

Contract

between

**San Francisco Unified
School District**

And

**United Educators
of San Francisco**

(415) 956-8373
www.uesf.org

Covering Certificated Personnel

July 1, 2010 — June 30, 2012

Preamble

The San Francisco Board of Education and the United Educators of San Francisco recognize their mutual responsibility to work toward the achievement of quality education for all students in the San Francisco Unified School District.

The United Educators of San Francisco and the San Francisco Board of Education have jointly entered into this contract under the Educational Employment Relations Act. This contract enumerates the rights, benefits, and working conditions for all teacher bargaining unit members of the San Francisco Unified School District and provides an orderly method for the resolution of problems.

Under this contract, the parties shall continue to pursue their individual interests in a spirit of mutual respect while working cooperatively toward their common goal of quality education for all San Francisco public school students.

UESF/SFUSD Vision Statement

Quality of teaching is the most influential factor in student learning. Nothing matters more to raising student achievement than the knowledge and effectiveness of teachers and those who support them. The District and UESF are committed to building a lasting labor-management relationship at the central administration and all work sites. This relationship must be based on respect, collaboration and open communication. We must focus on attracting and retaining the highest quality certificated staff and paraprofessionals to achieve sustainable improvement in student learning while constructing a District culture that supports the needs of the classroom, honors our rich diversity, and adapts to leadership transitions.

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1. Recognition

- 1.1 In accordance with and pursuant to the Rules and Regulations of the Public Employment Relations Board of the State of California, the San Francisco Unified School District recognizes the United Educators of San Francisco, AFT Local 61, AFL-CIO, NEA/CTA, as the exclusive representative as defined in Government Code, Sections 3540 through 3549.3, also known as the Educational Employment Relations Act.
- 1.2 Hereafter, the San Francisco Unified School District will be referred to as the “District” or as the “Employer.”
- 1.3 Hereafter, the United Educators of San Francisco will be referred to as the “Union.”

2. Bargaining Unit Defined

- 2.1 In accordance with the Public Employment Relations Board’s Certification of Representation, the Bargaining Unit consists of all certificated employees of the San Francisco Unified School District excluding: management employees; confidential employees; supervisory employees; and non-permanent hourly employees working fewer than twenty (20) hours per week, except for day-to-day substitute teachers and part-time temporary Special Assignment Teachers, defined as those hourly non-permanent Hospital/Agency teachers scheduled for twenty (20) hours per week throughout the school year, identified by PERB #SF-UM-334 (R184A) dated April 30, 1984.
- 2.2 Proposed revisions in the negotiating unit shall be discussed between the Union and the District. Any changes shall be made in accordance with the Public Employment Relations Board’s regulations for unit modification or clarification.

3. Definitions

- 3.1 Wherever the term “school” is used, it is to include any work location, center, unit, or any facility where members of the bargaining unit are located.
- 3.2 Wherever the term “principal,” “site administrator” or “school management” is used, it is to include the appropriate chief administrator of a work location.
- 3.3 Wherever the term “teacher” is used, it is to include all members of the bargaining unit except where specifically noted.
- 3.4 Wherever the singular is used, it is to include the plural.
- 3.5 Wherever the term “Union,” “Union representative,” or “representative of the Union” is used, it is to mean a person, or persons, who have been officially designated as such by the Union.
- 3.6 Unless otherwise noted, the terms “Employer,” “Board,” and “Board of Education” are synonymous.
- 3.7 Unless otherwise noted, the terms “District,” and “San Francisco Unified School District,” and “Superintendent” are synonymous.
- 3.8 Whenever the term “permanent teacher” is used, it is to include both tenured K-12 teachers and Child Development Program permit teachers who have passed probation.
- 3.9 Whenever the term “tenure-track teacher” is used, it is to include tenured K-12 teachers, Child Development Program permit teachers who have passed probation, and probationary teachers.
- 3.10 Whenever the term “regularly assigned teacher” is used, it is to include those permanent, probationary, temporary, emergency, categorical, pre-intern and intern teachers who have been assigned to a site by the Human Resources Department.

3.11 Substitute teacher classifications

- 3.11.1 Day-to-Day is to mean those teachers working on a day-to-day basis.
- 3.11.2 Ten-Day Substitute is to mean those teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher.
- 3.11.3 Forty-Day Substitute, as defined in Section 28.7, is to mean those teachers serving more than forty (40) consecutive days in the same position with no more than two (2) authorized absences. Teachers in this classification shall be paid according to Article 11, Salaries, Increments and Classifications, and Appendix B and provided benefits per Article 12, Fringe Benefits.
- 3.11.4 One Hundred Sixty Day (Fringe Benefit) Substitute teachers shall receive health benefits providing they meet the qualifications specified in Section 28.12.
- 3.11.5 Core Substitute teachers, selected per the criteria specified in Section 28.6, shall be provided regular assignments and paid according to Article 11, Salaries, Increments and Classifications, and Appendix B, according to credential status, and be provided fringe benefits per Article 12, Fringe Benefits.
- 3.12 “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.

4. District and Union Responsibilities

- 4.1 The Board of Education hereby retains all rights, authorities and duties conferred upon and vested in it by the laws and constitutions of the United States and the state of California. Such rights, authorities, and duties include the right to determine and administer policy and are limited only by the terms of this contract.
- 4.2 The Union and the District agree that:
Differences between the parties shall be settled by peaceful means as provided in this contract. For the duration of this contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. For the duration of this contract, the District, in consideration of the terms and conditions provided herein, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.
- 4.3 The Union and District agree to exchange by available computer disk relevant information related to members of the bargaining unit.
- 4.4 The parties to the Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that arbitrary, capricious, or discriminatory.
- 4.5 The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms and the work rules which implement this Agreement.

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 (This Section 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.
 - 5.4.2 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. A computer printout list and data disk 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 October 15th 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 30th and November 30th 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 adequate 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 Child Development Program 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 (U.E.S.F.);
 - b) Pay an Agency Fee to U.E.S.F. 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 U.E.S.F. dues and other fees for service to a non-religious charitable fund as set forth herein.

- 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 of the above requirement. 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 U.E.S.F. agrees to furnish to the Chief Administrative Officer or his/her designee a "Certification Form" to District certifying the amount of U.E.S.F. 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 U.E.S.F. 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 U.E.S.F. 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.

6. Professional Rights

- 6.1 With respect to professional employment, the religious, political, and private life of any member of the bargaining unit shall not be grounds for disciplinary action except as it may directly prevent him/her from effectively performing properly assigned functions during the work day.
- 6.2 Academic Freedom – The District and the Union agree that academic freedom is essential to the fulfillment of the purposes of the San Francisco Unified School District, and they acknowledge that fundamental need to protect teachers from unreasonable censorship or restraint which might interfere with their obligation to pursue truth in the performance of their job with the District.
 - 6.2.1 A teacher’s academic freedom is his/her right and responsibility to study, investigate, present, interpret, and discuss all the relevant facts and ideas in the field of his/her professional competence. This freedom implies no limitation other than those imposed by generally accepted standards of scholarship. As a professional, the teacher strives to maintain a spirit of free inquiry, open-mindedness, and impartiality in the classroom. As a member of an academic community, however, the teacher is free to present in the field of his or her professional competence his/her opinions or convictions and with them the premises from which they are derived.
 - 6.2.2 Within the bounds of Board policies and administrative regulations, as well as adopted state and district curriculums, teachers shall have the opportunity to utilize best practices in employing their teaching methodologies that address students’ different learning styles. Teachers shall also have the discretion to use supplemental materials and develop supplementary lessons aligned with California content standards and district adopted core curriculum.
- 6.3 Listening, recording, television, or other monitoring devices shall not be used in any part of the building to violate teachers’ rights.
- 6.4 A member of the bargaining unit who is an officer of a state, regional, or national educational organization, or who has been regularly elected by his local organization to represent the organization at a state, regional, or national convention, or who is on a program of such a convention or conference, may be excused without loss of salary to attend such convention.
- 6.5 The District endeavors to make sufficient clerical support, telephones, equipment and materials available at each site to conduct the instructional program. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. In the interim there shall be reasonable access to equipment consistent with equipment capacity and site resources. Plans will be developed to meet these needs to the degree possible within the available resources.
- 6.6 Teachers regularly assigned to a site shall participate in the process of interviewing, selecting, training, and scheduling classroom support personnel, whenever possible.
- 6.7 The District endeavors to provide appropriate work space and adequate telephone access at each site to teachers who are assigned to and travel to more than one school. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. Plans will be developed to meet these needs to the degree possible within the available resources.

6.8 Emergency coverage plans

6.8.1 Teachers, through the Union Building Committee, are encouraged to work collaboratively with site administration to develop a mutually acceptable site plan which adequately handles situations where emergency class coverage is a need. Definition of emergency, equitable rotation of responsibility, and substitute compensation paid to the individual or school shall be among the items considered by the UBC. The District shall provide to such schools an amount equivalent to the substitute's pay for purposes of compensation. Past practices shall prevail until a mutually acceptable site plan is developed.

6.9 Suspected child abuse reporting requirements

6.9.1 No later than the end of the first week of school, or upon initial employment or annual reemployment, the District shall provide each teacher with a copy of the current law and procedures of the District regarding the reporting of child abuse and any other pertinent materials that the District may have available on how to recognize child abuse.

6.9.2 When a teacher notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide assistance to that teacher in his/her fulfillment of legal responsibilities.

6.9.3 The District shall respect and maintain the confidentiality of all information on child abuse which a teacher reports to the appropriate authorities.

6.9.4 The District shall provide legal defense assistance to a teacher who is sued as a result of his/her reporting of a child abuse instance.

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

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

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

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

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

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

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

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

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

- 7.2.1.1 **The teacher instructional day within the work day shall be:**
- 7.2.1.1.1 five (5) periods daily for the High Schools and Middle Schools except for those schools operating with block schedules where teachers will have the equivalent of five (5) daily periods scheduled within the workweek:
- 7.2.1.1.2 three hundred minutes (300) for grades 4 and 5
- 7.2.1.1.3 two hundred eighty (280) minutes for grades K through 3
- 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 shall be used for the following types of activities: team planning, student study teams, parent conferences, curriculum development, faculty meetings and other professional activities.
- 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 I.E.P. conferences during the seven hour workday.
- 7.2.4 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.
- 7.2.5 Whenever the term "preparation time" or "preparation period" is used, it is to mean the time within the workday of teachers set aside for planning, grading papers, contacting parents and other instructional tasks to be determined by the teacher.
- 7.2.5.1 **Preparation time within the workday for classroom teachers**
- 7.2.5.1.1 **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.
- 7.2.5.1.2 **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.
- 7.2.5.2 **Preparation time within the workday for non-classroom teachers**
- 7.2.5.2.1 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. 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.

- 7.2.6 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.
- 7.2.7 Teachers may be required to attend no more than two (2) faculty meetings per month, such time to be considered part of the work week described above. Time for common planning time, after school parent 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.
- 7.2.8 The District shall provide two (2) additional conference/preparation periods to each regular high school for Advanced Placement (AP) classes, plus an additional conference period for each twenty (20) AP exams above forty (40) taken at said school the prior year. Teachers of AP classes may make recommendations to the principal for allocating AP additional conference/preparation periods.

7.3 **Kindergarten instruction**

- 7.3.1 Effective with the start of the 1996-97 school year, the length of the instructional minutes at the kindergarten level shall be no more than 280 minutes per day. Kindergarten teachers will be provided the same supervision relief as accorded other elementary school teachers.
- 7.3.1.1 In further consideration of said instructional minutes at Kindergarten, and consistent with the Educational Equity Act of 1996 (EEA), schools will be provided with the total resources for 1996-97 that will permit Kindergartens to attain the maximum class size goal of 20.
- 7.3.1.1.1 The District shall not be obligated to continue these EEA resources in any school year after 1996-97 unless it continues to receive an unrestricted annual COLA from the State at the minimum level of 2% and the same level of federal, state and categorical revenue that it received in 1995-96.
- 7.3.1.1.1.1 If the 1996-97 EEA resources cannot be maintained for 1997-98, or beyond, because of the decline in COLA, federal, state or categorical income, either party may request to reopen negotiations on the Kindergarten maximum class-size goal. Unless the parties mutually agree to some other provision during the reopened negotiations, the allocation ratios, referenced in Section 9.3.1, in effect in 1995-96, shall be utilized.
- 7.3.1.1.1.2 If the 1996-97 total resources described in section 7.3.1.1, above, cannot be maintained for 1997-98, or beyond, because of the decline in income factors contemplated in section 7.3.1.1.1, above, either party may request to reopen negotiations on the length of the instructional minutes for kindergarten. Unless the parties mutually agree to some other provision during the reopened negotiations the length of instructional minutes, referenced in Section 7.2.1.1.3 in effect in 1995-96 shall be utilized.

- 7.3.1.2 In keeping with Article 25, Union Building Committee, of the current Contract, each elementary school shall cooperatively develop a plan to utilize the additional teacher resources contemplated in the EEA. Before the District acts on a school's plan, a copy shall be provided to the Union. At schools where the maximum class size goal cannot be met due to lack of facilities, extra teaching positions generated from the additional resources described in Sections 7.3.1.1, above, shall be assigned full classroom teacher responsibilities.
- 7.3.1.2.1 The following process will be used to approve plans:
- 7.3.1.2.1.1 Step 1: In response to the Educational Equity Act, principals will submit program assignments and a narrative on the Full-Day Kindergarten and primary grade instructional model to the Elementary Operations Department.
- 7.3.1.2.1.2 Step 2: A designated panel including representatives from the Elementary Operations Department, a UESF representative, and a Kindergarten classroom teacher, selected by mutual agreement, will review and recommend to the Superintendent.
- 7.3.1.2.1.3 Step 3: The Superintendent or his/her designee will make the final approval.
- 7.4 In the case that the District is unable to continue the 1996-97 EEA resources per Section 7.3.1.1.1.1, teachers of Kindergarten classes shall be encouraged to volunteer to utilize the Jump Start program of staggered starting and ending times for students. A teacher who participates in this program shall be provided with reasonable administrative support in order to implement the program.

8. Parent-Teacher Conferences

8.1 Elementary

- 8.1.1 There shall be five (5) mandated minimum days during the first report card period and five (5) mandated minimum days during the third report card period. The regular instructional day shall be shortened by sixty (60) minutes for each of the ten (10) days designated for parent conferences, and state mandated requirements defining a minimum day shall be met.
- 8.1.2 These minimum days require extended instructional minutes on other days throughout the school year to meet the state mandated annual instructional minutes to receive state apportionment money.
- 8.1.3 Situations differ from site to site in terms of staff preference and program requirements. Decisions on how to make up the minutes for minimum days are best determined on a site-by-site basis and shall become a part of the shared decision making process involving the site administration and UBC. Each plan must be approved by Elementary Instructional Support and Operations for conformance with minimum instructional requirements and compatibility with bus schedules. A copy of the plan, including UBC sign-off, shall be sent to the union.

8.2 Small necessary high schools

- 8.2.1 Two conference days shall be provided at each of the following time periods:
- 8.2.1.1 mid Fall semester
- 8.2.1.2 end of Fall semester
- 8.2.1.3 mid Spring semester

- 8.2.1.4 end of Spring semester
- 8.2.2 Students shall be included in at least one of the two conferences scheduled for each of the time periods.
- 8.2.3 Classrooms, such as computer labs and typing rooms, shall be made available for independent practice for students by other certificated personnel not involved in parent conferences designated above.

9. Class Size

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

- 9.2.4.2.1 If the assignment is the result of an assignment by the Student Assignment Officer, or the District, the documentation of efforts to place the student at a school which is less crowded will be provided by the Educational Placement Office.
- 9.2.4.2.2 If the assignment is the result of a student assigned within the school, the documentation shall be provided by the principal.
- 9.2.5 The Union and the District agree to develop a process for verifying and documenting actual enrollment figures to be used in calculating class sizes as listed in this article. Furthermore, it is agreed that these numbers be a unique set which is to be used by the Union and District at all levels of the District.
- 9.3 The Union and District agree to work cooperatively to reduce class size and determine the focus of such class-size reductions.
- 9.3.1 **Staffing allocation ratio for 2006 – 2007**

Grade Level	Students per teacher
Kindergarten, Grades 1, 2 & 3	*20.0
Grades 4 & 5	32.2
Middle School	33.1
High School	34.4
Necessary Small High School	25.0
Severely Impaired	9.0
Learning Impaired	13.0
Severely Emotionally Disturbed	9.7
Resource Specialist	24.0
* Class size for these grades will be determined by the District's participation in the State's primary grade class-size reduction program and Section 9.8. Class size must conform to SB 311, but in no case shall it exceed 22 students. Any modification in current class size reduction state provisions will trigger an immediate re-opener on K-3 class size. Allocation ratios will revert to the following ratios if the State primary grade class size reduction program is eliminated: Kindergarten – 31.2; Grades 1 and 2 – 26.0; and Grade 3 – 29.8	

- 9.3.1.1 By choosing this vehicle it is understood that assigning teachers by this formula provides class sizes that vary by site. Barring extraordinary circumstances no class shall exceed state maximum class sizes.
- 9.3.1.2 The allocated staff will be assigned to each school site in a manner which achieves as nearly as possible the class goals listed in Section 9.5.

- 9.3.1.3 No later than March 15th the UBC and the principal at each school will meet to review the projected staff allocation numbers and the utilization of the assigned staff for the next school year.
- 9.3.1.4 The Union Special Education Committee and the Special Education Department Director shall meet periodically to review the projected allocation numbers and utilization of the assigned staff.
- 9.3.2 For the remaining years of the contract the Union and the District shall meet on or about February 1st of each year to plan for potential changes from the prior year's staffing allocations.
- 9.3.3 In order to implement and facilitate the planning process and to minimize some of the uncertainty and confusion at the beginning of a year that may adversely affect staff morale and also impede the maximization of District services to students, the Union and District understand that the following sequence of District activities and Union / District consultations shall occur. It is acknowledged that the targeted dates are not hard and fast. If unusual or unforeseen circumstances occur or legal constraints mandate, such dates may be subject to adjustment by the District, in consultation with the Union.
- Italicized items in sections 9.3.3.1 through 9.3.3.10 are not mandatory subjects of negotiations and therefore are not subject to the grievance process.
- 9.3.3.1 *By December 1st, the District projects its overall enrollment for the following school year, reflecting both September and the March/April expectations for that year; said projections shall be shared with the Union.*
- 9.3.3.2 *By January 6th, the various Assistant Superintendents, in consultation with site and special program administrators, identify enrollment projections for school sites, consistent with the overall projections identified in item 9.3.3.1, above; said projections shall be shared with the Union.*
- 9.3.3.3 By January 15th, the Union and District begin negotiations regarding staffing allocation ratios for the following school year.
- 9.3.3.4 *By February 15th, notwithstanding the status of these negotiations, the District preliminarily identifies the staffing allocation ratios that it expects to use for the following school year after consultation with the Union. These allocation ratios may reflect possible March layoff contingencies of the District, if any.*
- 9.3.3.5 *By March 15th, staffing allocations for the following year are provided to the schools, with copies provided to the Union; these allocations may reflect District layoff plans for August, if any.*
- 9.3.3.6 By April 1st, the first voluntary transfer process is conducted pursuant to Article 15, Staffing and Assignment, of the Agreement, unless the District and the Union agree to cancel/postpone said process.
- 9.3.3.7 By May 15th, a second voluntary transfer request process, pursuant to Article 15, Staffing and Assignment, of the Agreement, is conducted for the following school year, but prior to the end of the current school year; the District and the Union may mutually agree to cancel/postpone said process.
- 9.3.3.8 *By May 25th based upon the projections and allocations described herein, the preliminary master programs and elementary class lists are prepared at each site by the administration in consultation with the UBC and distributed to the staff.*

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

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

9.3.4 **Notification**

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

9.3.4.2 **Special Education**

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

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

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

9.4 **Additional funding for class size reduction**

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

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

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

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

9.5 Class size goals

9.5.1 **Elementary Schools**

9.5.1.1	Kindergarten	28
9.5.1.2	Grades 1-2.....	24
9.5.1.3	Grade 3.....	25
9.5.1.4	Grades 4-5.....	30

- 9.5.1.5 Other combinations will have the lower class size of the component grades.
- 9.5.1.6 Class sizes enumerated above also apply to bilingual classes.
- 9.5.1.7 Music pullout program (weekly student contacts, except for special choral programs)..... 500

9.5.2 **Middle Schools**

- 9.5.2.1 English 25
- 9.5.2.2 Foreign Language 30
- 9.5.2.3 Mathematics 30
- 9.5.2.4 Science 30
- 9.5.2.5 Social Studies..... 30
- 9.5.2.6 Art 28
- 9.5.2.7 Business Education 30
- 9.5.2.8 Homemaking..... 28
- 9.5.2.9 Industrial Arts 28
- 9.5.2.10 Music (excluding choir, band, orchestra) and performing arts 28
- 9.5.2.11 Physical Education 37
- 9.5.2.12 Core Program 28
- 9.5.2.13 English as a Second Language..... 25
- 9.5.2.14 Reading, Reading Lab, Math Lab 25
- 9.5.2.15 Family Life..... 30
- 9.5.2.16 Any other 30
- 9.5.2.17 Class sizes enumerated above also apply to bilingual classes.

9.5.3 **High Schools**

- 9.5.3.1 English 25
- 9.5.3.2 Foreign Language 30
- 9.5.3.3 Mathematics 30
- 9.5.3.4 Science 30
- 9.5.3.5 Social Studies..... 30
- 9.5.3.6 Art 28
- 9.5.3.7 Business Education 30
- 9.5.3.8 Homemaking..... 28
- 9.5.3.9 Industrial Arts 28
- 9.5.3.10 Music (excluding choir, band, orchestra) and performing arts 28
- 9.5.3.11 Physical Education 37
- 9.5.3.12 Trade and Industry Classes 25
- 9.5.3.13 Drivers' Education 30
- 9.5.3.14 English as a Second Language..... 25
- 9.5.3.15 Reading, Reading Lab, Math Lab 25

9.5.3.16	Family Life.....	30
9.5.3.17	Career Education.....	30
9.5.3.18	Any other	30
9.5.3.19	Class sizes enumerated above also apply to bilingual classes.	
9.5.4	Small Necessary High Schools	
9.5.4.1	class size.....	25
9.5.5	ESL Pull -Out Program	
9.5.5.1	Contacts per day.....	60
9.5.6.	Child Development Program	
9.5.6.1	Child Development Program teachers shall have teacher/child ratios permitted by law, which are currently as shown below. It is agreed that the District will meet and consult with the Union before implementing any changes in the ratio.	
9.5.6.1.1	Infants 0 through 18 months of age	18 per teacher
9.5.6.1.2	Toddlers 18 to 36 months of age...	16 per teacher
9.5.6.1.3	3 years to Kindergarten.....	24 per teacher
9.5.6.1.4	Kindergarten to 14 years of age	28 per teacher
9.5.6.2	Child Development Program teachers shall have adult/child ratios which are currently as shown below and maximum group sizes permitted by law. It is agreed that the District will meet and consult with the Union before implementing any changes in the ratio.	
9.5.6.2.1	Infants and toddlers 0 through 2 years of age.....	3 per adult
9.5.6.2.2	Toddlers 18 to 36 months of age..	4 per adult
9.5.6.2.3	3 years to Kindergarten.....	8 per adult
9.5.6.2.4	Kindergarten to 14 years of age .	14 per adult
9.5.7	Special Education Class Size Ranges	
	Elementary*	Secondary*
9.5.7.1	Severely Impaired (SI) 6-10	6-10
9.5.7.2	Learning Handicapped (LH) 8-12	8-12
9.5.7.3	Emotionally Disturbed (ED) 6-8	6-8
9.5.7.4	Mild/Moderate Speech & Language Impairment 8-12	8-12
9.5.7.5	Visually Impaired (VI) 6-10	6-10
9.5.7.6	Orthopedically Impaired (OI) 6-10	6-10

- 9.5.7.7 Hearing Impaired (HI)
6-10 8-12
- 9.5.7.8 Speech Clinician
(case-load as permitted by State law)55**
- 9.5.7.9 Resource Specialists
(case-load as permitted by State law)28**
- 9.5.7.10 Psychologists' case loads, job descriptions, and expected
completed assessments for meeting State compliance guidelines
shall be specified as a result of Section 31.12 of this Agreement.
- 9.5.7.11 Pre-K.....12
- *Note: In the instance of heterogeneous classes, class size ranges shall be determined on
the basis of the most severe disability.
- **Note: Part-time teachers' case-loads shall be prorated.
- 9.5.8 Court Schools class size..... 10
- 9.5.9 Community Day Schools class size 22
- 9.6 The Union and District agree to monitor the effort to reduce class size. The process of
reducing class size and the reporting procedures established herein will be evaluated
periodically, and, by mutual agreement, this article may be modified during the term of
this contract.
- 9.7 Beginning with the 1996-97 school year, class size goals for grades K-2 may be
established at twenty (20) as contingent upon funding from the state.
- 9.8 Beginning with the 1997-98 school year, class size for grades K-3 may be established at
twenty (20) contingent upon funding from the state.

10. Leaves

10.1 Unpaid leaves for tenure-track teachers

10.1.1 Long-term personal or professional leave

- 10.1.1.1 A leave of absence for one (1) semester or one (1) year may be taken at the
request of the teacher, provided said request is received by Human Resources not
later than March 15th, preceding the subsequent school year, subject to
arrangements for repayment of any funds owed to the District in accordance with
Section 10.1.9 of this article and Section 11.16.7. If an unpaid leave expires
during the school year, the teacher may extend it to the end of that semester.
- 10.1.1.1.1 Leave requests submitted after March 15th of a given year will not be honored
except in documented cases of family or medical emergency, or in the case of
military transfer leave or any other extraordinary circumstances that the
member could not have known prior to March 15th.
- 10.1.1.2 Except as otherwise provided, a teacher returning to duty from long term leave of
absence shall normally be assigned to a position similar to the one previously
held.
- 10.1.1.3 A long-term personal or professional leave may be extended for a second or
subsequent years by mutual agreement between the teacher and the District.
- 10.1.1.4 See Section 11.16.2 for salary payment schedule upon return from leave.

- 10.1.2 **Long-term parental leave**
- 10.1.2.1 A teacher shall receive, upon application, a parental leave of absence. No teacher shall be required to take an unpaid leave at any time in connection with childbirth or adoption.
- 10.1.2.2 A teacher returning from a parental leave of one (1) year or less has the right to return to his/her previous assignment.
- 10.1.2.3 A teacher may apply for an unpaid leave at any time within the three (3) years after he/she becomes a parent through childbirth, adoption, or legal guardianship. Such leave shall be for the duration of the year in which the leave was taken and shall be extended by mutual agreement for up to one (1) successive school year.
- 10.1.2.4 Upon application a teacher shall be provided unpaid leave to care for a seriously ill child, parent, spouse or domestic partner for up to four (4) months. Upon termination of such unpaid leave, the teacher shall be returned to the position he/she held prior to the leave.
- 10.1.2.5 See Section 11.16.2 for payment policy upon return from leave.
- 10.1.3 **Long-term public service leave** — A teacher elected to a public office, shall be granted a leave of absence from his/her duties as a teacher in the District.
- 10.1.3.1 During the term of such leave of absence, the teacher may be employed by the District to perform part-time service with salary pro rated.
- 10.1.3.2 Within six (6) months after the term of office expires, a teacher elected to a public office pursuant to Ed. Code 44801 shall be entitled to return to the position held by him/her at the time of his/her election at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section.
- 10.1.3.3 See Section 11.16.2 for payment policy upon return from leave.
- 10.1.4. **Long-term military leave** — Teachers shall receive leaves of absence when inducted or called to extended active duty in any branch of the armed forces of the United States or the State of California. Teachers shall have all rights granted under the U.S. Military and Veteran’s Code relating to military leaves.
- 10.1.5 **Short-term personal business leave** — A teacher shall receive, upon application, unpaid leave of up to twenty (20) school days per year.
- 10.1.6 **Substitute work during leave** — A teacher while on leave of absence without salary may serve as a day-to-day substitute unless on leave for illness.
- 10.1.7 **Assignment upon return from leave**
- 10.1.7.1 Except as otherwise provided, a teacher returning to duty from long term leave of absence shall normally be assigned to a position similar to the one previously held. If a teacher notifies the Human Resources Department, Leaves and Separation Unit, of his/her intent to return from long term leave before February 1st (Group A), he/she shall be placed in a position similar to the one held before going on leave, if available (See Section 15.1.5). Any teacher returning from long term leave who notifies the District of his/her intent to return after February 1st (Group B) shall be subject to placement pursuant to Section 15.1.5.4. Group A RFL’s will be guaranteed placement. Group B RFL’s may be assigned or may be continued on unpaid leave status at the discretion of the District. A Group B RFL, who is placed on continued leave because he/she did not notify the District by

February 1st, must notify the Human Resources Department, Leaves and Separation Unit, before February 1st of his/her intent to return in the subsequent year or be subject to termination.

10.1.7.2 Child Development Program teachers shall have the same rights as described in Section 10.1.7.1 above to return to Child Development Program positions.

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

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

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

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

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

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

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

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

10.2.2 **Sick leave**

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

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

10.2.2.2.1 Each school year a teacher may use up to five (5) days each school year of sick leave allowance for immediate family illness. In no event shall said utilization, when combined with immediate family illness provisions of Section 10.2.2.2, above, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.

10.2.2.2.2 **Child-Bonding (Adopted) or Child Placed in Foster Care** – 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 CRFA leave for the purpose of bonding with a newborn child may use his/her earned and accumulated unused sick leave during such leave up to a maximum of fifteen (15) days.
- 10.2.2.3 A teacher who has accumulated sick leave in the District may make use of such leave while employed as an administrator or teacher of summer school session classes or schools in the same manner as in the regular school year.
- 10.2.2.3.1 Unless prohibited by law all sick leave earned and accrued as a classified employee of the district shall be maintained if the employee becomes a certificated unit member. Hours of accrued sick leave shall be converted to days of accrued sick leave by dividing the number of hours by seven then rounded to the nearest whole day (or by the length of the regular work day for unit members in the Child Development Program), 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 printed on the regular pay check.
- 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 less 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 from which the selection process employed in selecting an arbitrator to hear a grievance will be used to pick the physician whose decision shall be binding.

10.2.4.2 A teacher who has exhausted his/her extended sick leave and is unable to return to duty shall be granted unpaid leave of absence for up to one year. Extensions may be granted by the Board of Education. Such a teacher may qualify for Long-Term Disability benefits under the provisions of this contract.

10.2.4.3 A teacher returning from an extended sick leave of one (1) year or less has the right to return to his/her previous assignment if it has not been filled by a probationary or tenured teacher.

10.2.5 **Sick Leave Bank**— The Union and the District agree to continue the Sick Leave Bank.

10.2.5.1 Participation shall be voluntary, but permitted for all tenure-track teachers covered by this agreement and included in the bargaining unit.

10.2.5.2 Each teacher who decides to participate during the school year will remain a member for that year and future years unless otherwise requested in writing to Human Resources. To draw from the bank, a unit member must be a member of the bank. At the end of the 2009-2010 school year, the Governing Committee shall be authorized to determine if an exception shall be made to this provision.

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

- 10.2.5.4 The Union and the District Governing Committee shall oversee the operation of the Sick Leave Bank. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee.
- 10.2.5.5 If the District and the Union deem the Bank inoperable, the Governing Committee shall return to teachers those days contributed or the remaining fraction thereof.
- 10.2.5.6 Sick Leave Bank Forms and operating procedures mutually agreed to are found in Appendix H.
- 10.2.5.7 Teachers must expend their accrued sick leave and extended sick leave before receiving donations from the Sick Leave Bank.
- 10.2.6 **Maternity disability**
- 10.2.6.1 The District shall provide for leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 10.2.6.2 A teacher returning from such leave of absence shall return to the position previously held.
- 10.2.7 **Military leave** — Teachers shall be entitled to eighteen (18) days paid leave of absence for temporary active duty or active duty for training in any unit of the United States Reserves or the California State National Guard, or for medical examination related to such duty, so directed by written orders signed by the teacher's unit commanding officer or officer-in-charge.
- 10.2.8 **Leave of absence as an exchange teacher** — Such leaves shall be governed by the provisions of the Education Code.
- 10.2.9 **Leave for medical examination** — A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District. The cost of such examinations shall be borne by the District. For the purpose of securing an X-ray or tuberculin test, as required by the Education Code, a teacher may be permitted by the principal to absent himself/herself from school for the necessary period of time.
- 10.2.10 **Jury duty or court appearance**
- 10.2.10.1 A teacher who is called to report for jury duty shall be excused for that purpose without loss of pay. Upon request, a teacher shall submit certification of jury duty service in order to be eligible for this paid leave.
- 10.2.10.2 Members of the unit shall be entitled to leave without loss of pay to appear in court as a subpoenaed witness, other than a litigant, or to respond to an official order from duly authorized government agencies.
- 10.2.10.3 The teacher shall submit his or her jury fee, less any necessary expenses, to the District.

