union teachers shall be granted leaves subject to the District's securing qualified and competent replacements. Such leaves shall normally begin at the beginning of a semester only. The Union shall notify the Chief Administrative Officer normally no later than June 30<sup>th</sup> and November 30<sup>th</sup> respectively for leaves beginning at the start of the first or second semester. The Union shall reimburse the District no later than the end of the academic year the cost of such released time. The cost of said released time shall be computed on the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs. Members granted such leave shall be credited with teaching service time for salary increment and benefit purposes. A tenure-track teacher returning from a leave of one year or less shall return to the school to which the teacher was assigned, or would have been assigned had the teacher not been on leave. In the case of a teacher who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the teacher's position to which he/she would normally return.
- 5.13.1 The District shall grant short-term leaves for Union business other than bargaining for a composite total (not to exceed the days allowed in Section 5.13) per year, providing a written request is submitted by the Union at least five (5) days in advance and also providing substitutes are available. The Union shall reimburse the District for its cost of providing a substitute when this short-term provision is granted.
- 5.14 Union representatives from the Early Education Department shall be provided released time to attend Union meetings, if substitutes are available. The Union shall reimburse the District for its cost of providing a substitute.

**5.15** With respect to District operated programs conducted outside the school day, including but not limited to driver's training and athletic programs conducted outside the teacher's workday, the District shall not utilize non-bargaining unit teachers provided there are qualified, available, and willing bargaining unit teachers to perform said functions. Artist-in-residence and other consultants shall not replace members of the bargaining unit.

**5.16** Teachers shall, for the duration of this contract, do one of the following:

- a) Become a member of United Educators of San Francisco (UESF);
- b) Pay an Agency Fee to UESF in lieu of membership;
- c) If a Conscientious Objector within the criteria set forth herein, or in other law, pay an amount equal to the applicable UESF dues and other fees for service to non-religious charitable fund.

**5.16.1** The District shall, at the time an individual's employment commences, furnish to that teacher a written statement and an enrollment card addressed to the Union prepared and furnished by the Union describing the above requirements. The statement shall reflect current practice unless the Union and District agree to alter it in the future.

**5.16.2** Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of assigned duties within the bargaining unit, shall become a member of the Union or shall pay to the Union an Agency Fee equal to unified membership dues, initiation fees and general assessments, in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 5.11 of this article. In the event that a unit member shall not pay such fee directly to the Union, or authorized payment through payroll deduction as provided in Section 5.11 the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168. There shall be no charge to the Union for such mandatory agency fee deductions.

The District is not obligated to initiate agency fee deductions until the payroll period following the time the Union has provided the District with a copy of its notification to fee payers and has consulted with the District with regard to the Union's obligation under State and Federal law to provide written notice to non-members of:

**5.16.2.1** the amount of the agency fee including an appropriate breakdown of chargeable expenses;


**5.16.2.2** the availability to all such non-members of a prompt hearing regarding the agency fee amount before a neutral arbitrator at Union expense; and

**5.16.2.3** the established procedures for escrowing in an interest bearing account the fees that are in dispute.

**5.16.3** UESF agrees to furnish to the Chief Administrative Officer or his/her designee a "Certification Form" to District certifying the amount of UESF dues, service fees and fees for other services as applied to unit members. Such certification shall be furnished annually and upon any change in such amounts applied.

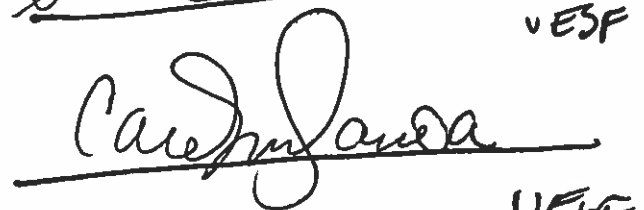
- 5.16.4 With respect to all sums deducted by the District pursuant to this article, whether for membership dues or agency fee, the District agrees to promptly remit monthly such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and to indicate any changes in personnel from the list previously furnished.
- 5.16.5 The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of Section 5.16.
- 5.16.6 UESF agrees it shall indemnify and hold the District harmless from any costs of defense or liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with Section 5.16, or, District reliance on any list, notice, document, certification, or authorization furnished under this article by UESF. The Union shall have the exclusive right to decide and determine whether any such action referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 5.16.7 Any unit member who is paying dues and who wishes to stop making those payments shall do so by giving written notice to the Union, which shall promptly inform the District of such request so that it may be processed in a timely manner.
- 5.17 The District shall notify the Union in writing ten (10) days before the initial group on-boardings of certificated employees held before the start of the instructional calendar. For new hire onboarding that will occur throughout the school year, the District and Union will establish a calendar for Union orientations. These Union orientations will occur every thirty (30) days at a place and time to be determined by both parties. \*
- 5.17.1 Union representatives shall be permitted to make a presentation at such orientations of up to thirty (30) minutes, and present written materials to any employee participating in such orientation, without the presence of management. A reasonable number of representatives shall have the right to receive reasonable periods of release time without loss of compensation for this purpose.

\* The DISTRICT SHALL INCLUDE A MEMBERSHIP AUTHORIZATION FORM, approved by UESF, in all new hire packets.

  
DISTRICT

  
UESF

  
UESF

  
UESF

## TENTATIVE AGREEMENT

Date 11-3-2017

Time 11:47 am

### **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 as follows: 181 184 days of service, except that department heads and deans/head counselors shall have ~~186~~ 189 days of service, which includes the three (3) District professional development days.

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.~~

7.1.2.3 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.

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 (including teacher librarians, support staff, paraprofessionals/paraeducators, and itinerant teachers to the extent that such personnel are not scheduled to provide other services at that time), shall be used for the following types of activities: team planning, student study teams,

parent conferences, curriculum development, faculty meetings, special education/general education team planning, and other professional activities, such as instructional coaching 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 Itinerant Teachers-** Itinerant teachers who are not assigned their own classroom shall be provided with the following at each of their assigned sites: an adequate, secure storage space, a workplace containing equipment and supplies to aid in the preparation of instructional materials, computer access, and keys to classrooms, restrooms, and elevators. An itinerant teacher as defined in Article 7 of the contract is a teacher who travels to multiple sites to deliver instruction in art, music, technology, or physical education. This is in addition to the definition and duties of an Itinerant Teacher as described in Article 38.

**7.2.4.1** Site administrators, central administrators, and itinerant teachers, in consultation with the UBC, are responsible for establishing the schedules for itinerant teachers, including adequate transition time between classes. Consideration shall be given to the developmental needs of each grade level taught.

**7.2.5 Teacher Librarians** Site administrators, central administrators, and teacher librarians, in consultation with the UBC, are responsible for establishing the schedules for teacher librarians, including adequate transition time between classes. Consideration shall be given to the developmental needs of each grade level taught.

#### **7.2.46 Site-based Meetings**

**7.2.6.1** 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. [current language, moved to this new section from 7.2.8.1.3.1, below.]

**7.2.46.12** **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~~ **Meetings within the work day may include:**

**7.2.46.2.1** Improving curriculum, instruction, and assessment in all classrooms (e.g., Instructional Leadership Teams, Grade Level Teams, Department Teams).

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

**7.2.6.2.3** Planning with non-classroom teachers, as well as support staff, paraprofessionals/paraeducators, teacher librarians, and itinerant teachers assigned to the site.

**7.2.6.2.4** Planning with special education and general education teachers, in order to provide planning time for special education teachers, related service providers and general education teachers who have students in common, or who teach the same student(s).

**7.2.46.3** 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.

7.2.57 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.

**7.2.68 Preparation time within the workday for classroom teachers**

7.2.68.1 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.

7.2.68.1.1 **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.

7.2.68.1.2 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:

7.2.-68.1.2.1 Student Instructional Needs (e.g., secure materials, communicate with parents/guardians, tutor and advise students).

7.2.-68.1.2.2 File Maintenance (e.g., IEP, SEIS, meet and discuss IEP goals/objectives with general education teachers).

7.2.-68.1.2.3 Scheduling and facilitating IEP meetings and ensuring paper work is complete.

7.2.-68.1.2.4 Assessment (e.g., prepare assessment plans, inform team members of due dates, ensure compliance with legal deadlines).

7.2.-68.1.2.5 Support paraprofessionals/paraeducators (e.g., organize schedules, provide training, and provide appropriate access to the current IEPs and goals).

7.2.-68.1.3 **TK/Elementary** – Within the work day, TK-5 teachers shall have one hundred fifty (150) minutes of duty free preparation time 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.-68.1.3.1 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. [This section is deleted in order to move it to a different section, new 7.2.6.1, above.]~~

7.2.-68.1.4 **Teachers Who Co-Teach** – Using resources made available by the Weighted Student Formula or non-general fund sources, high and middle school sites are encouraged to provide teachers in co-teaching assignments, including special education/general education co-teaching assignments, with concurrent preparation time to the extent feasible. Every good faith effort shall be made for co-teaching assignments, including special education/general education co-teaching assignments, to be by mutual agreement of the teachers and administrator(s) involved.

7.2.-68.1.5 **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, exclusive of pull-out music teachers, who may be subject specialists, teach art,

music, library, technology, or physical education, for example, assume responsibility for student instruction.

7.2.-68.1.5.1 To support student learning at the beginning of each instructional cycle, elementary school classroom teachers whose students are receiving instruction from teacher librarians or subject specialist teachers shall provide necessary support as determined by the site administrator, the Union Building Committee, the classroom teacher, and the teacher librarian or subject specialist(s). No later than the fourth instructional session of each instructional cycle, classroom teachers shall be provided with relief time, pursuant to Section 7.2.6.1.5.

7.2.-68.2 Preparation time within the workday for non-classroom teachers

7.2.-68.2.1 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.

7.2.79 Time for common planning time, site-based meetings, after school parent events, student events, and 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.

7.2.810 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.

7.2.911 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) 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.

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## **Appendix G: District and Union Committees**

### Early Release/Late Start Committee

With the intent of providing adequate time for common planning time at all elementary schools, the Union and the District shall form a committee of equal representation to investigate the expansion, logistics and transportation, efficacy and fiscal impact of the District-wide implementation of the early release/late start schedule. The committee shall examine current SFUSD practices and make recommendations on the use of early release/late start days. These recommendations may include guidelines for banking instructional minutes, scheduling, assessing the impact on after-school programs, and providing for parent/guardian feedback. The committee shall convene within sixty (60) days



of ratification and approval of the 2017-2020 negotiated contract. Its recommendations for District-wide implementation shall be submitted to the Union President and District Superintendent within six (6) months after the ratification and approval of the 2017-2020 negotiated contract. Any agreements shall be promptly implemented and inserted into the contract.

