

Tentative Agreement Finalized Between UESF and SFUSD

May 17, 2010

Today the conceptual agreement reached last week between the UESF Bargaining Team and representatives from the SFUSD was finalized. The agreement comes as the SFUSD is facing a \$113 million budget shortfall over the next two school years. That deficit may in fact expand, as the California Teachers Association estimates that the Governor's May Revise budget may cut up to \$3 billion more from K-12 education.

Recognizing the difficult economic environment facing the SFUSD, the UESF Bargaining Team's goal during negotiations was to preserve as many certificated and classified jobs as possible. To that end, UESF will be successful in reducing the number of layoffs certificated members from 811 notices sent out in March, to 195 finalized layoffs once the agreement is ratified. For classified staff, the original number of notices sent was 101. If ratified, that number will now also be reduced substantially.

A secondary goal of the UESF Bargaining Team was to improve non-monetary parts of the contract. In recognition of the sacrifices made by UESF members, the Bargaining Team was successful in getting the SFUSD to commit to:

- 60 minutes of duty-free prep time for elementary school teachers per week.
- Improvements to the consolidation rights of teachers.
- A clearer definition of extended hours.
- A commitment to study second-degree bereavement leave for paraprofessionals.
- 15 days of child bonding leave for a newborn baby, using accrued unused sick leave (certificated).
- Tuition help for SPED teachers who are required to earn additional authorizations in SPED.
- Clarification that teachers do not evaluate paraprofessionals.
- Improved language on paraprofessional work schedules.

The agreement will now go to a joint session of the UESF Executive Board and Assembly on May 19th for recommendation to the membership. Once that meeting is held, a vote by mail ballot will be held immediately.

As part of the vote, a paper copy of the TA will be mailed to every active UESF member in good standing. Under separate cover a ballot will arrive in the mail. It is expected that ballots will be sent out Thursday, May 20th, to be returned to the UESF office no later than 5:00 p.m. on Thursday, May 27th.

UESF members are encouraged to read the following and review it carefully. Members who have questions about the Tentative Agreement should come to the **Membership Meeting on Thursday May 20th**, scheduled to last from 4:30-6:30 p.m. in the auditorium of Lincoln High School (2162 24th St.). UESF Officers and members of the UESF Bargaining Team will be on hand to explain the agreement and answer any questions you might have.

TENTATIVE AGREEMENT BETWEEN
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
UNITED EDUCATORS OF SAN FRANCISCO

For the 2010-2011 and 2011-2012 School Years

The provisions of the parties' 2007-2010 Contracts Covering Certificated and Classified Personnel and any Memoranda of Understanding regarding the distribution of parcel tax revenues generated by Proposition A shall remain in full force and effect except as modified or amended as specifically set forth below in this Tentative Agreement.

I. Amendments to Contract Language: The following tentative agreements are attached hereto and incorporated into this Tentative Agreement:

A. Certificated Contract

1. Article 3.12 – Extended Hours
2. Article 7.2.5.1.2 through 7.2.5.1.2.2.7 – Elementary Preparation Time
3. Article 10.2.2.2.2 through 10.2.2.2.3 – Child Bonding
4. Article 10.2.11.2 through 10.2.11.2.1 – Bereavement Leave
5. Article 14.2.10 through 14.2.10.2 – School Modernization and Renovation
6. Article 15.5.8, 15.6 through 15.6.1, 15.12 through 15.12.5 – Consolidation Rights
7. Articles 16.7.2, 16.8.2, & 16.13.1, 16.10.2, 16.10.4, 16.10.5, 16.30.1.1-16.30.2– Evaluations
8. Articles 5.4.1 & 7.2.9 through 7.2.9.5, & 26 through 26.1.5.4 – Living Contract Committee
9. Article 18.11 through 18.11.1.2 – Special Education Added Authorizations

B. Classified Contract

1. Article 11.13 through 11.13.1 – Paid Family Leave
2. Article 13.25 through 13.25.1 – Professional Development
3. Article 3.5.1, 5.4, 17.2 through 17.2.5, & 27.1 through 27.2 – Living Contract Committee
4. Article 15.9 through 15.9.3 – School Modernization and Renovation
5. Article 2.15, 7.1.3, & 7.1.6.1 through 7.1.6.4 – Evaluations
6. Article 9.2.1 – Schedules

II. Economic Agreements:

In order to address the District's structural deficit for the 2010-2011 and 2011-2012 school years as well as mitigate the number of unit members who might otherwise be adversely impacted because of the need to close this deficit, the parties have agreed to the following changes, the sum of which totals approximately \$30 million in expenditure reductions or reallocations of revenue.