10.2.11 **Bereavement leave**

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

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

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

10.2.12 **Sabbatical leave for permanent teachers**

10.2.12.1 **Sabbatical leave requirements**

10.2.12.1.1 **Service** — Sabbatical leaves must be preceded by at least seven consecutive years of teaching service, all of which shall have been full-time service as tenured, probationary or long-term substitute status in the San Francisco Unified School District. For contractual employees initially hired by the District on or after July 1, 1998, “full-time service” is defined as tenure track service. Qualifying service shall be construed as being in paid District status for seventy-five (75%) of the teaching days in each school year. Failure to be in paid District status for seventy-five (75%) of the teaching days in any given year due to being on an unpaid leave shall not constitute an interruption in the seven (7) consecutive year period.

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

10.2.12.1.2 **Sabbatical leaves for study** — A teacher shall complete at least eighteen (18) semester units of work during a sabbatical year. Not less than seven (7) semester units shall be completed during each semester while on such leave, and no more than two (2) semester units of summer school credit shall be counted. These courses shall be exclusive of correspondence courses. Transcripts or other evidence of completion shall be submitted to the Human Resources Department, Leaves and Separation Unit, within sixty (60) days of the teacher’s return to duty.

- 10.2.12.1.3 **Sabbatical leaves for travel**
- 10.2.12.1.3.1 Teachers on sabbatical leave for travel shall remain in travel status at least seventy-five percent (75%) of each semester of leave granted.
- 10.2.12.1.3.2 The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel.
- 10.2.12.1.4 **Sabbatical leaves for a special project** — A teacher shall submit with the application a one (1) page proposal outlining the nature, method and objective of the project. Effort should be made to demonstrate that the project is of comparable value to eighteen (18) units of college study. The proposal shall include a description of the final report or work envisioned and the name of the project supervisor. The latter shall be either an administrator in the District or a faculty member at an accredited college or university who has agreed to supervise the teacher's project. It shall be this person's duty to certify in writing completion of the project to the Human Resources Department, Leaves and Separations Unit, within sixty (60) days of the teacher's return to duty.
- 10.2.12.1.5 **Sabbatical leaves for retraining** — A teacher shall comply with the rules governing a sabbatical leave for study. (See Section 10.2.12.1.2 above.) In addition, a credential or appropriate certificate in the retraining subject area shall be filed with the Human Resources Department, Leaves and Separations Unit. Since this sabbatical requires attainment of a new credential or certificate and since most credential programs require more academic work than can normally be completed in a single year of study, it is anticipated that applicants for this sabbatical will have already completed a substantial portion of the course work prior to commencement of the sabbatical. Exceptions to the requirement to acquire a credential may be made in areas of need, including but not limited to, computer science, mathematics or science.
- 10.2.12.1.6 **Abridgment** — Sabbatical leaves may be abridged for illness, injury or other good cause.
- 10.2.12.2 **Sabbatical leave applications**
- 10.2.12.2.1 Applications must be submitted to the Human Resources Department, Leaves and Separations Unit, for approval. Applicants with unsatisfactory evaluations in the year of application shall be subject to approval by the Chief Administrative Officer or his/her designee.
- 10.2.12.2.2 The percentage of sabbatical leaves granted for a school year shall be the same as the net COLA percentage increase that the District received from the State in the prior year. In no event, however, shall the percentage of sabbatical leaves granted be less than 1% or more than 2% of the tenure-track teachers in the unit. Two (2) one-half year sabbaticals shall be counted as a single sabbatical leave for the purposes of this section.
- 10.2.12.2.3 Qualifying applicants shall be placed in rank order on a single list according to the length of time since the termination of any previous sabbatical leave, or, if no previous sabbatical leave has been granted, in order of the length of time since the beginning of service as defined in Section 10.2.12.1.1, immediately preceding appointment as determined by the District for salary purposes. In the event the cutoff point fall among two (2) or more applicants, each of

whom has equal precedence, a lottery will be held to determine the rank order of the offer of the sabbatical. Those not granted a sabbatical in the lottery will be offered a sabbatical the following school year.

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

10.2.14 **Miscellaneous**

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

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

10.2.13.3 **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 30th of the school year in which the resignation was offered. The District shall make a good faith effort to notify the Union within twenty four (24) hours of a teacher's written offer of resignation unless a teacher affirmatively requests confidentiality.

10.3 **Leaves — temporary, categorical and emergency teachers**

10.3.1 Temporary, categorical or emergency teachers shall be awarded sick leave on the basis of five (5) days sick leave per semester of appointment. This allowance may be carried over to future temporary, categorical, emergency, or probationary appointments in the District.

10.3.2 Temporary, categorical or emergency teachers shall receive a maximum of six (6) months of Industrial Accident leave.

10.3.3 **Extended sick leave**

10.3.3.1 After using all earned and accumulated sick leave, a teacher who has exhausted his or her sick leave for a single illness or accident shall have up to 100 days of extended sick leave for said illness or accident. A teacher on extended sick leave shall receive his or her own pro rata salary minus the sub dock rate, the per diem rate of a substitute teacher. (See Appendix B for appropriate sub dock rate.)

10.3.3.2 A teacher who has exhausted his/her extended sick leave and is unable to return to duty shall be granted unpaid leave of absence for up to one year. Extensions may be granted by the Board of Education. Such a teacher may qualify for Long-Term Disability benefits under the provisions of this contract.

10.3.3.3 A teacher returning from an extended sick leave of one (1) year or less has the right to return to his/her previous assignment if it has not been filled by a probationary or tenured teacher.

10.3.4 **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.

10.3.5 **Bereavement leave**

- 10.3.5.1 Temporary, categorical or emergency teachers shall have bereavement leave for three (3) consecutive days, upon application, without loss of salary, for a death in the immediate family. Immediate family shall include parents (or any person who has actually served in the capacity of parent), grandmother, grandfather or grandchild of the teacher, or the spouse or domestic partner of the teacher, 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.
- 10.3.5.2 Upon application, temporary, categorical or emergency teachers shall receive one (1) day without loss of salary to attend the funeral of a second-degree relative. Second-degree relatives shall include uncles, aunts, nephews, nieces, brothers-in-law, and sisters-in-law.

11. Salaries, Increments, and Classification Changes

- 11.1 For tenure-track teachers not serving the full school year, *per diem* rates will be based on the annual salary that would be earned at a given classification and rating by a teacher who served for the full school year.
- 11.1.1 **Staff Development buy-back days**
- 11.1.1.1 K-12 teachers paid either on the Credentialed Teachers or Non-Credentialed Teachers Salary Schedules have a work year of 184 days, including three (3) Staff Development buy-back days. The only paid absence provisions of the agreement, with appropriate documentation, that will be available to K-12 teachers on the three (3) days of staff development buy-back shall be bereavement and jury duty/court appearance. For an illness absence on said three (3) days, the K-12 teacher shall be required to provide a physician's verification of the illness in order to receive salary payment; personal necessity leave shall not be available on said three (3) days of staff development.
- 11.1.1.2 The 184-day work calendar is dependent upon the funding provisions of Education Code Section 44579.1. In the event that the current State funding level for three (3) days/year of staff development activities for classroom teachers is rescinded, the K-12 teacher salary schedule and work year shall revert to 181 days. If said funding is reduced, the K-12 teacher work year and salary schedule shall be modified proportionately.
- 11.1.2 **Salary tables and pay rates are located in Appendix B.**
- 11.2 **Temporary Reduction in Work Year**
- 11.2.1 For the 2010-2011 school year only, the work year for all unit members covered by the certificated and classified contracts shall be reduced by four (4) days with a concomitant adjustment in salary, provided that there shall be no adjustment in salary for unit members if any administrator is not required to take the same days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating the day before Election Day and three (3) other mutually agreed upon days as unpaid non-work days.
- 11.2.2 For the 2011-2012 school year, the work year for all unit members covered by the certificated and classified contracts shall be reduced by four (4) days with a concomitant adjustment in salary, provided that there shall be no adjustment in salary

for unit members if any administrator is not required to take the same days as unpaid non-work days with a concomitant adjustment in salary. The foregoing temporary reduction in work year shall be accomplished by designating four (4) mutually agreed upon days as unpaid non-work days.

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

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

11.3 **Child Development Program**

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

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

11.4.2 **Children Centers Hourly Substitutes**

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

11.5 **Guaranteed Minimum Instructors Salary for JROTC Teachers**

11.5.1 The San Francisco Unified School District (SFUSD) and the United Educators of San Francisco (UESF) agree to place instructors in 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.

11.5.2 The parties shall strive to include the appropriate minimum guaranteed instructor salary provisions in the salary tables to be developed for all future collective bargaining agreements between the District and the Union.

11.6 Classification changes

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

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

11.6.2.1 Accredited university or college courses

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

11.6.2.3 Courses in specialized schools, if approved in advance.

11.6.2.4 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.

11.7 Official transcripts

11.7.1 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. For a change of classification for a school year, credit must be earned and courses completed before the first school day of the given school year. Transcripts and other documentation of credit must be received no later than December 1st of the year a change of classification will be made.

11.7.2 For fall term appointees, filing of such official transcript of record for work completed before the opening of the fall term of any year may be made at any time prior to December 1st of the same year in order to qualify for classification purposes. For spring term appointees, work completed before the opening of the spring term may be submitted at any time prior to April 1st of that year.

11.7.3 The dates referred to in this section for the filing of official transcripts may, for good cause, be extended on recommendation of the Superintendent and approval by the Board of Education.

11.7.4 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.

11.8 Ratings on salary schedules

11.8.1 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 during that school year effective the same date as the percentage salary increase.

11.8.2 Tenure-track teachers whose hire date is on or after July 1, 1990, shall start with Rating 2 counting for the first year of experience.

11.8.3 Career increments — K-12 teachers

- 11.8.3.1 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.
- 11.8.3.2 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.
- 11.8.3.3 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.
- 11.8.3.4 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.
- 11.8.3.5 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.

11.8.4 Career increments — Child Development Program teachers

- 11.8.4.1 Teachers whose effective date of employment is on or after August 1, 1986, shall be placed only on Salary Classifications IV through VI as defined in Appendix B based upon credits earned.
- 11.8.4.2 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.
- 11.8.4.2.1 A teacher who is placed at Rating 14 shall be entitled to placement at Career Increment A after having served three (3) complete school years during which final placement was at Rating 14.
- 11.8.4.2.2 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.
- 11.8.4.2.3 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.
- 11.8.4.2.4 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.
- 11.8.4.2.5 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.
- 11.8.4.3 New teachers shall meet a sixty (60) unit minimum requirement for placement at Classification IV.
- 11.8.5 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).

- 11.8.6 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.
- 11.8.7 **Newly-appointed probationary teachers**
- 11.8.7.1 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.
- 11.8.7.2 At the time of probationary appointment, if such teacher has previously served in the San Francisco Unified School District, he/she shall be placed in the appropriate classification and shall be allowed credit for increment purposes on the basis of one (1) increment for each year of service as a regularly assigned teacher.
- 11.8.7.3 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.
- 11.8.8 **Temporary, categorical or emergency teachers**
- 11.8.8.1 Teachers hired after July 1, 2000 who do not meet the credential requirements of Education Code Section 45023.1 shall be placed on the emergency and intern teachers salary schedule. The salary schedule for said teachers shall be limited to five ratings.
- 11.8.8.2 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.
- 11.8.9 **Substitute teachers**
- 11.8.9.1 Daily pay for K-12 substitute teachers is listed in Appendix B and C. Each year substitutes shall begin with the "1-70" day rate of pay, provided that upon reaching 71 days the first seventy days become retroactively paid at the "71 or more" rate of pay.
- 11.8.9.1.1 K-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.
- 11.8.9.2 Hourly pay for CDP substitute teachers is listed in Appendix B and C. Each year substitutes shall begin with the "1-91" day rate of pay, provided that upon reaching 91 days the first ninety days become retroactively paid at the "91 or more" rate of pay.

11.9 Vocational teachers

11.9.1 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.

11.9.2 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.

11.10 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:

11.10.1 military leave;

11.10.2 exchange teaching;

11.10.3 sabbatical leave;

11.10.4 when compensation is granted under the provisions of the Workers' Compensation Act;

11.10.5 excused absence when appearing as a witness;

11.10.6 absence with pay to attend a funeral as defined in this contract;

11.10.7 illness or personal necessity days chargeable against accumulated earned sick leave;

11.10.8 absences pursuant to Education Code Section 44981 relating to emergency leaves;

11.10.9 all absences for which the teacher received full pay.

11.11 Increment credit for sabbatical or study leave

11.11.1 Teachers who satisfy the requirements of sabbatical leave.

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

11.12 **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.

11.13 Differentials

11.13.1 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 K-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.

- 11.13.2 A department head in secondary schools or athletic director in high school shall be paid a differential in addition to the salary he/she receives as a teacher. This differential shall be five per cent (5%) of Classification III, Rating 12, of the BA+60 column of the K-12 Credentialed Teachers salary schedule. The required days of service shall be five (5) days longer than the teachers' calendar.
- 11.13.2.1 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.
- 11.13.2.2 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.
- 11.13.3 **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:
- 11.13.3.1 in place of a principal..... \$25.00
- 11.13.3.2 in place of an assistant principal \$15.00
- 11.13.4 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.
- 11.13.5 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.
- 11.13.6 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.
- 11.13.7 A Child Development Program lead teacher serving in place of a Site Manager shall be compensated as follows:
- 11.13.7.1 In a day-to-day assignment for an absent Site Manager, \$15.00 per day;
or
- 11.13.7.2 Effective July 1, 2006, a differential of seven percent (7%) of Classification IV, Rating 10 of the Full-Time Child Development Program salary schedule for Undergraduate plus 60 – 90 units.
- 11.13.7.3 Effective July 1, 2006, substitute lead teachers shall be paid a stipend of \$20.00 for each day that there are three or more hours when either the site manager or Lead Teacher is absent due to illness, vacation, or other approved leave.
- 11.13.7.4 In a Parent Cooperative Children's Center, the District may utilize two (2) lead teachers in lieu of a Site Manager and one (1) substitute lead teacher; if the District utilizes the said alternative, both lead teachers shall be compensated under the provisions of Sections 11.13.7.2 above.
- 11.13.8 **National Board for Professional Teacher Standards (NBPTS)** — Commencing July 1, 2000, 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.
- 11.13.8.1 The 2005-2006 and 2006-2007 increases shall not apply the NBPTS certification. The added salary payment for NBPTS shall continue to be \$5,000.

- 11.13.8.2 This payment shall be reported in accordance with STRS requirements and shall appear as a separate item on pay checks.
- 11.13.8.3 **National Board Certification Subcommittee** – The parties agree to form a labor management subcommittee for the purposes of developing proposals regarding National Board Certified unit members’ responsibilities. The Union shall appoint 4 members and the District shall appoint 4 members. The subcommittee shall submit negotiations proposals, if any, to the Union President and the Sr. Executive Director of Labor Relations no later than February 1, 2007.
- 11.13.9 **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, beginning July 1, 2000. Said Salary schedule shall reflect per diem pay for the added days of service.
- 11.13.10 **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.
- 11.13.11 **Recruitment Incentive Program** — The District and the Union shall meet and agree upon a Recruitment Incentive program by December 15th, subject to modification by March 1st of each year, to be in effect for the following school year.
- 11.13.11.1 The development of the Recruitment Incentive Program shall include the analysis of data from the previous year’s program to be provided by Human Resources.
- 11.13.11.2 The Recruitment Incentive Program shall, by mutual agreement, draw upon both state categorical and general fund money available for recruitment purposes.
- 11.13.11.3 The provisions of each annual Recruitment Incentive Program shall be stipulated in a side letter signed by both the District and the Union.
- 11.14 **Hourly pay**
- 11.14.1 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 above.
- 11.14.2 The District’s current allocation of hours for the coaching of team sports shall be maintained.
- 11.14.3 The District’s current allocation of hours for co-curricular activities shall be maintained.
- 11.14.4 Rates of Pay. See Appendix B.
- 11.15 **Dream School Incentives**
- 11.15.1 Mandatory staff development days shall be compensated at the per diem rate. All other required work beyond the work day/work week shall be paid as extended hours per Appendix B.12. (Other Hourly Pay) of this contract.
- 11.15.2 The scheduling of staff development days and the staffing and scheduling of Saturday work and other extended hours during the work week shall be pursuant to Section 25.3.7 of this contract.
- 11.15.3 This article shall be included in re-opener negotiations.

11.16 Payment policy

- 11.16.1 A full-time tenure-track teacher, hired before July 1, 1993, 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.
- 11.16.2 Effective with the 1993-94 school year, a full year K-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.
- 11.16.3 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 ten (10) equal installments.
- 11.16.4 Effective February 1, 1993, monthly warrants shall be issued on the last District working day of the month, with the exception that the payment for the month of November shall be issued on December 1st of any year, and the payment for the month of December shall be issued on January 1st of any year.
- 11.16.5 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.
- 11.16.6 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.
- 11.16.7 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:
- 11.16.7.1 If the teacher is notified of the excess by November 15th, the repayment shall be completed by the following June 30th.
- 11.16.7.2 If the teacher is notified of the excess by April 15th, the repayment shall be completed by the following December 31st.
- 11.16.8 Day-to-day substitute teachers shall be paid monthly according to the same schedule as other certificated employees.
- 11.17 **Reimbursement for travel** — Teachers who are assigned and authorized for reimbursement by their supervisors to use their automobiles in the performance of their duties shall be reimbursed at the IRS non-taxable mileage rate in effect on July 1 of each year, except for the teacher’s normal commute between his/her home and his/her first/last school. Teachers required to pick up, deliver, or return school related equipment or supplies shall be reimbursed with authorization by the immediate supervisor.

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 City Charter.
- 12.1.1 Effective July 1, 2008, 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 \$200/month for employee plus one dependent; up to \$250/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.
- 12.1.2 Effective October 1, 2000, the District and the Union shall make medical insurance coverage available to certain substitute teachers who satisfy the conditions described in Section 28.12.
- 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 maximum of coverage is \$1,500. Effective November 1, 1992, the District’s current dental benefit plan shall be modified to 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.

13. Liability Insurance

- 13.1 Members of the bargaining unit shall receive liability insurance benefits at the expense of the District. Liability insurance coverage shall be limited to the terms and conditions of the insurance policies and shall include the following:
- 13.1.1 \$10,000,000 liability per occurrence in cases of bodily injury and property damage to third parties,
 - 13.1.2 \$5,000,000 for errors or omissions (malpractice), and
 - 13.1.3 \$10,000,000 per occurrence in case of accidents proximately caused by District-owned automobiles.
- 13.2 The above benefits are limited to liability arising from and within the course and scope of employment for activities, duties, and responsibilities on the behalf of the District.
- 13.3 Authorized and approved field trips shall be covered by District liability insurance.
- 13.4 Teachers shall be covered for all costs and expenses necessarily incurred in defending against civil actions covered under the liability insurance provided.

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 1st 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 site 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, pest, 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.
- 14.3 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 K-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 K-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 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 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(s) assert(s) 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 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. Other city agencies 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 during the term of this contract only, 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.
- 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 31.4 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.

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 31.9.3 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 teacher and any Group A RFL may participate in the staffing procedure and are guaranteed placement in a position for which they hold a current credential or authorization (hereafter “credentials” includes appropriate authorizations). Consolidated teachers shall have priority over all other groups. Group A RFL shall have priority over voluntary transfer applicants and Group B RFL. There is no priority ranking between voluntary transfer applicants and Group B RFL.
- 15.2.4 **Declaration of Resignation**
On or before March 1 certificated staff members shall declare their binding intent to resign effective the start of the following school year to qualify for the benefits under this section. Teachers separating who meet the March 1 deadline will receive benefits per Article 12 Fringe Benefits through August 31st. Benefits will terminate at the close of the fiscal year for those teachers who did not meet the March 1st deadline and who do not return the following year.

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 website. These vacancies shall be posted for no less than ten (10) days, not including Spring Break or holidays.
- 15.3.3 **Regular staffing cycle** — Normally a transfer shall take effect at the beginning of a school year.
- 15.3.3.1 **Internal preference period**
- 15.3.3.1.1 Posting – At least twenty (20) days before April 15th, the District will post all known vacancies. All appropriately credentialed internal teacher candidates, (consolidated teachers, RFLs and voluntary transfer applicants) may interview for these vacancies. Vacancies shall be open only to internal candidates during this time.
- 15.3.3.1.2 Interview process — Interviews begin on the date of posting and continue for fifteen (15) days, not including Spring Break or holidays. All applicants shall be granted an interview. In the event that an RFL is physically unable to participate in a face-to-face interview, a telephone interview(s) may be substituted.
- 15.3.3.2 **Notice** — Applicants shall be accepted or denied by April 15th. Each applicant shall be notified in writing of acceptance or denial no later than May 1st.
- 15.3.3.3 The above timelines reflect the parties’ intent to provide an internal preference for voluntary transfer applicants to the extent possible under Education Code Section 35036(b). Posting known vacancies earlier than in the past may result in a smaller number of such postings than before. As postings occur later in the preference period, it may become progressively less feasible to select voluntary transfer applicants by April 15th. This paragraph does not apply to consolidated teachers or Group A RFLs.
- 15.3.3.4 **Open hiring period**
- 15.3.3.4.1 Upon completion of the internal preference period, the District will post all known vacancies. All appropriately credentialed teachers may interview for these vacancies. Vacancies shall be open to both internal (consolidated teachers, RFLs and voluntary transfer applicants) and external candidates. Unplaced consolidated teachers and RFLs shall continue to have priority over other candidates as provided in Section 15.2.3.
- 15.3.3.4.2 Notice — Each internal applicant shall be notified in writing of acceptance or denial no later than June 1st.
- 15.3.4 **Transfer out of regular cycle** — In the event a vacancy occurs outside the regular staffing cycle, such vacancy shall be posted for a ten (10) day period. Appropriately credentialed applicants shall be interviewed. The notice of acceptance or denial shall normally take place within ten (10) days of the close of posting.
- 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 **Child Development Program** — A Child Development Program teacher transferring to the K-12 program may proceed according to the provisions of Section 27.14.
- 15.5 **Involuntary transfers**
- 15.5.1 Involuntary transfers shall not be punitive in nature and shall be based on legitimate, educationally-related needs of the District.
- 15.5.2 Selection of tenure-track teachers to be consolidated shall be based on District seniority, credentials, and qualifications, and shall be consistent with the principle of maintaining or improving the racial and ethnic balance at each school site consistent with the racial and ethnic balance of members of the bargaining unit. In the event a permanent teacher replaces a teacher on leave for a period of one year or less, the teacher is assigned to the school only for the term of the leave and shall not have retention rights under this section.
- 15.5.3 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.
- 15.5.4 No teacher shall be involuntarily transferred two (2) consecutive years without the existence of special circumstances equivalent to school closure or elimination of program.
- 15.5.5 A teacher shall not be consolidated if there is a qualified volunteer available.
- 15.5.6 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, and/or how the retained teacher maintains or improves the racial and ethnic balance of the staff. Upon request, the UBC shall receive copies of this information.
- 15.5.7 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.

15.5.8 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.

15.5.9 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 the guidelines for racial and ethnic balance in Section 15.5.2 above and qualifications require a different result.

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 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.

15.7 **Hard-to-Staff Schools**

- The Superintendent may designate up to 25 schools as Hard-to-Staff sites. The selection of the Hard-to-Staff Schools shall be completed by March 1 for the following school year in accordance with the Proposition A MOU.
- All vacancies at those designated schools shall be posted and filled as they occur.
- All qualified certificated staff shall be eligible to apply and shall be granted an interview.
- Postings shall be updated, at a minimum, during the weeks of the 1st and 15th of each month and shall be open for 10 days. Staff seeking voluntary transfers shall be granted an interview.
- Vacancies may be filled by new hires after 10 days.

15.8 **Hard-to-Fill Subjects/Positions**

- The selection of the Hard-to-Fill subjects shall be completed by March 1 for the following school year in accordance with the Proposition A MOU.
- All vacancies for the designated subject areas shall be posted and filled as they occur.
- All qualified certificated staff shall be eligible to apply and shall be granted an interview.
- Postings shall be updated, at a minimum, during the weeks of the 1st and 15th of each month and shall be open for 10 days. Staff seeking voluntary transfers shall be granted an interview.
- Vacancies may be filled by new hires after 10 days.

15.9 **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.

15.10 **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 administrator of the two (2) sites involved and shall be made in writing to the Chief Administrative Officer.

15.11 **Recruitment, Staffing and Retention Working Group**

The District and the Union agree to establish a working group to address the recruiting and Staffing issues raised in the report, *Teacher Hiring, Transfer, & Evaluation in San Francisco Unified School District*, including but not limited to:

- Teacher Recruitment and Availability
- Teacher Hiring, Transfer and Staffing Processes
- Retention of Teachers

The parties shall each appoint four (4) representatives to the working group and the working group shall hold its first meeting within sixty (60) days of ratification of this agreement by both parties. The working group shall submit a report by November 1, 2009.

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 two (2) 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.

16. Evaluation

- 16.1 Successful implementation of San Francisco's Peer Assistance and Review (PAR) Program, described in Article 41, Peer Assistance and Review, and good teaching practice, along with standards in use by the New Teacher Induction Program require adoption of a standards-based evaluation system. The teacher evaluation system shall be based upon the California Standards of the Teaching Profession.

- 16.2 Both parties agree that the principal objective of evaluation is to assess teacher performance in order to maintain and improve the quality of education in the District. This objective is best met in an atmosphere of mutual respect, shared knowledge of the evaluation process, and trust between the parties to the evaluation.
- 16.3 The teacher has the right to union representation at any conference that the teacher deems necessary and shall give the evaluator reasonable prior notice of said representation. Good faith efforts shall be made by all the parties to schedule conferences in a manner that will allow deadlines to be met.
- 16.4 Every probationary, temporary, categorical, emergency, teacher shall be evaluated by his/her immediate supervisor in writing at least once each school year.
- 16.5 Every permanent teacher shall be evaluated by his/her immediate supervisor in writing every two (2) years, but may be evaluated in consecutive years under the following conditions:
- 16.5.1 The permanent teacher received a rating of “Unsatisfactory” or “Improvement Needed” on the prior year summary evaluation.
- 16.5.2 The evaluator has just and sufficient cause for another evaluation.
- 16.5.2.1 The evaluator shall review the reasons for the evaluation with the teacher.
- 16.5.2.2 If the teacher disagrees, he/she has the right to request a conference with a Chief Administrative Officer to present his/her reasons for disagreement. The evaluator may also be present.
- 16.5.2.3 The Chief Administrative Officer shall make the final decision.
- 16.6 There shall be a long form and short form evaluation process.
- 16.6.1 The long form shall be used for:
- 16.6.1.1 Probationary, temporary, categorical, and emergency teachers.
- 16.6.1.2 Permanent teachers who received an “unsatisfactory” or “improvement needed” rating in their most recent evaluation.
- 16.6.1.3 Permanent teachers who have not had a long form evaluation in the prior five (5) years.
- 16.6.1.4 Permanent teachers who are not certified for a short form evaluation.
- 16.6.2 The short form may be used for permanent teachers who received a “satisfactory,” “highly satisfactory,” or “outstanding” rating in their most recent evaluation, except that at least every six (6) years, each permanent teacher shall have a long form evaluation.
- 16.7 The long form evaluation of regularly assigned classroom teachers**
- 16.7.1 A complete assessment sequence for classroom teachers shall include a pre-observation conference between the evaluator and the teacher, a classroom observation, a Written Classroom Performance Report (WCPR), and a post-observation supervisory conference in which the teacher has an opportunity to obtain clarification and feedback from the evaluator.
- 16.7.2 These WCPRs shall be submitted to the teacher no later than the first Friday in December if an assessment sequence is to be completed during the fall semester, and thirty (30) working days prior to the last scheduled school day for the spring semester. If either of the WCPRs reflects 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:

Assessment Sequences	
Tenured teachers	1 or 2 per year
Probationary, temporary, categorical and emergency credentialed teachers	2 to 4 per year
Any teacher receiving “Unsatisfactory” or “Improvement Needed” Summary Evaluation for the previous year	Minimum of 4 per year

16.7.2.1 The number of classroom observations may be reduced to one (1) in the case of obviously satisfactory performance by tenured teachers.

16.7.2.2 The number of classroom observations may be reduced to two (2) in the case of obviously satisfactory performance by second-year probationary teachers.

16.7.2.3 Regularly assigned teachers, working less than a full school year, shall have a prorated assessment sequence.

16.8 The long form evaluation of regularly assigned non-classroom teachers

16.8.1 An evaluation for non-classroom teachers shall include one (1) or two (2) pre-assessment conferences, one in the fall semester and one in the spring semester, and one (1) or two (2) Written Performance Reports (WPRs) which reflect the evaluator’s assessment of the teacher’s performance for each of the two (2) semesters.

16.8.2 These WPRs shall be submitted to the teacher no later than the first Friday in December, for the fall semester and thirty (30) working days prior to the last scheduled school day 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.

16.8.3 An evaluation for a non-classroom teacher may also include a conference to take place in the month preceding the submission of a WPR and shall afford the teacher an opportunity to obtain clarification and feedback from the evaluator regarding the performance of the teacher that semester. This conference shall be held at the request of the teacher.

16.9 At the beginning of each school year, each site administrator shall prepare and distribute to the faculty a written document outlining his/her general expectations for classroom teachers. In addition, he/she should review and disseminate job descriptions for all certificated staff not having classroom assignments.

16.10 Evaluation calendar and notification

- 16.10.1 At the beginning of each of the two (2) semesters during the school year, each principal shall prepare and distribute a projected assessment calendar listing the names of the teachers to be observed and the month that they can anticipate being observed. This calendar may be revised by the principal if necessary and, if so, redistributed to the faculty.
- 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 identity of their evaluator no later than September 15 of the year in which the evaluation is to take place.
- 16.10.3 If a school with a non-traditional calendar cannot accommodate to the evaluation calendar specified herein, the administration and staff may submit an alternate evaluation calendar for approval by the District and the Union. Such alternate schedules shall adhere as closely as possible to the time frames for evaluation in the contract.
- 16.10.4 In the case of regularly assigned teachers who begin the assignment after 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 assignments.
- 16.10.5 In the case of regularly assigned teachers who begin the assignment after 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.

16.11 Preference of evaluator

- 16.11.1 At schools or work sites having more than one site administrator, the teacher may request that the site administrator accept the teacher's preference of evaluator.
- 16.11.2 Itinerant teachers (work assignments at more than one [1] site) may submit a request in writing to the Executive Officer of Classroom Services, Human Resources Department for a preference of evaluator. The teacher's request will be considered in the assignment of an evaluator.

16.12 Evaluation conference procedure

- 16.12.1 Prior to making an observation which is part of an assessment sequence, the responsible administrator shall conduct an individual pre-observation conference with the teacher involved. This conference shall focus on the elements upon which the evaluation is to be based. There may be discussion of circumstances affecting the teacher's ability to be evaluated positively, such as, but not limited to: the educational capabilities of the learners, availability of support personnel, the appropriateness of the learning environment, and the job description of the teacher.
- 16.12.2 In the event of a disagreement over the objectives, standards, and/or evaluation schedule, the teacher and the evaluator shall:
- 16.12.2.1 Make a good-faith effort to resolve the differences themselves.