Advanced Placement (AP) Preparation Periods Committee

The Union and the District shall form a committee of equal representation to examine the funding formulas used to provide additional conference/preparation periods to each comprehensive high school for Advanced Placement (AP) classes. The committee shall convene within sixty (60) days of ratification and approval of the 2017-2020 negotiated contract. Any recommendations for changes to the formula shall be submitted to the Superintendent and the Union President within six (6) months after the ratification and approval of the 2017-2020 negotiated contract. Any agreements shall be promptly implemented and inserted into the contract.

Assessment Committee

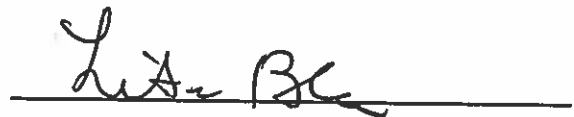
In the spring semester 2018, the Union and the District shall form a committee of equal representation of the District, the Union, and parents/guardians to explore the use of formative assessments (such as Fountas and Pinnell) as an alternative to standardized assessments. Parent/guardian representatives shall be appointed by mutual agreement between the District and the Union. The committee shall meet and make recommendations regarding assessments to the school board prior to the closing of the 2017-2018 school year.

For the District:



For the Union:





Date: 11-3-2017  
Time: 11:20 AM

## 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 15<sup>th</sup>, 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 11.10.7. 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 15<sup>th</sup> 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 15<sup>th</sup>.

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 11.10.2 for salary payment schedule upon return from leave.

#### ~~10.1.2~~ Long-term parental leave [moved to 10.3.4]

~~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 11.10.2 for payment policy upon return from leave.

~~10.1.3~~ 10.1.2 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~~ 10.1.2.1 During the term of such leave of absence, the teacher may be employed by the District to perform part-time service with pro-rated salary ~~pro-rated~~.

~~10.1.3.2~~ 10.1.2.2 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.~~10.1.3 **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.~~10.1.4 **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.~~10.1.5 **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.~~10.1.6 **Assignment upon return from leave**

~~10.1.7.1~~10.1.6.1 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 1<sup>st</sup> (Group A), he/she shall be placed in a position similar to the one held before going on leave, if available (See Section 15.2.3). Any teacher returning from long term leave who notifies the District of his/her intent to return after February 1<sup>st</sup> (Group B) shall be subject to placement pursuant to Section 15.2.3. 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 1<sup>st</sup>, must notify the Human Resources Department, Leaves and Separation Unit, before February 1<sup>st</sup> of his/her intent to return in the subsequent year or be subject to termination.

~~10.1.7.2~~10.1.6.2 Early Education Department teachers shall have the same rights as described in Section ~~10.1.7.1~~10.1.6.1 above to return to Early Education Department positions.

~~10.1.8.~~10.1.7 **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.~~10.1.7.1 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 District Professional Development Buy-Back Days~~**

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

- 10.2.1.2 For an illness absence on said ~~three (3) days~~ District professional development 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 shall not be available on said ~~three (3) days of staff development~~ on District professional development days.
- 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 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 forty five (45) days. Earned and accumulated sick leave may include leave in Article 10.2.4 for a total of 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. *[moved to section 10.3.2]*~~
- 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 **Catastrophic Sick Leave Bank**— The Union and the District agree to maintain the **Catastrophic Sick Leave Bank which incorporates the following points:**
- 10.2.5.1 Participation shall be voluntary, but permitted for all ~~tenure unit members-track teachers~~ covered by this collective bargaining agreement and included in the bargaining unit.
- 10.2.5.2 Each ~~teacher-unit member~~ who donates a single day to the Catastrophic Sick Leave Bank decides to participate during the school year open enrollment period will shall remain a member of the Catastrophic Sick Leave Bank for that year and all future years of District employment, 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.
- 10.2.5.2.1 The open enrollment period will be from the first day of school through the 10th of October and February 14th through March 15th. An exception will be made for donations that are made to a specific individual. (See 10.2.5.3.3) Donations that are made for a specific individual may be made at any time during the school year.
- 10.2.5.3 Eligibility for membership in the Catastrophic Sick Leave Bank is limited to teachers unit members having accumulated ten (10) sixseven (76) or more sick days at the time they request to 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.
- 10.2.5.3.1 In order to join the Catastrophic Sick Leave Bank, a unit member must donate at least one (1) sick leave day to the bank. The unit member must have sixfive (65) or more sick days remaining following the donation of one (1) sick day.

10.2.5.3.2 A unit member who has donated one (1) sick day to the Catastrophic Sick Leave Bank is immediately eligible to be a recipient of days from the Catastrophic Sick Leave Bank. A unit member donating a single day is immediately eligible to use the pool of sick leave days available in the Catastrophic Sick Leave Bank, pursuant to limitations of 10.2.5.5.7.

10.2.5.3.3 Only unit members who are already members of the Catastrophic Sick Leave Bank can make a donation to a specific individual.

10.2.5.3.3.1 Any unused donations made to specific individuals revert to the Catastrophic Sick Leave Bank and shall then become available for use by any approved Catastrophic Sick Leave Bank member.

10.2.5.4 The Union and the District shall establish a Governing Committee which shall oversee the operation of the Sick Leave Bank. Administrative procedures shall be the responsibility of the Catastrophic Sick Leave Bank's Governing Committee (hereafter referred to as "the Committee").

10.2.5.4.1 The Committee shall be comprised of no more than four (4) members (certificated and classified representatives) appointed by UESF and one (1) member appointed by the District.

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.

10.2.5.5.1 A catastrophic illness or injury is defined as one which is life threatening and will last for at least thirty (30) days and which prevents the unit member from performing his/her duties.

10.2.5.5.2 Donations to the Catastrophic Sick Leave Bank shall be accepted during the established open enrollment period (Art. 10.2.5.2.1).

10.2.5.5.3 A unit member must complete an application for the use of the Catastrophic Sick Leave Bank days which shall include medical reports certifying that the nature of illness/injury meets the definition of catastrophic illness or injury in section 10.2.5.5.1.

10.2.5.5.4 Upon receipt of a completed application, processing of the application shall occur within ten (10) work days.

10.2.5.5.5 The District representative to the Committee shall be responsible for processing the completed applications, presenting them to the Committee, and tracking each donation made and each day distributed from the Catastrophic Sick Leave Bank.

10.2.5.5.5.1 Upon donation a receipt (such as an email) shall be issued to donors acknowledging the number of days donated.

10.2.5.5.6 The Committee shall determine which Catastrophic Sick Leave Bank members shall receive days from the Catastrophic Sick Leave Bank.

10.2.5.5.6.1 The District representative to the Committee may vote only in the case of a tie.

10.2.5.5.7 A unit member may receive no more than 85 days from this Catastrophic Sick Leave Bank in any school year.

- 10.2.5.5.8 Unit members receiving Workers' Compensation benefits for an industrial injury or illness shall not be entitled to Catastrophic Sick Leave Bank benefits.
- 10.2.5.5.9 The Committee may request that an applicant for Catastrophic Sick Leave Bank days apply for permanent disability retirement in lieu of the leave provisions described herein.
- 10.2.5.5.10 If an application for use of Catastrophic Sick Leave Bank days is denied, the member may appeal the decision to the Executive Board of UESF within ten (10) business work days of notification of denial. The appeal shall be considered at the next regularly scheduled meeting of the UESF Executive Board. The UESF Executive Board shall notify the District Representative to the Committee in writing as to the outcome of the appeal.
- 10.2.5.5.11 The Union UESF and the District shall instruct their appointee(s) to make a good faith effort to maintain confidentiality of both donations to and withdrawals from the Catastrophic Sick Leave Bank. However, there shall be no liability or recourse if said confidentiality is not maintained.
- 10.2.5.5.12 All application and donation forms will be available on-line at the Human Resources benefits intranet website.
- 10.2.5.5.13 The Union UESF and the District shall review and evaluate the program's efficacy at the end of each school year, and shall make recommendations, if any, to the Union President and the District Superintendent or designee.
- 10.2.5.6 The Catastrophic Sick Leave Bank shall be considered fully operational when all of the conditions listed below have been satisfied:
- 10.2.5.6.1 The Committee has been appointed.
- 10.2.5.6.2 Members of the bargaining unit have been notified by UESF of the Catastrophic Sick Leave Bank policies and procedures.
- 10.2.5.7 The District shall notify the Committee when the level of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days. If the number of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days, UESF shall initiate a donation drive.
- 10.2.5.7.1 ~~If the number of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days, UESF shall initiate a donation drive.~~
- 10.2.5.7.8 ~~Teachers Unit m~~Members must expend their accrued sick leave and extended sick leave and any paid time before prior to receiving donations from the Catastrophic Sick Leave Bank.
- 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** *[moved to section 10.3]*

~~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~~**10.2.6** **Military leave** — Teachers shall be entitled to eighteen (18) days paid leave of absence for temporary active duty or active duty for training in any unit of the United States Reserves or the California State National Guard, or for medical examination related to such duty, so directed by written orders signed by the teacher's unit commanding officer or officer-in-charge.

~~10.2.8~~**10.2.7** **Leave of absence as an exchange teacher** — Such leaves shall be governed by the provisions of the Education Code.

~~10.2.9~~**10.2.8** **Leave for medical examination** — A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District. The cost of such examinations shall be borne by the District. For the purpose of securing an X-ray or tuberculin test, as required by the Education Code, a teacher may be permitted by the principal to absent himself/herself from school for the necessary period of time.

~~10.2.10~~**10.2.9** **Jury duty or court appearance**

~~10.2.10.1~~**10.2.9.1** 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~~**10.2.9.2** Members of the unit shall be entitled to leave without loss of pay to appear in court as a subpoenaed witness, other than a litigant, or to respond to an official order from duly authorized government agencies.

~~10.2.10.3~~**10.2.9.3** The teacher shall submit his or her jury fee, less any necessary expenses, to the District.

~~10.2.11~~**10.2.10** **Bereavement leave**

~~10.2.11.1~~**10.2.10.1** **Immediate family** — Teachers shall have bereavement leave for ~~three (3) consecutive days~~, upon application, without loss of salary, for a death in the immediate family. Teachers are not required to take such days consecutively. Immediate family shall include parents, parents of the domestic partner, grandparents, step-parents, spouse, domestic partner, children, adopted child, step-children, siblings, parents-in-law, son- and daughter-in-law, grandchildren, a child for whom the employee has parenting responsibilities, aunt, uncle, parent of the teacher's son or daughter, and any relative of the bargaining unit member

living in the immediate household of the bargaining unit member. (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. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the death, however, two (2) additional working days shall be granted if extended travel outside the State of California is required as a result of the death. 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.