In addition, the parties have agreed to allocate approximately \$9,072,616 in Proposition A teacher compensation funds generated from the fall semester of the 2008-2009 school year for the purposes described in the foregoing paragraph.

The changes comprising the \$30 million figure are set forth below and represent two year

suspensions or reallocation of funds under existing agreements (i.e., for the 2010-2011 and 2011-2012 school years only) except where noted otherwise. Effective with the 2012-2013 school year all Proposition A reductions and the work year calendar shall be restored to the pre-2010-2011 levels. The revenue associated with each change is set forth in the chart which is attached to this Tentative Agreement and incorporated herein. The parties agree these amounts are their best estimates as of the time of executing this Tentative Agreement and that minor variances from these figures will not constitute a violation of this Tentative Agreement.

- A. Proposition A Funds (Ongoing Revenue): Proposition A funds designated for the following purposes shall be suspended or reallocated as follows:
1. Tuition Credit Reimbursement: Some funds may be expended for Special Education credentialing as noted in this Tentative Agreement (See Article 18).
 2. Master Teacher Program: One-half (50%) of these funds.
 3. School Wide Awards: One-half (50%) of these funds.
 4. Hard to Fill Subject Areas: One-half (50%) of these funds.
 5. Retention Bonuses: Reduce stipends for teachers after their 4th and 8th years by one-half (50%).
 6. Certificated Professional Development: Reallocate Proposition A funds currently supporting 18 hours of professional development to maintain three (3) staff development days.
 7. Paraprofessional Staff Development: Reallocate Proposition A funds currently supporting 9 hours of professional development.
- B. Proposition A Funds (One-Time Revenue): Proposition A funds designated for the following purposes shall be reallocated as follows:
1. Retirement Incentive: Unspent funds set aside for the 2009-2010 incentive.
 2. Teacher Compensation: All unspent funds designated for any component of teacher compensation from the 2009-2010 school year through and including the 2011-2012 school year, including funds generated as a result of the measure's cost of living adjustment (COLA) and any increase in the number of "taxed parcels," shall be allocated toward reducing the District's deficit. However, in no event shall allocation of revenues described in this section B(2) cause the total expenditure reductions/reallocations of revenue contained in this Tentative Agreement to exceed the \$30 million figure referred to in section II above.
- C. Other Suspensions/Reallocations
1. Temporary Reduction in Unit Member Work Years: Pursuant to the Tentative Agreement on this matter attached hereto, the 2010-2011 and 2011-2012 school years, unit member work years shall each be reduced by four (4) days with a concomitant reduction in salaries.
 2. Sabbatical Leaves shall be suspended and inoperable for the 2010-2011 school year, restored to a maximum of twenty (20) for the 2011-2012 school year, and fully restored to the pre-2010-2011 level effective with the 2012-2013 school year.
 - a. Seven hundred thousand dollars (\$700,000) of the expenditure reduction (savings) generated by this action shall be allocated to restore planned reductions to centrally funded paraprofessional positions (Classifications R10, R20, R40, R50, R60, and R70) for the 2010-2011 school year.

- D. If total unrestricted general fund revenues for the 2011-2012 school year exceed the amount stated for the 2011-2012 school year in the multiyear projection for the 2010-2011 adopted budget, the parties shall meet and confer over early restoration of areas reduced by this agreement, in accordance with the following priority order:
1. Reduced work year (4 days).
 2. Future Hard to Fill Subject bonuses and 4th and 8th year retention bonuses shall be restored to their full amounts.
 3. Sabbatical Leaves.
 4. Proposition A Professional Development hours.
 5. The Support for School Site Increases for Achievement shall be restored to full funding.
 6. The Master Teacher Program shall be restored to full funding.
 7. The Proposition A tuition credit stipend for teachers at hard-to-staff schools shall be restored to full funding.