- 16.12.2.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the differences. The third party shall recommend alternatives to the teacher and evaluator.
- 16.12.2.3 If either the teacher or evaluator reject the proposed alternatives, each shall have the opportunity to state his/her position on the matter(s) in dispute, and the teacher may attach a written statement to the evaluation form completed by the evaluator.
- 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.
- 16.14 Within five (5) school days after the conclusion of the observation of the classroom teacher and prior to the preparation of the WCPR, the evaluator shall provide a verbal report to the teacher regarding the observation, if the teacher so requests.
- 16.15 Within ten (10) school days after the observation, the evaluator shall prepare and submit to the classroom teacher a copy of the Written Classroom Performance Report (WCPR).
- 16.16 If the teacher requests an opportunity to have a conference after receiving the WCPR or the WPR, the evaluator shall schedule and hold such a conference within a period of ten (10) school days after the teacher's receipt of the written report.
- 16.17 Each evaluation of a classroom teacher shall be based upon at least one observation lasting either forty (40) minutes or one full period, whichever is longer.
- 16.18 If a need for improvement is indicated by the evaluator, the evaluator or his/her designee shall provide affirmative assistance in an effort to improve the teacher's performance. Such assistance shall include, but not be limited to, a demonstration lesson and a supply of the appropriate resource material, if requested. This assistance shall also include released time for the teacher to visit and observe similar classes or activities at his/her own site or at other sites.
- 16.19 Only administrative personnel shall participate in the evaluation of a unit member.
- 16.20 Evaluations shall not include the use of publisher norms established as a result of standardized tests.
- 16.21 Teachers who have primary responsibilities other than a classroom assignment shall be evaluated in terms of their effectiveness in fulfilling the duties and responsibilities of the job.
- 16.22 All statements on the Written Classroom Performance Reports, the Written Performance Reports, and/or the Summary Evaluations shall relate to job performance.
- 16.23 The teacher shall have the right to submit a written response within ten (10) working days after receipt of any WCPR or WPR. If the teacher submits a written response, it shall be attached to the evaluator's report and filed in the personnel file.
- 16.24 Upon receiving an "Unsatisfactory" or "Improvement Needed" Summary Evaluation, the teacher may petition the Superintendent in writing to request that he/she appoint another administrator from within the District (but from another site) to conduct a supplementary

assessment sequence resulting in a WCPR or WPR and a reconsideration of the Summary Evaluation. The Superintendent will comply with this request whenever possible. All written reports will be included in the teacher's personnel file.

- 16.25 Each teacher scheduled for evaluation shall receive a Summary Evaluation reflecting the written assessment(s) he/she has received during the year. While the primary basis for this rating shall be the written assessments of the teacher's performance as demonstrated during assessment sequences, other written feedback previously given to the teacher and related to job performance can be used to determine the Summary Evaluation. Copies of all written backup materials shall be attached to the form that is given to the teacher and sent to the Human Resources Department.
- 16.25.1 The teacher shall receive his/her Summary Evaluation no later than twenty-five (25) working days prior to the last scheduled school day.
- 16.25.2 A teacher may have a Union representative present at the last post-observation or WPR conference with the evaluator or the site administrator, if different, prior to the preparation of the Summary Evaluation.
- 16.25.3 The teacher may request a follow-up conference with the site administrator to discuss the Summary Evaluation. This conference shall be scheduled and held within ten (10) working days of the receipt of the Summary Evaluation.
- 16.26 Within ten (10) working days after such a follow-up conference, the teacher shall have the right to respond in writing and have the response attached to the Summary Evaluation. Thereafter, the evaluation shall be placed in the teacher's personnel file.
- 16.27 The performance of non-bargaining unit persons working within a teacher's program shall not adversely affect the teacher's evaluation.
- 16.28 Without prior knowledge and approval of the teacher, no recording and/or listening device may be used for evaluation purposes in a classroom.
- 16.29 All evaluation forms shall contain no ratings other than those jointly developed by the Union and the District: Outstanding, Highly Satisfactory, Satisfactory, Improvement Needed, and Unsatisfactory.
- 16.30 **Short form evaluation** — The timelines for the short form evaluation shall be as follows:
 - 16.30.1 For those teachers that the evaluator has determined to use the short form, the evaluator shall:
 - 16.30.1.1 Notify the teacher in writing by November 10th of the intended use of the short form certification.
 - 16.30.1.2 Certify in writing by November 20th 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 the first Friday in December, request in writing that a long form evaluation be conducted in the spring semester in place of the certification.
 - 16.30.3 Evaluation for permanent teachers who are not certified must comply with the long form evaluation procedures and timelines. Teachers not certified shall have the right to request a conference with the evaluator.
 - 16.30.4 Evaluations for permanent teachers who received an "Unsatisfactory" or "Improvement Needed" rating in their most recent evaluation must comply with the long form evaluation procedures and timelines.

- 16.31 The Union and the District will establish a committee with equal representation to develop a non-evaluative Peer Assistance Program plan for tenured teachers for the purpose of providing support and assistance for improved instruction.
- 16.32 Substitute teachers**
- 16.32.1 The District /Union committee shall form a subcommittee of equal representation to investigate issues related to creating a more uniform system of assessing the service rendered by Core, fringe benefit substitutes and other substitutes.
- 16.32.2 By or upon the tenth consecutive day in the same teaching assignment, the site administrator or designee should evaluate the performance of a substitute teacher.
- 16.32.2 The evaluation shall be based upon observations of classroom performance by the site administrator or designee.
- 16.32.3 The evaluation form shall indicate five (5) possible summation statements by the site administrator: Outstanding, Highly Satisfactory, Satisfactory, Improvement Needed, and Unsatisfactory. An unsatisfactory evaluation shall be supported by a factual statement.
- 16.32.4 Prior to submitting an unsatisfactory evaluation, a site administrator or designee shall attempt to notify the substitute teacher. If the administrator or designee leaves the site before the substitute teacher, a note shall be left for the substitute teacher stating that an unsatisfactory evaluation may be written.
The substitute teacher may request a conference with the administrator to discuss the situation. Such request must be made within the next workday and the substitute teacher shall attend on his/her own time.
- 16.32.5 The site administrator or designee may indicate upon the evaluation whether he/she wants a substitute teacher to return to that school. If the administrator requests that a substitute teacher not return, the evaluation should indicate the basis for such request.
- 16.32.6 The day-to-day substitute teacher shall have the right to submit a written response within five (5) working days (ten [10] working days if an extension is requested in writing) after receipt of any evaluation. If the day-to-day substitute teacher submits a written response, it shall be attached to the evaluator's report and filed in the personnel file.
- 16.32.7 The performance of an aide whether paid or volunteer shall not adversely affect the day-to-day substitute teacher's evaluation.
- 16.32.8 No recording and/or listening device may be used for evaluation purposes in a classroom without prior knowledge and approval of the day-to-day substitute teacher.
- 16.32.9 The substitute teacher may appeal an unsatisfactory evaluation to the Superintendent. Upon appeal, the Superintendent or his/her designee shall hold a conference with the substitute teacher and review the facts. The Superintendent's or his/her designee's decision shall be final and non-grievable.

17. Personnel Files

- 17.1 Each teacher shall have the right, upon request, to review the material in his/her own personnel file, during non-duty hours. Such material is not to include ratings, reports, or records which:
- 17.1.1 were obtained prior to the employment of the person involved;
- 17.1.2 were prepared by identifiable examination committee members; or
- 17.1.3 were obtained in connection with a promotional examination.

- 17.2 A representative chosen by the teacher may accompany the teacher in this review.
- 17.3 Upon written authorization by the teacher, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file except for the materials excluded in Section 17.1, above.
- 17.4 Only one (1) personnel file on any teacher may be maintained by the District. The file shall be maintained at the District Office. Materials shall be released only for the purpose of processing grievances and for District legal documentation, except when written consent is given by the teacher. Any supporting data maintained at the school site but not used by an immediate supervisor for inclusion in an evaluation shall be destroyed at the end of that evaluation cycle. See Article 16, Evaluation.
- 17.5 All materials in the file must be signed by the source of the material and dated. No anonymous letters or materials shall be placed in this file.
- 17.6 No derogatory information or statements not related to the teacher's assigned duties or professional responsibilities shall be placed in this file.
 - 17.6.1 Before any derogatory material is placed in the file, a copy of such material shall be provided to the teacher and the teacher shall have an opportunity to respond. The teacher's rebuttal, if any, shall be placed in the file along with the derogatory information or statements.
 - 17.6.2 The teacher, upon request, shall be provided the opportunity before or after the instructional day but during the regular work day to review the information of a derogatory nature and prepare his/her rebuttal, if any. Such release from duty during the work day shall be without salary reduction.
- 17.7 The teacher shall have the right to include in the file any material or information considered germane to that teacher's professional career.
- 17.8 Any negative written statement originating from within the District and related to the teacher's assigned duties or professional responsibilities must be part of a formal evaluation signed by the principal and reviewed by the teacher, or the result of a disciplinary action.
- 17.9 Derogatory materials in a personnel file that are at least four (4) years old shall, upon a teacher's written request, be removed from the personnel file and placed in a separate sealed file. Such material shall not be removed from the separate file except by court order or with the teacher's consent.

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 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.
- 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:
- content and scheduling for in-service training;
 - issues of certification and retraining;
 - communication to teachers of changing needs for retraining; and/or
 - sources of funding for a professional development center
- 18.8 **Professional growth** — This Section applies to those regularly assigned teachers who, as of September 1, 1985, 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:
- 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 1st 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 28.5)**
- 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 the SFUSD Human Resources department and the Office of Teacher Affairs 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. This proposal shall be completed by January 15, 2003; 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 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.

19. Grievance Procedure

- 19.1 The Union and District agree that everyone concerned will benefit when prompt and confidential resolution of grievances is encouraged. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- 19.2 A “grievance” is a written claim by a grievant, as defined in Section 19.8.1.1, that there has been a violation, misinterpretation or misapplication of a provision or provisions of this Agreement.
- 19.3 The unit member with a grievance may first discuss the matter with the principal or supervising administrator directly or accompanied by a representative of the Union with the object of resolving the matter informally.
- 19.3.1 As used in this Article 19, “supervising administrator” is the lowest level administrator having immediate jurisdiction over the grievant.
- 19.4 Notwithstanding Section 19.3, a grievance shall be presented not later than the fifteenth (15th) day after the act, occurrence, event or circumstance alleged to constitute a violation of the contract or not later than the fifteenth (15) day after which the unit member could reasonably have known of the said act, occurrence, event or circumstance; except that if the act, occurrence, event or circumstance giving rise to the grievance occurs during a unit member’s non-service days the time limits shall begin when the unit member returns to service.
- 19.5 As used in this Article 19, a “day” shall mean a day in which the District offices are open for business.
- 19.6 All grievances shall be submitted in writing and shall include a concise statement of the facts constituting the grievance, including the name of any employee involved and the date(s) and location(s) involved in the grievance. The grievance shall also specify the section or sections of the contract which are alleged to have been violated, misinterpreted or misapplied and the specific remedy sought by the grievant or the Union.
- 19.7 All grievances shall commence at Step 1 and shall be submitted to the principal or supervising administrator, except if a grievance arises from the action of an authority higher than the principal or supervising administrator, the grievance may be filed at Step 2 of the grievance procedure.
- 19.7.1 Upon mutual agreement of the Union and the District, a grievance may be taken directly to arbitration.
- 19.8 **Grievance procedure steps**
- 19.8.1 **Step 1 — School/Supervising Administrator level**
- 19.8.1.1 The grievance shall be submitted in writing. The grievance shall be submitted on a designated form mutually developed by the Union and the District, unless the form is unavailable. The grievance shall be filed with the grievant’s principal or supervising administrator. When the Union becomes aware of the grievance it shall send a courtesy copy to the Labor Relations Department in a timely manner. A grievance may be filed:
- 19.8.1.1.1 by a unit member accompanied by a representative of the Union;
- 19.8.1.1.2 by a unit member representing himself or herself; or
- 19.8.1.1.3 by the Union, on behalf of at least one named member of the bargaining unit when an alleged violation of the contract affects more than one (1) member and has a recognizable impact upon members at more than one (1) school, or when the alleged violation presents a question of common or general interest to many aggrieved members of the unit.
- 19.8.1.2 If the unit member is not represented by the Union, U.E.S.F. shall be given a copy of the grievance. The Union shall have the opportunity to file a statement.

- 19.8.1.3 Within ten (10) days after receiving the grievance, the principal or supervising administrator shall investigate the grievance, including granting the grievant and/or the Union an opportunity to be heard, and shall render a decision in writing, together with the supporting reasons, and shall forward the decision to the grievant, Human Resources Department, and the Union. The failure of the principal or supervising administrator to render a decision within ten (10) days shall be deemed a denial by the District.
- 19.8.1.4 No unit member at any stage of the grievance procedure shall be requested or required to meet with any administrator concerning any aspect of a grievance other than as outlined in this procedure.
- 19.8.2 **Step 2 — District level**
- 19.8.2.1 Within fifteen (15) days after receiving the decision from Step 1, or at the expiration of the timeline within which that decision was due, the grievant may, on his/her own or through the Union, or the Union may on its own behalf, appeal the decision of Step 1 to the Superintendent or the Superintendent's designee. If no decision was issued by the principal or supervising administrator at Step 1, then the Superintendent or Superintendent's designee shall send a copy of the grievance and a notice of the Step 2 hearing to the principal's or supervising administrator's supervisor.
- 19.8.2.2 An appeal to Step 2 shall be in writing and may be accompanied by a copy of the decision at Step 1, if any.
- 19.8.2.3 Within fifteen (15) days after delivery of the appeal, the superintendent or designee shall investigate the grievance, including granting the grievant and/or the Union an opportunity to be heard, and shall render a decision in writing, together with the supporting reasons, to the grievant, the Labor Relations Department, the Union, and the principal or supervising administrator involved.
- 19.8.2.4 The failure of the Superintendent's designee to render a decision at Step 2 shall be deemed a denial of the grievance.
- 19.8.3 **Step 3 — Arbitration**
- 19.8.3.1 The Union has the exclusive right to appeal the decision to arbitration within twenty (20) days of the Step 2 decision being rendered or at the expiration of the timeline within which a decision was due. Notification of the appeal to arbitration shall be in writing and delivered by facsimile and by either hand-delivery or regular U.S. mail to the Senior Executive Director of Labor Relations, or successor. The arbitrator shall issue a decision not later than thirty (30) calendar days after the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The decision of the arbitrator shall be final and binding on the parties.
- 19.8.3.2 Based on mutual agreement, a court reporter shall be present at the arbitration hearing, in which case the court reporter's fee shall be equally shared by the Union and the District. In the absence of mutual agreement, either party may have a court reporter present and shall be solely responsible for the court reporter's fees. The arbitrator's fee shall be equally shared by the Union and the District. If an arbitrator is selected and the arbitration is postponed, the party requesting the postponement shall pay 100% of all fees.

19.8.3.3 **Limitations of the Arbitrator**

19.8.3.3.1 The arbitrator may not decide any issue not submitted, and shall have no power to add to, subtract from, or modify the terms of this Agreement.

19.8.3.3.2 The grievance procedure may not be utilized to challenge or change policies of the District, as set forth in the Board of Education policies, administrative regulations and procedures, and the arbitrator shall have no jurisdiction to consider or act upon such challenges, except as may be necessary to resolve a controversy regarding Article 4.1.

19.8.4 **Mediation Option**

19.8.4.1 Upon mutual agreement, the District and the Union may jointly request that a grievance be submitted to mediation following the decision issued at Step 2.

19.8.4.2 The District shall arrange for a mediator from the California State Mediation and Conciliation Service (CSMCS), or from any other mutually agreeable recognized dispute resolution center, to be assigned to assist the parties in the resolution of the grievance. No individual serving as a mediator may serve as an arbitrator or an expedited arbitrator in the same matter.

19.8.4.3 If the mediation option is exercised, then all steps to conduct the arbitration as established in Section 19.8.3 shall move forward regardless of the mediation process.

19.8.4.4 If a mutually agreeable resolution to the grievance is reached, then the resolution shall be reduced to writing and signed by the grievant(s), the Union and the District. Any agreement shall be non-precedential and shall constitute a settlement of the grievance.

19.8.4.5 At any time and upon the request of either the Union or the District, the mediation shall terminate. Termination of the mediation process shall constitute notice that the arbitration shall be conducted.

19.8.5 **Expedited Arbitration Option**

19.8.5.1 Within the time permitted for requesting arbitration pursuant to Section 19.8.3.1, the parties may mutually agree to submit the matter for expedited arbitration.

19.8.5.2 Expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, who shall serve until the parties mutually agree to remove her or him or for twelve (12) months, whichever comes first. Not later than August 31 of each year, the Senior Executive Director of Labor Relations, or successor, shall propose a twelve (12) month schedule with monthly expedited arbitration hearing dates and including all other relevant timelines and deadlines.

19.8.5.3 At least ten (10) business days prior to the expedited arbitration hearing, the parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced and which has not previously been provided to the other party. Additional witnesses and additional documents and/or material may be added to the list so long as names of witnesses, copies of documents and/or other materials are provided to the other party no less than two (2) business days prior to the hearing. Other witnesses may be called and documents and/or materials presented solely at the discretion of the arbitrator.

19.8.5.4 The arbitrator shall hear a maximum of four (4) grievances for each scheduled day of hearings. Each grievance shall have a two hour and forty minute time limit, with each party having ten (10) minutes to present an opening statement and ten

(10) minutes to provide a closing statement. Further, each party shall have one (1) hour to present its case for the grievance or in defense of the decision at Step 2. The time limits may be modified by mutual agreement of the parties or at the discretion of the arbitrator.

- 19.8.5.5 During the hearing, the following shall be prohibited: attorneys, written briefs, court reporters and electronic transcription.
- 19.8.5.6 Absent exceptional circumstances as determined by the arbitrator, he or she will issue oral decisions at the close of the hearing. Written summary awards shall be provided by the arbitrator to the parties within twenty (20) days following the hearing.
- 19.8.5.7 Decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.
- 19.8.5.8 Each party shall bear its own expenses in connection with the expedited hearing process. Except as noted below, the parties shall share all fees and expenses of the arbitrator equally.
- 19.8.5.9 Only arbitrators who agree to the following provisions shall be used for expedited arbitration: For days with one or two arbitrations, the arbitrator shall be paid 50% of her or his fee. For days with three or four arbitrations, the arbitrator shall be paid 100% of her or his fee. Arbitration hearing days cancelled fourteen (14) or more days before the hearing date shall incur no fees whatsoever. Cancellation of thirteen (13) days or less and that incur a fee imposed by the arbitrator shall be fully paid by the party requesting or causing the cancellation.
- 19.8.5.10 If one party fails to appear for a scheduled arbitration hearing that has not been cancelled, the hearing will be held and the party present shall present its case. The arbitrator shall issue an oral decision at the close of the hearing based solely on the information presented at the hearing. Written summary awards shall be provided by the arbitrator to the parties within twenty (20) days following the hearing.

19.9 **General provisions** — The Union shall request a list of seven arbitrators from the California State Mediation and Conciliation Service (CSMCS). The parties shall alternately strike names from the list until an arbitrator has been selected. In the alternative, the District and the Union may mutually agree to select an arbitrator.

- 19.9.1 Since it is important that grievances be processed as rapidly as possible, the number of days stated above at each step shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties. Time limits for appeal provided in each level will begin the day following the receipt of the written decision by the Union or the grievant, if filed without the Union (at Step 1 or Step 2) or the Union (at each level), or the day following the expiration of the time within which such decision was due.
- 19.9.2 The initial grievance may be amended by the grievant at any time prior to the hearing at Step 1 to set forth new matters arising from the alleged violation. The grievance may not be amended thereafter.
- 19.9.3 Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit filing an appeal at the next step of this procedure.

- 19.9.4 If the grievance hearing, at any step, is held during the work day, the grievant(s) and the Union representatives shall be released with no loss of pay.
- 19.9.5 No grievance material shall be placed in the personnel file of unit members exercising their rights under the grievance procedure. Neither shall such material be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement. Materials as used herein shall mean materials developed to process a grievance such as forms for initial filing and appeals, level responses, subpoenas and awards, etc.
- 19.9.6 If two (2) or more grievances involving the same alleged violation, or which present common questions of fact and law, have been submitted, the Union and District may agree that the grievances shall be consolidated and that they shall be heard at Level 2.
- 19.9.7 A grievance may not be submitted to arbitration unless the procedures in this article have been complied with and all steps followed.
- 19.9.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent's designee and the Union and shall be given appropriate distribution by the Union so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be paid by the District.
- 19.9.9 Nothing contained herein shall be construed as limiting the right of any unit member having an alleged grievance to discuss the matter informally with an appropriate member of the administration, to process his/her own grievance, and to have the grievance resolved without intervention by the Union, provided the resolution is reached prior to arbitration and that the resolution is not inconsistent with the terms and conditions of the Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 19.9.10 If a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in harm to the aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

20. Due Process for Complaints

- 20.1 The Union and District agree that the following procedures shall be used for processing complaints against teachers.
- 20.2 This article is not to be considered as a substitute for the evaluation procedure in Article 16, Evaluation.
- 20.3 A complaint is a report of improper personal or professional behavior on the part of a teacher.
- 20.4 A charge is a complaint that has not been resolved through normal District procedures and which has importance beyond isolated and routine concerns parents may express about teacher performance. In general, charges are matters that could result in disciplinary action or in some other way materially affect the professional status of the teacher.
- 20.5 All charges as defined above shall be filed in writing with the District.
- 20.6 The teacher so charged shall immediately be furnished a copy of the charges, to the extent permitted by law.

- 20.7 If, after investigation, the Superintendent decides further action is necessary, a conference committee shall be established consisting of the Superintendent or designee, the teacher and/or designee, and the individual making the charge and/or designee. The conference committee by unanimous agreement may terminate the charges.
- 20.8 The meetings of a conference committee are to be privately conducted. Any public announcement of the results of the conference committee meeting will be made only upon the request of the teacher.
- 20.9 If the conference committee is unable to resolve the issue, a report of its activities shall be submitted to the Board of Education for consideration in closed session.
- 20.10 The Board of Education may decide, upon consideration of the report of the conference committee, to either terminate the charges against the teacher, or hold a closed session personnel hearing with the Board of Education acting as a committee of the whole. The teacher and/or representative has a right to be at this hearing.
- 20.11 Any public announcement of the results of the closed session hearing beyond what is required by law will be made only upon the request of the teacher.
- 20.12 No disciplinary action may be taken against a teacher based upon an oral complaint.
- 20.13 A teacher may file a written response to a charge. The charge and the written response shall be placed in the teacher's personnel file unless the Superintendent, the conference committee or Board of Education determines that the charge is not valid and that it should be destroyed.
- 20.14 If criminal or civil proceedings are brought against a teacher as the result of a complaint, the District shall provide legal representation in accordance with the provisions of the Government Code and the District's liability insurance coverage.
- 20.15 In cases of alleged child abuse the unit member shall be made aware that a report has been filed as soon as possible.
- 20.15.1 The District shall not wait for the conclusion of the police investigation before beginning its own review.
- 20.15.2 The District shall advise the unit member of his/her employment status within three (3) working days of receiving written notification from the appropriate law enforcement agency.
- 20.16 Nothing in this Article shall require the District to provide information to a unit member when a non-school district agency has given the district notice that such information may compromise that agency's criminal investigation.

21. Restructuring

- 21.1 Successful implementation of the May 1, 1997, Tentative Agreement to Reduce the Need for Reconstitution requires adoption of a standards-based school accountability system. The proposed accountability system is predicated upon the following structures: 1) set of district-wide standards that define school quality; 2) a mechanism for measuring the performance of a school according to the district-wide standards; 3) identification of schools that have deficiencies in meeting the standards; 4) support to build school-wide structures to develop plans to address the identified deficiencies; and 5) monitoring of the progress of the school community. This effort will require modification of Article 21, Restructuring, consistent with the guidelines and requirement of the District and State and Federal Governments.

- 21.1.1 The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
- 21.1.2 The District and Union intend to create an accountability system that includes requirements of the accountability systems imposed or required by the Consent Decree, State of California, and the Federal Government.

(See Appendix E for Article 21, Restructuring from prior contracts.)

22. Student Discipline

22.1 Student discipline

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

22.2 District support and assistance

- 22.2.1 In order to ensure an educational environment that promotes learning, the classroom teacher shall be provided all reasonable support from the District in maintaining classroom discipline. The District shall take all reasonable action to provide professional support services to assist teachers with respect to each pupil.
- 22.2.2 The Union and the District shall jointly develop the following:
 - 22.2.2.1 A supplement to the SFUSD Student Parent/Guardian Handbook for the elementary schools;
 - 22.2.2.2 A supplement to the SFUSD Student Parent/Guardian Handbook for the Child Development Program; and
 - 22.2.2.3 A written process, which shall be included in this agreement, for the distribution and utilization of the SFUSD Student Parent/Guardian Handbook and appropriate supplements.
- 22.2.3 Within the first six weeks of each school year, all school sites will review student discipline policies and procedures. Said presentation shall also include information regarding teacher rights and responsibilities relative to student discipline as well as an update on all changes affecting student discipline, especially in the area of Special Education.
- 22.2.4 Each school or site shall develop intervention alternatives to complement the District's Student-Parent/Guardian Handbook.

22.3 Student suspension by teacher

- 22.3.1 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.
- 22.3.2 The teacher may also suspend pupil(s) who:
 - 22.3.2.1 caused, attempted to cause, or threatened to cause physical injury to another person; or

- 22.3.2.2 possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any such object, the pupil had obtained written permission from a certificated school employee, which was concurred in by the principal or the designee of the principal; or
- 22.3.2.3 unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind; or
- 22.3.2.4 unlawfully offered or arranged or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material in lieu of the controlled substance, alcoholic beverage, or intoxicant; or
- 22.3.2.5 committed robbery or extortion; or
- 22.3.2.6 caused or attempted to cause damage to school property or private property; or
- 22.3.2.7 stole or attempted to steal school property or private property; or
- 22.3.2.8 possessed or used tobacco; or
- 22.3.2.9 committed an obscene act or engaged in habitual profanity or vulgarity; or
- 22.3.2.10 unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11364 of the Health and Safety Code; or
- 22.3.2.11 knowingly received stolen school property or private property; or
- 22.3.2.12 committed sexual harassment (as defined by SFUSD Board of Education Policy).
- 22.3.3 The actions stated above may occur at any time or place related to school attendance or school.
- 22.3.1 No pupil shall be suspended or expelled for any of the acts enumerated unless such act is related to school activity or school attendance.
- 22.3.2 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.
- 22.3.3 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.
- 22.3.4 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.
- 22.3.5 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.
- 22.3.6 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.

- 22.3.7 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.
- 22.3.8 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.
- 22.4 With respect to Sections 22.1 and 22.2 above only those aspects of student discipline that directly relate to the teacher's safety may be subject to the provisions of Article 19, Due Process For Complaints, however, this shall not be construed to be a waiver of the teacher's right to pursue a remedy under applicable administrative regulations and/or District policies, and/or laws.
- 22.5 A teacher may use reasonable force to protect himself/herself or others from attack or injury, or to quell a disturbance which threatens physical injury to a teacher or others. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of teachers or others.
- 22.6 The District shall give direct legal and other related assistance in accordance with applicable law for any attack, assault or menace upon the teacher while acting in the discharge of his/her duties.
- 22.7 **Informing Bargaining Unit Member**
- 22.7.1 A bargaining unit member who is assigned a student known to have a documented history of behavior described in section 22.3.2, shall be informed by the Site Administrator of the nature of the problem. The bargaining unit member shall keep this information confidential, take reasonable steps to understand the nature of the student's behavior and work with the student in a professional manner.

23. Mentor Teacher Program

This program is no longer operative since the state funds allocated for the Mentor Teacher Program were eliminated.

24. Pre-Retirement/Early Retirement Program

24.1 Qualifications

- 24.1.1 Pursuant to Education Code Sections 22713 and 44922, permanent teachers who are members of STRS may be granted permission by the Board of Education to reduce their workload from full-time to part-time, except that part-time shall be equal to not less than one-half of a full-time workload, and maintain full-time status for retirement purposes if they meet the following requirements.
- 24.1.1.1 Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through that year.
- 24.1.1.2 Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment. Approved leaves of absence shall not constitute a break in service but time spent on approved leave shall not be counted for purposes of this provision

24.1.2 **Limitations**

- 24.1.2.1 Individual participation in the program is limited to a period of ten (10) years.
- 24.1.2.2 The option of half-time employment may be exercised only at the request of the teacher and can be revoked only under unusual circumstances and with the mutual consent of the District and the teacher.
- 24.1.2.3 The agreement or contract for one-half time service shall be executed by the teacher and District, in writing, prior to the period of reduced service, at the beginning of the school year, or before the beginning of the second half of the school year.
- 24.1.2.4 At the end of the ten (10) year period or age sixty-five (65), whichever occurs first, the participant agrees to resign or retire. In cases of unusual and financially pressing circumstances, upon the request of the teacher and by mutual agreement, the agreement to resign may be revoked and the teacher returned to full-time employment.
- 24.1.3 **Definitions** — Half-time for the purpose of this policy shall be the equivalent of one-half of the number of days of service per year required by the teacher's last full-time contract employment. The days of service required may be satisfied by working full-time for one-half of the year or half-time for the full year.
- 24.1.4 **Salary** — The teacher's half-time salary shall be one-half of his/her salary had he/she remained a full-time teacher. Teachers participating in the program shall advance on the salary schedule in the same manner as they had been working full-time.
- 24.1.5 **Benefits** — The participating teacher's health and welfare benefits shall remain the same as received by a full-time teacher. The teacher shall be granted full day sick leave credits even though working half-time and shall be deducted a full day sick leave for any half-day sick leave absence.
- 24.1.6 **Retirement** — Participating teachers and the District shall contribute to STRS as if the teachers were full-time.
- 24.1.7 A teacher who is interested in participating in the program shall notify the Human Resources Department no later than March 15th. The Human Resources Department shall schedule a meeting with each teacher on or before April 30th, to discuss a mutually agreeable program for the teacher.

24.2 **Early Retirement Program**

- 24.2.1 **Application** — In order to be considered for the Early Retirement Incentive Program (ERIP) application shall be filed no later than March 15th of the year for which application was made. The Union and District may mutually agree to extend this deadline.
- 24.2.2 **Eligibility** — Permanent teachers deciding to participate in this program shall:
- 24.2.2.1 be at least fifty-five (55) years old; and
- 24.2.2.2 have been employed by the District for at least ten (10) years. Approved leaves of absence shall not constitute a break in service.
- 24.2.3 **Implementation** — Teachers participating in this program shall be designated as consultants and shall enter into written agreement with the District. The ERIP agreement shall be a one-year contract which is renewable on an annual

basis at the request of the consultant for up to three (3) years or until the end of the school year in which the participating teacher reaches age sixty-five (65), whichever comes first. With the specific and prior approval of the District, the years of service need not be consecutive.

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

24.2.5 Effective for the 1993-94 school year and thereafter:

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

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

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

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

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

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

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

24.3 **Retiree Health Benefits**

24.3.1 Employees hired before July 1, 2004, shall be required to be employed full-time (1.0 FTE) for the final seven (7) consecutive years with SFUSD prior to retirement in order to receive paid retiree health benefits. Part-time shall be counted proportionately to meet this requirement. On July 1st of every subsequent year, the requirement for full-time consecutive years with SFUSD shall increase by one year until the requirement is twelve (12) years of full time (1.0 FTE) service with the SFUSD prior to retirement in order to receive paid retiree health benefits. This provision shall not be applicable to employees who retire on or before June 30, 2006.

24.3.2 Employees hired on or after July 1, 2004, shall be required to be employed full time (1.0 FTE) for 20 final consecutive years of service to qualify for retiree health benefits.

24.3.3 Final consecutive years of service shall include approved paid leaves of absence. Unpaid leaves and separation from employment due to reduction in force shall not constitute a break in service but shall not be counted in the 20 year requirement. Sabbatical leaves and time worked as a 5-3/4 hour/day or as a 3-1/4 hour/day Child Development Program teacher shall be counted as full time service. Final consecutive years of service shall also include district service both as a classified and as a

certificated employee. For the purposes of this article the unit member's date of hire as a classified employee shall be the effective date when determining whether section 24.3.1 or section 24.3.2 is applicable.

24.3.3 Vesting shall be deemed achieved for purposes of this article so long as the unit member achieved vesting as a member of the United Support Personnel bargaining unit.

24.4 Retirement Incentive Stipend

24.4.1 Effective July 1, 2009, any certificated bargaining unit member who notifies the District's Human Resources Department no later than 5:00 p.m. March 1 of his or her plan to retire on or before June 30, for K-12 program unit members and September 1 for Child Development Program (CDP) unit members shall receive a \$600 retirement stipend. The stipend shall be paid on or before July 15 (or September 15 for CDP unit members) immediately following the retirement date of the unit member.

24.5 UESF and District will co-sponsor a recognition event honoring the contributions of retiring employees.

25. Union Building Committee

25.1 At the site the duly elected Union Building Committee (UBC), designed to represent both UESF bargaining units, is responsible for implementing and enforcing provisions of this Agreement. The duly elected Union Building Representative shall serve as the chair of this committee.

25.2 The Union Building Representative at each site represents UESF at that site, represents the site district-wide, and serves as liaison between the faculty and the site administration.