~~10.2.10.2~~ For absence because of the death of any other person to whom the teacher may be reasonably deemed to owe respect: leave shall be for not more than one (1) working day; however two (2) additional working days shall be granted if extended travel outside the State of California is required as a result of the person's death.

~~10.2.12~~ **10.2.11 Sabbatical leave for permanent teachers**

~~Sections 10.2.11 through and including 10.2.11.4 shall be suspended and inoperative for the 2018-19 and 2019-20 school years.~~

~~10.2.12~~ **10.2.11.1 Sabbatical leave requirements**

~~10.2.12.1~~ **10.2.11.1.1 Service** — Sabbatical leaves must be preceded by at least seven consecutive years of teaching service, all of which shall have been full-time service 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~~ **10.2.11.1.1.1** Pursuant to Education Code 44969, applicants granted a sabbatical leave are required by law to render a period of service in the employ of the Governing Board of the district following his/her return from the leave of absence which is equal to twice the period of the leave. The employee will furnish a suitable bond indemnifying the Governing Board of the District against loss in the event that the employee fails to render the agreed upon 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~~ **10.2.11.1.2 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~~ 10.2.11.1.3 **Sabbatical leaves for travel**

~~10.2.12.1.3.1~~ 10.2.11.1.3.1 Teachers on sabbatical leave for travel shall remain in travel status at least seventy-five percent (75%) of each semester of leave granted.

~~10.2.12.1.3.2~~ 10.2.11.1.3.2 The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel.

~~10.2.12.1.4~~ 10.2.11.1.4 **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~~ 10.2.11.1.5 **Sabbatical leaves for retraining** — A teacher shall comply with the rules governing a sabbatical leave for study. (See Section ~~10.2.12.1.1.2~~ 10.2.11.1.2 above.) In addition, a credential or appropriate certificate in the retraining subject area shall be filed with the Human Resources Department, 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~~ 10.2.11.1.6 **Abridgment** — Sabbatical leaves may be abridged for illness, injury or other good cause.

~~10.2.12.2~~ 10.2.11.2 **Sabbatical leave applications**

~~10.2.12.2.1~~ 10.2.11.2.1 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~~ 10.2.11.2.2 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~~10.2.11.2.3 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 10.2.1211.1.1, immediately preceding appointment as determined by the District for salary purposes. In the event the cutoff point falls among two (2) or more applicants, each of whom has equal precedence, 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~~10.2.11.2.4 Sabbatical leaves shall be granted for one (1) year or one-half (1/2) year.

~~10.2.12.2.5~~10.2.11.2.5 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~~10.2.11.2.6 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~~10.2.11.2.7 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~~10.2.11.3 **Payment on sabbatical** — Teachers on sabbatical leave shall be paid at the rate of sixty-percent (60%) of their entitled annual salary, and shall have fringe benefits as though teaching full-time.

~~10.2.12.4~~10.2.11.4 **Return from sabbatical** — A teacher returning from sabbatical leave shall return to the school to which the teacher was assigned, or would have been assigned had the teacher not been on sabbatical leave. In the case of a teacher who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the teacher's position to which he/she would normally return.

~~10.2.13~~10.2.12 **Part-time/partnership teaching**

~~10.2.13.1~~10.2.12.1 Teachers may apply for part-time or partnership teaching. Part-time teaching shall be defined as less than full-time. Partnership teaching shall mean two (2) teachers sharing one (1) full-time teaching assignment. Part-time and partnership teaching approvals shall not exceed a total of two hundred (200) teachers in a given school year.

~~10.2.13.2~~ 10.2.12.2 Full-time teachers who are subsequently approved for part-time or partnership teaching shall have fringe benefits consistent with full-time teachers and shall accumulate service time as though they were teaching full-time for the purpose of advancing on the salary schedule or becoming eligible for sabbatical leave. Part-time and partnership teaching assignments may be renewed annually upon mutual agreement between the teacher, the Human Resources Department and the site administrator.

~~10.2.13.3~~ 10.2.12.3 **Half-time teaching** — Half-time teaching schedules shall be arranged by agreement with the teacher and the site administrator, and the Human Resources Department. Daily half-time service for secondary teachers shall mean teaching three (3) periods one semester and being assigned two (2) periods and a preparation period the other semester. Unless otherwise agreed, periods taught in secondary schools shall be consecutive.

~~10.2.14~~ 10.2.13 **Miscellaneous**

~~10.2.14.1~~ 10.2.13.1 A teacher on unpaid leave of absence may continue health and welfare benefits, the expense for such benefits to be borne by the teacher, subject to approval of the insurance carrier. Arrangements shall be made with the carrier regarding payments.

~~10.2.14.2~~ 10.2.13.2 Teachers on leave shall be eligible to participate in staff development opportunities without remuneration.

~~10.2.14.3~~ 10.2.13.3 **Resignation** — A teacher's written offer of resignation shall be deemed accepted when filed with the Board, Superintendent, or the Human Resources Department, ~~except that if the teacher files a written revocation of his/her offer of resignation within three (3) District office working days after its filing it shall be deemed revoked.~~ The Board of Education shall fix the effective date of resignation no later than June 30<sup>th</sup> 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, parents of the domestic partner, grandparents, step parents, spouse, domestic partner, children, adopted child, step children, siblings, parents in law, son and daughter in law, grandchildren, a child for who the employee has parenting responsibilities, aunt, uncle, and any relative of the bargaining unit member living in the immediate household of the bargaining unit member. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the death, however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the death. (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~~ For absence because of the death of any other person to whom the teacher may be reasonably deemed to owe respect, leave shall be for not more than one (1) working day, however two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death. 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.

### 10.3 Maternity/Paternity-Related Leaves

#### 10.3.1 Pregnancy Disability Leave

- 10.3.1.1 The District shall provide for leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 10.3.1.2 During the period of pregnancy disability leave, ~~the District~~ the unit member shall use/deduct the employee's her earned and accumulated sick leave (section 10.2.2) and, if necessary, the 100 days of extended sick leave (section 10.2.4). Notwithstanding section 10.2.4.1, a unit member shall receive not less than \$150 per day during a child bonding leave under this section 10.3.2.
- 10.3.1.3 When earned and accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of child Bonding Leave (section 10.3.2) or leave under the California Family Rights Act (section 10.3.3).
- 10.3.1.4 A teacher returning from such leave of absence shall return to the position previously held.

#### 10.3.2 Child Bonding Leave

- 10.3.2.1 Child Bonding Leave: During each school year, unit- members Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the Education Code section 44977.5. ~~California Family Rights Act (CFRA)~~ A unit member shall not be provided more than one 12-week period during ~~any 12-month period.~~ <sup>SCHOOL YEAR</sup>
- 10.3.2.2 For birth mothers, the 12 week child bonding leave shall commence <sup>following</sup> at the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption or foster care placement of a child.
- 10.3.2.3 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and must be completed within one year of the birth, adoption or foster care placement of a child.;
- 10.3.2.4 Pursuant to Education Code section 44977.5, if an employee exhausts his/her earned and accumulated sick leave (section 10.2.2) prior to expiration of the 12 week child bonding leave, s/he shall be entitled to utilize extended sick leave as defined in section 10.2.4 for the balance of the 12 week period. Notwithstanding section 10.2.4.1, a unit member shall receive not less than \$150 per day during a child bonding leave under this section 10.3.2.

- 10.3.2.5 Pursuant to the CFRA, leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that employers must grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks. eChild bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- 10.3.2.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care. In all other cases, notice shall be given as soon as practicable.
- except in the case of emergency.
- 10.3.2.7 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employee must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.
- 10.3.3 Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)
- 10.3.3.1 Employees who have completed one year (twelve months) of service for the District and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of the employee's own serious health condition, caring for a new baby, a newly adopted child baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.
- 10.3.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to 10.3.1 (pregnancy disability), 10.3.2 (child bonding [if the employee elects to exhaust his/her earned and accumulated sick leave]), above or is taken due to the employee's own serious health condition.
- 10.3.3.3 The employee's earned and accumulated sick leave (section 10.2.2) and the 100 days of extended sick leave (section 10.2.4) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.
- 10.3.3.4 When extended sick leave (section 10.2.4) is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.
- 10.3.3.5 There is no carry-over of unused leave FMLA, CFRA or bonding leave under Education Code section 44975 from one 12-month period to the next 12-month period.
- 10.3.3.6 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.



10.3.3.7 If both parents of a child who are entitled to family care leave under section 10.3.3.1 are employees of the District, the District shall ~~not be required to grant leave in connection with the birth, adoption, or foster care of a child. that would allow the parents family care leave to totaling more than the amount specified in section 10.3.3.1. total more than 18 weeks combined or 12 weeks by one parent.~~

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

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

#### 10.3.4 Long-Term Unpaid Parental Leave

10.3.4.1 In addition to Child Bonding Leave (section 10.3.2) a teacher shall receive, upon application, a parental leave of absence as provided in section 10.4.3.

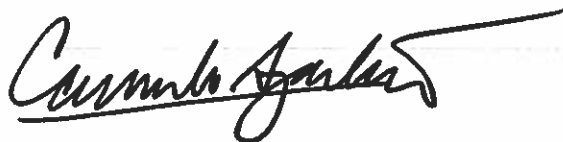
10.3.4.2 A teacher returning from parental leave of one (1) year or less has the right to return to his/her previous assignment.

10.3.4.3 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.

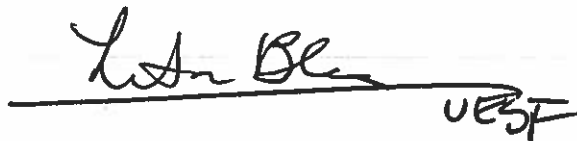
10.3.4.4 Upon application a teacher shall be provided unpaid leave to care for a seriously ill child, parent, spouse or domestic partner for up to four (4) months. Upon termination of such unpaid leave, the teacher shall be return to the position he/she held prior to the leave.

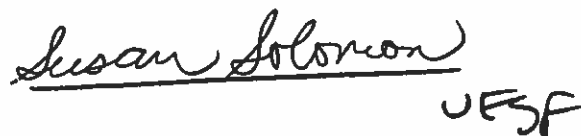
10.3.4.5 See section ~~11.10.2~~ for payment policy upon return from leave.