III. Medical Benefits

Under current contracts, the District assumes the increased employer costs of medical benefits according to the rates established by the City Charter for health plans available through the Health Service System, City and County of San Francisco. (See Certificated and Classified Contracts, Articles 12 and 13 respectively.)

The District shall continue to assume these increased employer costs for the 2010-2011 and 2011-2012 school years according to eligibility requirements contained in the current contracts.

TENTATIVE AGREEMENT TEMPORARY REDUCTION IN WORK YEAR

1. For the 2010-2011 school year only, the work year for all unit members covered by the certificated and classified contracts shall be reduced by four (4) days with a concomitant adjustment in salary, provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating the day before Election Day and three (3) other mutually agreed upon days as unpaid non-work days.
2. For the 2011-2012 school year only, the work year for all unit members covered by the certificated and classified contracts shall be reduced by four (4) days with a concomitant adjustment in salary, provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating four (4) mutually agreed upon days as unpaid non-work days.
3. Certificated unit members who retire during a year in which salary has been reduced due to a temporary reduction in the work year shall have the option to credit furlough days against either salary or service credit, as allowable under CalSTRS.
4. For 2010-2011 certificated unit members who notify the District in writing of their

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

5. Vacation and sick leave benefits for each classified unit member shall accrue for each instructional reduction day based on the unit member's regular number of work hours for a paid work day. In other words, instructional reduction days shall be treated as days worked for purposes of vacation and sick leave accrual.

TENTATIVE AGREEMENT
EXTENDED HOURS

Certificated Contract –

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

TENTATIVE AGREEMENT
ELEMENTARY PREPARATION TIME

- 7.2.5.1.2 Elementary – All elementary school teachers shall be provided sixty (60) minutes of duty free preparation time weekly.
- 7.2.5.1.2.1 Using resources made available by the Weighted Student Formula or non-general fund sources, sites are encouraged to provide additional preparation time in the form of relief time for teachers within the instructional day. Relief time, as distinguished from preparation time, is the time provided elementary school teachers during the instructional day when teachers, who may be subject specialists, teach art, music, or physical education, for example, assume responsibility for student instruction, thus relieving the elementary school teacher for duty-free preparation time.

TENTATIVE AGREEMENT
CHILD BONDING LEAVE

Certificated contract:

10.2.2.2.2 Child-Bonding (Adopted) or Child Placed in Foster Care– A unit member who is eligible for an FMLA and/or CFRA leave for the purpose of bonding with an adopted child or a child placed in foster care may use his/her earned and accumulated unused sick leave during such leave up to a maximum of thirty-five (35) days. Earned and accumulated sick leave may include leave in Article 10.2.4 for a total of 35 days which shall be deducted from the leave available under Article 10.2.4.

10.2.2.2.3 Child-Bonding (Newborn) – A unit member who is eligible for an FMLA and/or CFRA leave for the purpose of bonding with a newborn child may use his/her earned and accumulated unused sick leave during such leave up to a maximum of fifteen (15) days.

Classified contract:

11.13 Paid Family Leave

11.13.1 A joint labor-management committee shall be convened to discuss the feasibility of providing a child bonding benefit using unused sick leave in concert with the SDI Paid Family Leave benefit.

TENTATIVE AGREEMENT
Bereavement Leave – Certificated Contract

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

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

TENTATIVE AGREEMENT
SCHOOL MODERNIZATION AND RENOVATION

Certificated Contract

~~14.2.10 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 major area that do not already have telephone service.~~

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 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.

Classified Contract

~~15.3.9 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 a telephone jack to major areas that do not already have telephone service.~~

15.3.9 School Modernization and Renovation

15.3.9.1 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 major areas that do not already have telephone service.

15.3.9.2 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.

15.3.9.3 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 15.3.9.

TENTATIVE AGREEMENT
CONSOLIDATION RIGHTS

Certificated Contract -

15.5.8 A teacher who is consolidated shall be given written notice (which may include through 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.

15.6 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 the Article 15.5.

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 15.5.

15.6.1 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.