25.2.1 Each school site faculty may choose to determine whether to relieve the site's Union Building Representative of equitably rotated school site duties under Article 7.2.4 in order to accomplish the duties associated with the Union Building Representative position. (Note: Inclusion of homeroom as a school site duty shall be determined by the site administrator.) This secret ballot shall be conducted by the site UBC – but not the Building Representative – and should be conducted prior to the first student day of instruction. The election tally shall be posted and made available to the site staff, including the administration.

25.3 Roles and responsibilities of the Union Building Committee (UBC)

25.3.1 The site administrator shall meet at least once a month with up to seven (7) members of the Union Building Committee on matters of contract administration. This committee shall also coordinate site elections to identify representatives for various other functions within the contract. The UBC shall have a place on the agenda at each faculty meeting, and shall have the opportunity to make a brief statement/report on matters of Union concern or business.

25.3.2 The UBC functions to maintain clear lines of communication between administration and faculty.

25.3.3 Teacher representatives of the School Site Council (SSC) shall be elected by teachers at the school site in an election designed and conducted by the Union Building Committee (UBC).

25.3.4 UBC members shall be permitted use for Union business of school reproduction and audio-visual equipment (excluding materials and supplies) at times which do not interfere with or disrupt normal school functions.

- 25.3.5 The UBC may schedule meetings before or after the instructional day or at such times that are not in conflict with normal school functions.
- 25.3.6 The UBC at each site shall have timely access to all pertinent, non-confidential information available to site administration regarding staffing, assignment, programming, facilities management and planning, staff development, and budgeting, and including timelines and deadlines as set by district administration.
- 25.3.7 The UBC shall meet with site administration to share information and ideas with the goal of achieving consensus agreement on matters of mutual concern regarding the operation of the site including staffing, assignment, programming, facilities management and planning, staff development, and budgeting, and including timelines and deadlines as set by district administration, and all other matters pertaining to school policy and operations.
- 25.3.8 The UBC serves as a liaison to the Restructuring Council or successor (Article 21, Restructuring).
- 25.3.8.1 The UBC shall conduct the election for teacher and paraprofessional positions on the School Site Council or other similar governing bodies.
- 25.3.8.2 The Union Building Representative shall be a member, either elected or *ex-officio*, of any shared decision-making body to the extent permitted by law. The Union Building Committee at a school site is encouraged to work in conjunction with the shared decision-making body as a unified representative body.
- 25.3.8.3 In the case of any school identified as a low-performing school by the process described in Article 21, Restructuring, or as part of a District Union collaboration such as the Ford Foundation supported Labor Management Community Committee (LMCC), the UBC shall work with the LMCC to schedule meetings regarding disseminating information and planning, coordinate site activities with the School Site Council, and to conduct any elections by the instructional staff that may be required to approve the proposed site plan.
- 25.3.9 In order to promote cooperation and a collegial relationship at the school site, the UBC and the administration are encouraged to work collaboratively.
- 25.4. Options for shared decision-making structures**
- 25.4.1 At each school site there shall be the opportunity to establish a shared decision-making body as described in Article 21, Restructuring. Shared decision-making bodies are crucial for successful implementation of the Weighted Student Formula and accountability programs mandated by state and federal authorities. The decision whether to establish a shared decision-making body shall be made by the UBC and administration, together with the faculty at each site.
- 25.4.2 The Union Building Representative shall be a member of the shared decision-making body, either elected or *ex-officio*, to the extent permitted by law. The Building Representative would fill one of the classroom teacher positions, or other staff positions as applicable. The Union Building Committee at a school site is encouraged to work in conjunction with the shared decision-making body as a unified representative body.

25.4.3 School Site Councils (SSC) in Stage 2 and Stage 3 restructuring schools

25.4.3.1 Restructuring Schools Initiative (RSI) and State and Federally Funded Projects have had three options approved by the State Department of Education for operating shared decision-making structures in restructuring schools in the SFUSD. These three options are:

25.4.3.1.1 Form a school governance/restructuring team that meets the statutory requirements for a school-based coordinated School Site Council (SSC): 50% parents and community members (or 25% parents and community members and 25% students in secondary schools) and 50% school employees, including the principal, a majority of teachers, and classified staff. Each SSC would establish written bylaws for the SSC that would require all stakeholders (teachers, parents, students, administration, classified employees) to come to consensus on major issues before action is taken. A fallback provision if consensus cannot be reached and a decision has to be made also needs to be written into the bylaws. The SSC will recognize the importance of having all existing advisory groups and new committees develop and implement restructuring and improvement projects connected to the SSC. These relationships will also be reflected in the site's SSC bylaws.

25.4.3.1.2 The School Site Council (SSC) and the site Restructuring Council (or other term used by the site) organize separately and maintain good communications with each other. Bylaws of each group reflect the relationship between the two groups and reflect the clear delineation of roles, duties and responsibilities of each group. (As each group operates as a distinct entity but may have overlapping membership, meetings will be scheduled separately but may occur on the same day or evening.)

25.4.3.1.3 The School Site Council (SSC) and the site Restructuring Council (or other term used by the site) work cooperatively together. Some persons may be members of both. The roles, duties and responsibilities of each body would be clearly delineated. Meetings will be conducted concurrently, but agenda items and meeting minutes would delineate which items were within the scope of the entire group and which were within the scope of the SSC only. As meetings progressed, each agenda item would be discussed with the entire group, but for those items limited to the SSC, only those SSC members would participate in the actual decision-making. All of the SSC's legally-mandated responsibilities will be preserved under this model.

25.4.3.2 The intent of providing these options for restructuring schools is to enable schools to have some flexibility in developing shared decision-making structures at their sites, recognizing that the SSC has legal authority for School Based Coordinated Programs. An SSC in a Stage Two and Stage Three restructuring school expands its responsibility over the district-based program through its involvement in RSI, thereby eliminating the need for two governance councils (Section 25.4.3.1.1). If it is preferable at the site to have two governance councils, the models described in Sections 25.4.3.1.2 and 25.4.3.1.3 are available. See Appendix C.

25.4.4 Items in Section 25.4.3 are not mandatory subjects of negotiations and therefore are not subject to the grievance process.

26. Living Contract Committee

- 26.1 **Living Contract Committee:** (This Section and sub-sections 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 Section and sub-sections 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.

- 26.2 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.
- 26.3 **Budget and Fiscal Consultation:** Effective July 1, 2002, the District shall meet with the Union to provide the Union with updates and information of the status of the District's budget throughout the fiscal year. The checkpoints for these information exchanges shall be tied to the First Interim Report, the Audit Report, and the Second Interim Report. The parties shall annually establish mutually agreeable dates to review this financial information.
- 26.4 **Textbook and objectives consultation**
- 26.4.1 Within a reasonable time of written request from the Union, the District shall consult with the Union on the definition of educational objectives, the determination of the content of courses and curriculum, the standards and criteria for academic freedom, revisions to Board policies regarding student discipline, the improvement of counseling and library services, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
- 26.4.2 Subsequent meetings, if necessary, shall be scheduled by mutual agreement at reasonable times and places.
- 26.4.3 Consensus reached upon these topics may be incorporated into District policies, regulations, rules or guidelines.
- 26.5 **Subject matter and grade level consultation:** Subject matter and grade level joint committees of the Union and the District (to include, but not be limited to: Child Development Program, Substitutes, Elementary, Middle School, High School, Multilingual, Counselors and Special Education) shall meet on a regular basis to discuss educational issues and concerns. These joint committees shall be comprised of UESF Executive Board members and District central office administrators appropriate to the subject matter or grade level and other appointees of the UESF President and the Superintendent. These meetings shall be scheduled at mutually acceptable times.

27. Child Development Program

- 27.1 The District and Union share the goal of building a program that offers a full range of educational experiences to the children in the Child Development Program. The current structure of the program makes it difficult to provide the best services for children and the best professional responsibilities for teachers and paraprofessionals. The District and Union shall work to develop possible modifications to the structure of the Child Development within the historic fiscal limitations of the Child Development Program's funding mechanisms.
- 27.1.1 The parties shall also work together to change the funding mechanisms to provide additional revenue.

- 27.2 The District and the Union agree that the Child Development Program makes a valuable contribution to the District's educational program and to the needs of the San Francisco community and recognize these programs as integral parts of the District. However, the parties recognize that in bargaining Article 27, Child Development Program, the Union and the District were severely limited by the elimination of the permissive tax levy for this program and that the subsequent under funding of this program by the State has necessitated change and may continue to do so.
- 27.3 Child Development Program teachers shall be assigned to a 218 day work calendar, at 5-3/4 hours/day for full-time and 3-1/4 hours/day for part-time.
- 27.3.1 During the course of this contract, the Union and the District may mutually develop and implement a pilot program utilizing a different staffing configuration than established in section 27.3.
- 27.4 Each Center shall be staffed through the calendar year with regular full-time and part-time teachers to meet the ratios established in Section 9.5.6 of this contract.
- 27.5 Scheduling of non-service days for teachers shall take place at each center. Teachers shall have the right to schedule non-service days at intervals or in a continuous block of time. If conflicts in scheduling non-service days at a center remain unresolved by May 1st, they shall be resolved by the Program Director and site manager in consultation with the teacher(s) involved. The teacher has the right to have a Union representative present at this conference and shall provide reasonable prior notice to the site manager of said representation.
- 27.6 **Part-time teachers**
- 27.6.1 Teachers serving in the 3 1/4 hour or longer positions shall be covered by all fringe benefits provided other teachers.
- 27.6.2 Part-time Child Development Program teachers shall have priority for full-time positions that become available in the Child Development Program. This section is not intended to restrict the rights of currently employed full-time teachers to exercise their transfer rights under Article 15, Staffing And Assignment.
- 27.6.4 **Teachers holding two part-time positions**
- 27.6.4.1 The District shall establish a goal to identify a total of sixteen (16) part-time positions that can be combined into eight (8) full-time positions of 1.14 each. The rights and benefits of the teachers filling these positions shall not exceed those of a teacher working a FTE of 1.0. Tenure-track part-time teachers may apply for these positions.
- 27.6.4.2 Selection for the second part-time position shall be based on current personnel practice as established in Article 15 Staffing and Assignment.
- 27.6.4.3 Teachers serving in a second part-time position shall be paid according to salary schedules listed in Appendix B for said position and at his/her regular step placement.
- 27.6.4.4 The establishment of these positions shall not be used to reduce the number of full-time positions.
- 27.7 **Compensatory time**
- 27.7.1 Teachers assigned to the Child Development Program shall remain on duty at the end of their work day until children in their charge have been taken over by their families, by another teacher, or by a responsible authority. Compensatory time shall be

- provided teachers for time spent beyond the workday necessitated by late parental pickup of children. The teacher and the site manager mutually shall agree as to the dates and hours that compensatory time is to be taken. Within the first twenty (20) work days of the work year, Site Managers shall meet with the designated UESF building representative and/or UBC to establish a plan to schedule compensatory time for members who accumulate such time during that year.
- 27.7.2 Part-time teachers shall be provided compensatory time in accordance with Section 27.7.1, when necessary, in order to permit attendance at faculty meetings.
- 27.8 Site office telephones shall be accessible to teachers for school related purposes at all times that teachers are required to be on site.
- 27.9 Any regular K-12 teacher who is involuntarily transferred into the Child Development Program shall work the same calendar as the K-12 teachers of the District.
- 27.10 During the term of this agreement no currently employed Child Development teacher shall be involuntarily transferred from the Child Development Program for economic reasons.
- 27.11 **Substitute hours**
- 27.11.1 The District shall make every good faith effort to provide substitutes for all absent teachers.
- 27.11.2 A lead teacher, or substitute lead teacher, substituting for an absent Site Manager will be provided with a part-time substitute when the lead teacher or substitute lead teacher deems it necessary.
- 27.11.3 A lead teacher and a substitute lead teacher who substitute for a Site Manager shall be designated annually for each site and selected according to the process defined in Section 27.12 below and paid pursuant to Section 11.13.7.
- 27.11.4 **Additional hours to fill absences or temporary vacancies — part-time and full-time teachers**
- 27.11.4.1 On September 1st, February 1st, and June 1st, of each year, site managers shall conduct a poll among all part-time and full-time teachers as to each teacher's interest in working substitute hours (those hours for which no substitute teacher has been centrally assigned for an absent teacher). Teachers who are interested in working additional hours shall submit a written statement to their site manager.
- 27.11.4.2 The site manager shall post a list showing the names and job status (part-time or full-time) of teachers interested in working additional temporary hours.
- 27.11.4.3 As such hours become available, the site manager shall normally offer the work to part-time teachers on the list on a rotating basis prior to offering the work to full-time teachers. Part-time teachers declining an offer to work shall be placed at the bottom of the rotation list.
- 27.11.5 **Augmented hours — Part-time teachers**
- 27.11.5.1 Part-time teachers regularly assigned to an age group in which augmented hours (hours of additional teacher service needed because of increased school-age attendance) are needed, shall have the first right of refusal for those hours. Augmented hours are those hours that are regularly assigned during the following

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

- 27.11.5.2 If the regularly assigned teacher, as defined in Section 27.11.5.1 above, declines said augmented hours, those hours shall be offered to other part-time teachers assigned to the site in order of District seniority.
- 27.11.5.3 Interviews for vacancies shall occur in the following order.
 - 27.11.5.3.1 First, teachers on site and other bargaining unit members;
 - 27.11.5.3.2 Second, individual applicants who are not district employees. In the case of a position that remains vacant, the Union and the District agree that every effort will be made to fill that position with a substitute teacher currently working or experienced with students of the age group of the available hours position.
 - 27.11.5.3.3 In the case of a vacant position, the Union and the District agree that every effort will be made to fill that position with a substitute teacher currently working or experienced with students of the age group of the available hours position.

27.12 **Lead teacher**

- 27.12.1 This procedure is to be used at all sites. All Lead teachers and substitute lead teachers shall earn the differential pursuant to Article 11.13.
- 27.12.2 No later than April 15th, of each school year site managers are to notify each teacher of the open lead teacher and substitute lead teacher position(s) and make available to eligible teacher the job qualifications, job description and list of responsibilities.
- 27.12.3 Interested eligible teachers shall submit a statement to the site manager indicating their desire to be considered for a position.
- 27.12.4 The site manager will meet with each teacher who submitted a statement of interest to discuss the position and the teacher's qualifications, and to answer any questions.
- 27.12.5 The site manager will then make a selection and notify all interested teachers.

27.13 **Winter Recess** — The Union and District agree that the Child Development Program may provide reduced student service locations during the Winter Recess Period. The following conditions will apply:

- 27.13.1 Work will be guaranteed for each teacher who wishes to work.
 - 27.13.2 The hours available will be the same as the teacher's regularly assigned hours including multiple job assignments or split shifts.
 - 27.13.3 Staff who wish to work shall have priority to be assigned first to their usual site, if that site is open.
 - 27.13.4 The District shall honor the request of teachers not to work the Winter Recess.
 - 27.13.5 Additional hours needed to staff open centers will be offered first to existing staff prior to notification to the substitute office within existing restraints of work regulations.
- 27.14 During the term of this Agreement, all teachers now employed in the Child Development Program who presently hold K-12 credentials will be guaranteed a K-5 teaching position; if the teacher prefers, and is qualified and credentialed to do so, he/she will be guaranteed a 6-12 teaching position.

- 27.14.1 Said teachers pursuant to the guarantees of this article need only file a transfer request.
- 27.14.2 Said teachers shall have the right to indicate preference from a list of available positions.
- 27.14.3 The District agrees to give said teachers priority placement. Placement shall be made by the Chief Administrative Officer from among available positions on the basis of program needs, preference of unit members and supervisors, qualifications and credentials. If two or more unit members desire the same position and are judged equal for it, placement shall be made on the basis of District seniority.
- 27.14.4 A teacher who is not granted his/her placement request, shall be given reasons in writing, upon request.
- 27.14.5 The District and the Union shall establish a joint committee to facilitate the transfer of Child Development Program teachers who hold appropriate certification to K-12 vacancies, and to monitor the progress of said possible transfers.
- 27.14.6 If during the term of this contract the District expands the pre-kindergarten program, said teaching positions shall be first reserved for Child Development Program teachers holding a K-12 teaching credential and second for former Child Development Program teachers who had previously transferred to a K-12 assignment.
- 27.14.7 During the term of this Agreement the District shall establish a program of at least two (2) college training classes, offered outside the teachers' workday, designed to provide up-to-date knowledge of K-12 curriculum and teaching skills to Child Development Program teachers who hold a K-12 certification.
- 27.14.8 Upon completion of at least two (2) such classes, Child Development Program teachers voluntarily transferring into a K-12 vacancy shall receive a \$2,000.00 off-the-salary schedule bonus if the transfer takes place in the school year immediately following completion of said college classes. If the transfer does not take place until the second school year following completion, the bonus shall be \$1,000.00. Thereafter, there shall be no incentive payments.
- 27.14.9 During this first year of K-12 service, a transferring Child Development Program teacher shall be provided with the assistance of a mentor or a teacher on a post retirement consultancy.
- 27.15 On a school year basis only, teachers shall be assigned to a specific age group and, whenever possible, to a consistent daily schedule.
- 27.16 In accordance with Article 31.4, no CDP teacher shall be required to administer medication or provide other medical services, except as noted below.
- 27.16.1 No teachers shall be required to administer asthma medication unless the District has provided appropriate training by a qualified trainer.
- 27.16.2 The District shall assume liability related to administration of medication by all unit members to the extent required by law.
- 27.17 **Compliance**
- 27.17.1 Home visits, when required by either Community Care Licensing, state or federal mandates shall only be performed under the following circumstances:
- 27.17.1.1 Unit member shall receive a stipend of \$40 for each home visit performed outside the unit member's regularly scheduled work hours.

- 27.17.1.2 Mileage reimbursement at the current Internal Revenue Code rate shall be paid to unit members.
- 27.17.1.3 A CDP unit member may request accompaniment by another authorized individual for a home visit. The CDP site manager or CDP central office shall make every effort to fulfill this request. In the event that another authorized individual is not available, then the home visit shall be rescheduled to a time when the second authorized individual is available. If the second authorized individual is a unit member, that individual shall also receive the \$40 home visit stipend.
- 27.17.2 Effective with the ratification of the agreement, CDP staff shall be notified of state or federal requirements for home visit prior to any regulatory requirement to perform them.
- 27.17.3 Unit member shall have consolidation rights for their 2007-2008 assignment if the unit member does not wish to perform home visits.
- 27.17.4 The District shall assume all liability related to home visits by all unit members to the extent required by law.
- 27.17.5 Personnel records that are required by Community Care Licensing for licensing purposes, shall be maintained securely and locked at the CDP site and only be made available for compliance review purposes. These files shall only contain records required by Community Care Licensing. They shall exclude job ratings and evaluations and shall not constitute a waiver of any rights related to a unit member's personnel file established in the Education Code.

28. Day-to-Day Substitute Teachers

28.1 Hours of employment

- 28.1.1 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.
- 28.1.2 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.
- 28.1.3 A substitute teacher in the Child Development Program shall be paid for time served beyond eight (8) hours when the service is required and directed by the site manager.
- 28.1.4 A substitute teaching assignment at Child Development Program shall be for no less than three and one-half (3.5) hours. A substitute teaching assignment at McAuley Adolescent Care Unit or successor shall be for not less than four (4) hours.
- 28.1.5 A substitute teacher working in the Child Development Program 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 Manager, who will arrange to have the substitute teacher relieved as soon as possible.
- 28.1.6 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 28.1.2.

28.1.7 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.

28.1.8 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.

28.2 **Daily working conditions**

28.2.1 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.

28.2.2 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.

28.2.3 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.

28.2.4 A substitute teacher shall not be required to attend faculty meetings unless so directed by the principal or site manager and provided that the substitute teacher is returning the following day for the same assignment.

28.2.5 Assigning of report card grades in K-12 or carrying out formal assessment of children in CDP 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.

28.2.6 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 manager.

28.2.7 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 manager.

28.2.8 **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.

28.2.9 A substitute teacher shall have the right to prompt assistance from the administration when a student becomes a disruption in the classroom and/or threatens the safety of the teacher or others. A substitute teacher shall have the right, as permitted by law, to exercise the same degree of physical control in dealing with a student that a parent would be legally privileged to exercise and said exercise shall be consistent with appropriate non-aversive practices.

28.3 Daily assignment procedures

- 28.3.1 **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.
- 28.3.2 A substitute teacher shall have the right without penalty to declare time(s) and/or days during which he/she is unavailable for work.
- 28.3.3 Substitute teachers will not be penalized for refusing any assignments but shall be expected to complete no less than 36 assignments per school year and no less than 12 assignments per semester in order to maintain active status. 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. 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.
- 28.3.4 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.
- 28.3.5 A substitute teacher shall be able to scan available job assignments whether he/she calls in or is called by the system.
- 28.3.6 Whenever possible, a substitute teacher's preference of school assignment will be honored.
- 28.3.7 Substitute teachers who meet the following criteria shall be given priority assignment for jobs assigned by the substitute teacher office:
- 28.3.7.1 300 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
- 28.3.7.2 credential authorizing service for the position; and
- 28.3.7.3 no unsatisfactory evaluation; and
- 28.3.7.4 the teacher has appropriate qualifications; and
- 28.3.7.5 a written statement on file with the Human Resources Department stating his/her desire to be placed on the list.
- 28.3.7.5.1 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.
- 28.3.8 Whenever possible, substitute teachers shall be assigned to teach in the field(s) for which they hold credentials.
- 28.3.9 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.

28.3.10 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.

28.4 **Employee travel**

28.4.1 Upon being offered an assignment involving travel between two (2) or more work sites, a substitute teacher will be informed of the travel requirements.

28.4.2 The travel reimbursement for the substitute teacher shall be at the same rate as that of the teacher being replaced.

28.4.3 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.

28.4.4 A substitute teacher shall have the right to use school parking lots on the same basis as the teacher being replaced.

28.4.5 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.

28.5 **In-service education**

28.5.1 All District in-service workshops will be open to substitute teachers on a space available basis.

28.5.2 One day of paid in-service shall be offered each school year specifically designed to meet the needs of day-to-day substitute teachers new to or recently employed by the District. This in-service shall be offered on the first regular district staff development day of each school year. The Union and the District shall agree on procedures for implementation of this article.

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.

- 28.6.3 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.
- 28.6.3.1 These teachers shall maintain all consolidation rights they held prior to serving as a core substitute and
- 28.6.3.2 The Union and the District may agree to increase any number of temporary additional core substitute positions.
- 28.7 Classification as Forty-Day substitute**
- 28.7.1 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.
- 28.7.2 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.
- 28.7.3 If the days referred to in Section 28.7.1 span the Fall and Spring semester, the substitute teacher shall be classified as Forty-Day substitute retroactive from the first day in the assignment to the end of the Spring semester with the provisions of Section 28.7.2 applying.
- 28.7.4 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.
- 28.7.4.1 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.
- 28.8 Site Support Substitutes**
- 28.8.1 Site Support Substitutes are substitutes who are assigned to a site daily for the entire year to provide support for on-site professional development as well as continuity for regular substitute coverage.
- 28.8.2 Site Support Substitutes shall be paid at the highest rate of pay for day-to-day substitutes, have the same benefits as 160 day substitutes and shall be entitled to use up to five (5) sick days per year.
- 28.8.3 At the conclusion of the year-long assignment the District may return the Site Support Substitute to the regular substitute pool.
- 28.8.4 A Site Support Substitute who serves two years without an unsatisfactory evaluation shall receive priority consideration for an interview for appointment to an open position for which he or she is credentialed.
- 28.8.5 In the event that a Site Support Substitute position is eliminated, the substitute in that position shall be placed in the regular day-to-day substitute pool.
- 28.9 Cases of alleged child abuse**
- 28.9.1 In cases of alleged child abuse the substitute teacher shall be made aware that a report has been filed as soon as possible.

- 28.9.1.1 The District shall not wait for the conclusion of the police investigation before beginning its own review.
- 28.9.1.2 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.
- 28.10 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.
- 28.11 **Salary rates** — See Appendix B.
- 28.12 **Health Benefits**
- 28.12.1 Substitute teachers who have rendered a minimum of one hundred-sixty days (160) of service for the year immediately preceding the year of eligibility shall be eligible for District provided employee only health benefits subject, to the same terms and conditions as regularly assigned teachers.
- 28.12.1.1 Effective with 2006-2007 school year, the District shall allocate up to \$85,000 per year for the purpose of implementing this benefit provision. If necessary in order to meet this dollar limitation, the number of teachers eligible may be reduced based upon the number of days of substitute service rendered during the prior year. Additional substitutes who serve a minimum of 160 days in the prior year shall be eligible to participate in the District's health system at his/her expense based on the following conditions:
a) the Health Services System allows the individual to enroll and b) the Health Services System will administer the process including enrollment and billing.
- 28.12.1.2 A day of service, as used herein to determine eligibility, shall mean any day of assigned substitute service of more than four (4) hours.
- 28.12.2 To maintain eligibility, qualifying substitute teachers shall meet the following criteria:
- 28.12.2.1 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.
- 28.12.2.2 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.
- 28.12.2.3 Failure to achieve the average days of service specified in Sections 28.12.2.1 and 28.12.2.2 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.
- 28.12.2.4 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.
- 28.12.2.5 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.

- 28.12.2.6 Different assignments rendered on the same day of service shall be counted as one (1) day of substitute service.
- 28.12.2.7 For the first year of entry into this program, the substitute teacher's coverage shall begin on October 1st.
- 28.12.2.8 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.

28.13 Substitute pay Rates

- 28.13.1 The substitute pay levels are included on Salary Schedule B12.
- 28.13.2 Substitutes who move to Level 2 (HX02 or HC02) during one school year shall be paid at Level 2 retroactively to the beginning of the school year.
 - 28.13.2.1 Substitutes who qualify for Level 2 (HX02 or HC02) shall begin the subsequent school year at that same level.
 - 28.13.2.1.1 Substitutes who begin the school year at Level 2 (HX02 or HC02) but who do not attain 71 or 91 (CDP) assignments during that school year shall be paid the following year at the lower rate (HX05 or HC05) specified in B12 until the amount of overpayment is balanced to a net of zero (0). Thereafter, the substitute shall return to the Level 1 (HX01 and HC01) rate and shall not increase to the Level 2 (HX02 or HC02) rate unless they attain an additional 71 or 91 (CDP) assignments following the achievement of a net zero (0) balance. Substitutes who move to Level 2 (HX02 and HC02) during one school year following the achievement of a net zero (0) balance shall be paid at Level 2 retroactive to the date that the substitute achieved the net zero (0) balance.

29. Promotional Opportunities for Substitute Teachers

The Union and the District agree that maintaining quality education in the San Francisco Unified School District requires that we continue to attract and retain an outstanding teaching staff committed to student progress. In order to deal with the employment goals of substitute teachers within the District and the desire of the District to hire the best candidates available, it is important that a clear and equitable process be understood for the selection of regularly assigned teachers.

29.1 Probationary appointments

- 29.1.1 The Union and the District agree that an annual eligibility list of qualified Forty-Day substitute teachers desiring probationary appointment shall be established by the Human Resources Department. Inclusion on this list shall be based on the criteria that the teacher has:
 - 29.1.1.1 at least two (2) terms of service in a Forty-Day substitute position; and
 - 29.1.1.2 the two (2) most recent evaluation(s), if available, are rated better than satisfactory; and
 - 29.1.1.3 credential authorizing service for the position; and
 - 29.1.1.4 appropriate qualifications for the specific vacancy; and
 - 29.1.1.5 a written statement on file with the Human Resources Department stating his/her desire to be placed on the list.
- 29.1.2 Prior to hiring outside candidates, teachers on this list shall be interviewed for open positions, subject to the following exceptions:

- 29.1.2.1 qualified applicants who meet affirmative action goals of the District/school/program, including Consent Decree provisions;
- 29.1.2.2 qualified applicants in shortage fields identified by the District; and
- 29.1.2.3 student teachers assigned to the SFUSD who are deemed to be exceptionally good candidates.
- 29.1.3 Except in unusual circumstances the District will not refer other applicants for interviews before teachers on this eligibility list have had this opportunity.

30. Disciplinary Action

30.1 Tenure-track, temporary, categorical, emergency, core and 40-day substitute teachers

- 30.1.1 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.
- 30.1.2 Teachers shall not be disciplined without just cause.
- 30.1.3 The following just cause guidelines shall be recognized:
 - 30.1.3.1 The teacher shall be adequately informed of the consequences of his/her conduct.
 - 30.1.3.2 The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
 - 30.1.3.3 A fair and objective investigation should reveal the necessity for disciplinary action.
 - 30.1.3.4 Rules, orders and penalties should be applied fairly and equitably.
 - 30.1.3.5 Disciplinary action should be appropriate and reasonably related to the nature of the offense.
- 30.1.4 Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct.
 - 30.1.4.1 Initially the principal or immediate supervisor shall discuss the teacher's act(s) or omission(s) prior to issuing a verbal reprimand.
 - 30.1.4.2 If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.
 - 30.1.4.3 The elements of progressive discipline shall be administered in a timely manner.
- 30.1.5 Prior to administering any formal discipline subsequent to the oral and/or written reprimands, a teacher shall be provided notice and an opportunity to be heard. Notice shall include a statement of the incident(s) or misconduct which form the basis for disciplinary action and a statement of the discipline to be imposed. Such notice shall be given within five (5) working days of the decision to administer formal discipline.
- 30.1.6 If suspension without pay is recommended as a disciplinary action it shall be preceded by at least two (2) related written reprimands issued within a reasonable period of time of each other and recommended within a reasonable period of time after the second written reprimand is issued. Exceptions may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct.
- 30.1.7 Any initial suspension of a teacher pending a disciplinary hearing shall be with pay.
- 30.1.8 A teacher may be represented, upon request, at any disciplinary meeting or hearing.
- 30.1.9 Prior to suspending a teacher without pay for more than two (2) weeks a hearing shall take place at the Assistant Superintendent level.

- 30.1.10 Disciplinary actions shall be administered in a fair and equitable manner.
- 30.1.11 In all cases where discipline is reduced to writing the teacher shall be permitted a reasonable amount of time to consult with his/her representative to receive assistance and advice in preparing a rebuttal or reply.
- 30.1.12 Grievances filed alleging violation of the above provision regarding discipline less than dismissal may be held at Step 2 of the Grievance Procedure.

30.2 Day-to-day Substitute teachers

- 30.2.1 Substitute teachers who have reached 71-day or 10-day salary status shall not be disciplined without good reason.
 - 30.2.1.1 The site administrator shall provide the substitute teacher with reasons for disciplinary action. The substitute teacher may appeal the disciplinary action to the Superintendent or his/her designee, if he/she is dissatisfied with the reason for the disciplinary action. The Superintendent or his/her designee may uphold, reverse or modify the disciplinary action.
 - 30.2.1.2 If the disciplinary action would bar the teacher from teaching within the District, the teacher may appeal the decision to the Superintendent or his/her designee. The Superintendent may uphold, reverse or modify the disciplinary action.
 - 30.2.1.3 If the teacher is dissatisfied with the decision of the Superintendent's designee, he/she may appeal the decision to the appropriate Assistant Superintendent (unless the designee was said Assistant Superintendent). The Assistant Superintendent may uphold, reverse or modify the disciplinary action.
 - 30.2.1.4. If the teacher is dissatisfied with the decision of the Assistant Superintendent, he/she may appeal to the Superintendent. The Superintendent may uphold, reverse or modify the disciplinary action.
 - 30.2.1.5 The Union may request that discipline matters only be subject to a mediation process conducted by a member of the California State Conciliation and Mediation Service.
 - 30.2.1.5.1 The parties shall mutually select a mediator from the California State Mediation and Conciliation Service.
- 30.3.1.5.2 Witnesses may present testimony or documentary evidence as permitted by the mediator.
- 30.3.1.5.3 District and Union representatives who may agree to a mediated resolution shall support said resolution to their respective constituencies.
- 30.3.1.5.4 If the mediator is unable to effectuate a mediated resolution, he/she may convey a recommended settlement to the parties.
- 30.3.1.5.5 If no settlement results from mediation, the decision of the Superintendent shall be final and may not be appealed.