11.9



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11 Salaries, Increments, and Classification Changes

11.2 Salary Increases

11.2.1 2017-2018 School year

11.2.1.1 Effective July 1, 2017, the salary schedules and daily and hourly rates in Appendix B (except B11 summer school) shall be adjusted to reflect a three percent (3.0%) increase.

11.2.1.2 For Summer School, the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2018.

11.2.1.3 Except as provided above, the foregoing increase shall be implemented as soon as practicable following ratification of the 2017-2020 Collective Bargaining Agreement.

11.2.1.4 In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to two percent (2%) of their "Base" salary (excluding the OTEA "Parcel Tax Add-on") as reflected on the 2017-2018 "Base Salary Schedule" after application of section 11.2.1.1 above.

11.2.1.4.1 This one-time, off the schedule payment shall be made in one installment, as soon as practicable, ~~two (2) installments: 1% on the certificated pay period 24, January 2, 2018 paycheck and the second 1% on the certificated pay period 12, June 29, 2018 paycheck. These amounts shall be prorated according to the unit member's earned "Base" salary, taking into account less than a full year of paid service.~~

11.2.2 2018-2019 School Year

11.2.2.1 Effective July 1, 2018, the salary schedules and daily and hourly rates in Appendix B (except B11 summer school) shall be adjusted to reflect a four percent (4.0%) increase.

11.2.2.2 For Summer School, the foregoing increase shall take effect beginning with the first teacher workday of the summer session in 2019.

11.2.2.3 If total unrestricted general fund revenues for the 2018-19 school year, as stated in the 2018-19 Unaudited Actual Report, exceed the amount stated for the 2018-19 school year in the multiyear projection contained in the 2017-18 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, as projected in the 2018-2019 Second Interim Budget Report and Multiyear Projections exceed or fall below the projected revenues as stated in the 2018-2019 Adopted Budget and Multiyear Projections, the parties shall meet and confer to adjust the 2019-2020 salary agreement if both parties agree that either

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~~sufficient or insufficient funds are available. Any such adjustments shall be prospective only.~~

**11.2.2.43** **Repurposing of OTEA Professional Development Hours & OTEA Impact & Innovation Awards – see Appendix F, Addendum G**

**Effective July 1, 2018, and continuing thereafter, OTEA will contribute funding previously dedicated to providing six (6) hours of professional development for Early Education department teachers to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members. OTEA will continue to fund twelve (12) hours of OTEA Professional Development for the 2018-2019 year at the rate of \$30 per hour for all Early Education Department teachers.**

**Effective July 1, 2018, and continuing thereafter, OTEA will contribute funding previously dedicated to providing nine (9) hours of professional development for TK-12<sup>th</sup> grade teachers to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members. OTEA will continue to fund nine (9) hours of OTEA Professional Development for the 2018-2019 year at the rate of \$40 per hour for all TK-12<sup>th</sup> grade teachers.**

**Effective July 1, 2018, and continuing thereafter, OTEA will contribute \$150,000 of the OTEA Impact & Innovation Awards to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members. OTEA will continue to fund \$450,000 of the Impact & Innovation Awards.**

**11.2.3** **2019-2020 School Year**

**11.2.3.1** **Effective July 1, 2019, the salary schedules and daily and hourly rates in Appendix B (except B11 summer school) shall be adjusted to reflect a four percent (4.0%) increase.**

**11.2.3.1.1** **Effective July 1, 2019, OTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for certificated and classified unit members. This contribution is derived from the items in Appendix F, Addendum G, which includes Article 11.2.2.4 and the following (see Appendix F, Addendum G):**

**Effective July 1, 2019, and continuing thereafter, OTEA will contribute funding previously dedicated to the remaining twelve (12) hours of professional development for Early Education department teachers to the Unrestricted General**

Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.

Effective July 1, 2019, and continuing thereafter, OTEA will contribute funding previously dedicated to the remaining nine (9) hours of professional development for TK-12<sup>th</sup> grade teachers to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.

11.2.3.2 For Summer School, the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2020.

11.2.4 Funding Measure Contingency

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

11.2.4.1.1 Effective July 1, 2018, a new parcel tax add-on amount will be established for paraprofessionals/paraeducators for each step of the salary schedule equal to two percent (2%) of base hourly rates, defined as hourly rates after the four percent (4%) July 1, 2018 salary increase.

11.2.4.1.2 Effective July 1, 2018, ~~the a new parcel tax add-on amount will be increased by~~ established for EED and TK-12 teachers for each step of the salary schedule equal to two percent (2%) of base salaries, defined as the salary after the four percent (4%) July 1, 2018 salary increase. ~~For EED teachers, the parcel tax add-on will be established.~~

11.2.4.1.23 In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to one percent (1%) of their base salary, defined as the salary after the four percent (4%) July 1, 2018 salary increase.

11.2.4.1.34 The 18 hours of OTEA PD hours for <sup>EED + TK-12</sup> teachers will be restored through the new parcel tax at the pay rate <sup>are</sup> that is established in the new parcel tax MOU.

11.2.4.1.45 The 8 hours of OTEA PD hours for paraprofessionals/paraeducators will be restored through the new parcel tax at the pay rate that is established in the new parcel tax MOU.

11.2.4.1.56 The District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to ~~\$223.72~~ \$323.72/month for employee plus one dependent; up to ~~\$273.72~~ \$498.72/month for family coverage. "Eligible" shall mean a unit member who has worked 50% or more of a full-time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

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Implementation of 11.2.4.1.6 will be effective January 1, 2019 if the measure is placed on the June 2018 ballot and successfully passed and implemented.

Implementation of 11.2.4.1.6 will be effective January 1, 2020 if the measure is placed on the November 2018 ballot and successfully passed and implemented.

**11.2.4.1.7 New Parcel Tax Add-On for Eleventh-Year Paraprofessionals/Paraeducators:**

Effective July 1, 2019, each paraprofessional/paraeducator who reaches their eleventh (11<sup>th</sup>) year anniversary of employment with SFUSD during the 2019-20 school year as well as any paraprofessional/paraeducator who has been employed by SFUSD for more than eleven (11) years shall receive an increase to their hourly rate equal to three percent (3%) of Career Increment A from the 2019-20 salary schedule.

*and continuing thereafter, for the duration of the new parcel tax*

This increase is prospective only.

This is contingent upon passage and implementation of the new parcel tax.

*by the parties designated for UESF*

The parties shall reopen negotiations over how the remaining UESF parcel tax revenues shall be disbursed.

*new*

Any increase in compensation, including the aforementioned, shall be contingent upon successful passage and implementation of the measure.

**11.2.5 Compensation Calculation Example**

**11.2.5.1 Below is an example of how compensation increases will be applied from 2017-18 through 2019-20. This example uses a base of \$10,000 for illustrative purposes:**

**2017-2018**

- Base salary raised by 3% effective 7/1/17 = \$10,300.
- 2% off schedule one-time payment after 3% increase to base salary (\$10,300 X 2% = \$206.

**2018-2019**

- Base salary raised by 4% effective 7/1/18 (\$10,300 X 4%) = \$10,712.
- If ballot measure successful and implemented, add amount to "parcel tax add on" column equal to 2% of new base salary effective 7/1/18 (\$10,712 X 2%) = \$214.24
- 1% off schedule one-time payment after 4% increase to base salary (\$10,712 X 1%) = \$107.12

**2019-2020**

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- Base salary raised by 4% effective 7/1/19 ( $\$10,712 \times 4\%$ ) = \$11,140.

**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 B11 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 B11 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 B11 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 B11 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 B11 summer school) shall be adjusted to reflect a two and three-quarter percent (2.75%) increase.~~

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~~11.2.3.2 Effective January 1, 2017, the salary schedule and daily and hourly rates in Appendix B, (except B11 summer school) shall be adjusted to reflect an additional two and one-quarter percent (2.25%) increase.~~

~~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.**

### **11.4 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 1<sup>st</sup>. Those teachers hired on or after July 1, 1993, shall receive such changes effective August 1<sup>st</sup>.**

**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**

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- 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.
- 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;



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- 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.

**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.

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- 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.
- 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

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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.
- 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 Pay Rates**

- 11.7.8.1 The substitute pay levels are included on Salary Schedule B11.
- 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 B11 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

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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).
- 11.7.8.3 Days of service in a temporary teaching assignment shall count toward the minimum number of daily teaching assignments in a school year as defined in this Article and Salary Schedule B11 to qualify for Level 2 (HX02 or HC02) and Established Substitute status.
- 11.7.8.4 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 B11 to qualify for Established Substitute status. Specifically:
  - 11.7.8.4.1 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.
  - 11.7.8.4.2 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.
- 11.7.8.5 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 B11 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:
  - 11.7.8.5.1 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.

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- 11.7.8.5.2 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).
- 11.7.8.5.3 The District shall reply to the request not later than fifteen (15) workdays following the receipt of the request. This decision shall be final and not subject to further review or appeal.
- 11.7.8.5.4 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).
- 11.7.8.6 **Speech Pathologist Substitute:** – See salary schedule B11.
- 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 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

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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.

- 11.7.11.2.1 Athletic directors who do not also serve as department heads in high schools and where twelve (12) or more Academic Athletic Association teams are fielded shall receive the differential specified above.
- 11.7.11.2.2 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.
- 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.
- 11.7.11.3 **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:
  - 11.7.11.3.1 In place of a principal \$100.00
  - 11.7.11.3.2 In place of an assistant principal \$50.00
- 11.7.11.4 Nurses employed by the District shall be remunerated according to Appendix B. No Public Health Nurse employed by the District shall receive a reduction in his/her current salary as a result of the above.
- 11.7.11.5 A teacher assigned to work at Log Cabin High School in La Honda shall be entitled to payment of a seven and one-half percent (7.5%) salary differential.
- 11.7.11.6 When a member of the bargaining unit is assigned by action of the District to serve more days than the required number of days within the period of the service calendar for his/her division, he/she shall be paid at the per diem rate of pay.
- 11.7.11.7 An Early Education Department lead teacher serving in place of a Site Administrator/Principal shall be compensated as follows:
  - 11.7.11.7.1 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.
  - 11.7.11.7.2 Substitute lead teachers shall be paid a stipend of \$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.

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

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

**11.7.12 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.

**11.7.13 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 Payment policy**

**11.9.1** 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.

**11.9.2** 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.

**11.9.3** 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.

**11.9.4** 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

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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.