15.12 Support Services

15.12.1 As used in this section (Section 15.12), unit members in Support Services include the following:

School District Nurse;

Certificated Learning Support Professional;
School Psychologist;
Certificated Wellness Coordinators; and
Certificated Health Outreach Worker

- 15.12.2 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);
- 15.12.2.1 Change in caseload or student enrollment; or
- 15.12.2.2 Change in funding stream(s) or allocations; or
- 15.12.2.3 To comply with required qualifications and/or applicable federal or state law or grant requirements; or
- 15.12.2.4 Program need including credentials and qualifications, experience and preferred skills as contained in the job posting.
- 15.12.2.5 Seniority shall pertain when 2 (two) or more unit members have similar credentials and qualifications.
- 15.12.3 The parties shall form a joint labor-management committee to discuss and recommend by December 31, 2010 a policy on the reassignment of unit members in Support Services.
- 15.12.4 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 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.
- 15.12.4.1 Reassignments shall be considered consecutive unless interrupted by an assignment of the unit member's choice as recorded on the assignment preference form.
- 15.12.4.2 If this form is not filed, it shall be deemed to be a request by the unit member to remain at the current site.
- 15.12.5 Open positions shall be posted on the district website, at a minimum, on the 1st and 15th of each month.

TENTATIVE AGREEMENT
EVALUATIONS

Certificated Contract –

- 16.7.2 These WCPRs shall be submitted to the teacher no later than ~~January 15th~~ the first Friday in December if an assessment sequence is to be completed during the fall semester, and ~~May 1st~~ no later than 45 days prior to the end of the school year for the spring semester. If either of the WCPRs reflect an unsatisfactory performance or improvement needed, the teacher shall have a third WCPR and associated conferences. The following represents the required minimum number of assessment sequences that should occur for each teacher personnel category scheduled for evaluation and working for a full school year:
- 16.8.2 These WPRs shall be submitted to the teacher no later than ~~December 1st~~ the first Friday in December, for the fall semester and ~~April 1st~~ no later than 45 days prior to the end of the school year, for the spring semester. If either of the WPRs reflect an unsatisfactory performance or improvement needed, the teacher shall have a third WPR and associated conferences. The WPR which reflects the results of this sequence shall be submitted to the teacher no later than 30 days prior to the end of the school year ~~May 1st~~.
- 16.10.2 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, including referral to this Evaluation article, shall be advised of the criteria upon which the evaluation is to be based, and shall normally be notified of the identify of their evaluator no later than ~~October 1st~~ September 15 of the year in which the evaluation is to take place.
- 16.10.4 In the case of regularly assigned teachers who begin the assignment after ~~November 1st~~ October 15 of the school year, the teacher's site administrator shall provide the teacher a written document outlining his/her general expectations for classroom teachers at the beginning of the teaching assignment. In addition, he/she should make available to, and review with the teacher, job descriptions for all certificated staff not having classroom assignment.
- 16.10.5 In the case of regularly assigned teachers who begin the assignment after ~~November 1st~~ October 15 of the school year, during the course of the evaluation period, mitigating circumstances may arise between the conference and the completion of the assessment which may require modification of the evaluation parameters. These circumstances must be communicated in writing to the teacher to be evaluated and adjustments made, if warranted.
- 16.13 The evaluator shall normally make an observation of the teacher's performance no later than five (5) working days after the pre-observation conference.
- 16.13.1 The District and Union will continue to discuss through the joint labor-management Evaluation Committee the evaluation process and procedure for classroom and non-classroom certificated staff including the role of the Principal's expectations and

scheduling of observations. Notwithstanding any other provisions of the SFUSD-UESF contract the parties shall commence negotiations in the Spring of 2011-2012 over this subject.

- 16.30.1 For the teachers that the evaluator has determined to use the short form, the evaluator shall:
 - 16.30.1.1 Notify the teacher in writing by ~~December 1st~~-November 10 of the intended use of the short form certification.
 - 16.30.1.2 Certify in writing by ~~December 10th~~ November 20 that the teacher shall have the same rating as that received on the most recent long form evaluation.
- 16.30.2 The teacher may, prior to ~~January 15th~~ the first Friday in December, request in writing that a long form evaluation be conducted in the spring semester in place of the certification.

TENTATIVE AGREEMENT
LIVING CONTRACT COMMITTEE

Certificated Contract –

5.4.1 This Article shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.

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.