31. Special Education

- 31.1 It is the intent of the San Francisco Unified School District to continue seeking the assistance and cooperation of the Union in working together to meet the diverse and unique needs of the District's special education population and to comply with Federal/State laws and regulations.
- 31.2 The San Francisco Unified School District recognizes the necessity of timeliness in addressing the essential learning needs and conditions the children which should be the basis for all of our combined efforts. Therefore, it is the intent of the San Francisco

Unified School District to continue a joint advisory, planning and review process for the implementation of the District's local Master Plan for Special Education, including but not limited to the following areas:

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

- 31.3 **Community Advisory Committee (CAC)** — Regularly assigned teachers appointed to the Community Advisory Committee shall be provided released time to attend CAC meetings that may be held during the teacher's instructional time. If CAC meetings occur outside the 35 hour work week, the teacher shall be paid at the extended hourly rate.
- 31.4 **Medical services** — No teachers, except qualified public health nurses, shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedures other than first aid.
- 31.5 **Laws, rules, and regulations** — The District shall provide to up-to-date versions of any and all laws, rules, regulations and District policies and procedures related to the implementation of Individuals with Disabilities in Education Act (IDEA). All school sites shall have access via a lending library maintained by the Special Education Department to the most recently published copy of the "California Special Education Programs: A Composite of Laws" or may purchase their own site copy with their Special Education Weighted Student Formula (WSF) funds that are allocated to each site. Special Education content specialists shall be provided a copy of this publication.
- 31.6 Regularly assigned teachers who are members of an Individual Education Plan (I.E.P.) development or review team shall be provided released time to attend such meetings that may be held during the teacher's instructional time.
- 31.7 A regularly assigned teacher shall have the right to: (These provisions continue to apply to all special education and general education teachers who have special education students assigned to them, including "inclusion" students.)
- 31.7.1 refer a student in his/her class for possible assessment to determine if the student is an individual with exceptional needs (IWEN); and
- 31.7.2 receive notification of intended placement and access to a copy of the I.E.P. of an IWEN; and

- 31.7.3 request the I.E.P. of an IWEN assigned to his/her class be reviewed for possible modification; and
- 31.7.4 receive acknowledgement of the referral requested under Sections 31.7.1 or 31.7.3 and have the referral procedure as established by the District initiated within a reasonable period of time; and
- 31.7.5 receive prompt assistance from the administration upon request, when an IWEN becomes a disruption in the classroom and/or threatens the safety of the teacher or others, ; and
- 31.7.6 exercise, as permitted by law, the same degree of physical control over a student that a parent would be legally privileged to exercise and said exercise shall be consistent with appropriate non-aversive practices; the behavioral support plan shall accompany the IEP; and special education and general education teachers receiving IWEN students shall have reasonable access to training to support implementation of the behavioral support plan; and
- 31.7.7 receive hours of employment consistent with Article 7, Days and Hours of Employment for K-12 Teachers.

31.8. Inclusion programs

- 31.8.1 An Inclusion student is an IWEN who may be eligible for placement in a special day class assigned to an age-appropriate general education classroom for the same number of instructional minutes as his/her peers.
- 31.8.2 The Union and the District agree that the successful initiation and implementation of Inclusion Programs require cooperation, planning, preparation, and training of teachers and support staffs. Therefore, Inclusion Programs at specific schools or sites shall be initiated through the I.E.P. process. It is the intent of the Special Education Department to provide training and support as needed.
- 31.8.3 Except in unusual circumstances, a school or site initiating an Inclusion Program shall establish an Inclusion Planning Team consisting of at least the Inclusion Support Teacher, the general education teacher(s) receiving identified inclusion student(s) and the administrator.
- 31.8.4 The parties recognize that the successful placement of an Inclusion student incorporates such components as: advanced notice; consultation, as appropriate; review of I.E.P. documents; consideration of classroom environment(s); necessary additional training; and provisions for appropriate support services.
- 31.8.5 The implementation of an Inclusion Program shall not be utilized as a way to achieve a reduction in staff.
- 31.8.6 The Inclusion Support Team shall consist of the Inclusion Support Teacher, the paraprofessionals assigned to the support teacher and paraprofessionals assigned to additional classroom support as specified in the student's I.E.P. The case load assigned to the Inclusion Support Team shall not exceed the class sizes specified in Section 9.5.7 of the Contract.

31.9 Resource Specialists

- 31.9.1 Resource Specialists shall be entitled to the following:
 - 31.9.1.1 the assignment of one (1) instructional aide; and
 - 31.9.1.2 not to be simultaneously assigned to serve as resource specialists and to teach regular classes, if funded solely by Special Education; and

- 31.9.1.3 prior consideration shall be given to qualified current special education teachers when selecting resource specialists.
- 31.9.2 At such time the case load of a resource specialist reaches eighteen (18) identified students, the District will initiate review and monitoring of the caseload for possible creation of a full-time single assignment resource specialist position at the school. Review and monitoring shall include, but not be limited to, past caseload histories, projected growth, and when, within the school year, the caseload changes.
- 31.9.3 In the event that 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.
- 31.10 When two (2) or more current special education teachers have relatively equal qualifications, the District may apply other considerations, such as seniority, affirmative action, experience, bilingual and special skills, when selecting resource specialists.
- 31.11 The District shall make every reasonable effort to recruit and provide substitutes for absent teachers and paraprofessionals assigned to designated severely impaired special education classes and for teachers and paraprofessionals assigned to general education classes with inclusion students. Upon request to the District Human Resources Department, efforts will be made to obtain substitutes for long-term absences of paraprofessionals in other special education classes. Long-term absences shall be those projected to be in excess of seven (7) work days.
- 31.12 **Special Education committee** — In an effort to improve communication and collaborative problem solving, the District and the Union shall establish a Special Education Committee of teachers representing a cross-section of general education and special education programs and levels to meet with District representatives on a monthly basis.

Special Education Contract References
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<p>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:</p>

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

- 32.1 Decisions made at each school site to implement the instructional program for LEP students consistent with legal and policy requirements, including appropriate primary language support, shall be made after the involvement of the following regularly assigned teachers who work directly with LEP students:
- classroom teachers
 - bilingual teachers
 - ESL teachers
 - sheltered English teachers

- resource teachers
- 32.2 Paraprofessional support services for bilingual classes shall be assigned in accordance with program need to the degree that qualified persons are available and within the financial resources designated for this purpose.
- 32.3 The Union and the District will work through joint committees to explore solutions that will meet the needs of the LEP students.

Bilingual Education Contract References
<p>It should be noted that references are made to bilingual teachers and the bilingual program throughout the contract. Of particular note are the following:</p> <ol style="list-style-type: none"> 1. Contract Articles <ul style="list-style-type: none"> • Article 5, Union Rights • Article 6, Professional Rights • Article 7, Days and Hours of Employment • Article 9, Class Size • Article 15, Staffing and Assignment • Article 18, Professional Development 2. Board Policies <ul style="list-style-type: none"> • 6121.3 — Bilingual Policy Statement • 6121.5 — Bilingual / Bicultural Master Plan

33. Counselors, Deans, Head Counselors

- 33.1 The District shall designate at least one (1) Dean/Head Counselor at every comprehensive Middle School and High School to which counselors are assigned.
- 33.2 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.
- 33.3 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.

34. Department Heads

- 34.1 Department Heads for high school subject areas in which there are at least five (5) full-time equivalent classroom teachers (twenty-five [25] teaching periods per day) shall have one (1) teaching period per day for performing assigned Department Head duties.
- 34.2 A Department Head in a High School shall be paid a differential in addition to the salary he or she receives as a teacher. This differential shall be five percent (5%) of the salary specified for classification III, rating 12. (See Appendix B)
- 34.3 Department Heads shall work five (5) days in addition to the teachers' calendar.

34.4 Department Heads shall be notified no later than one hundred twenty (120) days prior to the end of his or her individual contract that they may not be continued as Department Heads.

Department Heads shall be notified of their employment status no later than fifteen (15) days prior to the expiration date of their last day of appointment.

34.5 The principal shall consider the recommendation(s) of the department in the selection of the Department Head or chairperson. The position of department head or chairperson shall be reviewed at least every four years. The department shall be given prior notice of the review and shall have the opportunity to make recommendations to the principal regarding the staffing and function of the position, and with due regard to affirmative action goals.

35. Librarians (Library Media Teachers)

35.1 The Union and District agree to establish a Library/Media Committee for the purpose of:

35.1.1 recommending a formula to phase-in an appropriate number of elementary school librarians;

35.1.2 recommending Central Office support and services;

35.1.3 considering restructuring library budget allocations; and

35.1.4 recommending recruitment/retraining models to the Professional Development Committee.

35.2 Librarians (library media teachers) shall have the same relief and lunch periods as do all other teachers.

35.3 Upon consultation with the site librarian, the District may establish an alternate schedule for the librarian that meets the program needs of the site within the existing 35-hour contract work week.

35.3.1 The librarian's seven-hour work day shall not be split-shift.

35.3.2 The librarian's work day shall not start more than one hour earlier nor end more than one hour later than the work day of the majority of the unit members assigned to the site.

35.3.3 In the case of an alternate work schedule, the librarian shall not be assigned additional responsibilities.

35.3.4 If a staff meeting conflicts with the alternate work schedule, then the librarian shall have the discretion whether to attend the meeting.

35.3.5 Any schedule created pursuant to this article shall be presented to the Union Building Representative for review.

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

36.1 Regularly assigned teachers of home bound children who serve twenty (20) hours per week by action of the Board of Education shall be placed on the salary schedule for teachers. Those who serve less than twenty (20) hours per week shall be paid the hourly rate in accordance with the hourly rate for teachers who work in the Home Bound Program. (See Appendix B)

36.2 Part-time temporary Special Assignment Teachers are defined as those hourly non-permanent Hospital/Agency teachers scheduled for twenty (20) hours per week throughout the school year identified by PERB #SF-UM-334 (R184A) dated April 30, 1984.

- 36.3 Part-time temporary Special Assignment Teachers working in hospitals or agencies shall be placed on the appropriate Teacher's Salary Schedule at Rating 1 based upon a 5/7 work day. The maximum rating shall be 10.
- 36.4 Temporary Special Assignment Teachers shall receive fringe benefits in accordance with Article 12, Fringe Benefits.
- 36.5 Increment credit will be earned for a school year, by serving seventy-five percent (75%) of the authorized number of hours.

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

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

38. Teacher Interns

- 38.1 Teacher interns shall be members of the bargaining unit.
- 38.2 Teacher interns shall be placed on the Teachers' Salary Schedule. Occupational experience may be recognized for advanced placement on the salary schedule.
- 38.3 Pursuant to Education Code Section 44325, teacher interns shall:
 - 38.3.1 possess a baccalaureate degree conferred by an accredited institute of post-secondary education;
 - 38.3.2 successfully pass the state basic skills proficiency test administered under the provisions of California Education Code 44252 and 44252.5;
 - 38.3.3 successfully pass the appropriate subject matter examination administered by the commission of preparation and licensing in the subject areas in which the teacher intern is authorized to teach; and
 - 38.3.4 have an academic major or minor in the subject area in which the teacher intern is authorized to teach.
- 38.4 Teacher intern provisions shall be governed pursuant to California Education Code 44326 (as in existence on May 16, 1996) and other program requirements.
- 38.5 The above sections are included for informational purposes and do not negate the District's rights under other provisions of the Education Code.
- 38.6 With respect to District operated programs, the District shall not utilize teacher interns (as defined by Ed. Code Sections 44325 and 44326) until the voluntary transfer process of Article 15, Staffing and Assignment, is completed.

39. Consent Decree

Subject to compliance with the terms of the Consent Decree NAACP, *et al. v* San Francisco Unified School District Civil No. C-78-1445 WHO, the District and Union shall: (1) continue to honor their obligations under the collective bargaining agreement, and (2) also honor their obligations to bargain and/or consult on matters set forth in the California Educational Employment Relations Act, Government Code Section 3543.2, including the impact, if any, which compliance with said Consent Decree has on such matters. The Union and the District agree that the staffing of personnel at those schools impacted by the Consent Decree shall be in accordance with a plan developed pursuant to the Consent Decree to successfully implement the approved educational programs for the students. Only teachers who apply for positions may be selected; those selected shall be the most qualified based upon the plan and educational programs.

40. Itinerant Teachers

Schedules of regularly assigned teachers who are assigned to and travel to more than one school or student home on a given day shall be arranged so that no teacher shall be required without his/her consent to engage in inter-school or inter-home (for home bound teachers) travel of more than thirty-five (35) miles. The District will notify such teachers of a change of school as soon as possible, normally within ten (10) work days. To allow for travel, itinerant teachers will not be assigned non-teaching duties.

41. Peer Assistance and Review

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

41.1.1 Definitions

- 41.1.1.1 **PAR Panel:** The Program shall be governed by the PAR Panel composed of four (4) District members selected by the Superintendent and five (5) UESF members selected by the Union.
- 41.1.1.2 **Peer Coach:** The teacher selected and directed by the PAR Panel to assist and review teachers will be assigned to the Program to work exclusively with beginning teachers and/or teachers subject to intervention.
- 41.1.1.3 **Lead Coach:** This Peer Coach will be assigned specific duties in addition to those of a Peer Coach. These tasks will primarily be related to the smooth functioning of the program. In order to accomplish these tasks the Lead Coach will be provided a reduced caseload.
- 41.1.1.4 **Participating Teacher:** A teacher who is participating in the Peer Assistance and Review program.
- 41.1.1.5 **New Teacher:** A teacher new to the District and occupying a position for which a probationary teacher could have been employed.
- 41.1.1.6 **Intervention Teacher:** A permanent teacher who has been identified as performing in a less than satisfactory manner thus necessitating improvement or termination. The performance problems shall include classroom management and teaching techniques.

- 41.1.1.7 **Panel Co-Chairs:** The Chief Administrative Officer or designee and the President of the Union or designee shall each be responsible for keeping the Superintendent apprised of the implementation of the Program, and for co-chairing the PAR Panel. The Panel shall select the Panel Chair, one of the Co-Chairs on a rotating basis.
- 41.1.1.8 **Professional Growth Plan:** The plan, contemplated in Section 18.8, for participating Beginning Teachers, developed by the Peer Coach and Beginning Teacher in consultation with the principal.
- 41.1.1.9 **Individual Learning Plan:** The plan developed by the Peer Coach and Participating Teacher in consultation with the principal to address areas of need.
- 41.1.1.10 **Pre-Intern and Intern Programs:** Partnerships between the District, Union and Universities designed to provide a rigorous and supportive path to a full credential.
- 41.1.1.11 **Evaluation:** Evaluation is the process, reflective of mandated state requirements and best professional practices, described in Article 16, Evaluation, of the UESF-SFUSD collective bargaining agreement. The Written Summary of the evaluation cycle is placed in the teacher's personnel file. The principal is responsible for conducting evaluations.
- 41.1.1.12 **Review:** The review process, while driven by the same goals as the evaluation process, involves much more interaction and closer scrutiny; it is central to the Program. The review process requires the PAR Panel to examine documented interactions between the teacher, Peer Coach, and principal, reflect with other Panel members, and discuss the recommendations with the Peer Coach and principal. The review process requires goal setting, performance objectives, close assistance, monitoring progress, and detailed record keeping. The PAR Panel then approves a summary report that is placed in the teacher's personnel file. At the conclusion of the review process, usually one year, the Panel shall report that 1) the teacher "Meets Standards" in the California Standards of the Teaching Profession and, if a New Teacher, is suitable for reelection; 2) the teacher "Does Not Meet Standards" that further assistance and review is not warranted, and that either non-reelection or termination is possible; or 3) in special circumstances, an extension for another year in the program is warranted.
- 41.1.2 **Program Phase-in**
- 41.1.2.1 Successful implementation of the Program requires adoption of a standards-based evaluation system. The District and Union will develop such a system during the 2002-03 school year for implementation beginning with the 2003-04 school year. Said system shall be based upon the California Standards of the Teaching Profession and may require development of appropriate evaluation forms and modification of the rating scale. This effort will require modification of Article 16, Evaluation.
- 41.1.2.1.1 The District and Union shall form a committee of equal representation to incorporate a standards-based evaluation plan, based upon the California Standards of the Teaching Profession, into Article 16, Evaluation. This plan shall include appropriate modifications to evaluation forms and timelines. The plan shall also include implementation timelines.

- 41.1.2.1.2 The committee shall be reflective of the District’s grade levels and work assignments as well as have participation by those who have responsibility for standards and evaluation.
- 41.1.2.2 The District and the Union, by mutual agreement, may identify the schools in which New Teachers participate in the Peer Assistance and Review program.
- 41.1.3 **New Teacher Component**
- 41.1.3.1 Support services for new teachers not participating in the PAR Program shall be provided through the BTSA, Intern, Pre-Intern, Para-To-Teacher, or other programs, as appropriate, with the goal of having every new teacher engaged in a support program.
- 41.1.3.2 If the District and the Union fail to reach bilateral agreement on including the review component and its applications to all teachers in the New Teacher Component, the Union shall have the right to rescind the Permanent Teacher Intervention Component for said year(s), as contemplated in Section 41.1.4 below, by sending the District a written notice of said rescission. Said Union rescission notice shall constitute an automatic cancellation of the entire Peer Assistance and Review Program, as described in this article
- 41.1.4 **Permanent Teacher Intervention Component**
- 41.1.4.1 This component of the Program is intended for permanent teachers with less than satisfactory teaching skills or practices. Its purpose is to assist them in improving deficiencies.
- 41.1.4.2 Effective the 2000-2001 school year, this component of the Program shall provide intervention to permanent teachers who receive an “unsatisfactory” rating on their prior year’s summary evaluation or who have received a “needs improvement” rating for two or more consecutive years, provided the following conditions are met:
- 41.1.4.2.1 Each referral shall be reviewed by the PAR Panel Co-Chairs to determine whether acceptance into the Intervention Program is appropriate. Part of the review will focus on whether the evaluation documents and process, per Article 16, Evaluation, of the Contract that led to the referral, were valid and correct. The Panel Co-Chairs will, by mutual agreement, enter the referred teacher into the Intervention Component of the PAR program. If they do not agree, no referral will be made.
- 41.1.4.2.2 The principal shall present copies of his/her evaluation file for the teacher. Said file, developed pursuant to Article 16, Evaluation, shall include reports of classroom observations, recommendations for improvement that were made to the teacher during the evaluation process and any other related information that may assist the panel.
- 41.1.4.2.3 The teacher shall have the opportunity to make a presentation to the PAR Co-Chairs. Section 16.3 shall apply.
- 41.1.4.2.4 If the PAR Co-Chairs reject the referral, they shall provide the District with the reasons in writing for the rejection and an acknowledgment that the District is free to exercise its options under the SFUSD/UESF contract and/or the California Education Code in the absence of an intervention program.
- 41.1.4.3 If a teacher believes that a colleague is in need of the intervention process, s/he may discuss these concerns with the UESF Building Representative. The Building

Representative may relay these concerns to the principal. If the Building Representative discusses these concerns with the principal and after one month the principal does not request an investigation for intervention, the building representative may submit the concerns to one of the Panel Co-Chairs. The PAR Co-Chairs may place such a teacher in the Intervention Program following the procedure described above.

41.1.4.4 This Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct (Article 30, Disciplinary Action) which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession adopted by the Union and District.

41.1.5 **Evaluation Responsibilities for Evaluation and Review**

41.1.5.1 The Program assumes primary responsibilities for reviewing New Teachers and Intervention Teachers.

41.1.5.2 For teachers in the Program, the principal maintains evaluation responsibility for those aspects which reside typically outside the classroom, as specified in Standard 6 of the San Francisco Teaching Standards. (See Appendix J for a copy of the San Francisco Teaching Standards)

41.1.5.3 The principal retains primary evaluation responsibility for first year teachers not included in the Program, second-year teachers, and all other teachers whose performance meets or exceeds the San Francisco Teaching Standards.

41.2 **Peer Assistance and Review Panel**

41.2.1 Decisions of the Panel shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least six (6) members.

41.2.2 The PAR Panel shall be responsible to:

41.2.2.1 meet at least four (4) times annually to review the work of the Coaches and their caseloads;

41.2.2.1.1 Generally, the Panel shall meet within the normal workday with substitutes provided according to District practice. Work performed beyond the workday shall be compensated at the negotiated hourly rate. Additionally, Panelists shall receive an annual stipend as listed in Appendix N in acknowledgement of time worked in preparation for meetings, reviewing materials and other necessary tasks before or after panel meetings.

41.2.2.2 develop the budget for the Program subject to the Superintendent's review and Board approval;

41.2.2.2.1 The budget shall include all resources reasonably necessary for the successful operation of the Program, including space, equipment, support, training and orientation.

41.2.2.3 make discretionary decisions about eligibility for the Program, including the parameters for determining the set of New Teachers selected for the Program, as provided herein;

41.2.2.4 select Peer Coaches, and related qualified subject and/or program specialists;

41.2.2.5 develop rules, timelines and procedures for the Program that are aligned with relevant California Education Code statutes;

41.2.2.6 make re-hire recommendations on New Teachers to the Superintendent for said teachers contemplated in Section 41.1.2.2 above;

- 41.2.2.7 monitor the progress of Intervention Teachers, including making the decision on the success of such intervention and so advising the Head of Chief Administrative Officer;
- 41.2.2.8 select the Panel Chair, to be alternated annually between the District and UESF; and
- 41.2.2.9 review Peer Coaches' interventions.
- 41.2.2.10 **Peer Coach Appraisal**
- 41.2.2.10.1 The PAR Panel shall oversee the work of the Peer Coaches. The PAR Panel shall make a written evaluation of each Peer Coach's work by June 1st of his/her first year as a Peer Coach, using a form determined by the PAR Panel, and signed by the co-chairs.
- 41.2.2.10.2 Before completing the evaluation, the PAR Panel shall collect information from principals and Program participants who work with the Peer Coach using forms developed by the PAR Panel. Peer Coaches shall not receive a formal evaluation during subsequent years in the position, unless the PAR Panel places a Peer Coach on review because of serious performance concerns. All documentation, submitted to the PAR Panel regarding a Peer Coach's appraisals and/or job performance, shall be made available to the Peer Coach involved. The Final Performance Evaluation Form (designed by the PAR Panel) shall be signed by the Panel co-chairs, and placed in the Peer Coach's personnel file.
- 41.2.2.10.3 The PAR Panel may collect information from principals and participants in the Program who work with Peer Coaches during non-appraisal years.
- 41.2.2.10.4 Any concerns or comments regarding the work of the Peer Coach on the part of principals or Program participants can be directed to the Co-Chairs of the PAR Panel at any time. These written concerns or comments shall be shared with the Peer Coach involved. If in the opinion of the Co-Chairs a reassignment is necessary to ensure the effectiveness of the program, the Co-Chairs may recommend that the PAR Panel make changes in the assignment of the Peer Coach.
- 41.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which s/he has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 41.2.1 above.
- 41.3 **Peer Coaches**
- 41.3.1 Peer Coaches will be selected to work with the following programs:
- 41.3.1.1 New Teachers and Intervention Teachers, as described herein;
- 41.3.1.2 Second year teachers, if assigned for part of a second year;
- 41.3.1.3 Coaches for the subsequent school year shall be selected during the Spring Semester of the prior school year. Coaches will be provided with training activities and materials prior to receiving their assignments at the beginning of the subsequent school year. It is the goal that coach selection shall take place prior to the annual process of voluntary teacher transfers.

- 41.3.2 Active Peer Coaches shall be released full-time to work in this Program. In addition the PAR Panel shall select a pool of Coaches who may be released on a full or part-time basis to work in the Program depending upon the needs of the Program, funding availability and teaching areas of Program participants.
- 41.3.3 The number of Coaches selected shall be determined by the number of Program participants and the availability of State funds appropriated for this Program.
- 41.3.4 There shall be at least one (1) Lead Coach. In addition to the Peer Coach's responsibilities, a Lead Coach shall have additional responsibilities which shall include, but not be limited to, scheduling the work of the Peer Coaches and facilitating the work of the PAR Panel.
 - 41.3.4.1 Depending upon the number of Program participants, the PAR Panel shall consider selecting one Lead Coach with an elementary school teaching background and one Lead Coach with a secondary school teaching background.
- 41.3.5 Peer Coaches shall have staggered terms. The first Lead Coach(s) shall have a four-year term. Approximately half the Coaches will have three and the other half four-year terms.
- 41.3.6 All such terms are subject to annual appraisal and review by the Panel and the Chief Administrative Officer.
- 41.3.7 Prior to starting service as a Peer Coach, each shall sign an agreement that provides, in part, a commitment to return to the classroom for a minimum of two (2) years after leaving the Program.
 - 41.3.7.1 A Peer Coach who has completed a term must return to the classroom for a minimum of two (2) years before reapplying to the Program.
- 41.3.8 The parties do not see participation in the Program as part of a career ladder to becoming a District administrator.
- 41.3.9 At the conclusion of their service, Peer Coaches shall have return rights to a position for which they are qualified at their school of origin. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.
- 41.3.10 Peer Coaches shall have responsibility for not less than twelve (12) nor more than fifteen (15) Program participants.
 - 41.3.10.1 Peer Coaches shall declare known conflicts of interest to the Panel Co-Chairs.
 - 41.3.10.2 Each Permanent Teacher Intervention shall be calculated as two (2) participants.
 - 41.3.10.3 In the event that a Peer Coach cannot complete the Review of a Program participant, a second Peer Coach shall be assigned. The second Peer Coach shall be responsible for completing the final Review after consulting with the first Peer Coach, if possible.
- 41.3.11 Peer Coaches shall have a work year of five (5) additional days. These days are to be scheduled by the PAR Panel. If additional days are scheduled, Peer Coaches shall be compensated at their per diem rate.
 - 41.3.11.1 A Lead Coach shall have a work year of ten (10) additional days.
- 41.3.12 Peer Coaches shall receive a compensation differential equal to \$5,000.
 - 41.3.12.1 This payment shall be reported in accordance with STRS requirements and shall appear as a separate item on pay checks.
 - 41.3.12.1.1 In addition to the Peer Coach compensation differential, a Lead Coach shall receive compensation equal to 5% of his/her base salary.

- 41.3.13 A Lead Coach shall have responsibility for not fewer than four (4) nor more than six (6) Program participants. Conditions described in Sections 41.3.10.1 and 41.3.10.2 shall apply.
- 41.3.14 Peer Coaches and the PAR Panel shall have a primary responsibility in the assistance and review of New Teachers to whom they are assigned (see Section 41.1.2.2 above).
- 41.3.15 The principal shall have responsibility for reporting to the participating New Teacher, and to the PAR Panel, the performance of said teacher as it relates to the school as a whole (*e.g.*, compliance with duty schedules, punctuality, Standard 6 of the San Francisco Teaching Standards, etc.).
- 41.3.16 The responsibilities of the site administrator are specified in the Attachment to the Letter of Transmittal (see Appendix F).
- 41.3.17 **Expectations for Serving New Teachers**
- 41.3.17.1 Coaches shall make progress reports of each assigned teacher at the meetings of the Panel Pairs.
- 41.3.17.1.1 Program participants who are not making satisfactory progress shall be reviewed at the PAR Panel and an intensive assistance plan shall be devised.
- 41.3.17.1.2 Said New Teachers shall receive written notification of the deficiencies and be provided a copy of the assistance plan.
- 41.3.17.1.3 Said New Teachers shall receive assistance at an intensive rate to be determined by the PAR Panel.
- 41.3.17.2 In the case of a participating New Teacher who has fewer than two (2) prior years of teaching experience outside of the District, the PAR Panel may recommend said teacher for Second-Year teacher assistance through the BTSA Program.
- 41.3.17.3 Participating New Teachers who are making satisfactory progress towards meeting the District Teaching Standards shall receive assistance at a level to be determined by the Peer Coaches.
- 41.3.18 **The Role of Peer Coaches:** Peer Coaches shall:
- 41.3.18.1 provide assistance to teachers on their caseloads that may include help such as developing, providing or arranging for classroom materials, reviewing curriculum, suggesting and discussing of teaching and classroom management techniques, orienting to record-keeping requirements, demonstrating teaching, arranging for observation of other teachers, and planning instruction;
- 41.3.18.2 orient teachers to district-wide goals and objectives, the appropriate courses of study, content and performance standards and core curriculum and other relevant curriculum materials; and, as part of the orientation responsibilities, review with the teachers site specific requirements such as principal's expectations, site plans, etc.;
- 41.3.18.3 observe and review teachers who are assigned as part of their caseloads;
- 41.3.18.4 plan and implement practicum for their beginning teachers if so assigned;
- 41.3.18.5 develop with their assigned teachers a Professional Growth Plan and Individual Learning Plan that is aligned with District and school-wide goals;
- 41.3.18.6 meet with the Panel Pair monthly to review the Peer Coach's work. At such conferences, the Peer Coach will present an oral summary of the status of each Program participant with whom s/he works and the assistance provided;
- 41.3.18.7 maintain a daily or weekly schedule of activities in the Peer Coach's office;

- 41.3.18.8 share copies of observation reports and review forms with the principal and with the Panel Pairs as completed;
 - 41.3.18.9 assume responsibility for submitting all documentation to the Lead Coach by the designated dates in accordance with the Contract and these guidelines; and
 - 41.3.18.10 maintain a log for each Program participant showing dates and times of contacts, including a summary of conversations, observations, and other forms of assistance provided. Said documentation shall be included in reports to the PAR Panel.
- 41.3.19 Peer Coach Selection**
- 41.3.19.1 The Lead Coach and Peer Coach positions shall be posted in all schools, in the Weekly Administrative Directive and in the Board's Central Offices by Human Resources. The Panel and the Chief Administrative Officer shall develop the vacancy announcements and other selection procedures.
 - 41.3.19.2 Minimum qualifications for the position are:
 - 41.3.19.2.1 California Clear Credential for subject area of assignment;
 - 41.3.19.2.2 five years of full-time SFUSD service as a teacher in the subject matter field of assignment;
 - 41.3.19.2.3 consistent Highly Satisfactory or Outstanding evaluations;
 - 41.3.19.2.4 recent service as an SFUSD classroom teacher;
 - 41.3.19.2.5 prior successful experience in a mentor/coach/support role for teachers; and
 - 41.3.19.2.6 prior service as a Peer Coach shall be a significant selection criterion for Lead Coach positions.
 - 41.3.19.3 The Panel shall select Peer Coaches from among applicants meeting minimum qualifications.
 - 41.3.19.4 While it is desired that there is a credential/experience match between each Program participant and Peer Coach, fiscal and logistical realities make that match impossible in every case. The PAR Panel, in consultation with other District departments, shall develop an annual process to identify and select qualified subject and/ or program specialists who shall be a resource to the Peer Coach in carrying out his/her duties. Compensation and work hours, determined by the PAR Panel, shall be consistent with those of Peer Coach.
- 41.4 Permanent Teacher Intervention**
- 41.4.1 The Permanent Teacher Intervention Component is a cooperative effort between the Union and the District. The intervention process is an outgrowth of the Union's and District's desire to maintain quality performance standards for the teaching staff and to comply with state funding incentives.
 - 41.4.1.1 Program participation is defined in Section 41.1.1
 - 41.4.1.2 It shall be the obligation of the Panel to report the results of this intervention to the District Superintendent and to the Board of Education.
 - 41.4.1.3 The written documentation in the final review shall become a part of the permanent teacher's personnel file.
 - 41.4.2 The primary focus of the Program is to provide assistance and renew quality teaching.
 - 41.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted.