- 11.9.5 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.
- 11.9.6 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.
- 11.9.7 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:
  - 11.9.7.1 If the teacher is notified of the excess by November 15<sup>th</sup>, the repayment shall be completed by the following June 30<sup>th</sup>.
  - 11.9.7.2 If the teacher is notified of the excess by April 15<sup>th</sup>, the repayment shall be completed by the following December 31<sup>st</sup>.
- 11.9.8 Day-to-day substitute teachers shall be paid monthly according to the same schedule as other certificated employees.
- 11.9.9 Electronic Payroll System – All bargaining unit members shall be paid exclusively by electronic means according to the following terms:
  - 11.9.9.1 Bargaining unit members shall be paid through direct deposit to their existing accounts.
  - 11.9.9.2 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.
  - 11.9.9.3 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.
  - 11.9.9.4 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.
    - 11.9.9.4.1 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.



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

11.9.9.6 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 **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 nontaxable 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.

## **12. Fringe Benefits**

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

12.1 **Health Insurance** — The Board shall provide all regularly assigned teachers a paid service health plan, including prescriptions. Teachers shall select one of the health plans available through the Health Service System, City and County of San Francisco, and contribute at the rates applicable to the selected plan. The District contributes to the rate for each teacher as provided by the City Charter. (The contribution by the District will be the maximum allowed under the City Charter.)

12.1.1 The District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to ~~\$223.72~~ **\$273.72** /month for employee plus one dependent; up to ~~\$273.72~~ **\$373.72** /month for family coverage. "Eligible" shall mean a unit member who has worked 50% or more of a full-time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

**12.1.1.1 The District contribution amounts set forth in section 12.1.1 shall be effective January 1, 2019.**

12.1.2 The District and the Union shall make medical insurance coverage available to certain substitute teachers who satisfy the conditions described in Section 26.12.

12.2 **Dental plan** — A fully paid dental plan, including orthodontia coverage shall be provided by the District for regularly assigned teachers and dependents. The plan shall be Delta Dental. For new teachers the coverage shall be seventy (70) percent for the first year and increase annually ten (10) percent to 100 percent full coverage. Current teachers who have reached 100 percent will remain at that level. The annual

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maximum of coverage is \$1,500. The District's dental benefit plan shall include domestic partners.

- 12.3 **Group life/Accidental death and dismemberment** — A group life and accidental death and dismemberment policy providing \$20,000 level term insurance with coverage to 65 years of age, retirement or separation from employment, plus \$15,000 accidental death benefit will be provided to regularly assigned teachers with the District paying full premium. The prepaid life insurance program shall be self-insured and administered by the District.
- 12.4 Married regularly assigned teachers who are both employed by the District shall have full individual coverage.
- 12.5 **Salary protection insurance/Group long-term disability** — The District shall provide all regularly assigned teachers with a fully paid Income Protection Plan. This program provides benefits after accident or illness.
- 12.6 **Tax-sheltered annuities** — Regularly assigned teachers may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.
- 12.7 **SDI at employee expense** — Substitute teachers shall be required to participate in the State Disability Insurance Plan in accordance with elective coverage of the California Unemployment Insurance Code.
- 12.8 The Union and District agree to establish a Fringe Benefit Committee of three (3) representatives each for the purpose of reviewing all fringe benefits, including, but not limited to, dependent coverage, two-tier retiree benefits, and other related items of mutual interest.
- 12.9 The District and Union shall form a joint committee of equal representation to investigate and/or implement ways of providing housing assistance for new bargaining unit members.

**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~~ **184** days of service, except that department heads and deans/head counselors shall have ~~186~~ **189** days of service. **The work year shall include three District Professional Development days.**

~~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

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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.

7-1.37.1.2A teacher required to do work beyond his/her service calendar shall be paid at his/her *per diem* rate of pay.

**PLEASE NOTE: THE BALANCE OF THE DISTRICT'S PROPOSAL ON ARTICLE 7 IS IN ITS 8/14/17 PROPOSAL (3:30 P.M.).**

41. Duration

This contract shall be effective from July 1, ~~2014~~2017, through June 30, ~~2017~~2020. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the agreement.

42. Reopeners

There shall be no reopeners during the term of this contract except as provided in section 11.2.4, except as otherwise provided herein. ← keep

herein

Chandra B. [Signature]  
District

Lita Blau  
UESF

Juan Solomon  
UESF

\_\_\_\_\_  
UESF

TA

**ADDENDUM TO UNION COMPENSATION PACKAGE**

Date 11-7-17  
Time 12:19 am

For the 2017-2018 school year:

11.2.1.4.2 For Core Substitutes, this one-time off the schedule payment shall be calculated and made according to sections 11.2.4.1 and 11.2.1.4.1 above. Day-to-day substitutes who work 36 days shall receive \$200. Day-to-day substitutes who work 71 days or more shall receive \$200, in addition to the 36-day payment, for a total of \$400 for the 2017-2018 school year. Payment will be made at the end of the school year or upon separation.

QTEA substitutes and 160-day substitutes shall receive \$400, to be paid on the last paycheck of the fall semester, and an additional \$400, to be paid on the last paycheck of the spring semester, for a total of \$800 for the 2017-2018 school year. This one-time payment for QTEA substitutes and 160-day substitutes will be funded through QTEA.

Christina [Signature]  
SFUSD

Lisa Blum UESF

Susan Solomon UESF

\_\_\_\_\_ UESF

Tentative Agreement Certificated Contract

Date: 10/4/17

Time: 10:26 am

**14. Health and Safety**

14.1 The Union and the District agree that the right to personal safety and recognized standards for healthful conditions on school premises and a learning environment free from unnecessary disruption are priority considerations.

14.1.1 Each work site to which teachers are regularly assigned shall have a comprehensive safety and disaster plan, which shall be updated annually by October 1<sup>st</sup> of each school year.

14.1.1.1 The site administrator shall develop or modify the plan after collaborative input from the UBC, classified employees, the site council and/or the parent-teacher organization at the site. The plan shall be submitted to the Superintendent or his/her designee for approval.

14.1.1.2 Safety notices required by law shall be conspicuously posted at all District work sites in places frequented by teachers.

14.1.1.3 Whenever the Public Health Department advises the District to notify teachers regarding contagious diseases the District shall promptly provide such information.

14.1.1.4 Hazardous conditions in the work place which are made known to the District and which pose an immediate danger to the health or safety of teachers or students shall be reported by the District to the Union and UBC at the site with plans to rectify them. A complaint by a teacher or Building Representative that there has been a violation of the safety of students, teachers or other employees shall be made to the site administrator as promptly as possible. The complaint shall be reduced to written form. The site administrator/designee shall provide a written response as to the disposition of the complaint to complainant, the UBC and the Labor/Management Health and Safety Committee (LMHSC) unless the matter has been turned over to the LMHSC, in which case the LMHSC shall provide the response. (See Section 14.5)

14.1.1.5 All teachers, in the course of performing their duties, shall be alert to unsafe practices or conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisor.

**14.2 Safe Working Conditions**

14.2.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.

14.2.2 At each bargaining unit member work site, there shall be designated restrooms for the sole use of school staff and other adults.

- 14.2.3 The District shall provide each classroom with a first aid kit.
- 14.2.4 Under ordinary circumstances no bargaining unit member shall be required to transport pupils in private vehicles.
  - 14.2.4.1 In the event the District requests or requires that a unit member transport a pupil or pupils, the District shall provide primary liability coverage for any incident that occurs during such assignment.
- 14.2.5 Classroom teachers shall be provided 24 hour notice prior to a parent observing in a classroom, unless mutually agreed otherwise.
- 14.2.6 School sites are non-smoking environments.
- 14.2.7 At each school site, there shall be at least one (1) lunchroom and/or faculty room.
- 14.2.8 The District shall make reasonable efforts to keep facilities free of unwanted rodents, pests, and insects such as ants, roaches and fleas.
- 14.2.9 Upon notification by the unit member to the site administrator, the District shall provide each classroom and major work area that contains an existing, functional telephone jack, with a working telephone.
- 14.2.10 School Modernization and Renovation
  - 14.2.10.1 As the District renovates, builds or otherwise makes improvements to school buildings, the District shall make all reasonable efforts to provide a functioning, monitored central office intercom service at the site and telephone jacks to all major areas that do not already have telephone service.
  - 14.2.10.2 The District and the Union shall consult over general procedures related to health, safety and the maintenance of quality teaching conditions to be applied during school capitalization and modernization projects.
  - 14.2.10.3 The District and the Union shall continue to utilize Contract Administration Committee (CAC) and division meetings for addressing site specific issues in the areas referred to in section 14.2.10.
- 14.2.11 Unit members shall be provided with a secure space in which to store personal belongings.
- 14.2.12 SFUSD identification badges will be made available to all unit members by the end of the term of the 2017-2020 contract.
- 14.3 Harmful Chemicals – Removal and cleanup of hazardous materials, shall be handled in accordance with all applicable federal and state laws and regulations that apply to California TK-12 public schools by persons specially trained in such procedures.

- 14.3.1 The District acknowledges that the presence of asbestos, when in a friable condition, poses a serious health hazard for employees and pupils.
- 14.3.2 The District will comply with federal and state laws and regulations applicable to California TK-12 public Schools with regard to asbestos removal.
- 14.3.3 Any sick leave taken in connection with documented cases of work related asbestos illness (mesothelioma) shall be unlimited and not deducted from the bargaining unit member's accumulated sick leave.
- 14.4 **Bodily harm, reimbursement**
  - 14.4.1 ~~Pursuant to Section 44014 of the Education Code~~ Teachers shall promptly report cases of attack, assault or physical threat by any pupil or any individual to the principal or immediate supervisor and to the appropriate law enforcement authorities. The principal or immediate supervisor who has knowledge of such incident shall promptly report the same to the appropriate law enforcement authorities; the written report of the incident described in 14.4.2 shall also be filed with the Superintendent/designee. While said report is not grievable, a copy shall be provided to the teacher who may attach his/her own statement thereto.
    - 14.4.1.1 The District shall inform the teacher of his/her rights under the law and shall provide such information in writing.
  - 14.4.2 The District shall provide a copy of each report of attack, assault or physical threat against a unit member to the Union on a District-approved form developed in consultation with the Union.
    - 14.4.2.1 Absent extraordinary circumstances, such report shall be delivered to the Union within thirty (30) calendar days of the teacher's report of the incident to his/her principal or immediate supervisor.
    - 14.4.2.2 The District shall notify the Union immediately upon determining that the foregoing thirty (30) day timeline will not be met and, in such a case, shall inform the Union of the specific date for delivery of the report.
    - 14.4.2.3 Alleged violations of the foregoing thirty (30) day timeline shall not be subject to Article 19 (Grievance Procedure) except to the extent that the grievant asserts that s/he has been materially and adversely affected by the alleged violation.
  - 14.4.3 The District shall give direct legal and other related assistance in accordance with applicable law for any assault upon the teacher while acting in the discharge of his/her duties.
  - 14.4.4 When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave.