~~7.2.9 — The Union and the District agree to review the following issues involving the workday:~~

~~7.2.9.1 — The Living Contract Committee shall create a sub-committee with the following mandates: analyze the impact on staffing and costs of an absolute limit of three (3) preparations per day for middle and high school teachers with core programs at the middle school counted as two preparations; and determine the feasibility of this area as a subject for resolution through site shared decision making and submit a report for re-opener bargaining for 2003-2004.~~

~~7.2.9.2 — The Living Contract Committee shall create a sub-committee with the following mandates: collect information related to Advanced Placement class preparation and coordinator workloads and determine costs of any changes; and review differences among sites and study the feasibility of referring this issue for resolution through shared decision making and submit a report for re-opener bargaining for 2003-2004.~~

~~7.2.9.3 — The Living Contract Committee shall create a sub-committee with the following mandate: review the preparation requirements for teachers of bilingual classes and submit a report for re-opener bargaining for 2003-2004.~~

~~7.2.9.4 — In addition, the Elementary School Committee shall devise plans that enable each site to provide elementary school classroom teachers duty-free preparation time within the workweek. The Elementary School Committee's recommendation for re-opener bargaining for 2003-2004 should specify acceptable amounts or ranges of time for these activities and be cost neutral.~~

~~7.2.9.5 — The Living Contract Committee shall create a sub-committee with the following mandate: examine Regional Occupational Program (ROP) teacher schedules to determine changes necessary to bring the schedules into conformity with State guidelines in order to qualify for full state funding.~~

26. Living Contract Committee

26.1 Living Contract Committee: This Article and sub-articles shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.

The parties agree to establish a joint committee, involving both bargaining units represented by UESF, to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall system operations.

- 26.1.2 This committee shall be authorized to discuss any issue of mutual interest or concern and to reach agreement on issues in a timely manner without delaying action until the expiration and renegotiation of either collective bargaining agreement. The Living Contract Committee shall also have the power to amend this Agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the District and Union.
- 26.1.3 The Union and District shall each identify at least two (2) representatives and no more than four (4) representatives as permanent committee members. The Superintendent and/or the UESF President shall participate in meetings of this committee at their discretion.
- 26.1.4 The overall charge to the Living Contract Committee shall include but not be limited to the following:
- 26.1.4.1 Administer and implement the contractual agreements, and resolve disputes or problems in the interpretation and application of the agreements as they arise; and
- 26.1.4.2 Meet monthly on a regularly scheduled date, at times and locations mutually agreed upon, unless the parties agree to a different arrangement. Either the Superintendent or the President may call a special meeting of the Committee to deal with a specific issue on the basis of urgent need.
- 26.1.5 This Article and sub-articles shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.
- The Living Contract Committee shall have the following powers and duties:
- 26.1.5.1 Establish temporary joint subcommittees to address particular issues which shall report with recommendations in writing to the Committee by specific deadlines and establish the membership and operating procedures of such subcommittees. At its first meeting the Committee shall consider the establishment of subcommittees to review issues of concern and make recommendations regarding implementation committees currently in operation;
- 26.1.5.2 Educate both staff of the District and members of the Union regarding the provisions of this Agreement, their responsibilities, and best practices with respect thereto;
- 26.1.5.3 Revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline it; and
- 26.1.5.4 Consider and recommend to the Superintendent and Union President transfers of individual teachers between schools if reason is shown without regard to Article 15, Staffing and Assignment. This process is not meant to substitute for the rights and responsibilities of the parties set forth in Article 16, Evaluation, and/or Article 30, Disciplinary Action. The decision to approve each recommendation for transfer shall be made by consensus of the Superintendent and Union President. Transfers under this subdivision may be voluntary or involuntary, and shall not be grievable. Such transfers shall not impair the transfer rights of other teachers, or any transfer rights of the District.

Classified Contract –

- 3.5.1 This Article shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.

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 The underlined sentence below shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years. Modifications to the seniority sections contained in this agreement have been made attempting to align contract provisions with the technological capacity of the District. The seniority provisions as modified in the agreement of April 24, 2002, contained herein shall be in effect through June 30, 2004. The Union and District, through the Living Contract Committee, will continue to monitor this issue. The seniority issue will be a subject of bargaining for 2003-2004. At that point a re-evaluation of the District's data system including an examination of the status of employment records prior to December 31, 1998, and employment records from January 1, 1999, forward, will be undertaken to determine whether there should be a return to the concept of seniority by class and hours within class.