- 41.4.3.1 To initiate the intervention process following a referral, a conference shall be held. The conference shall involve the Intervention Teacher, the teacher's evaluator, and the assigned Peer Coach.
- 41.4.3.2 The permanent teacher has the right to request Union representation, as per Section 16.3.
- 41.4.4 Peer Coaches and the PAR Panel shall have primary responsibility in the assistance and review of Intervention Teachers to whom they are assigned.
- 41.4.5 The Permanent Teacher Intervention Component shall be responsible for the review of teachers so assigned. Said review shall be based upon the permanent teacher's adherence to the teaching standards adopted by the Union and District.
- 41.4.6 The principal shall have responsibility for reporting to the Intervention Teacher and to the PAR Panel the teacher's performance as it relates to the school as a whole (e.g. compliance with duty schedules, punctuality, Standard 6 of the San Francisco Teaching Standards, etc.).
- 41.4.7 The responsibilities of the site administrator are specified in the Attachment to the Letter of Transmittal (See Appendix E).
- 41.4.8 **Expectations for Serving Intervention Teachers**
- 41.4.8.1 Intervention Teachers shall receive assistance at an intensive rate to be determined by the PAR Panel.
- 41.4.8.2 The Peer Coach will share all written and verbal progress reports during a conference with the teacher at least once month. A confidential copy of the written reports will be provided to the principal in advance of delivery to the teacher.
- 41.4.8.3 Progress reports shall relate specifically to the Individual Learning Plan approved by the PAR Panel.
- 41.4.8.4 If the Individual Learning Plan is modified during the course of the intervention, the process as described in Section 41.4.3 shall apply.
- 41.4.8.5 The assistance provided by Peer Coaches under this article shall be closely monitored by the PAR Panel.
- 41.4.9 Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations. Written materials provided the teacher should be provided to the Panel.
- 41.4.9.1 Should the principal deem it necessary to communicate with a teacher in the Intervention Program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., he/she will forward a copy to the Peer Coach who shall inform the PAR Panel.
- 41.4.10 At the Panel case review meetings the Peer Coach shall provide an oral report and all written documentation to the Panel regarding the progress of the permanent teacher.
- 41.4.10.1 The teacher may be present for the presentation and will be given an opportunity to respond to the report.
- 41.4.10.2 The teacher may not be present during deliberations of the Panel, which are confidential. The Panel may request additional follow-up information from the principal, Peer Coach, or teacher.
- 41.4.11 The course of assistance shall include one or more of the following:

- 41.4.11.1 multiple classroom observations by the Peer Coach and/or principal;
- 41.4.11.2 assistance specific to the Standard(s) referenced in the Individual Learning Plan;
- 41.4.11.3 opportunities for the participating teacher to observe exemplary practice either by the Peer Coach or other teachers;
- 41.4.11.4 District-provided professional development opportunities;
- 41.4.11.5 workshops and/or conference attendance, often in the company of the Peer Coach, to facilitate reflection on how this experience fits into the Individual Learning Plan; and/or
- 41.4.11.6 other forms of assistance that the Peer Coach and the principal or Panel may provide.
- 41.4.11.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies.
- 41.4.12 At the conclusion of the year of review, the PAR Panel shall report to the permanent teacher, principal, and District Superintendent that:
 - 41.4.12.1 the permanent teacher “Meets Standards” for the Essential Elements of the California Standards for the Teacher Profession (SFUSD Standards), and can return to the process of principal-only assistance and evaluation; or
 - 41.4.12.2 the permanent teacher “Does Not Meet Standards” for the Essential Elements of the California Standards for the Teacher Profession (SFUSD Standards), and the PAR Panel does not believe further assistance and remediation will be successful, with documented reasons in support of this conclusion. The District is free to exercise its legal options in the absence of an intervention program.
- 41.4.13 Notwithstanding 41.4.12 above, and while the term of this assistance shall normally be for one school year, the intervention may be extended to part of a second year if the PAR Panel believes progress is being made, although the permanent teacher may not have yet “Met Standards.”
- 41.4.14 The deliberations of the PAR Panel shall be closed and confidential. Its decisions shall be based upon classroom performance, information provided by the Peer Coach, the principal, and the permanent teacher. However, the final decision of the Panel shall not be made prior to any potential input from the assigned UESF representative.
 - 41.4.14.1 The report of the vote shall only include the number of PAR Panel members voting on each side of the question.
- 41.4.15 The decision of the PAR Panel shall be reported to the teacher, the Peer Coach, and the principal in conference with the Chief Administrative Officer and, if requested by the intervention teacher, a representative from UESF.
- 41.5 Permanent Teacher Due Process Rights**
 - 41.5.1 The permanent teacher shall be entitled to review all reports generated by the Peer Coach and principal prior to their submission to the PAR Panel, and to have his/her comments attached. To effectuate this right, the Peer Coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the PAR Panel at which the reports will be considered.

- 41.5.2 The permanent teacher shall have the right to be represented by UESF in any meetings of the Panel to which s/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 41.5.3 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance process, nor shall a decision to remove a permanent teacher from the Program be grievable.
- 41.5.4 The permanent teacher shall have the right to timely reports of progress being made.
- 41.5.5 The permanent teacher shall have the right to present reasons in writing to the PAR Panel why a specific Peer Coach should be replaced and another Peer Coach substituted and to have those reasons considered.
- 41.5.6 The record of this intervention may be sealed within the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.
- 41.5.7 This Program in no manner diminishes the legal rights of bargaining unit members of the District.
- 41.6 **Miscellaneous Provisions**
- 41.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Peer Coach, principal, or Panel, but may file responses that shall become part of the official record of the intervention.
- 41.6.2 Expenditures for the Program, including related administrative costs of up to 5%, shall not exceed funds made available through passage of AB1x (1999, Villaraigosa or successor legislation).
- 41.6.3 During the month prior to the conclusion of the fiscal year, if revenue exceeds projected annual expenditures, the District and the Union shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of this article and the staff development activities of the District.
- 41.6.4 Funds shall also be set aside to allow the Peer Coaches release days and/or conferences as developmental tools with the teachers assigned to the Program.
- 41.6.5 It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa or successor legislation).
- 41.6.6 The cost of releasing coaches for service in the program shall be computed on the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs.
- 41.6.7 **Governing Board Review of Recommendations:** Nothing herein shall preclude the Superintendent and/or Board members from examining information which they are entitled by law to review in connection with the report of the Program review process of and/or reemployment decision of probationary or permanent certificated employees.
- 41.6.8 The PAR Program shall be reviewed annually. As part of the annual review, the bargaining process shall ensure that all Program funds not used by the Program are used in ways consistent with the intent of the Program.

- 41.6.9 **Retention of Education Code Rights:** Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.
- 41.6.9.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 41.6.10 Through its basic liability insurance coverage, the District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this Program as provided in Education Code Section 44503(c), in the same manner as it would hold harmless its principals and other administrators involved in the teacher evaluation process.
- 41.6.11 **Confidentiality:** All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, PAR Panel members and coaches may disclose such information only as necessary to administer this article.

42. Savings Clause

- 42.1 In the event that any provision of this contract, or application thereof, is or shall be determined to be contrary to law by the Public Employment Relations Board (PERB) or by a court of final jurisdiction, such provisions shall be deemed invalid but all other provisions of this contract shall continue in effect.
- 42.2 **Statutory changes**
- 42.2.1 Federal, State, or Municipal legislative or administrative regulation changes that are permissive and affect the provisions of this Agreement shall, upon request of either party, be subjects for negotiations regarding a successor agreement.
- 42.2.2 Legislative or administrative regulations changes that are mandatory and are in legal conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement. The District and the Union agree to meet and revise the Agreement to reflect the mandatory change.

43. Duration

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

44. Reopeners

The re-openers for 2008-2009 and 2009-2010 shall include salary, benefits and three (3) articles for each side, not including automatic re-openers.

Appendix A: Calendars

- A.1 Calendars will be subject to waiver approval where required. In the event a waiver request is denied the District and Union will meet and negotiate needed changes.

Appendix B: Salary Schedules

B.1a. K-12 Fully Credentialed Teachers – per Education Code 45023.1

Class Occupation	Years of Service	184 Work Day Base	180 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 180 Work Day Annual Salary*	184 Work Day Annual Salary
Salary Schedule I	1	45,103	44,123	1,897	46,020	47,000
	2	45,697	44,704	1,803	46,507	47,500
	3	46,289	45,283	1,811	47,094	48,100
B6 Requirements for Placement Bachelor Degree	4	46,885	45,866	1,915	47,781	48,800
	5	47,478	46,446	2,022	48,468	49,500
	6	48,070	47,025	2,130	49,155	50,200
	7	48,664	47,606	2,236	49,842	50,900
	8	49,257	48,186	2,343	50,529	51,600
	9	49,851	48,767	2,449	51,216	52,300
	10	50,445	49,348	2,555	51,903	53,000
	11	51,378	50,261	2,322	52,583	53,700
	12	53,192	52,036	1,208	53,244	54,400
	13	55,006	53,810	94	53,904	55,100

Salary Schedule II	1	45,697	44,704	4,303	49,007	50,000
	2	46,289	45,283	4,461	49,744	50,750
	3	46,885	45,866	4,615	50,481	51,500
B7 Requirements For Placement	4	47,478	46,446	4,772	51,218	52,250
	5	48,070	47,025	4,930	51,955	53,000
	6	48,664	47,606	5,086	52,692	53,750
	7	49,426	48,352	4,824	53,176	54,250
	8	51,391	50,274	3,359	53,633	54,750
BA Plus 30 Units	9	53,355	52,195	2,145	54,340	55,500
	10	55,321	54,118	1,179	55,297	56,500
	11	57,284	56,039	716	56,755	58,000
	12	59,249	57,961	751	58,712	60,000
	13	59,249	57,961	751	58,712	60,000
	14	59,249	57,961	751	58,712	60,000
	15	59,249	57,961	751	58,712	60,000

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers designated as Master Teacher - \$2,500
- Teachers working at Hard to Staff to Schools – up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500
- National Board Certification - \$5,000

B.1b. K-12 Fully Credentialed Teachers – per Education Code 45023.1

Class Occupation	Years of Service	184 Work Day Base	180 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 180 Work Day Annual Salary*	184 Work Day Annual Salary
Salary Schedule III	1	46,885	45,866	5,115	50,981	52,000
	2	47,478	46,446	5,722	52,168	53,200
	3	48,070	47,025	6,330	53,355	54,400
B8 Requirements For Placement	4	49,633	48,554	6,367	54,921	56,000
	5	52,062	50,930	5,438	56,368	57,500
	6	54,490	53,305	4,510	57,815	59,000
	7	56,920	55,683	3,580	59,263	60,500
	8	59,349	58,059	2,651	60,710	62,000
BA Plus 60 Units	9	61,777	60,434	1,723	62,157	63,500
	10	64,207	62,811	1,093	63,904	65,300
	11	66,635	65,186	1,000	66,186	67,635
	12	66,635	65,186	2,500	67,686	69,135
	13	66,635	65,186	2,500	67,686	69,135
Career Increment A	14	69,065	67,564	2,070	69,634	71,135
	15	69,065	67,564	2,070	69,634	71,135
	16	69,065	67,564	2,070	69,634	71,135
Career Increment B	17	71,492	69,938	2,143	72,081	73,635
	18	71,492	69,938	2,143	72,081	73,635
	19	71,492	69,938	2,143	72,081	73,635
Career Increment C	20	73,922	72,315	2,423	74,738	76,345
	21	73,922	72,315	2,423	74,738	76,345
	22	73,922	72,315	2,423	74,738	76,345
Career Increment D	23	76,351	74,691	2,649	77,340	79,000
	24	76,351	74,691	2,649	77,340	79,000
	25	76,351	74,691	2,649	77,340	79,000
Career Increment E	26	78,777	77,064	3,223	80,287	82,000
	27	78,777	77,064	3,223	80,287	82,000
	28	78,777	77,064	3,223	80,287	82,000

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers designated as Master Teacher - \$2,500
- Teachers working at Hard to Staff to Schools – up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500
- National Board Certification - \$5,000

B.2a. K-12 Intern/Emergency and other Non-Credential Teachers

Class Occupation	Years of Service	10-11 & 11-12 only 180 Work Day Annual Salary*	184 Work Day Annual Salary
Salary Schedule I C6 Requirements for Placement of Bachelor Degree	1	38,909	39,774
	2	38,909	39,774
	3	39,201	40,072
	4	39,492	40,370
	5	39,781	40,665
	6	40,072	40,962

Salary Schedule I C7 Requirements for Placement of BA Plus 30 Units	1	39,201	40,072
	2	39,201	40,072
	3	39,492	40,370
	4	40,665	41,569
	5	42,587	43,533
	6	44,508	45,497

Salary Schedule I C8 Requirements for Placement of BA Plus 60 Units	1	41,426	42,347
	2	41,426	42,347
	3	43,803	44,776
	4	46,179	47,205
	5	48,554	49,633
	6	50,930	52,062

* See Temporary Reduction in Work Year Section 11.2.

B.3a. Credentialed Psychologists, Speech Pathologists, and Autism Behavior Analysts

Class Occupation	Years of Service	191 Work Day Base	187 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 187 Work Day Annual Salary*	191 Work Day Annual Salary
Psychologist Speech Therapist B1	1	66,165	64,779	1,435	66,214	67,600
	2	68,928	67,484	522	68,006	69,450
	3	71,688	70,187	562	70,749	72,250
	4	74,451	72,892	549	73,441	75,000
	5	74,451	72,892	549	73,441	75,000
	6	74,451	72,892	549	73,441	75,000
	7	77,051	75,437	1,449	76,886	78,500
	8	77,051	75,437	1,449	76,886	78,500
	9	77,051	75,437	1,449	76,886	78,500
	10	79,652	77,984	1,348	79,332	81,000
	11	79,652	77,984	1,348	79,332	81,000
	12	79,652	77,984	3,848	81,832	83,500
	13	82,251	80,528	1,249	81,777	83,500
	14	82,251	80,528	3,749	84,277	86,000
	15	82,251	80,528	3,749	84,277	86,000
	16	84,852	83,075	1,148	84,223	86,000
	17	84,852	83,075	3,148	86,223	88,000
	18	84,852	83,075	3,148	86,223	88,000
	19	87,454	85,623	546	86,169	88,000
	20	87,454	85,623	2,046	87,669	89,500
	21	87,454	85,623	2,046	87,669	89,500
	22	87,454	85,623	2,046	87,669	89,500
	23	87,454	85,623	3,046	88,669	90,500
	24	87,454	85,623	3,046	88,669	90,500
	25	87,454	85,623	3,046	88,669	90,500
	26	87,454	85,623	4,046	89,669	91,500
	27	87,454	85,623	4,046	89,669	91,500
	28	87,454	85,623	4,046	89,669	91,500
	29	87,454	85,623	4,046	89,669	91,500
	30	87,454	85,623	4,046	89,669	91,500

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD - \$1,500
- Teachers working at Hard to Staff to Schools – up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500

B.3b. Emergency Credentialed Speech Pathologists and Autism Behavior Analysts

Class Occupation	Years of Service	10-11 & 11-12 only 187 Work Day Annual Salary*	191 Work Day Annual Salary
Speech Therapist C1	1	56,683	57,895
	2	59,048	60,311
	3	61,413	62,727
	4	63,853	65,219
	5	63,853	65,219
	6	63,853	65,219

* See Temporary Reduction in Work Year Section 11.2.

B.4 Social workers, Nurses, & Supervisors of Child Welfare and Attendance

Class Occupation	Years of Service	184 Work Day Base	180 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 180 Work Day Annual Salary*	184 Work Day Annual Salary
Social Workers, Nurses, & Supervisors of Child Welfare and Attendance	1	45,115	44,134	4,885	49,019	50,000
	2	47,776	46,737	3,724	50,461	51,500
	3	50,438	49,342	3,962	53,304	54,400
	4	53,098	51,944	4,022	55,966	57,120
	5	55,758	54,546	4,042	58,588	59,800
	6	58,420	57,150	4,710	61,860	63,130
	7	61,080	59,752	3,655	63,407	64,735
	8	63,739	62,353	2,601	64,954	66,340
	9	66,401	64,958	1,544	66,502	67,945
	10	69,063	67,562	808	68,370	69,871
Rating 12	11	71,722	70,163	647	70,810	72,369
	12	71,722	70,163	2,252	72,415	73,974
B9	13	71,722	70,163	2,252	72,415	73,974
	14	74,228	72,614	1,886	74,500	76,114
	15	74,228	72,614	1,886	74,500	76,114
Career Increment A	16	74,228	72,614	1,886	74,500	76,114
	17	76,733	75,065	2,056	77,121	78,789
	18	76,733	75,065	2,056	77,121	78,789
Career Increment B	19	76,733	75,065	2,056	77,121	78,789
	20	79,238	77,515	2,451	79,966	81,689
	21	79,238	77,515	2,451	79,966	81,689
Career Increment C	22	79,238	77,515	2,451	79,966	81,689
	23	81,742	79,965	2,788	82,753	84,530
	24	81,742	79,965	2,788	82,753	84,530
Career Increment D	25	81,742	79,965	2,788	82,753	84,530
	26	84,246	82,415	3,494	85,909	87,740
	27	84,246	82,415	3,494	85,909	87,740
Career Increment E	28	84,246	82,415	3,494	85,909	87,740

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers working at Hard to Staff to Schools – up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500

B.5a. Head Counselors and Deans

Class Occupation	Years of Service	189 Work Day Base	185 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 185 Work Day Annual Salary*	189 Work Day Annual Salary
Salary Schedule I	1	52,433	51,323	1,897	53,220	54,330
	2	53,027	51,905	1,803	53,708	54,830
	3	53,619	52,484	1,811	54,295	55,430
	4	54,215	53,068	1,915	54,983	56,130
Head Counselors	5	54,808	53,648	2,022	55,670	56,830
	6	55,400	54,228	2,130	56,358	57,530
	7	55,994	54,809	2,236	57,045	58,230
R6	8	56,587	55,389	2,343	57,732	58,930
	9	57,181	55,971	2,449	58,420	59,630
	10	57,775	56,552	2,555	59,107	60,330
	11	58,708	57,466	2,322	59,788	61,030
	12	60,522	59,241	1,208	60,449	61,730
	13	62,336	61,017	94	61,111	62,430

Salary Schedule II	1	53,027	51,905	4,303	56,208	57,330
	2	53,619	52,484	4,461	56,945	58,080
	3	54,215	53,068	4,615	57,683	58,830
	4	54,808	53,648	4,772	58,420	59,580
Head Counselors	5	55,400	54,228	4,930	59,158	60,330
	6	55,994	54,809	5,086	59,895	61,080
	7	56,756	55,555	4,824	60,379	61,580
R7	8	58,721	57,478	3,359	60,837	62,080
	9	60,685	59,401	2,145	61,546	62,830
	10	62,651	61,325	1,179	62,504	63,830
	11	64,614	63,247	716	63,963	65,330
	12	66,579	65,170	751	65,921	67,330
	13	66,579	65,170	751	65,921	67,330
	14	66,579	65,170	751	65,921	67,330
	15	66,579	65,170	751	65,921	67,330

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers working at Hard to Staff to Schools – up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500
- National Board Certification - \$5,000

B.5b. Head Counselors and Deans

Class Occupation	Years of Service	189 Work Day Base	185 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 185 Work Day Annual Salary	189 Work Day Annual Salary
Salary Schedule III	1	54,215	53,068	5,115	58,183	59,330
	2	54,808	53,648	5,722	59,370	60,530
	3	55,400	54,228	6,330	60,558	61,730
	4	56,963	55,757	6,367	62,124	63,330
Head Counselors	5	59,392	58,135	5,438	63,573	64,830
	6	61,820	60,512	4,510	65,022	66,330
	7	64,250	62,890	3,580	66,470	67,830
	8	66,679	65,268	2,651	67,919	69,330
R8	9	69,107	67,644	1,723	69,367	70,830
	10	71,537	70,023	1,093	71,116	72,630
	11	73,965	72,400	1,000	73,400	74,965
	12	73,965	72,400	2,500	74,900	76,465
	13	73,965	72,400	2,500	74,900	76,465
Career Increment A	14	76,395	74,778	2,070	76,848	78,465
	15	76,395	74,778	2,070	76,848	78,465
	16	76,395	74,778	2,070	76,848	78,465
Career Increment B	17	78,822	77,154	2,143	79,297	80,965
	18	78,822	77,154	2,143	79,297	80,965
	19	78,822	77,154	2,143	79,297	80,965
Career Increment C	20	81,252	79,532	2,423	81,955	83,675
	21	81,252	79,532	2,423	81,955	83,675
	22	81,252	79,532	2,423	81,955	83,675
Career Increment D	23	83,681	81,910	2,649	84,559	86,330
	24	83,681	81,910	2,649	84,559	86,330
	25	83,681	81,910	2,649	84,559	86,330
Career Increment E	26	86,107	84,285	3,223	87,508	89,330
	27	86,107	84,285	3,223	87,508	89,330
	28	86,107	84,285	3,223	87,508	89,330

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers working at Hard to Staff to Schools – up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500
- National Board Certification - \$5,000

B.6a. High School Department Heads

Class Occupation	Years of Service	189 Work Day Base	185 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 185 Work Day Annual Salary	189 Work Day Annual Salary
Salary Schedule I	1	48,435	47,410	1,897	49,307	50,332
	2	49,029	47,991	1,803	49,794	50,832
	3	49,621	48,571	1,811	50,382	51,432
	4	50,217	49,154	1,915	51,069	52,132
Department Heads	5	50,810	49,735	2,022	51,757	52,832
	6	51,402	50,314	2,130	52,444	53,532
S6	7	51,996	50,896	2,236	53,132	54,232
	8	52,589	51,476	2,343	53,819	54,932
	9	53,183	52,057	2,449	54,506	55,632
	10	53,777	52,639	2,555	55,194	56,332
	11	54,710	53,552	2,322	55,874	57,032
	12	56,524	55,328	1,208	56,536	57,732
	13	58,338	57,103	94	57,197	58,432

Salary Schedule II	1	49,029	47,991	4,303	52,294	53,332
	2	49,621	48,571	4,461	53,032	54,082
	3	50,217	49,154	4,615	53,769	54,832
	4	50,810	49,735	4,772	54,507	55,582
Department Heads	5	51,402	50,314	4,930	55,244	56,332
	6	51,996	50,896	5,086	55,982	57,082
	7	52,758	51,641	4,824	56,465	57,582
S7	8	54,723	53,565	3,359	56,924	58,082
	9	56,687	55,487	2,145	57,632	58,832
	10	58,653	57,412	1,179	58,591	59,832
	11	60,616	59,333	716	60,049	61,332
	12	62,581	61,257	751	62,008	63,332
	13	62,581	61,257	751	62,008	63,332
	14	62,581	61,257	751	62,008	63,332
	15	62,581	61,257	751	62,008	63,332

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers designated as Master Teacher - \$2,500
- Teachers working at Hard to Staff to Schools - up to \$2,000
- Teachers working in Hard to Fill subject areas - \$5000
- National Board Certification - \$5,000

B.6b. High School Department Heads

Class Occupation	Years of Service	189 Work Day Base	185 Work Day Base	Parcel Tax Add-on	10-11 & 11-12 only 185 Work Day Annual Salary	189 Work Day Annual Salary
Salary Schedule III	1	50,217	49,154	5,115	54,269	55,332
	2	50,810	49,735	5,722	55,457	56,532
	3	51,402	50,314	6,330	56,644	57,732
	4	52,965	51,844	6,367	58,211	59,332
Department Heads	5	55,394	54,222	5,438	59,660	60,832
	6	57,822	56,598	4,510	61,108	62,332
	7	60,252	58,977	3,580	62,557	63,832
S8	8	62,681	61,354	2,651	64,005	65,332
	9	65,109	63,731	1,723	65,454	66,832
	10	67,539	66,110	1,093	67,203	68,632
	11	69,967	68,486	1,000	69,486	70,967
	12	69,967	68,486	2,500	70,986	72,467
	13	69,967	68,486	2,500	70,986	72,467
Career Increment A	14	72,397	70,865	2,070	72,935	74,467
	15	72,397	70,865	2,070	72,935	74,467
	16	72,397	70,865	2,070	72,935	74,467
Career Increment B	17	74,824	73,240	2,143	75,383	76,967
	18	74,824	73,240	2,143	75,383	76,967
	19	74,824	73,240	2,143	75,383	76,967
Career Increment C	20	77,254	75,619	2,423	78,042	79,677
	21	77,254	75,619	2,423	78,042	79,677
	22	77,254	75,619	2,423	78,042	79,677
Career Increment D	23	79,683	77,997	2,649	80,646	82,332
	24	79,683	77,997	2,649	80,646	82,332
	25	79,683	77,997	2,649	80,646	82,332
Career Increment E	26	82,109	80,371	3,223	83,594	85,332
	27	82,109	80,371	3,223	83,594	85,332
	28	82,109	80,371	3,223	83,594	85,332

* See Temporary Reduction in Work Year Section 11.2.

Notes:

- One-time Retention Bonus during the fifth year in SFUSD (B7 and B8 pay scales) - \$1,250
- One-time Retention Bonus during the ninth year in SFUSD (B8 pay scales) - \$1,500
- Teachers designated as Master Teacher - \$2,500
- Teachers working at Hard to Staff to Schools - up to \$2,000
- Teachers working in Hard to Fill subject areas - \$500
- National Board Certification - \$5,000

B.7a Full-time Child Development Program Teachers – Hired before Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Salary Schedule IV D4 Requirements for Placement Undergraduate 60 to 90 Units	2	31,851	32,446
	3	33,629	34,258
	4	35,404	36,066
	5	37,180	37,875
	6	38,956	39,684
	7	40,735	41,496
	8	42,510	43,305
	9	44,284	45,112
	10	46,060	46,921

Salary Schedule V D5 Requirements For Placement Undergraduate 91+Units	2	32,637	33,247
	3	34,415	35,058
	4	36,190	36,866
	5	37,963	38,673
	6	39,742	40,485
	7	41,522	42,298
	8	43,296	44,105
	9	45,073	45,915
	10	46,847	47,723
	11	48,624	49,533

Salary Schedule VI D6 Requirements For Placement BA	2	33,441	34,066
	3	35,222	35,880
	4	37,005	37,697
	5	38,791	39,516
	6	40,575	41,333
	7	42,358	43,150
	8	44,142	44,967
	9	45,928	46,786
	10	47,711	48,603
	11	49,492	50,417
	12	51,279	52,237
	13	53,061	54,053
	14	54,844	55,869

* See Temporary Reduction in Work Year Section 11.2.

B.7b Full-time Child Development Program Teachers – Hired before Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Salary Schedule VII	2	38,049	38,760
	3	39,917	40,663
D7 Requirements for Placement BA Plus 30 Units	4	41,790	42,571
	5	43,657	44,473
	6	45,530	46,381
	7	47,395	48,281
	8	49,266	50,187
	9	51,136	52,092
	10	53,005	53,996
	11	54,874	55,900
	12	56,744	57,805
	13	58,614	59,710

Salary Schedule VIII D8 Requirements for Placement BA Plus 60 Units Rating 12	2	40,872	41,636
	3	43,113	43,919
	4	45,356	46,204
	5	47,601	48,491
	6	49,844	50,776
	7	52,086	53,060
	8	54,331	55,347
	9	56,606	57,664
	10	58,817	59,916
	11	61,062	62,203
	12	63,306	64,489
	13	63,306	64,489
	14	63,306	64,489
	Career Increment A	15	65,548
16		65,548	66,773
17		65,548	66,773
Career Increment B	18	67,793	69,060
	19	67,793	69,060
	20	67,793	69,060
Career Increment C	21	70,034	71,343
	22	70,034	71,343
	23	70,034	71,343
Career Increment D	24	72,280	73,631
	25	72,280	73,631
	26	72,280	73,631
Career Increment E	27	74,526	75,919
	28	74,526	75,919
	29	74,526	75,919

* See Temporary Reduction in Work Year Section 11.2.

B.8a Part-time Child Development Program Teachers – Hired before Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary	218 Work Day Annual Salary
Salary Schedule IV D4 Requirements for Placement Undergraduate 60 to 90 Units	2	18,155	18,494
	3	19,169	19,527
	4	20,181	20,558
	5	21,193	21,589
	6	22,205	22,620
	7	23,209	23,643
	8	24,231	24,684
	9	25,242	25,714
10	26,254	26,745	

Salary Schedule V D5 Requirements For Placement Undergraduate 91+Units	2	18,603	18,951
	3	19,616	19,983
	4	19,647	20,014
	5	21,640	22,044
	6	22,653	23,076
	7	23,668	24,110
	8	24,679	25,140
	9	25,692	26,172
	10	26,703	27,202
	11	27,716	28,234

Salary Schedule VI D6 Requirements For Placement BA	2	19,062	19,418
	3	19,880	20,252
	4	21,093	21,487
	5	22,111	22,524
	6	23,128	23,560
	7	24,145	24,596
	8	25,161	25,631
	9	26,179	26,668
	10	27,196	27,704
	11	28,211	28,738
	12	29,229	29,775
	13	30,245	30,810
	14	31,261	31,845

* See Temporary Reduction in Work Year Section 11.2.

B.8b Part-time Child Development Program Teachers – Hired before Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Salary Schedule VII	2	21,688	22,093
	3	22,753	23,178
D7 Requirements for Placement BA Plus 30 Units	4	23,820	24,265
	5	24,885	25,350
	6	25,952	26,437
	7	27,015	27,520
	8	28,082	28,607
	9	29,147	29,692
	10	30,213	30,778
	11	31,278	31,863
	12	32,344	32,949
	13	33,411	34,035

Salary Schedule VIII	2	23,298	23,733
	3	24,575	25,034
D8 Requirements for Placement BA Plus 60 Units Rating 12	4	25,853	26,336
	5	27,133	27,640
	6	28,411	28,942
	7	29,689	30,244
	8	30,969	31,548
	9	32,265	32,868
	10	33,525	34,152
	11	34,805	35,456
	12	36,085	36,759
	13	36,085	36,759
	14	36,085	36,759
Career Increment A	15	37,363	38,061
	16	37,363	38,061
	17	37,363	38,061
Career Increment B	18	38,642	39,364
	19	38,642	39,364
	20	38,642	39,364
Career Increment C	21	39,920	40,666
	22	39,920	40,666
	23	39,920	40,666
Career Increment D	24	41,200	41,970
	25	41,200	41,970
	26	41,200	41,970
Career Increment E	27	42,480	43,274
	28	42,480	43,274
	29	42,480	43,274

* See Temporary Reduction in Work Year Section 11.2.

B.9a Full-time Child Development Program Teachers – Hired after Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Salary Schedule IV D4 Requirements for Placement Undergraduate 60 to 90 Units	2	31,851	32,446
	3	33,629	34,258
	4	35,404	36,066
	5	37,180	37,875
	6	38,956	39,684
	7	40,735	41,496
	8	42,510	43,305
	9	44,284	45,112
	10	46,060	46,921

Salary Schedule V D5 Requirements For Placement Undergraduate 91+Units	2	32,637	33,247
	3	34,415	35,058
	4	36,190	36,866
	5	37,963	38,673
	6	39,742	40,485
	7	41,522	42,298
	8	43,296	44,105
	9	45,073	45,915
	10	46,847	47,723
	11	48,624	49,533

Salary Schedule V F6 Requirements For Placement BA	2	33,441	34,066
	3	35,222	35,880
	4	37,005	37,697
	5	38,791	39,516
	6	40,574	41,332
	7	42,358	43,150
	8	44,142	44,967
	9	45,928	46,786
	10	47,711	48,603
	11	49,492	50,417
	12	51,279	52,237
	13	53,061	54,053
	14	54,844	55,869
	Career Increment A	15	56,628
16		56,628	57,686
Career Increment B	17	56,628	57,686
	18	58,412	59,504
	19	58,412	59,504
	20	58,412	59,504

* See Temporary Reduction in Work Year Section 11.2.

C.9b Full-time Child Development Program Teachers – Hired after Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Career Increment C	21	60,196	61,321
	22	60,196	61,321
	23	60,196	61,321
Career Increment D	24	61,980	63,139
	25	61,980	63,139
	26	61,980	63,139
Career Increment E	27	63,763	64,955
	28	63,763	64,955
	29	63,763	64,955

* See Temporary Reduction in Work Year Section 11.2.

B.10a Part-time Child Development Program Teachers – Hired after Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Salary Schedule IV D4 Requirements for Placement Undergraduate 60 to 90 Units	2	18,155	18,494
	3	19,169	19,527
	4	20,181	20,558
	5	21,193	21,589
	6	22,205	22,620
	7	23,209	23,643
	8	24,231	24,684
	9	25,242	25,714
	10	26,254	26,745

Salary Schedule V D5 Requirements For Placement Undergraduate 91+Units	2	18,603	18,951
	3	19,616	19,983
	4	19,647	20,014
	5	21,640	22,044
	6	22,653	23,076
	7	23,668	24,110
	8	24,679	25,140
	9	25,692	26,172
	10	26,703	27,202
	11	27,716	28,234

Salary Schedule V F6 Requirements For Placement BA	2	19,062	19,418
	3	20,077	20,452
	4	21,093	21,487
	5	22,111	22,524
	6	23,127	23,559
	7	24,145	24,596
	8	25,161	25,631
	9	26,179	26,668
	10	27,196	27,704
	11	28,211	28,738
	12	29,229	29,775
	13	30,245	30,810
	14	31,261	31,845
	Career Increment A	15	32,278
16		32,278	32,881
Career Increment B	17	32,278	32,881
	18	33,295	33,917
	19	33,295	33,917
	20	33,295	33,917

* See Temporary Reduction in Work Year Section 11.2.

B.10b Part-time Child Development Program Teachers – Hired after Aug. 1, 1986

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Career Increment C	21	34,312	34,953
	22	34,312	34,953
	23	34,312	34,953
Career Increment D	24	35,329	35,989
	25	35,329	35,989
	26	35,329	35,989
Career Increment E	27	36,345	37,024
	28	36,345	37,024
	29	36,345	37,024

* See Temporary Reduction in Work Year Section 11.2.