- 14.4.4.1 An assaulted employee who presses charges against his/her assailant shall have those days of required court appearance, resulting from subpoena, designated as days with full pay. Such absences shall be treated as judicial appearance leave.
- 14.4.5 The District shall reimburse a teacher for damage or theft of personal property when said damage or theft results from attack, assault or physical threat, robbery or vandalism when said damage or theft occurs in the line of duty, including pupil supervision, without fault of the teacher. Damage or theft of property in the line of duty does not include damage to or theft of automobiles used solely for commute purposes.
- 14.5 **Labor/Management Health and Safety Committee (LMHSC)**
- 14.5.1 The District and UESF shall establish a labor/management safety committee of equal representation which shall meet on a regular basis to discuss and consider appropriate means of resolving safety and student discipline issues. The District and the Union will appoint members to this committee no later than September 30 of each year covered by this contract. The various other unions representing District employees shall be invited to participate. Upon mutual agreement by both the District and the Union, other city agencies, parents, students, and community members may be invited to participate when the committee deems it appropriate. Any recommendations having a contractual impact shall be referred to the Negotiating Teams of the impacted parties.
- 14.5.1.1 The Labor/Management Health and Safety Committee shall develop recommendations addressing the following issues:
- The development of programs that will teach pupils and teachers techniques for identifying and resolving conflicts without violence.
  - The development of training programs for school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
  - The development of staff development programs for school staff to learn to identify at-risk pupils, communicate effectively with such pupils and refer such pupils to appropriate school-community relationships.
  - The development of a safety checklist and procedures to provide safe and non-hazardous working conditions for the teachers and learning conditions for the students in order to conform to appropriate governmental standards so as to promote the health, safety and well-being of teachers and their students.
  - The development of plans in the continuing effort to implement the Board approved Safe and Supportive Schools Policy and to present revisions to District policies regarding timing of implementations for staffing and support to schools.



- 14.5.2 The recommendations developed by the Committee shall be submitted to the Superintendent and President of UESF and to the extent needed be provided to the respective negotiating teams.
- 14.5.3 The Committee may request from the District, to the extent allowed by the law, data and information that would contribute to the implementation of this article, and to meet the goal of providing for safe schools and the prevention of violence among pupils.
- 14.5.4 The LMHSC and any experts the parties may designate shall have access to all schools and other District work sites to which teachers are assigned for the purposes of investigating and assessing allegedly unsafe working conditions. If possible, such visits shall be made in a manner that minimizes disruption to the facility.
- 14.5.5 The LMHSC may establish sub-committees to deal with special safety, environmental, and health issues.
  - 14.5.5.1 The LMHSC or an appropriate subcommittee will consider any complaint brought to its attention in writing and will issue a written response as to whether a hazardous and/or unhealthful condition exists and how it will be addressed.

**14.6 Specialized Health Care Procedures and Indemnification**

- 14.6.1 In accordance with Article 29.4 no unit member except public health nurses shall be required to administer medication or provide other medical services.
- 14.6.2 The District shall indemnify and hold harmless, in accordance with applicable Government Code sections, any unit member who performs health care services.

**14.7 Non-discrimination**

- 14.7.1 No bargaining unit member shall be discriminated or retaliated against for exercising their right to a safe and healthy workplace.
- 14.7.2 No bargaining unit member shall be discharged, penalized, or disciplined for filing a health and/or safety complaint.

**14.8 Disaster Service Worker**

Pursuant to Government Code §3100, all public employees are declared to be disaster service workers and subject to such disaster service activities as may be assigned to them by their superiors or by law. When assigned disaster service activities by the District, they are working within their scope of employment.

- 14.8.1 A unit member shall be paid at her or his per diem hourly rate, rounded to the nearest half-hour, for all time worked as a disaster service worker beyond their contractual workday.

For District  
Carroll Stewart  
 Chief officer 10/4/17

For UESF  
Lisa Ben  
 president 10-4-17

# UESF Certificated Proposal **TA**

Date 10-30-17

Time 10:48am

## 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 31<sup>st</sup>. Benefits will terminate at the close of the fiscal year for those teachers who did not meet the March 1<sup>st</sup> deadline and who do not return the following year.

### 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 15<sup>th</sup>, 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-~~ 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 15<sup>th</sup>. Each applicant shall be notified in writing of acceptance or denial no later than May 1<sup>st</sup>.

**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 15<sup>th</sup>. This paragraph does not apply to consolidated teachers or Group A RFLs.

**15.3.3.4 Open hiring period**

**15.3.3.4.1** Upon completion of the internal preference period, the District will post all known vacancies. All appropriately credentialed teachers may interview for these vacancies. Vacancies shall be open to both internal (consolidated teachers, RFLs and voluntary transfer applicants) and external candidates. Unplaced consolidated teachers and RFLs shall continue to have priority over other candidates as provided in Section 15.2.3.

**15.3.3.4.2 Notice** — Each internal applicant shall be notified in writing of acceptance or denial no later than June 1<sup>st</sup>.

**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-~~ 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 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.
- 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~~ High Potential Schools and Hard-to-Fill Subjects

15.6.1 Effective March 1, 2018, schools formerly designated as "Hard-to-Staff" will be designated as "High Potential Schools." The Superintendent may designate up to 25 schools as ~~Hard-to-Staff~~ High Potential sites. The selection of the ~~Hard-to-Staff~~ High Potential 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~~ High Potential Schools and Hard-to-Fill Subjects – Staffing Process

15.7.1 All vacancies for positions at ~~hard-to-staff schools~~ High Potential 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~~ 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 1<sup>st</sup> and 15<sup>th</sup> 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.

15.7.3.1 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 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.

**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 1<sup>st</sup> 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 1<sup>st</sup> and 15<sup>th</sup> of each month.

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Note: Amend Appendix F from "Hard to Staff Schools" to "High Potential Schools."

## TENTATIVE AGREEMENT

Date: 11-2-2017

Time: 5:59 pm

### **18. Professional Development**

- 18.1 All District in-service workshops will be open to substitute teachers on a space available basis. Site-based in-service activities that take place before or after the instructional day and during the regular work day shall be made available to day-to-day and long-term substitute teachers working at said site, ~~on a space available basis.~~
- 18.2 The District shall solicit ~~in writing~~ the in-service needs of each teacher through methods that will include written or electronic means.
- 18.2.1 Using the information gathered through Section 18.2, the principal and Union Building Committee shall review the in-service needs and provide input on the site in-service calendar in the spring.
- 18.3 Time for required workshops or training sessions shall be considered part of the work week for regularly assigned teachers as described in Article 7, Days and Hours of Employment.
- 18.4 One-half of the first day of service at the beginning of the year may be designated as District-wide in-service.
- 18.5 Regularly assigned teachers may have paid released time to attend professional meetings and conferences. Full or partial reimbursement may be made for conference fees and expenses. The Union and District will jointly develop a formula for allocating such released time in an equitable manner where funds have been designated for this purpose.
- 18.6 Regularly assigned teachers may have up to two (2) days released time each year to visit and observe classrooms, schools, or programs, which can only be visited effectively during the school day, depending on availability of funds designated for this purpose and availability of substitutes. Each teacher granted such released time shall file a report on the visitation with his/her immediate supervisor.
- 18.7 The District and the Union shall form a joint committee consisting of six (6) individuals, three (3) appointed by the Union and three (3) appointed by the District. This committee will explore ideas ~~as follows:~~ for the planning and development of District Professional Development. The committee shall present recommendations to Curriculum and Instruction, Student Families and Community Support Services or its successor, the Special Education Department, the Superintendent or designee, and the Union president in March of each year. Ideas to be explored shall include:
- content and scheduling for in-service training;
  - ~~issues of certification and retraining;~~ selection of in-service training providers;
  - ~~communication to teachers of changing needs for retraining; and/or~~
  - sources of funding for ~~a professional development center.~~
- 18.7.1 It is the intention of the parties to prioritize annual professional development and in-service training in the following areas: restorative practices; schoolwide, classroom,

and individual student behavior plans; special education inclusive practices; trauma-informed practices; and positive behavior interventions and supports.

- 18.8 **Professional growth** — This Section applies to Early Education teachers who hold a permit, these regularly assigned teachers who do not hold a clear multiple or single subject teaching credential and to those who desire to maintain such a credential. The minimum requirement for compliance with this Section shall be: Professional Growth plans shall follow the guidelines described in the Child Development Permit Professional Growth Manual form from the California Commission on Teacher Credentialing.
- 18.8.1 — ~~Successful service as a classroom teacher or successful service authorized by a services credential. The minimum length of service shall be equivalent to one half (0.5) of a school year;~~
- 18.8.2 — ~~Completion of an individual program of Professional Growth that shall consist of a minimum of one hundred and fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. Acceptable activities shall be defined to include:~~
- ~~• the completion of courses offered by regionally accredited colleges and universities;~~
  - ~~• participation in educational conferences, workshops, teacher center programs, or staff development programs, including District approved school site staff development programs;~~
  - ~~• participation in systematic programs of observation and analysis of teaching;~~
  - ~~• service in a leadership role in a professional organization related to instruction; and~~
  - ~~• participation in educational research or innovation efforts.~~
- 18.8.3 — ~~An individual program of Professional Growth shall be developed and planned by the holder of a clear teaching credential.~~
- 18.8.4 — ~~Before a teacher coming under the provisions of this section commences or amends an individual program of Professional Growth, the advisor shall certify to the teacher that the planned program or amendment complies with this section.~~
- 18.8.5 — ~~The District shall designate only certificated administrators to serve as Professional Growth Advisors (hereinafter referred to as "advisor"). A list of these advisors, including work location, will be published by the District annually, prior to the beginning of the school calendar year. The responsibility of an advisor shall be to determine whether activities identified in the plan of a teacher comply with these provisions.~~
- 18.8.6 — ~~On a form provided by the state, a credential holder shall write a Professional Growth plan, which shall identify his or her Professional Growth goals, and the Professional Growth activities he or she proposes to pursue.~~
- 18.8.7 — ~~A credential holder may amend a Professional Growth plan by adding, deleting or changing any of the original or previously amended goals or proposed activities.~~
- 18.8.8 — ~~The Professional Growth advisor shall sign a Professional Growth plan, and shall initial an amendment to a Professional Growth plan, if it is in compliance with this section and the Professional Growth needs of the teacher.~~