- 17.2 Career Ladder / Certification — This Article and sub-articles shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.

Under the auspices of the Living Contract Committee the District and the Union shall form a joint labor-management committee consisting of an equal number of representatives not to exceed five (5) from each side. The charge of the committee shall be to formulate recommendations related, but not limited to:

- 17.2.1 Instructional Aide certification,
- 17.2.2 Career ladders for represented classes from entry level to top level,
- 17.2.3 Length of compensated service,
- 17.2.4 Compensation for educational units earned,
- 17.2.5 The recommendations, if any, shall be subject to negotiations at the same time as salaries are negotiated.

- 27.1 Living Contract Committee: This Article and sub-articles shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.

The parties agree to establish a joint committee, involving both bargaining units represented by UESF, to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall system operations.

- 27.1.2 This committee shall be authorized to discuss any issue of mutual interest or concern and to reach agreement on issues in a timely manner without delaying action until the expiration and renegotiation of the collective bargaining agreement. The Living

Contract Committee shall also have the power to amend this Agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the District and Union.

- 27.1.3 The Union and District shall each identify at least two (2) representatives and no more than four (4) representatives as permanent committee members. The Superintendent and/or the UESF President shall participate in meetings of this committee at their discretion.
- 27.1.4 The overall charge to the Living Contract Committee shall include but not be limited to the following:
 - 27.1.4.1 Administer and implement the contractual agreements, and resolve disputes or problems in the interpretation and application of the agreements as they arise;
 - 27.1.4.2 Meet monthly on a regularly scheduled date, at times and locations mutually agreed upon, unless the parties agree to a different arrangement. Either the Superintendent or the President may call a special meeting of the Committee to deal with a specific issue on the basis of urgent need.
- 27.1.5 The Living Contract Committee shall have the following powers and duties:
 - 27.1.5.1 Establish temporary joint subcommittees to address particular issues which shall report with recommendations in writing to the Committee by specific deadlines and establish the membership and operating procedures of such subcommittees. At its first meeting the Committee shall consider the establishment of subcommittees to review issues of concern and make recommendations regarding implementation committee's currently in operation;
 - 27.1.5.2 Educate both staff of the District and members of the Union regarding the provisions of this Agreement, their responsibilities, and best practices with respect thereto;
 - 27.1.5.3 Revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline it;
 - 27.1.5.4 Consider and recommend to the Superintendent and Union President transfers of individual paraprofessionals between schools if reason is shown without regard to Article 12, Transfer. This process is not meant to substitute for the rights and responsibilities of the parties set forth in Article 7, Evaluation, and/or Article 19, Discipline. The decision to approve each recommendation for transfer shall be made by consensus of the Superintendent and Union President. Transfers under this subdivision may be voluntary or involuntary, and shall not be grievable. Such transfers shall not impair the transfer rights of other unit members, or any transfer rights of the District.

27.2 This Article shall be suspended and inoperative for the 2010-2011 and 2011-2012 school years.

All existing joint subcommittees and task forces and other work groups under this Agreement shall continue under the aegis of the Living Contract Committee. The Living Contract Committee shall have the power to consolidate, reconfigure the membership, modify the charge, tasks, and term of joint subcommittees.

TENTATIVE AGREEMENT
SPECIAL EDUCATION ADDED AUTHORIZATION

Certificated Contract –

18. Professional Development

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 per year for up to three (3) years from the Proposition A MOU tuition reimbursement fund (see Appendix M) 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.