B.11a. Child Development Program (Pilot Program) Teachers

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary*	218 Work Day Annual Salary
Salary Schedule VII D1 Requirement for Placement Undergraduate 60 to 90 Units	2	41,314	42,086
	3	43,210	44,018
	4	45,104	45,947
	5	46,998	47,876
	6	48,892	49,806
	7	50,789	51,738
	8	52,683	53,668
	9	54,575	55,595
	10	56,469	57,525

Salary Schedule VIII D2 Requirement for Placement Undergraduate 91 Units	2	42,152	42,940
	3	44,049	44,872
	4	45,941	46,800
	5	47,833	48,727
	6	49,730	50,660
	7	51,629	52,594
	8	53,521	54,521
	9	55,416	56,452
	10	57,309	58,380
	11	59,204	60,311

Salary Schedule IX D3 Requirement for Placement BA	2	43,010	43,814
	3	44,909	45,748
	4	46,811	47,686
	5	48,716	49,627
	6	50,618	51,564
	7	52,521	53,503
	8	54,424	55,441
	9	56,328	57,381
	10	58,231	59,319
	11	60,130	61,254
	12	62,035	63,195
	13	63,939	65,134
	14	65,838	67,069
	Career Increment A	15	67,741
16		67,741	69,007
17		67,741	69,007
Career Increment B	18	69,644	70,946
	19	69,644	70,946
	20	69,644	70,946

* See Temporary Reduction in Work Year Section 11.2.

B.11b. Child Development Program (Pilot Program) Teachers

Class Occupation	Years of Service	10-11 & 11-12 only 214 Work Day Annual Salary**	218 Work Day Annual Salary
Career	21	71,547	72,884
Increment	22	71,547	72,884
C	23	71,547	72,884
Career	24	73,450	74,823
Increment	25	73,450	74,823
D	26	73,450	74,823
Career	27	75,352	76,760
Increment	28	75,352	76,760
E	29	75,352	76,760

Salary Schedule VIII D9 Requirement for Placement BA plus 60 Units*	2	50,936	51,888
	3	53,326	54,323
	4	55,719	56,760
	5	58,113	59,199
	6	60,506	61,637
	7	62,897	64,073
	8	65,292	66,512
	9	67,686	68,951
	10	70,075	71,385
	11	72,470	73,825
	12	74,864	76,263
	13	74,864	76,263
	14	74,864	76,263
	Career	15	77,255
Increment	16	77,255	78,699
A	17	77,255	78,699
Career	18	79,650	81,139
Increment	19	79,650	81,139
B	20	79,650	81,139
Career	21	82,041	83,574
Increment	22	82,041	83,574
C	23	82,041	83,574
Career	24	84,436	86,014
Increment	25	84,436	86,014
D	26	84,436	86,014
Career	27	86,832	88,455
Increment	28	86,832	88,455
E	29	86,832	88,455

Notes: *Salary Schedule D9 is only for teachers listed as Y-rated in page 153.

** See Temporary Reduction in Work Year Section 11.2.

B.12. Substitute Teachers and Hourly Rates

Class Occupation	Rating	Daily Rate	Hourly Rate
Day to Day Substitute	Effective 01/21/2008		
Subs who do not meet 71 or more assignments in third year per Article 28.13.2.1	HX05	107.94	
1 to 70 Daily Assignments	HX01	136.58	
71 or more Daily Assignments	HX02	165.22	
10 day bonus for consecutive days in the same assignment		25.43	
Children Centers Hourly Subs	Effective 01/21/2008		
Subs who do not meet 91 or more assignments in third year per Article 28.13.2.1	HC05		14.68
1 to 90 Daily Assignments	HC01		19.55
91 or more Daily Assignments	HC02		24.42
Other Hourly – Effective July 1, 2008 (except as noted)			
Extended Hours (ECL)	LZ99		29.2698
Extra Curricular Activities	JZ99		28.8884
Coaching (CPY)	JZ99		28.8884
Homebound	KZ99		34.6947
Driver Training	JZ99		28.8884
Summer School Driver Training – Effective 1 st day of summer school 2008	MZ99		34.2395
Summer and Saturday School (NGT, SAT, SAH, SAP, SHT) – Effective 1 st day of summer school 2008	PZ99		39.5676
Summer School (Speech Language Pathologist)	RZ99		55.0200
Log Cabin Summer School (SLC) – Effective 1 st day of summer school 2008	QZ99		42.5496
Emergency Class Coverage (sub rate/5) (ECC)			33.1143
Sub Dock Rate District (pre-K – 12)		165.22	
Sub Dock Rate for Children Center Full-time		139.45	
Sub Dock Rate for Children Center Part-time		79.68	
Permanent Lead Teacher Pay per month (.07 x classification IV, rating 10 – Schedule F6 (LDT))		283.52	

Appendix C: Faltus – Byrd Memo

March 24, 1994

To: Restructuring School Communities

From: Mary Welsh Byrd, Program Director State and Federal Funded Projects (SFFP)
Rudi Faltus, District/Union Coordinator Restructuring Schools Initiative (RSI)

Re: **Restructuring Shared Decision-Making Structures and School Site Councils**

HISTORY

This memo provides guidance for developing and implementing site shared decision-making (sdm) structures in restructuring schools within the San Francisco Unified School District (SFUSD). The sdm structures in schools are guided by both the Restructuring Schools Initiative (RSI), and the School-Based Program Coordination Act.

RSI is a product of the 1989 teachers' contract between the San Francisco Unified School District and the teachers' union, the United Educators of San Francisco. That contract set up machinery to involve key stakeholders at both the site and district levels in collectively increasing student achievement. The district-wide structure for determining the district's restructuring program and priorities and supporting needs of restructuring schools is the Restructuring Council.

The School-Based Program Coordination Act was implemented in (California in 1981 to assist schools in coordinating their state programs to meet the needs of the whole child, and to involve key stakeholders in planning and implementing supplemental programs funded by the State at the school site. The School-Based Program Coordination Act enabled schools to use up to eight days of instructional time per year for professional development. The first School-Based Coordinated Program (SBCP) schools in the SFUSD were the Stage Two and Stage Three restructuring schools, which established coordinated programs in the 1991-92 school year.

SDM STRUCTURES

An important component of both the Restructuring Schools Initiative (RSI) and the School-Based Program Coordination Act is the establishment and use of sdm structures involving all of the key members of the school community (administrators, teachers, parents, classified staff, and students) to determine what needs improvement or revision, and then to make the changes necessary to improve student learning. Authority for shared decision-making regarding district programs is derived from RSI. Authority for shared decision-making regarding state supplementary programs is derived from the School-Based Program Coordination Act.

The sdm structure is the legally responsible decision-making structure of the school in Stage Two and Stage Three restructuring (RSI) schools. Schools develop different names to identify their site sdm structures. All members of the staff and school community members (administrators, teachers, classified staff, students, parents, community organizations, etc.) should be involved in work groups reflecting all of the work that is important and needs to be done. The sdm structure acts as the coordinating body, reflecting all of the needs, plans and activities of the working groups. The sdm structure develops processes among itself or for involving others in prioritizing needs and plans. Within SFUSD, the onsite (school) plan is the vehicle for expressing programs and budget allocations for the district-based and supplemental programs at the site. A major piece of the work of the sdm structure, therefore, is planning and developing this one-site plan, involving the total school community. The sdm structure in a restructuring school is the body responsible for decisions made by the school community, replacing the principal alone.

DOCUMENTATION

The following guiding documents referred to in this memo should be on the school site. These documents guide the intent, composition, and processes of sdm:

- UESF Contract (1992-1995)
- Guidelines for 1993-94 for Improving Student Learning Through Restructuring, provided by RSI
- School-Based Coordinated Programs (SBCP) Packet, provided by the SFFP Department, which includes the School Based Program Coordination Act, Program Advisory (June 27, 1990), Program Advisory (March 23, 1988), and a booklet, *School Site Councils: Their Composition, Role, and Responsibilities* (CA Department of Education, Nov. 1991)
- WAD notices

This memo is intended to highlight and clarify some areas of confusion and to provide information regarding some of the local peculiarities we experience. It is not meant in any way to substitute for a thorough reading and continually growing understanding of the above documents.

STRUCTURAL OPTIONS

RSI and the SFFP have had three options approved by the State Department of Education for operating sdm structures in restructuring schools in the SFUSD. These three options are:

Option 1: Form a school governance/restructuring team that meets the statutory requirements for a school-based coordinated School Site Council (SSC): 50% parents and community members (or 25% parent and community members and 25% students in secondary schools) and 50% school employees, including the principal, a majority of teachers, and classified staff. Each SSC would establish written bylaws for the SSC that would require all stakeholders (teachers, parents, students, administration, classified employees) to come to consensus on major issues before action is taken. A fallback provision if consensus cannot be reached and a decision has to be made also needs to be written into the bylaws. The SSC will recognize the importance of having all existing advisory groups and new committees develop and implement restructuring and improvement projects connected to the SSC. These relationships will also be reflected in the site's SSC bylaws.

Option 2: The SSC and the site Restructuring Council (or other term used by site) organize separately and maintain good communication with each other. Bylaws of each group reflect the relationship between the two groups and reflect the clear delineation of roles, duties and responsibilities of each group. (As each group operates as a distinct entity but may have overlapping membership, meetings will be scheduled separately but may occur on the same day or evening.)

Option 3: The SSC and the site Restructuring Council (or other term used by site) work cooperatively together. Some persons may be members of both. The roles, duties and responsibilities of each body would be clearly delineated. Meetings will be conducted concurrently, but agenda items and meeting minutes would delineate which items were within the scope of the entire group and which were within the scope of the SSC only. As meetings progressed, each agenda item would be discussed with the entire group, but for those items limited to the SSC, only those SSC members would participate in the actual decision-making. All of the SSCs legally-mandated responsibilities will be preserved under this model.

The intent of providing these options for restructuring schools is to enable schools to have some flexibility in developing sdm structures at their sites, recognizing that the SSC has legal authority for SBCPs. An SSC in a Stage Two and Stage Three restructuring school expands its responsibility over the district-based program through its involvement in RSI, thereby eliminating the need for two governance councils. If it is preferable at the site to use Option 2 or Option 3, these options are also available.

COMPOSITION

Stage Two restructuring schools develop a shared decision-making (sdm) structure to involve key stakeholders in collectively planning, developing, implementing, and assessing district programs, processes, and budgets at the site. These sdm structures work within district processes unless waivers to the regular process are obtained. These sdm structures derive their authority from the Restructuring Council which was created through the UESF contract. The specific composition of the structure is to be determined by the site, and is guided by the following contract language:

21.2.3. Participation in the process will be open to all with responsibility for student outcomes, such as teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site. (*UESF Contract, Article 21*)

21.2.7. The Union Building Committee will serve as the initial conduit to the process of restructuring. A shared decision-making structure must be established to include teachers, united support personnel, the UBC representative, administrators, parents, and others as determined by the site. (*UESF Contract, Article 21, Restructuring.*)

SBCPs require a SSC to develop the school plan for using the supplemental resources to increase student understanding of and success in learning the core curriculum. It is also responsible for the accompanying budget(s). The required composition of the SSC is described below:

Education Code Sections 52012, 52852, and 54724 require that a school site council be established at each school that participates in SIP, SBCP or SB 65 and sets forth the following composition of that council.

- The council shall be composed of the principal and teacher representatives selected by teachers at the school; other school personnel selected by other school personnel at the school, parents of pupils attending the school who are selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.
- At the secondary level the council shall be constituted to ensure parity between (a) the principal, classroom teachers and other school personnel; and (b) equal numbers of parents or other community members selected by parents and pupils.
- At both the elementary and secondary levels, classroom teachers shall comprise the majority of persons represented under category (a). (*School Site Councils: Their Composition, Role and Responsibilities, P. 10*)

The major principle and intent of both RSI and SBCP is inclusion of key stakeholders in the shared decision-making process. If the SSC is used as the shared decision-making structure for a restructuring school, the following points need to be kept in mind:

- The principal has to be on the SSC.
- There should be at least three other than classroom teacher employees in the other employee categories: at least one representing united support personnel (instructional aides, community relations specialists and security aides), at least one representing Local 790 classified employees (secretaries, custodians, cafeteria workers, etc) and at least one representing other non-administrative certificated employees who are not classroom teachers (counselors, resource teachers, librarians, etc.). This assumes, of course, that there are people in all of these roles at the site.
- A Union Building Committee (UBC) representative needs to be on the SSC. If the UBC representative is the Building Rep, he/she would not need to be elected to the SSC, as the Building Rep has already been elected by peers. The Building Rep would fill one of the classroom teacher positions, or other staff positions as applicable. Students in elementary schools would serve on the SSC on the parent and community side, if desired. Student participation in middle and high schools is required by the SBCP, and is to be a quarter of the

total number of members. The number of student representatives in elementary school should be less than the number of parent and community representatives, so as not to diminish the number of parent and community representatives significantly.

- The SSC composition is proportional, but the site has flexibility in determining numbers and roles that need to be represented within the state-defined composition. Reaching consensus on the numbers, and understanding the differences between a SSC for SIP, SB 65 SBCP and a restructuring school is critical.
- The Faculty Advisory Council, School Advisory Committee, Bilingual Advisory Committee, PTSA, Student Council, etc. all represent constituent voices that need to be heard.

SELECTION AND REPLACEMENT OF MEMBERS

Democratic principles need to be used in electing/selecting members of site shared decision-making structure(s). If the SSC is used as the shared decision-making structure for a restructuring school, the following points need to be kept in mind:

- There are no statutory requirements that specify the process that a school must utilize to select or replace members on the SSC beyond the requirement that each category of the council must select its own members. Whatever method a school utilizes to select and replace members on the SSC, that procedure should be known to all members of the community, and it should allow for all members of each category represented on the SSC to have a fair and equal opportunity to nominate and select eligible persons, including themselves, for membership on the SSC. (*School Site Councils: Their Composition, Role, and Responsibilities*, p. 12)
- If the UBC representative is the Building Rep (UESF), the Building Rep does not need to be elected to the SSC, as the Building Rep has already been elected by peers. “Section 1. The Building Representative shall be the representative of UESF in a school, center, or other unit, and shall serve as liaison between the members therein and the UESF. a. Where appropriate, a school, center, or other unit may have a Building Representative for certificated UESF members and a Building Representative for USP members of UESF. In such cases the Building Representatives shall be elected by the certificated UESF members and the USP UESF members respectively. Section 2. Building Representatives shall be elected annually by the members in each school, center, or other unit. Should a Building Representative not be elected, the Executive Board may appoint a Building Representative to serve until an election is held.

Section 4. The Building Representative shall be the chairperson of the Union Building Committee (UBC).” (UESF bylaws, Article 7, p. 11)

- It can be appropriate to move members onto the SSC from other advisory committees if they have been elected by their peers if the group is in agreement. For instance, teachers elected to a Faculty Advisory Council by teachers can serve on the SSC, students elected to a Student Council by students can serve on the SSC, etc.

- Reaching consensus on the numbers of representatives, criteria for representatives, nomination process and election procedures or selection process among the staff and student community is recommended.
- SFFP guidelines for parent and community member elections published in the WAD are important and assist in keeping the school in compliance with state and federal regulations.

OPERATING PROCEDURES

Democratic principles need to be used in operating the site sdm structure(s). If the SSC is used as the sdm structure for a restructuring school, the following points need to be kept in mind:

- Consensus of the sdm council members on important decisions is necessary. The definition of consensus always includes the need for a fall-back democratic strategy when consensus cannot be reached. Consensus is:

A systematic process used by a group to make restructuring decisions which everyone can support. A consensus decision has been reached when:

- 1) Each participant agrees that he or she has had an equal opportunity to influence the decision; and
 - 2) All group members agree to support the decision though it may not be everyone's first choice;
 - 3) Everyone is committed to the decision as if it were the first choice of all group members and agrees to support that decision with their constituencies;
 - 4) No one raises an objection when the group leader calls for consensus approval of the decision. Consensus is not appropriate for every decision made at a school. Each school must determine what decisions are most appropriate for consensus and which should be made through other decision-making processes.
(Guidelines for 1993-94 for Improving Student Learning Through Restructuring, Appendix, page 1)
- Bylaws created at the site by the members of the sdm structure or a representative group of sdm structure members and other staff and school community volunteers control the specific operating processes, composition of the sdm structure, structures for involvement of the total school community, scope, responsibilities, linkages with other groups, domains of decision-making, work structures, development and timeline of the one-site (school) plan, etc.
 - Bylaws of the sdm structures, if there is a SSC and another governance structure, need to reflect the relationships, roles, functions, scope of each body.
 - Bylaws need to reflect what the school community is doing and thinking.

SCOPE OF AUTHORITY

Authority for shared decision-making regarding district programs is derived from Restructuring Schools Initiative (RSI), and authority for shared decision-making regarding state supplementary programs is derived from the School-Based Program Coordination Act. The sdm structure, therefore, derives its authority from both the SFUSD and the California State Department of Education. The intent of both the district and the state is to shift authority to the school site. As restructuring schools in SFUSD, the sdm structure becomes the decision making entity for the school.

- If it is not against the law or rules (Ed Code, Board Policy, Union Contract, administrative regulations), it can be done. If it is against the current law or rules and it makes real educational sense to do it, a waiver can be applied for. “Restructuring plans as provided for in this article will operate within legal mandates, economic opportunities, Board of Education provisions, and requirements of the Union contract, unless appropriate waivers are obtained upon mutual agreement.” (*UESF contract, Article 21, Restructuring.*)
- Waivers to the Ed Code, Board Policy, Union Contract and administrative regulations are initiated by the site through the Restructuring Council. Restructuring plans that require changes in laws or rules should be sent to the RSI office, and will be forwarded to the Restructuring Council and/or other appropriate bodies.
- Bylaws of the site sdm structure should reflect how decisions will be made at the site including the types of decisions, who will make what decisions (domains of decision-making), timelines for decisions recognizing district timelines for mandated decisions, etc.

GLOSSARY OF ACRONYMS

PTSA	= Parent Teacher Student Association
RSI	= Restructuring Schools Initiative
SB65	= Senate Bill 65
SBCP	= School-Based Coordinated Program
SDM	= Shared Decision Making
SFFP	= State and Federal Funded Projects
SFUSD	= San Francisco Unified School District
SIP	= School Improvement Program
SSC	= School Site Council
UESF	= United Educators of San Francisco
USP	= United Support Personnel (Instructional Aides, Community Relations Specialists, Security Aides)
WAD	= Weekly Administrative Directive

Appendix D: Restructuring

- 21.1 Restructuring is not accomplished quickly or easily. Continued success is dependent on the support and participation of those involved in the process at the school site and on the District level. Resources and staff released time, including that provided by law, are necessary components of restructuring and shall be mutually determined by the Union and the District.
 - 21.1.1 The District and Union agree that by working together they can continue to have a powerful and positive effect on the improvement of the educational program for all San Francisco Unified School District students. Restructuring is a process for moving toward this end through shared decision-making among those directly responsible for student performance.
 - 21.1.2 Shared decision-making is a process whereby teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site, can collaborate in identifying areas in need of improvement and in developing solutions that will enhance the learning opportunities for all students.
 - 21.1.3 The parties recognize that the most important interactions that affect student performance are those between instructional staff and students. Instructional staff must be able to share in decisions at the school site if they are to share the responsibility and accountability for the success of the school.
- 21.2 In order to provide the maximum opportunity for success in District-wide restructuring, the Union and the District have developed the following guidelines:
 - 21.2.1 Dissemination of information designed to develop an understanding of restructuring is essential.
 - 21.2.2 Restructuring will not be imposed but allowed to evolve on a voluntary basis. Since site specific plans may be developed for restructuring, no single model can be specified.
 - 21.2.3 Participation in the process will be open to all with responsibility for student outcomes, such as teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site.
 - 21.2.4 The process of consensus decision-making or other democratic decision-making process as determined by each site will be utilized at all levels of restructuring.
 - 21.2.5 Restructuring plans as provided for in this article will operate within legal mandates, economic opportunities, Board of Education policy provisions, and requirements of the Union contract, unless appropriate site specific amendments, including waivers of legal mandates, economic opportunities and Board of Education Policy, are obtained upon mutual agreement.
 - 21.2.6 Contract language on restructuring will enable the process to evolve. Other forms of agreements outside of the contract may facilitate the process of restructuring. One form may be a trust agreement between the District and the

Union. Another may be a multilateral agreement whereby the District and the Union jointly enter into a contract with other interested parties.

21.2.7 The UBC will serve as the initial conduit to the process of restructuring. A shared decision-making structure must be established to include teachers, united support personnel, the Union Building Representative, administrators, parents, and others, as determined by the site in fulfillment of District, State and Federal guidelines. The construction of this structure shall clearly describe the scope of authority as well as a delineation of roles and responsibilities of the constituent parties.

21.2.8 Site governance structures. See Article 25, Union Building Committee.

21.3 **Restructuring Council** — The Union and District recognize that the enabling structure for shared decision-making, as originally defined in the 1989-92 teachers' contract, has evolved into the single body known as the SFUSD Restructuring Council.

The Union and the District recognize that those most directly involved in improving student performance are a necessary and integral component of all restructuring efforts and should be represented on the Restructuring Council.

21.3.1 The Restructuring Council shall be comprised of the following members:

21.3.1.1 The Union President and the Superintendent of Schools.

21.3.1.2 Nine (9) representatives of the Union, selected from teachers and united support personnel, appointed by the Union President.

21.3.1.3 Nine (9) representatives of the District appointed by the Superintendent of Schools.

21.3.1.4 Additional membership as determined by the Restructuring Council.

21.3.2 The responsibilities of the Restructuring Council shall be to:

21.3.2.1 develop mission, goals, and operating procedures for the Restructuring Council;

21.3.2.2 promote the concepts of site-based shared decision-making at all sites as an integral component of restructuring;

21.3.2.3 provide guidelines to sites for restructuring, including shared decision-making and teacher professionalization;

21.3.2.4 provide direction and assistance to sites participating in restructuring;

21.3.2.5 approve and monitor site restructuring plans;

21.3.2.6 conduct on-going evaluations of restructuring efforts;

21.3.2.7 develop, implement, and monitor the plan for District-wide restructuring;

21.3.2.8 develop recommendations for Board of Education consideration;

21.3.2.9 other responsibilities as may be determined.

21.4 The parties agree that restructuring is an evolving process. By mutual agreement, changes in the provisions contained in this article may be effected.

Appendix E: UESF-UASF-SFUSD Letter of Transmittal
Peer Assistance and Review
and
Career in Teaching Committee
1999-2000 School Year

It is the sincere belief of the parties that the quality of teaching is the most significant factor in student achievement. The District and Union are committed to a collaborative quest for establishing and maintaining the highest standards for the teaching profession. It is our belief that the pinnacle of teaching can be achieved only through a process of reflection, analysis and collaboration with peers. We will implement Teaching Standards that reflect the California Standards of the Teaching Profession. We will create a rigorous program involving teachers that:

- supports all teachers, new to the District, in their effort to achieve basic standards of competent teaching;
- provides a coherent, comprehensive and articulated support and induction program of services for teachers new to the profession – linking and coordinating the Pre-Intern, Intern, Beginning Teacher Component, BTSA and other professional growth activities;
- provides an objective and thorough process for evaluating these teachers and non-reelecting those who fail to reach the threshold of satisfactory performance;
- provides an objective and thorough process that will assist, and review all tenured teachers whose teaching performance is below standard. Once provided a fair and rigorous process of assist and review those teachers whose performance continues to fall below standard will be subject to possible termination of employment; and
- develops and promotes a standards-based, growth oriented evaluation system for all teachers.

The Peer Assistance and Review (PAR) Program and the Career In Teaching Committee are two key components in the efforts by the District and Union to improve the quality of the teaching force. The District and UESF, as well as UASF, will be involved in the partnership effort necessary to achieve the above goals envisioned for the San Francisco Public Schools.

Signed

Linda Davis
Superintendent
SFUSD

Jay Wang
President
UASF

Kent Mitchell
President
UESF

Appendix F: Letter of Transmittal, April 19, 2002

SFUSD Induction Program And Peer Assistance & Review

- 1) There is a shared commitment to ongoing, tripartite (SFUSD, UESF, UASF) collaboration in the design and development of a new teacher induction program that corresponds to the legal mandates of SB2042.
- 2) This tripartite collaboration will continue on a regular basis through the 2002-03 school year, under the auspices of the Career In Teaching Committee as described in Section 18.10 of the UESF/SFUSD teachers contract.
- 3) Because of ongoing changes in state legislation and budget allocations, the full design of the induction program is, by necessity, a work in progress. Because of this, contract-relevant provisions will be negotiated as part of the Living Contract Committee as described in Section 26, Living Contract, of the UESF/SFUSD teachers contract.
- 4) The role of the principal/site administrator in the evaluation of teachers in their first year in the SFUSD, at schools designated for PAR coach services has been agreed upon by the SFUSD, UESF, and UASF. It has been formalized in the Attachment to this Letter of Transmittal (see attached).
- 5) All new credentialed and non-credentialed teachers hired at any of the designated "STAR" schools will receive first priority for PAR coach services. If there is PAR coaching capacity beyond the STAR schools, additional schools would be designated at Superintendent's discretion to receive PAR services.
- 6) Newly hired credentialed teachers at the rest of the SFUSD schools will receive support services during 2002-03 through the BTSA program. Non-credentialed teachers at these same schools will receive support services during 2002-03 through the Intern, Pre-Intern or Para-To-Teacher programs, as appropriate.
- 7) This Letter of Transmittal will remain in effect for the term of the new contract, unless new state legislation requires re-negotiation or a signatory seeks to renegotiate a provision.

Signed,

Arlene Ackerman
Superintendent
SFUSD

James Dierke
President
UASF

Kent Mitchell
President
UESF

Attachment to Letter of Transmittal, April 19, 2002

This Attachment stipulates the role of the site administrator and/or principal in the review/evaluation of first year teachers, and of tenured teachers, participating in the PAR program for 2002-03, as agreed upon by the signatory parties to the Letter of Transmittal. This applies only to site administrators at schools receiving PAR services.

The principal/site administrator will do the following:

- 1) Participate in a three-way meeting with the coach and the participating teacher(s) (PT) at the beginning of the school year to explain each person's role and responsibilities, review the calendar, related timelines, and how communication will function.
- 2) Maintain a log of informal observation and ongoing supervision of each PT's performance in relation to Standards 1-6 of the San Francisco Teaching Standards. This log should be used in discussions with the PAR coach.
- 3) Meet with the coach at least one week prior to each Panel review. Write or orally provide comments to the coach in relation to Standards 1-5 (classroom teaching) as well as Standard 6 (professional growth and responsibilities), for each PT in the program.
- 4) Sign and date the administrator section on the Standards Performance Summary Form and the Individual Learning Plan. This is part of the four formal assessments of PT performance and growth that occur during the year.
- 5) Attend the first Panel case review, and subsequent Panel case reviews if he/she has a PT who is Not Meeting Standards at the time of that review. The site administrator is encouraged to share his/her perspectives at these reviews.
- 6) It is desirable that the site administrator /principal completes the activities described below in 6a - 6d:
 - a. Participate in a JOINT FORMAL ASSESSMENT SEQUENCE (pre-observation, observation, post-observation conference) with the coach for each first year PT prior to the Second Panel Presentation round (typically in December).
 - b. Participate in a JOINT FORMAL ASSESSMENT SEQUENCE with the coach for each tenured PT between February 1st and April 1st.
 - c. Hold a post-observation discussion of PT needs and next steps with the coach, specifying principal/site administrator's role and priorities to be included in the PT's Individual Learning Plan.
 - d. Address and attempt to resolve with the coach any discrepancies between the administrator's and coach's assessments (see #8).
- 7) It is required that the site administrator /principal completes the activities described below in 7a - 7d:

- a. Participate in a JOINT FORMAL CLASSROOM OBSERVATION with the coach for each first-year PT prior to the Second Panel Presentation round (typically in December).
 - b. Participate in a JOINT FORMAL CLASSROOM OBSERVATION with the coach for each tenured PT between February 1st and April 1st.
 - c. Hold a post-observation discussion of PT needs and next steps with the coach, specifying principal/site administrator's role and priorities to be included in the PT's Individual Learning Plan.
 - d. Address and attempt to resolve with the coach any discrepancies between the administrator's and coach's assessments (see #8).
- 8) In the event that significant discrepancies exist between the administrator's assessment and the coach's assessment of the PT's performance on any of the Essential Elements of Standards 1-5, the administrator and coach are obligated to document and supply relevant evidence for those differences. The PAR Panel may direct the site administrator and the coach to conduct a second JOINT FORMAL CLASSROOM OBSERVATION, if it is needed, to resolve those differences.
- 9) In the event that significant discrepancies still exist after the second joint formal classroom observation or other steps recommended to resolve the situation, both the administrator and the coach must attend the next Panel presentation. Both the administrator and coach must present their assessments and supporting evidence to the Panel. The differences in opinion and evidence will be included in the record, and forwarded with the Panel's recommendation to rehire or not to rehire to the Superintendent. The Superintendent will review the recommendation and the record of evidence, and will make his/her final recommendation to the Board of Education.

Background, Membership & Timeline

The Career in Teaching Committee empowered a Design Team on January 23, 2002, to develop a proposal for the role of the principal/site administrator and of the coach in the summative assessment of first year teachers participating in the San Francisco Induction Program. The proposal was intended to address the concerns of Superintendent Ackerman, the United Administrators of San Francisco, and the United Educators of San Francisco.

The Design Team developed this proposal and submitted it for approval to the SFUSD, UASF, and UESF. It has been approved by all parties.

Evaluation Design Team: Kevin Truitt, UASF; Tom Fell, UASF; Kent Mitchell, UESF; Tim Tindol, PAR Lead Coach; Helen Joe-Lew, Multilingual Programs; Kristine Parker, Office of Teacher Affairs; and Brad Stam, Office of Teacher Affairs.

Career in Teaching Committee: Jeannie Pon, Hoover, MS; Helen Joe-Lew, Multilingual Programs; Kent Mitchell, UESF; Tim Tindol, PAR Lead Coach; Diane Doe, PAR Coach; Debra Eslava-Burton, PAR Coach; Chris Hiroshima, ISO; Jolie Wineroth, Human Resources; Kristine Parker, Office of Teacher Affairs; and Brad Stam, Office of Teacher Affairs.

Date of Proposal Discussions by Career In Teaching Committee: March 18th, 2002

Date of Proposal to negotiations: April 18, 2002

Note: This proposal does not include a detailed description of the coach's activities. Its purpose is to clearly define the role of the principal/site administrator, in order to address and resolve concerns articulated by UASF, the Superintendent and UESF. A detailed description of the coach's role can be found in Article 41, Peer Assistance and Review, of the UESF Teachers Contract. A detailed calendar of activities is in the process of being completed.

Appendix G: May 1, 1997 Tentative Agreement

Outline of Tentative Agreement to Reduce the Need For Reconstitution

The Superintendent of the San Francisco Unified School district and the President of the United Educators of San Francisco have met to discuss our mutual commitment to improving teaching and learning in the schools of San Francisco and creating alternatives which are intended to lead to the elimination of the need for reconstitution. We have reached preliminary conceptual agreement on an action plan that would include the following components:

- I. Two Year Interim Plan (new Comprehensive School Improvement Plan [CSIP])
 - A. Identification of low-performing schools by mutually agreed upon standards
 - B. Notification to the educational community at such sites of the need to adopt a plan for improvement approved by the district:
 1. Developed by the site, and
 2. On a research-based model of success
 - C. Adoption of plan by the site educational community by an established percentage, (super majority)
 - D. Opportunity for staff to sign-on (individually) indicating endorsement and plan for implementation
 - E. Voluntary transfer for those who do not sign-on to agreement
 - F. Monitoring process of implementation of the site plan
 - G. Involuntary transfer process for staff deemed not to be implementing or undermining the site plan
 1. it would be a site decision involving stakeholders
 2. there must be an appeal process
- II. Comprehensive long-range plan to be developed during two-year interim period
- III. Peer Assistance and Review (e.g. Columbus, Poway, Cincinnati, Toledo) with parent component
- IV. A timeline for fleshing out and implementing these steps (meeting no later than May 10)
- V. Mutually selected ombudsperson for Mission High School
- VI. No provision of be current collective bargaining agreement between be UESF and be District shall be used as an impediment to interfere with the implementation of the provisions contained herein.

These preliminary components are subject to discourse, dialogue, review, modification involving the educational community stakeholders (i.e., parties to Consent Decree, federal judge overseeing Consent Decree, elected Board of Education officials, and 2nd District PTA).