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

**18.9 In-service education for substitute teachers (See Section 26.6.2)**

**18.10 Career in Teaching Committee**

- 18.10.1 UESF and the District shall maintain a Career in Teaching Committee to provide a coherent, comprehensive and articulated support and induction program of services to teachers as they begin their career in San Francisco through their development into master practitioners of the teaching profession.
- 18.10.2 The Career in Teaching Committee shall be comprised of equal numbers appointed by the Union and District and shall meet on a regular basis.
- 18.10.3 The Career in Teaching Committee shall by mutual agreement invite the active participation of representatives of the United Administrators of San Francisco on the committee concerning issues that directly impact UASF membership.
- 18.10.4 The Career in Teaching Committee, working in collaboration with appropriate District departments, is charged with preparing a proposal that:
  - 18.10.4.1 links and coordinates recruitment efforts and hiring policies (the Pre-Intern, Intern, Beginning Teacher Component, and BTSA) as well as develops programs designed to attract and retain quality teachers into the profession and improve and encourage teachers' professional growth opportunities;

- 18.10.4.2 expands opportunities for collaboration among professional educators and gives teachers broader roles and responsibilities in order to improve student achievement and provide better schools for children and teachers;
- 18.10.4.3 creates a sequential career ladder for teachers, from recruitment, pre-credential, probationary, tenure, and other teacher classifications that may be subsequently bargained;
- 18.10.4.4 creates a plan for increasing the number of teachers who are National Board for Professional Teaching Standards certified;
- 18.10.4.5 develops a comprehensive proposal for determining eligibility criteria for teachers, various teacher duties and classifications; and
- 18.10.4.6 reviews and monitors District programs affecting teacher training and professionalization.
- 18.11 Added Authorizations in Special Education
  - 18.11.1.1 If the District requires any unit members who hold Special Education credentials to earn added authorizations in Special Education, the following support and assistance shall be provided:
    - 18.11.1.1.1 Tuition payments required of the unit member in order to obtain the required authorization(s) shall be eligible for tuition reimbursement up to ~~\$1500~~ 2000 per year for up to three (3) years from the Proposition A MOU tuition reimbursement fund (see Appendix F) or other funding sources identified by the District. These reimbursements shall be made on an annual basis. Unit members not completing the authorization within three (3) years shall reimburse the District for any monies received under this provision. Unit members who are unable to complete this authorization within three (3) years due to extenuating circumstances can appeal to the Chief Administrative Officer of Human Resources or designee for an extension of this time period.
    - 18.11.1.1.2 Full coursework credit for salary-schedule advancement shall be granted upon completion of authorization and/or credential requirements and in accordance with section 11.7.

For the District:

*Cassandra Anderson*

For the Union:

*Letia Blue 11-2-17*  
*Susan Solomon 11-2-17*

## TENTATIVE AGREEMENT

Date: 11-2-17

Time: 6:03 PM

### 21. Student Discipline

#### 21.1 Student discipline

21.1.1 ~~A~~ A safe and orderly learning environment is a major priority of the parties, and is based upon culturally relevant pedagogy, trauma-informed practices, and restorative justice principles. 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. Behaviors that are inconsistent with such an environment shall be dealt with safely, fairly, and consistently, and in a timely manner.

#### 21.2 District support and assistance

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

21.2.1.1 Unit members and school sites shall have access to support and consultation from the department of Student, Family and Community Support (or its successor) on an equitable basis, with the Multi-Tiered Systems of Support tier level (or its successor framework) of the school being among the factors considered. Student, Family and Community Support (or its successor) shall provide timely consultation to the request for support.

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 unit members, in collaboration with school site administration,~~ shall review student discipline policies and procedures. Said presentation shall also include (a) information regarding teacher rights and responsibilities relative to student discipline 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. A school behavior team shall be established at each school site. Such team shall include one or more classroom teachers, a Student Support Services unit member, and a paraeducator (for example, a family liaison or elementary advisor). The site administrator shall be responsible for the implementation and monitoring of a schoolwide behavior plan that is based on schoolwide student behavior procedures and norms as developed by the school behavior team and the site administrator.~~
- 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.
- 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 Any student who is suspended from class shall receive a reentry conference. The reentry conference shall take place as soon as possible, but in no case more than three (3) school days after the reentry date. At the reentry conference, staff, student, and guardian(s)/parent(s) will address the cause of the suspension and determine if additional supports are necessary.
- 21.3.32 The teacher may also suspend pupil(s) who:
- 21.3.32.1 caused, attempted to cause, or threatened to cause physical injury to another person; or
- 21.3.32.2 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
- 21.3.32.3 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
- 21.3.32.4 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
- 21.3.32.5 committed robbery or extortion; or
- 21.3.32.6 caused or attempted to cause damage to school property or private property; or
- 21.3.32.7 stole or attempted to steal school property or private property; or

- 21.3.32.8 possessed or used tobacco; or
- 21.3.32.9 committed an obscene act or engaged in habitual profanity or vulgarity; or
- 21.3.32.10 unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11364 of the Health and Safety Code; or
- 21.3.32.11 knowingly received stolen school property or private property; or
- 21.3.32.12 committed sexual harassment (as defined by SFUSD Board of Education Policy).
- 21.3.43 The actions stated above may occur at any time or place related to school attendance or school.
- 21.3.54 No pupil shall be suspended or expelled for any of the acts enumerated unless such act is related to school activity or school attendance.
- 21.3.65 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.
- 21.3.76 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.
- 21.3.87 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.
- 21.3.98 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.
- 21.3.109 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.
- 21.3.110 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.
- 21.3.124 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.

**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.~~**  
The District and the Union shall, within thirty (30) days of ratification and approval of this agreement, form a committee of equal representation of the District, the Union, and parents/guardians. Parent/guardian representatives shall be appointed by mutual agreement between the District and the Union. Within one-hundred and twenty (120) days of ratification of this agreement, the committee shall meet and make recommendations regarding implementation of the Safe and Supportive Schools Policy to the school board.

*and approval by*

**21.11 Reentry of Student Following School Suspension**

21.11.1 Any student who is suspended from school shall receive a reentry conference and an intervention plan, as described in the Student and Family Handbook or its successor publication.

For the District:

*Carmin Aguirre*

For the Union:

*Lisa B...* 11-2-17  
*Susan Solomon* 11-2-17

## 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 two (2) of these hours per week shall be directed by the teacher for preparation time. Up to one-half (.5) hour per week shall be directed for planning time.
- 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.

<b>Priority Order for Pre-K Summer Program</b>
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.
- 25.5.2 Part-time school-age teachers shall have priority for full-time positions (see priority table in Section 25.5) that become available in the Early Education Department. This section is not intended to restrict the rights of currently employed full-time teachers to exercise their transfer rights under Article 15, Staffing and Assignment.

W ~ B ~  
UESF 5/23/17

- 25.5.3 Part-time school-age teachers shall be paid at their per diem rate for Thanksgiving recess and 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 1<sup>st</sup>, 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.
  - 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 recess, 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 11.7.11.7.

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 15<sup>th</sup> 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 **Recesses** — The Union and District agree that the Early Education Department may, without reducing FTE, provide reduced student service locations during winter and spring recesses.

#### **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.

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.

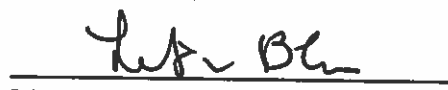
- 25.15.2 Effective with the ratification of the agreement, EED staff shall be notified of state or federal requirements for home visits prior to any regulatory requirement to perform them.
- 25.15.3 The District shall assume all liability related to home visits by all unit members to the extent required 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.

Date: 5/23/17

For the District:

  
Carmelo Sgarlato

For the Union:

  
Lita Blanc

TA @ 5:36 PM

**SFUSD Counterproposal to UESF Certificated**

Date 11/3/2017

Time 5:33 PM

**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.
- 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.
- 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.
- 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 fiscal year ~~and no fewer than 12 assignments per semester in order to maintain active status 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 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 fifteen (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 teacher 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 substitute teachers 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 section 44956 and 44957, when applicable, thereby requiring laid off teachers to be appointed to substitute positions by seniority.

26.3.9 -Substitutes may not cancel out of an assignment less than twelve (12) hours in advance. If a substitute cancels out of three (3) assignments with less than twelve (12) hours advance notice, the substitutewill be deactivated will be sent a notification. Any further cancelations by that substitute will cause that substitute to be deactivated. To be considered for reactivation, the substitute must submit a letter to the Human Resources supervisor of substitutes requesting continuation of substitute employment and outlining the reasons for canceling out of assignment without sufficient advance notice. The District shall reply to the request not later than seven (7) work days following the receipt of the request.

A substitute who cancels an assignment in fewer less than twelve (12) hours before the start of the assignment shall not be able to accept another assignment for that day.

~~26.3.10 If a substitute arrives at a site for an assignment and then is informed of the assignment cancellation, the substitute shall be reassigned or paid half day pay.~~

26.3.10 Day to day substitute teachers who teach in both the Early Education Department and TK-12<sup>th</sup> grade programs shall receive differentiated pay upon completion of 71 assignments in either program or a combination thereof.

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

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 twice each school year, once within twenty (20) days after the start of the fall semester and once within twenty (20) days after the start of the spring semester ~~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 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 notify the remaining core substitutes to serve in positions as designated by the District, retroactive to the beginning of the school year. The core substitute position shall be eliminated through attrition.

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

26.7.1.2 Core Substitute teachers shall receive benefits in accordance with the Article 12, Fringe Benefits, of this agreement.

26.7.1.3 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.

~~26.7.1.4 Core substitute teachers shall receive retiree health benefits if they retire during the term of this contract (on or before June 30, 2020/2017) 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.

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

26.7.32.2 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 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 sixty days (60) 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~~thirty (30) 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~~High Potential Schools. On any day that no ~~hard-to-staff school~~High Potential School assignment is available for a QTEA substitute, that QTEA substitute may select a substitute assignment at a non~~hard-to-staff school~~High Potential 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:

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, 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 1<sup>st</sup>.
- 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.