TENTATIVE AGREEMENT
CORE SUBSTITUTES

Certificated Contract –

28.6 Core Substitutes

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

- 28.6.2 As soon as administratively feasible after the start of the Fall semester, but in no case later than fifteen (15) days of the start of the school year, the District shall identify and establish a core of fifteen (15) full time non-tenure track temporary teachers to serve in positions as designated by the District, retroactive to the beginning of the school year. The reduction of the Core from 15 to 10 shall be through attrition.
- 28.6.2.1 Appointment to these positions shall be based upon application and seniority ranking within the 300-Day Priority List as described in Section 28.3.7.
- 28.6.2.2 Said Core Substitute teachers shall be paid in accordance with Article 11, Salaries, Increments, and Classification Changes of this agreement.
- 28.6.2.3 Core Substitute teachers shall receive benefits in accordance with the Article 12, Fringe Benefits, of this agreement.
- 28.6.2.4 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.
- 28.6.2.5 Once the initial cadre of Core Substitutes has been hired, vacancies in the Core Substitute corps/list shall be filled as soon as administratively feasible. These appointments shall not be retroactive.
- 28.6.2.6 Up to five additional (beyond those established by this article) temporary core substitutes positions may be created and filled by teachers who lack the requisite credentials or authorizations as required by the California Commission on Teacher Credentialing.
- 28.6.2.6.1 These teachers shall maintain all consolidation rights they held prior to serving as a core substitute and
- 28.6.2.6.2 The Union and the District may agree to increase any number of temporary additional core substitute positions.

TENTATIVE AGREEMENT
PROFESSIONAL DEVELOPMENT

Classified Contract –

13.25 Professional Development

13.25.1 Professional Development opportunities shall relate directly to the professional responsibilities of the respective classifications.

TENTATIVE AGREEMENT
EVALUATIONS

Classified Contract –

- 2.15 “Evaluator,” in the case of a unit member who works at a school site, shall mean the ~~certificated person who serves as immediate supervisor or site administrator in conjunction with one (1)~~ on site administrator. In the case of a unit member who works at other than a school site the supervising administrator shall be designated as the evaluator.
- 7.1.3 In the case of a unit member who works at a school site the ~~certificated person who serves as immediate supervisor in conjunction with one (1)~~ on-site administrator shall be assigned as the evaluator of the unit member. The on-site administrator may seek input from the certificated person who serves as the immediate supervisor and may include such input in the evaluation. In the case of a unit member who works at other than a school site the supervising administrator shall be designated as the evaluator.
- 7.1.4 A formal, written evaluation for every permanent unit member shall take place once each year no later than June 1st-ten (10) days before the end of the school year.
- 7.1.6.1. At the beginning of each school year, or when a unit member is newly assigned to a site, the unit member shall be furnished a copy of the evaluation procedures, including referral to this evaluation article, and shall be advised of the criteria upon which the evaluation is to be based. Effective no later than August 1, 2010, all unit job descriptions shall be available for unit member review on the SFUSD Human Resources web page.
- 7.1.6.2 The ~~supervising certificated evaluator and the~~ on-site administrator shall observe the unit member in the discharge of his/her daily responsibilities for performance factors, as listed on the Evaluation Form. When ~~the evaluator or the~~ on-site administrator observes performance that is less than the required expectations, or is informed of such observed performance by the certificated person who serves as the immediate supervisor, the shortfall should be called to the attention of the unit member. The contents of any written documentation shall be communicated to the unit member.
- 7.1.6.3 When it appears to ~~the evaluator or the~~ on site administrator that a rating of “needs improvement” or “unsatisfactory” is likely in two or more of the performance factors, a conference shall be held by the evaluator on site administrator with the unit member. ~~including the on-site administrator in the case of unit members at a school site.~~ The on site administrator may require the participation of the certificated person who serves as the immediate supervisor in the conference. The areas where expectations are not being met shall be reviewed with the unit member and suggestions given for improvement. A record of such conference shall be prepared by the evaluator for the personnel file of the unit member and a copy submitted to him/her.

7.1.6.4 In conducting a formal evaluation the evaluator shall arrange a conference with the unit member no later than the specified evaluation deadline to discuss the evaluation. ~~If there are two or more areas of “needs improvement” or “unsatisfactory” or if any disciplinary actions have been taken against the unit member, the on-site administrator shall be present at the conference.~~ At the time of this formal conference, the unit member shall receive a copy of said evaluation and shall have the right to submit a written response to his/her evaluation within ten (10) days of receiving said evaluation.

TENTATIVE AGREEMENT
SCHEDULES

Classified Contract –

9.2.1 Each unit member shall be assigned fixed regular number of work hours which can only be changed as provided for in Article 21, Effects of Layoffs. Every effort shall be made to maintain paraprofessional work schedules after the first 15 student instructional days of the school year. Thereafter, required changes in a paraprofessional’s work schedule shall be by mutual consent wherever possible. If the change in the paraprofessional’s work schedule cannot be made by mutual consent an explanation on the need for the change shall be provided by the administrator to the paraprofessional.