**Substitutes:**

A total of ~~forty (40)~~ ~~forty (40)~~ thirty (30) substitutes shall be granted the benefits offered to 160-day substitutes. Parcel tax revenues shall be used, in addition to the amount currently stated in the collective bargaining agreement, for this purpose. Effective beginning in the 2008-2009 school year ~~Effective beginning in the 2008-2009 school year, all~~ All 160-day substitutes shall be assigned to ~~hard-to-staff schools~~ High Potential Schools. On any day that no ~~hard-to-staff school~~ High Potential School assignment is available for a 160-day substitute, that 160-day substitute may select a substitute assignment at a ~~non-hard-to-staff school~~ High Potential School for that day. A new classification shall be created for these ~~forty (40)~~ ~~forty (40)~~ thirty (30) bargaining unit members.

All 160-Day TK-12 substitutes: \$214.66 per day

All TK-12 Assignments at High Potential Schools: \$16/day differential pay

160-Day Early Education Hourly Substitutes: \$28.47/hour

The rates above do not reflect any salary increases. Once salary increases are determined, these rates shall be adjusted to reflect such increases and added to the substitute teachers' daily and hourly rates in Appendix B.

Carmen [Signature]  
DISTRICT

Lita Blue UESF  
EP [Signature] UESF  
Jessie Solomon

## TENTATIVE AGREEMENT

Date 11-3-2017

Time 11:47

### **29. Special Education**

- 29.1 It is the intent of the San Francisco Unified School District and the United Educators of San Francisco to continue ~~seeking the assistance and cooperation of the Union in working~~ together to meet the diverse and unique needs of the District's students receiving special education services ~~population~~ and to comply with Federal/State laws and regulations.
- 29.2 The ~~San Francisco Unified School District~~ and the Union recognizes the necessity of timeliness in addressing the essential learning needs and conditions of the students children ~~which should be the basis for all of our combined efforts~~. Therefore, it is the intent of the Special Education Department and the United Educators of San Francisco to continue a joint advisory, planning and review process for the implementation of the full continuum of Special Education services, including but not limited to the following areas:
- Staffing and Workload
  - Identification/Assessment Services
  - Support Services, including behavioral and mental health
  - ~~General Education Alternatives for Students with Behavior Challenges~~
  - Individual Education Program plans and Related Services
  - Implementation of standards based instruction for students with disabilities
  - Vocational Education
  - Bilingual/Special Education English Language Learners: designated and integrated English language development
  - ~~Related Services~~
  - Resource Specialist Program
  - Special Day Classes
  - Inclusive Practices
  - Paraprofessionals/paraeducators
  - Special Education Department Heads
  - ~~Improved~~ Enhanced Opportunities for Articulation and Cooperation ~~Between~~ General Education and Special Education Teachers
  - Implementation of research-based programs such as SOAR (Success, Opportunity, Achievement, Resiliency)
- 29.3 **Community Advisory Committee (CAC)** — Regularly assigned teachers appointed to the Community Advisory Committee shall be provided released time to attend CAC meetings that may be held during the teacher's instructional time. If CAC meetings occur outside the 35 hour work week, the teacher shall be paid at the extended hourly rate.

29.4 **Medical services** — ~~No teachers, except qualified public health nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.~~ In addition to public health nurses, unit members who volunteer and are qualified or trained in accordance with California Education Code section 49423.5 shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid. The District shall not require a unit member to receive training in dispensing, administering, or supervising the taking of medication, nor in specialized physical health care services. A qualified or trained unit member who volunteers to be designated to perform such services may withdraw from this role upon reasonable notice to the supervisor.

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

29.5.1 Special Education teachers and other service providers shall record services delivered on the special education information system.

29.6 Regularly assigned teachers and other related service providers who are members of an Individual Education Program (IEP) or Individualized Family Services Plan (IFSP) development or review team shall be provided released time to attend such meetings that may be held during the teachers’ instructional time. ~~The IFSP is applicable for students from birth to age 3.~~

29.7 All special education and general education teachers have the right to:

29.7.1 refer a student in his/her class for possible assessment, thereby initiating the process to determine if the student is eligible for special education services, and receive timely acknowledgement of this referral;

29.7.2 receive notification of intended placement and access to a copy of the IEP/IFSP ~~or IFSP~~ (as provided by Education Code) of a student receiving special education services as soon as it becomes available, including any information regarding related services, medical alerts, transportation needs, behavior or safety plan, and any other pertinent records, before the student is assigned to the teacher’s classroom;

29.7.3 review the IEP/IFSP with any relevant specialists before the student is assigned to a teacher’s classroom;

29.7.4 have access to regular consultation and support from special education staff in order to ensure implementation of the IEP/IFSP ~~or the IFSP~~;

29.7.5 request the IEP/IFSP ~~and IFSP~~ of a student assigned to his/her class be reviewed for possible modification; and

29.7.6 receive hours of employment consistent with Article 7, Days and Hours of Employment for TK-12 Teachers.

**29.8. Inclusive Practices**

29.8.1 The successful ~~initiation and~~ implementation of inclusive practices in the least restrictive environment require cooperation, planning, preparation, and training of special education and general education teachers and support staff. ~~Therefore, the design and implementation of inclusive practices for individual students at specific schools or sites shall be determined through the IEP or IFSP process.~~ The District's Special Education Department in partnership with Curriculum and Instruction (C & I), Student Families and Community Support Services (SFCSS) or its successor and shall consult with the Union ~~shall consult~~ to develop the professional development necessary to ensure the students are offered the full continuum of services as determined by their IEPs/IFSPs ~~or IFSPs~~ in the least restrictive environment.

29.8.2 All school sites will strive to establish inclusive practices in support of students with IEPs/IFSPs ~~or IFSPs~~ in the least restrictive environment. Coordinated support efforts shall be the responsibility of ~~overseen by~~ the site administrator, ~~the content specialist,~~ the general and special education teacher(s), the paraprofessional(s)/paraeducator(s) assigned to support the classroom or individual student(s) and other pertinent team members as specified in each the student's IEP/IFSP. ~~or IFSP.~~ The centralized special education staff shall be accessible for technical assistance upon request. Such assistance shall include, but not be limited to, advice, guidance, and relevant in information to assure IEP compliance.

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

29.8.4 The implementation of inclusive practices shall not be utilized as a way to achieve a reduction in staff.

29.8.5 There shall be an Inclusion Support Team consisting of, but not limited to the Education Resource Specialists, the general education teacher, the paraprofessionals/paraeducators assigned to ~~the teachers, and paraprofessionals assigned to additional classroom or individual student~~ support as specified in the student's IEP/IFSP.

29.8.5.1 The Inclusion Support Team may seek input from parents or guardians, using the Quality Standards for Inclusive Schools in the Balanced Scorecard as a guide.

**29.9 Resource Specialists Program**

29.9.1 The Resource Specialists Program shall include ~~be entitled to the following according to California Education Code section 56362:~~

29.9.1.1 the assignment of one (1) paraprofessional/paraeducator instructional aide;

29.9.1.2 not to be assigned to serve as resource specialists and to teach regular general education classes at the same time. Classes, which include general education and special education students with and without IEPs, may be assigned, with the

mutual agreement of the teacher and administration, based on appropriate subject-matter credentials and program need.

- 29.9.2 If an itinerant resource specialist position requires a change in the school assignment or additional schools assigned, the reassignment provision of Article 15, Staffing and Assignment, shall apply.
- 29.9.3 The District will monitor the caseloads for possible creation of a full-time equivalent resource specialist position at the school throughout the school year. A caseload of 18 will automatically trigger monitoring. Review and monitoring shall include, but not be limited to, past caseload histories, projected and actual growth, and when, within the school year, the caseload changes.
- 29.9.4 Prior consideration shall be given to qualified current special education teachers when selecting resource specialists.
- 29.4.10 When two (2) or more current special education teachers have relatively equal qualifications, the provision of Section 15.8, Reassignment shall apply.
- 29.12~~1~~ The District shall make every reasonable effort to recruit and provide substitutes for absent teachers and paraprofessionals/paraeducators. ~~assigned to special day classes, paraprofessionals assigned one to one service providers, and to general education classes with students who are receiving special education services in the general education setting. Upon request to the District Human Resources Department, efforts will be made to obtain substitutes for long term absences of paraprofessionals in other special education classes. Long term absences shall be those projected to be in excess of seven (7) work days.~~
- 29.13~~2~~ **Special Education Committee** — In an effort to enhance communication and collaborative problem solving, the District and the Union shall continue the Special Education Committee of staff teachers representing a cross-section of general education and special education programs and levels to meet with District representatives on a monthly basis. Agenda items shall be provided by both sides no later than three (3) days prior to the meeting.
- 29.13.1 Subjects brought to the Special Education Committee shall normally be of District-wide concern, or concerns of a site which, despite, good-faith attempts by all parties involved, have not been resolved at the site level.

#### Special Education Contract References

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

- A. A duty-free lunch period and preparation time as provided in Article 7, Days and Hours of Employment for TK-12 Teachers, and in Article 25, Early Education for Early Education Department Teachers.
- B. Transfer rights as provided in Article 15, Staffing and Assignment.
- C. Class size as provided in Article 9, Class Size.

Amendment to Appendix G:

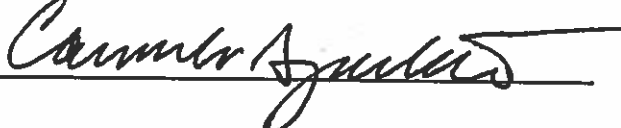
A Special Education Committee of no more than five (5) members per party shall be formed not later than sixty (60) days after ratification of the 2017-2020 negotiated contract. Both parties reserve the right to solicit the support of professional experts outside of SFUSD staff.

This committee will meet and make recommendations on the issues listed below to the SFUSD Superintendent and the UESF President by April 30, 2018. Any agreements shall be promptly implemented and inserted into the contract.

The committee will review the following:

- a) Explore the feasibility of a case coordinator position.
- b) Explore the feasibility of a school tiering system based on special education needs.

For the District:



For the Union:





SFUSD Counterproposal to UESF Certificated

Date: 8/14/2017

Time: 10:10 AM

**TENTATIVE AGREEMENT**

**31. Counselors, Deans, Head Counselors**

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

**Counselors, Deans, Head Counselors Contract References**

It should be noted that references are made to counselors, deans, and head counselors throughout the contract. Of particular note are the following:

- A. A duty-free lunch period and preparation time as provided in Article 7, Days and Hours of Employment for TK-12 Teachers
- B. Transfer rights as provided in Article 15, Staffing and Assignment.
- C. Definition of teacher, Article 3.3.

Date: 8/14/2017

For the District:

  
Carmelo Sgarlato, Chief Labor Relations

<sup>Unions</sup>  
For the District:

  
Lita Blanc, President UESF