We will meet again no later than May 10 before any further reconstitution is recommended for the 1996-7 school year

Waldemar Rojas, Superintendent
San Francisco Unified School District
May 1, 1997

Joan-Marie Shelley, President
United Educators of San Francisco

Appendix H: UESF Sick Leave Transfer Program

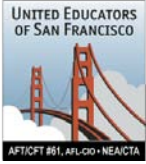
PURPOSE: The catastrophic Sick Leave Bank (hereafter referred to the “Bank”) is a resource to provide relief to those certificated employees represented by UESF who have suffered catastrophic illness or injury that has created a financial hardship. All entitled sick leave and extended sick leave and/or any other paid time needs to be exhausted prior to application for sick leave from the Bank. A catastrophic illness or injury is defined as one which is life threatening and which will last for at least 30 days as certified by the attending physician (1) to be life threatening, (2) which will last for at least 30 days, and (3) which prevents the unit members from properly performing his/her District duties. Participation in the Bank is on a voluntary basis.

ELIGIBILITY FOR PARTICIPATION:

1. All certificated members of the bargaining unit represented by UESF shall be eligible to be donors or recipients governed by the conditions listed below. Unit members who do not contribute during such open enrollment period may not participate in the Bank, and may not contribute until the next open enrollment period.
2. **Donors:**
 - a. The certificated donor must have a minimum of 10 days in his/her sick leave account after the donation is made.
 - b. The donor shall either (1) designate that the donation is deposited in the common account to be used as determined by the Committee or (2) specify the recipient of the donation.
 - c. The open enrollment period will be from the first day of school through the 10th of October and February 14th through March 15th.
 - d. A donation from a Bank participant to an individual may be made as the need arises.
 - e. In order to join a unit member must donate at 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.
3. **Recipient:**
 - a. The recipient must have exhausted all paid leave to participate in the Bank.
 - b. The recipient must complete an application for Bank participation. Such application shall include medical reports certifying the nature of the illness/injury.
 - c. A certificated recipient may receive no more than 85 days from this Bank in any school year.
 - d. Upon receipt of completed applications, processing should be done within 10 business days.
4. **Governing Committee:**
 - a. A Catastrophic Sick Leave Bank Committee (hereafter referred to as the “Committee”) shall be established. It shall be made up of no more than 4 members (certificated and classified representatives) appointed by UESF and 1 member appointed by the District.
 - b. The District representative shall be responsible for processing completed applications and presenting them to the Committee.
 - c. The Committee shall determine which employees of those medically certified to have a catastrophic illness or injury shall be entitled to receive leave from the Bank. The District representative shall vote only in the case of ties.
 - d. The decision of the Committee may be appealed within 10 days of notification of denial. The appeal shall be to the Executive Board of the UESF which will consider a decision on the appeal at their next regularly scheduled meeting.
 - e. The District and UESF shall share in the cost of printing appropriate application and donation forms. Also, the District and UESF agree to review and evaluate the operation of the program at the end of each school year to assess the feasibility of its continued operation.
 - f. The District and UESF shall instruct their appointees to the Committee to make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave contemplated herein. However, there shall be no liability or recourse if said confidentiality is not maintained.
 - g. The members receiving Workers’ Compensation benefits for industrial illness or injury shall not be entitled to Bank benefits, as described herein.
 - h. The Committee may request that an applicant for Bank apply for permanent disability retirement in lieu of the leave provisions described herein.
5. **Establishment of the Bank:**

The Bank shall be considered operational when all the conditions listed below have been satisfied:

 - a. The Committee has been appointed.
 - b. Members of the bargaining unit have been notified by UESF of the Bank policies and procedures.
 - c. The Bank is in receipt of 170 days of donated certificated sick leave to establish the common account in the Bank. The Bank must maintain an 81 day reserve to be considered operational.



SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Certificated

Donor's Sick Leave Transfer Form



DONOR CONDITIONS:

- Donor must retain at least 10 days of sick leave credit after the donation is made.

TRANSFER CONDITIONS:

- Marital Status Declaration or Spousal/Domestic Partner Consent must be completed below.
- All donations are irrevocable.
- Donations are subject to the UESF/SFUSD Teachers' Contract

1. I have read and do understand the above conditions

- I wish to become a member of the Sick Leave Bank and donate _____ sick leave days to the SFUSD/UESF certificated Sick Leave Bank
- I am already a member and wish to donate _____ additional sick leave days to the SFUSD/UESF certificated Sick Leave Bank.
- I am already a member and wish to donate _____ sick leave days to _____.

Individual's Name

2. I declare under penalty of perjury that I have not and will not solicit or accept any compensation, directly or indirectly, for sick leave hours that I am transferring. I further declare that I am transferring the sick leave hours of my own free will and not under threat or coercion by any individual.

Donor's Name (Print Name)

Donor's Signature

Date

Donor's Employee Identification Number

Donor's Work Location

3. **SPOUSAL/DOMESTIC PARTNERSHIP/CONSENT OR MARITAL STATUS/DOMESTIC PARTNERSHIP/DECLARATION**

I, _____, declare under penalty of perjury that:
Print Name

I am the legal spouse/registered domestic partner of _____.
Print Donor's Name

I have been informed of my spouse's/domestic partner's transfer of sick leave as an irrevocable donation to a Sick Leave Bank for use by catastrophically ill certificated employees of the SFUSD and I hereby consent to this transfer by my spouse.

Spouse/Domestic Partner Signature

Date

-OR-

I, _____, declare under penalty of perjury that:
Print Name

- I am not married and do not have a registered domestic partner.
- I do not know, and I have taken all reasonable steps to determine, the whereabouts of my current spouse or domestic partner.
- I and my current spouse or domestic partner have executed an agreement which makes my earnings my separate property.

Donor's Signature

Date

Donor: Please keep a copy for your records and send the original directly to the attention of the Labor Relations, SFUSD, 555 Franklin Street, 3rd Floor, San Francisco, CA 94102.

Appendix I: Bargaining outline

Timeline

March, 2010	UESF initial proposals sunshined
February, 2010	District initial proposal sunshined
February, 2010	Start of Bargaining
May 19, 2010	Tentative Agreement

Union	District
Dennis Kelly, President	Tom Ruiz, Sr. Executive Director, Labor Relations
Linda Festa Plack, Executive Vice President	Nancy Waymack, Director of Policy and Operations
Carolyn Samoa, VP Paraprofessionals	Jolie Wineroth, Sr. Executive Director, Human Resources
Elizabeth Conley, VP Substitutes	Jeannie Pon, Asst. Supt., Middle School Instructional Support
Susan Solomon, Secretary	Flor deLyz Lucas-Yap, Sr. Labor Relations Representative
Ken Tray, Lowell HS Teacher	Mimi Chwang, Labor Relations Representative
Claire Merced, Marshall HS Teacher	Gregory Dannis, Attorney
Susan Kitchell, School Nurse	
Janet Eberhardt, Junipera Serra ES Paraprofessional	
Betty Robinson-Harris, Burnett CDC Teacher	
Larry Blake, Herbert Hoover MS Teacher	
Patricia Mann, Psychologist	
Daniel Markarian, Core Substitute	
Ed Wang, CFT	
Rick Willis, CTA	

Appendix J: San Francisco Teaching Standards

Overview of the California Standards for the Teaching Profession (as modified for use in San Francisco Unified School District)

Standard 1: Engaging and Supporting All Students in Learning

Teachers...

- 1.1 Connect students' prior knowledge, life experience and interest with classroom learning.
- 1.2 Use a variety of instructional strategies to respond to students' diverse needs.
- 1.3 Facilitate learning experiences that promote autonomy, interaction and choice.
- 1.4 Engage students in problem solving, critical thinking and other activities that make subject matter meaningful.
- 1.5 Promote self-directed, reflective learning of all students.

Standard 4: Planning, Designing and Delivering Learning Experiences for all Students

Teachers...

- 4.1 Design long-term and individual lesson plans to foster and support student learning.
- 4.2 Value students' background, interests, languages, and developmental needs.
- 4.3 Establish and articulate student learning outcomes, consistent with *Content and Performance Standards*.
- 4.4 Sequence and use instructional time effectively.
- 4.5 Modify instructional plans to adjust for student needs.

Standard 2: Creating and Maintaining an Effective Environment for Learning

Teachers...

- 2.1 Create a physical environment that engages all students.
- 2.2 Establish a learning environment that promotes fairness and respect.
- 2.3 Promote social development and group responsibility.
- 2.4 Establish and maintain standards for student behavior.
- 2.5 Plan and implement classroom procedures and routines that support student learning.

Standard 5: Assessing Student Learning

Teachers...

- 5.1 Establish and communicate learning outcomes for students.
- 5.2 Use multiple sources of information to assess learning.
- 5.3 Involve and guide students in assessing their own learning.
- 5.4 Use results of assessment to guide instruction.
- 5.5 Communicate with students and families about progress.

Standard 3: Understanding and Organizing Subject Matter Knowledge

Teachers...

- 3.1 Demonstrate knowledge of subject matter.
- 3.2 Organize curriculum to support student understanding of subject matter based on *Content and Performance Standards* and *Core Curriculum*.
- 3.3 Interrelate ideas and information within and across subject matter areas.
- 3.4 Develop student understanding through instructional strategies that are appropriate to the subject.
- 3.5 Use materials, resources, and technologies to make subject matter accessible and engaging to students.

Standard 6: Developing as a Professional Educator

Teachers...

- 6.1 Reflect on teaching practices.
- 6.2 Work with families to foster collaboration and ensure student success.
- 6.3 Work with communities to foster collaboration and ensure student success.
- 6.4 Establish professional goals and pursue growth opportunities.
- 6.5 Work with colleagues to improve professional practice.
- 6.6 Share in responsibility for implementing school expectations, priorities, policies, and procedures.

Appendix K: Memoranda and Side Letters

Memorandum of Understanding

Academic Freedom

In order to provide additional guidance regarding the topic of academic freedom as established in Article 6 – Professional Rights, the Union and District agree to form a joint labor/management committee. UESF shall appoint four members to the committee and the District shall appoint four members to the committee.

The Committee shall deliver a report to the Union President and the Superintendent no later than four months following the ratification of the successor agreement to the 2004-2007 Teachers' contract.

The Committee's report shall contain recommendations regarding clarification of academic freedom. To the extent the recommendations are related to mandatory subjects of negotiations, the Union and the District agree to negotiate during successor contract negotiations.

Date: 13 April 2006

Date: 4/13/06

Dennis Kelly – signed

Tom Ruiz – signed

For UESF

For SFUSD

Memorandum of Understanding

San Francisco Unified School District

and

United Educators of San Francisco

National Board Certification

The United Educators of San Francisco and the San Francisco Unified School District agree to form a labor-management subcommittee for the purpose of exploring National Board Certified unit members' responsibilities, additional compensation and appropriate national certification and compensation for non-classroom certificated unit members. The Union shall appoint three (3) members and the District shall appoint three (3) members. The subcommittee shall submit negotiations proposals, if any, to the Union President and the Superintendent, or designee, no later than ninety (90) days following the ratification of the successor agreement.

7 March 2006
Date

3/7/06
Date

Dennis Kelly – signed
For UESF

Tom Ruiz – signed
For SFUSD

Memorandum of Understanding

**San Francisco Unified School District
and
United Educators of San Francisco**

Restructuring Article 25, Appendices C and D

The Union and the District agree to form a joint Labor/Management committee composed of two (2) members selected by the Union and two (2) selected by the District to determine which provisions related to restructuring of the following articles and/or appendices need to be modified: Article 25 – Union Building Committee, Appendices C and D.

The committee shall develop proposals for the Union and the District to consider for negotiations which shall be delivered to the Superintendent, or designee, and to the Union President, no later than 90 calendar days following the ratification of the successor agreement.

7 March 2006
Date

3/7/06
Date

Dennis Kelly – signed
For the Union

Tom Ruiz – signed
For the District

**San Francisco Unified School District
and
United Educators of San Francisco**

Memorandum of Understanding

Child Development Program Negotiations Sub-Committee

In order to develop proposals for the parties to consider regarding anticipated changes to the Child Development Program (CDP), the United Educators of San Francisco and the San Francisco Unified School District agree to form a joint labor/management negotiations sub-committee. Each party shall appoint up to four (4) members to this sub-committee.

The sub-committee shall develop proposals relating to the following mandatory subjects of bargaining for each party to review and consider for negotiations. The topic shall include at least the following items:

1. Effects of implementation of a child development program component serving infants and children under the age of three;
2. Effects of implementation of all First Five Commission efforts including but not limited to C.A.R.E.S., San Francisco Measure H and state proposition 10;
3. Authentic career-ladder program for paraprofessionals that may be interested in teaching as certificated or permitted employees;

So that the parties may review and consider any proposals, the sub-committee shall deliver proposals to the union President and district Superintendent, or designee, no later than June 15, 2006. Members of the Committee may submit minority reports and proposals. It is the intent of the parties that the proposals be implemented effective July 1, 2006, following bilateral negotiations between the parties.

Additionally, this negotiations sub-committee shall have the on-going responsibility of reviewing and consulting on matters pertaining to the Child Development Program in San Francisco Unified School District. This shall include all matters outside the scope of mandatory or permissive subjects of negotiations, but included among those matters for which the union has the right to consult with the district. This responsibility shall continue until June 30, 2007.

7 March 2006
Date

Dennis Kelly – signed
For UESF

3/7/06
Date

Tom Ruiz – signed
For SFUSD

Article 27: Compliance – Side Letter

Within thirty days of the ratification of the Tentative Agreement, the District will provide the Union with a list of documents to be maintained under lock and key at the employee’s work site pursuant to the requirements of Community Care Licensing.

No document shall be kept in a site file that is not contained in the employee’s official personnel file maintained at the District’s Human Resources office.

A protocol shall be recommended to the parties by the CDP Task Force to insure confidentiality and privacy with respect to access to the site file. That protocol will be reviewed by the parties and entered into as a Side Letter Agreement. Points to be considered in the protocol include, but not necessarily limited to:

- who shall have access to these files
- where and how the files shall be secured
- who shall maintain the files
- what procedures shall be used to log access to these files
- how changes in the required documents to be maintained in the “on-site file” will be communicated to the Union

No “Community Care Licensing Files” shall be established until a protocol is mutually agreed upon.

Signed
Tom Ruiz – 8/24/2007

Signed
Dennis Kelly – 24 August 2007

Signed
Betty Robinson-Harris – 24 August 2007

SIDE LETTER AGREEMENT

Potential Uses of Parcel Tax Revenues Subcommittee

The San Francisco Unified School District (“District”) and the United Educators of San Francisco (“UESF”) agree to form a subcommittee composed of 5 members appointed by the Union and 5 members appointed by the District. The subcommittee shall develop recommendations regarding potential uses of parcel tax revenues for matters that are “subject to negotiations.” Examples may include compensation, benefits or other items that will improve the District’s ability to have effective, highly qualified staff and greatly improve retention. Areas for the subcommittee to explore may include, but are not limited to, the following areas:

1. Comparability and competitiveness of compensation;
2. Shortage areas and hard to staff schools;
3. Recognition of continuing education efforts and professional development.

The committee will be formed immediately and will make recommendations to the UESF President and Interim Superintendent no later than May 1, 2006.

UESF

DISTRICT

Dennis Kelly – signed

Tom Ruiz – signed

Dated: 7 March 2007

Dated: 3/7/06

SIDE LETTER AGREEMENT

United Educators of San Francisco
San Francisco Unified School District

Regarding Certain Child Development Program Teachers

The United Educators of San Francisco (“UESF”) and the San Francisco Unified School District enter to the following Side Letter regarding Child Development Program teachers affected by Article 11.2.3.8 of the Teacher Agreement. Unit members affected by Article 11.2.3.8 are referred to collectively as being “y-rated.” Incorporated by reference into the Teachers Agreement, this Side Letter is subject to Article 19 – Grievance Procedure of that Agreement.

WHEREAS, the salary schedules for the above referenced teachers were eliminated, effective July 1, 2003; and

WHEREAS, certain unit members remain “y-rated” as a result of the elimination of the pre-1986 salary schedule; and

WHEREAS, the parties wish to restore the “y-rated” unit members to the appropriate level of salary commensurate with their years of service.

THEREFORE, the parties agree as follows:

1. The parties have identified and agreed that unit members 1654, 1802, 2995, 3494, 5335, 2079, 2857, 3205, 3318, 3326, 3485, 3490 are the remaining “y-rated” members (See List of Unit Members, attached hereto as Exhibit “A”).
2. Effective July 1, 2006, the bargaining unit members identified on Exhibit “A” shall receive the step increment(s) shown on Exhibit “A”, if the unit member qualifies based on his/her years of service, and shall be eligible for salary schedule increases otherwise negotiated between the parties.
3. The District and Union agree that the employees identified on Exhibit “A” are the only employees who remain “y-rated” and the only employees who are eligible for the step movement described herein and shown on Exhibit “A”. The identification of the employee eligible for step movement under this Side Letter shall be a non-grievable issue.

18 April 2006
Date

4/18/06
Date

Dennis Kelly – signed
For UESF

Tom Ruiz – signed
For SFUSD

Non-Table Rate for the 12 Employees Affected by Contract Section 11.3.1.2

ID	Grade	Effective Date	Step	Current Annual Salary	Job Code	Step as of 7/1/05	Unfrozen 05/06 Salary	Step as of 7/1/06	06/07 Salary	Step as of 7/1/07	07/08 Salary	Step as of 07/01/08	08/09 Salary	Step as of 07/01/09	09/2010 Salary	Step as of 07/01/2010	2010/2011 Salary	Step as of 07/01/2011	2011/2012 Salary	Step as of 07/01/2012	2012/2013 Salary
1654	D8	3/20/2003	25	\$37,608.55	07114	28 E	\$38,771.00	29 E	\$38,771.00	30 E	\$38,771.00	31E	\$38,771.00	32 E	\$38,771.00	33 E	\$38,771.00	34 E	\$38,771.00	35 E	\$38,771.00
1802	D8	3/21/2003	23	\$36,439.70	07114	26 D	\$37,602.00	27 E	\$38,771.00	28 E	\$38,771.00	29 E	\$38,771.00	30 E	\$38,771.00	31 E	\$38,771.00	32 E	\$38,771.00	33 E	\$38,771.00
2995	D8	7/1/2002	24	\$37,608.70	07114	27 E	\$38,771.00	28 E	\$38,771.00	29 E	\$38,771.00	30 E	\$38,771.00	31 E	\$38,771.00	32 E	\$38,771.00	33 E	\$38,771.00	34 E	\$38,771.00
3494	D8	7/1/2002	22	\$36,439.70	07114	25 D	\$37,602.00	26 D	\$38,602.00	27 E	\$38,771.00	28 E	\$38,771.00	29 E	\$38,771.00	30 E	\$38,771.00	31 E	\$38,771.00	32 E	\$38,771.00
5335	D8	7/1/2002	23	\$36,439.98	07114	26 D	\$37,602.00	27 E	\$38,771.00	28 E	\$38,771.00	29 E	\$38,771.00	30 E	\$38,771.00	31 E	\$38,771.00	32 E	\$38,771.00	33 E	\$38,771.00
2079	D8	7/1/2002	19	\$61,722.00	0711	22 C	\$63,762.00	23 C	\$63,762.00	24 D	\$65,807.00	25 D	\$65,807.00	26 D	\$65,807.00	27 E	\$67,852.00	28 E	\$67,852.00	29 E	\$67,852.00
2857	D8	7/1/2002	24	\$65,807.00	0711	27 E	\$67,852.00	28 E	\$67,852.00	29 E	\$67,852.00	30 E	\$67,852.00	31 E	\$67,852.00	32 E	\$67,852.00	33 E	\$67,852.00	34 E	\$67,852.00
3205	D8	7/1/2002	17	\$59,677.00	0711	20 B	\$61,722.00	21 C	\$63,762.00	22 C	\$63,762.00	23 C	\$63,762.00	24 D	\$65,807.00	25 D	\$65,807.00	26 D	\$65,807.00	27 E	\$67,852.00
3318	D8	7/1/2002	19	\$61,722.00	0711	22 C	\$63,762.00	23 C	\$63,762.00	24 D	\$65,807.00	25 D	\$65,807.00	26 D	\$65,807.00	27 E	\$67,852.00	28 E	\$67,852.00	29 E	\$67,852.00
3326	D8	7/1/2002	24	\$65,807.00	0711	27 E	\$67,852.00	28 E	\$67,852.00	29 E	\$67,852.00	30 E	\$67,852.00	31 E	\$67,852.00	32 E	\$67,852.00	33 E	\$67,852.00	34 E	\$67,852.00
3485	D8	7/1/2002	19	\$61,722.00	0711	22 C	\$63,762.00	23 C	\$63,762.00	24 D	\$65,807.00	25 D	\$65,807.00	26 D	\$65,807.00	27 E	\$67,852.00	28 E	\$67,852.00	29 E	\$67,852.00
3490	D8	3/22/2003	22	\$63,761.51	0711	25 D	\$65,807.00	26 D	\$65,807.00	27 E	\$67,852.00	28 E	\$67,852.00	29 E	\$67,852.00	30 E	\$67,852.00	31 E	\$67,852.00	32 E	\$67,852.00

Incorporated by reference into the site letter agreement of April 18, 2006 "Regarding certain Child Development Program Teachers

Appendix L – Tentative Agreement for SFUSD-UESF Memorandum of Understanding on Distribution of Potential Parcel Tax Revenues

**TENTATIVE AGREEMENT FOR
SFUSD-UESF
MEMORANDUM OF UNDERSTANDING**

**Regarding the Distribution of Potential Parcel Tax Revenues
for Teacher Compensation and Other Selected Areas.**

The San Francisco Unified School District (the “District”) and the United Educators of San Francisco (“UESF” or “Union”) agree that in the event a parcel tax measure is passed on the June 3, 2008 ballot the following provisions shall be implemented through appropriate action by the Board of Education.

Additional Teacher Compensation:

The salary schedules shall be adjusted in accordance with Attachment A to take effect on a date subsequent to July 1, 2008 and as soon as administratively feasible following receipt of the parcel tax revenues from the City Controller. In no event shall the parcel tax adjusted salary schedules set forth in Attachment A take effect later than ninety (90) days after the District’s receipt of funds from the parcel tax. Effective August 1, 2008, teachers receiving additional salary credit placement for academic units shall have those units reviewed by the Human Resources Department, or District designee, for the purpose of seeing that they advance the subject area or credential of the individual. In cases of dispute the Chief Administrative Officer or designee shall make the final determination. Future negotiated salary percentage increases from reopener or full contract bargaining shall be calculated based on the schedules in effect on July 1, 2008, which shall be referred to in the collective bargaining agreement as the base salary schedules.

Continuing Education:

An additional 18 hours of continuing education supported by parcel tax revenues shall be added for each K-12 certificated bargaining unit member. These continuing education hours shall be compensated at the rate of \$40 per hour.

An additional 6 hours of continuing education supported by parcel tax revenues shall be added for each CDP teacher at a rate \$30 per hour.

Additional site-based or centralized continuing education supported by parcel tax revenues shall be compensated at the same above rate which shall also be listed in the salary schedule of the certificated contract.

The District and the Union shall consult in establishing the content and schedule for the Continuing Education process that is supported by parcel tax revenues with the goal of having continuing education decisions made at the school site and embedded into the site programs.

Paraprofessional Continuing Education:

An additional 12 hours of continuing education supported by parcel tax revenues shall be added for each paraprofessional at a rate of \$19 per hour.

Additional site-based or centralized continuing education supported by parcel tax revenues shall be compensated at the same above rate which shall also be listed in the salary schedule of the classified contract.

The District and the Union shall consult in establishing the content and schedule for the Continuing Education process that is supported by parcel tax revenues with the goal of having continuing education decisions made at the school site and embedded into the site programs.

Paraprofessional Retirement System:

The District shall contribute an additional amount to paraprofessional retirement accounts so that the total District contribution to such accounts is equivalent to the 2007-2008 employer contribution the District would otherwise pay for Social Security.

CDP Staffing Pilot Program:

The Union and the District shall support the CDP Staffing Pilot Program to regularize the staffing and increase the compensation paid to Union members working in the CDP. Upon the mutual agreement of the District and the Union, this staffing pilot Program shall be continued with the goal of making it a standard for the entire program.

Substitutes:

A total of forty (40) 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, all 160-day substitutes shall be assigned to hard-to-staff schools. On any day that no hard-to-staff 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 for that day. A new classification shall be created for these forty (40) bargaining unit members.

Master Teachers:

In the interest of providing a pathway for teacher leadership as well as support for selected school sites, the District and the Union agree to establish a Master Teacher program of up to fifty (50) teachers. Teachers designated as Master Teachers shall receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) annually and shall be provided with 0.2 FTE release time to assist other teachers at their schools or other District-designated sites. The District shall consult with the Union in establishing the criteria and selection process for the Master Teacher Program. The District and Union shall consult on the criteria and selection process as well as the evaluation of the Program.

Hard to Staff Schools:

In recognition of the additional work teachers do beyond the school day, and in the interest of providing additional pay for additional work at hard-to-staff schools, the District shall compensate each full-time certificated staff member at a hard-to-staff school an additional Two Thousand Dollars (\$2,000.00) per school year (pro rated for part-time service). This additional work shall be self-directed time spent beyond the regular work day/work week. The District will determine an appropriate method of reporting the time spent. The District, in consultation with the Union, may select up to twenty-five (25) schools to receive the hard-to-staff designation.

Provided the District allocates funds for tuition credit, teachers who serve at hard-to-staff schools while still working on their credentials may receive a tuition credit stipend of up to One Thousand Dollars (\$1,000.00) per school year for each of their first three years of service. Teachers at non-hard-to-staff school sites who are still working on their credentials may also be eligible to receive this support if sufficient funding is available.

Hard to Fill Subject Areas:

In the interest of providing a skilled and qualified certificated teacher in every classroom, beginning with the 2008-2009 school year the District shall offer teachers in each of the three District-identified hard-to-fill subject areas (and up to two other areas of special need or significance that may be identified by the Superintendent) a stipend. Such stipends shall be paid on the following basis: One Thousand Dollars (\$1,000.00) at the end of the 2008-2009 school year and each school year thereafter that the subject area is identified as hard-to-fill. If the hard-to-fill designation no longer applies to a particular subject area, there shall be a two-year period before such payments are stopped.

Support for School Site Increases in Achievement:

Beginning with the 2008-2009 school year, the twenty (20) schools that show the most improvement in their API scores, or other mutually agreed upon growth measures, shall be recognized for their efforts in increasing student achievement with a school site block grant of Thirty Thousand Dollars (\$30,000.00). Distribution of the money in the block grant shall be subject to a recommendation vote by the entire school site staff, but shall be determined by the school site council. The District and the Union shall consult on the designation of the twenty (20) schools.

Teacher Support and Accountability:

- A. The District will use parcel tax revenues to increase the number of Peer Assistance and Review (PAR) coaches by no more than five. If five additional coaches are not needed, then the additional money will be redirected to certificated salaries covered by this parcel tax MOU.
- B. Recommendations to the Labor/Management Evaluation Committee that is charged with developing a new evaluation procedure for certificated personnel shall also include recommendations for changes in the PAR program. The District and the Union shall direct their appointees to the Labor/Management Evaluation Committee charged with these responsibilities to report to the Superintendent and to the President of the Union no later than One Hundred Twenty (120) working days following the passage of the parcel tax.

C. The following changes will be made to the PAR program:

1. Teachers who receive a “needs improvement” rating for two consecutive semesters shall be eligible to be referred to the PAR program, and shall be admitted by the mutual agreement of the Co-Chairs. If the PAR Panel Co-Chairs fail to agree, the individual’s participation in PAR shall be appealed by the Co-Chairs to the Superintendent for final determination.
2. A teacher who has exited the PAR program and subsequently receives an unsatisfactory notice may subsequently be moved to dismissal by the district in accordance with due process as provided in the Education Code. The PAR panel findings shall also be admissible in any dismissal proceedings.
3. The following essential standards are linked to the California Standards for the Teaching Profession and shall be required for teachers to demonstrate proficiency:

CSTP Essential Standards

- i. 3.2 Organize curriculum to support student understanding of subject matter based on *Content and Performance Standards and Core Curriculum*.
 - ii. 1.4 Engage students in problem solving, critical thinking and other activities that make subject matter meaningful.
 - iii. 2.4 Establish and maintain standards for student behavior.
 - iv. 2.5 Implement classroom procedures and routines that support student learning.
 - v. 5.4 Use results of assessment to guide instruction.
 - vi. 4.1 Design long-term and individual lesson plans to foster and support student learning.
 - vii. 5.5 Communicate with students and families about progress.
4. The PAR program shall be expanded to encourage additional voluntary participation based on self-reflection by teachers with Satisfactory or equivalent ratings who seek to improve their already satisfactory performance. Such self-referral shall not be subject to the PAR evaluation process.
 5. No other changes to Article 41 of the certificated contract are implied or intended.

Savings Clause:

If revenues exceed or fall below this expenditure model, the District and the Union shall meet to negotiate the use of that proportion of the revenue that has been assigned to the UESF certificated and classified units in this spending plan.

In the event that the parcel tax expires without being renewed by the voters, the salary schedules shall revert to those in effect on July 1, 2008, plus subsequent negotiated salary increases. All other economic incentives and other expenditures that use parcel tax revenues shall cease to exist effective June 30th of the year in which the parcel tax expires and is not renewed.

In the event that the parcel tax fails to pass by the necessary majority and go into effect, the provisions of this MOU shall be null and void.

For the District

Tom Ruiz 1/25/08
Debra D. H. 1/25/08
Dante Celoria 1/25/08

For the Union

Donna Kelly 25 Jan 2008
Linda Placke 1/25/08
Carole Sandoz 1/25/08
Ann Seale 1/25/08
Ken Fry 1/25/08

Prop A PAR Implementation

1. For 2008-2009,
 - a. Continue the PAR program using the existing essential criteria with “meets standards/basic” required for exit.
 - b. Direct the coaches to closely monitor both the six existing criteria and the seven “proficient” criteria to see how far those in the PAR program would have reached had they been required to meet the “proficient” criteria in the seven identified areas.
 - c. The Superintendent and the Union President shall mutually evaluate the monitoring by the coaches based on the previous year’s evaluation.

2. For 2009-2010,
 - a. Based on evaluation of the coaches’ reports on the likelihood of attainment of “proficient” criteria by PAR participants, the Superintendent shall in consultation with the President of UESF decide on one of the following courses of action:
 - i. Implement PAR with the seven “proficient” standards for successfully exiting the program
 - ii. Extend the monitoring for another year
 - iii. Continue the PAR program as it existed in 2007-2008
 - iv. Blend the essential elements to achieve an agreed upon number of “meets standards/basic” and “proficient” standards needed to successfully exit PAR
 - v. Another mutually acceptable plan of action.
 - b. The superintendent and the union president shall mutually evaluate the success of the PAR program’s course of action.
 - c. The course of action shall be mutually committed to the contract between the union and the district covering certificated employees via a side letter or other memorandum of understanding.

3. For 2010-2011 and thereafter,
 - a. The superintendent and union president shall review and evaluate the PAR program each year that either party requests the review.

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

**MEMORANDUM OF UNDERSTANDING REGARDING EXPENDITURE
OF PROPOSITION A UNALLOCATED REVENUES
PURSUANT TO THE MOU ATTACHED AS APPENDIX M
OF THE 2007-2010 CONTRACT BETWEEN THE PARTIES**

June 1, 2009

The following Memorandum of Understanding (“MOU”) is the result of negotiations between the Union and the District pursuant to the Savings Clause of Appendix L of the 2007-2010 contract between the parties.

1. Effective July 1, 2009, expenditure of unallocated ongoing funds attributable to the 2009-2010 school year shall be implemented as follows:
 - a. Professional development for paraprofessionals shall be increased from twelve (12) to eighteen (18) hours annually.
 - b. Professional development for Child Development Program teachers shall be increased from six (6) to eighteen (18) hours annually.
 - c. Paraprofessionals shall receive a \$250 flat salary allocation annually, to be paid in the last pay warrant in November.
 - d. Child Development Program teachers shall receive a \$500 flat salary allocation annually, to be paid in the last pay warrant in November.
 - e. Substitute employees shall be eligible to receive one of the following bonuses each semester:
 - i. \$200 for teaching at least sixty (60) days per semester.
 - ii. \$400 for teaching at least fifty (50) days per semester in a hard to staff school.
 - iii. Substitutes are eligible to receive only one of the foregoing bonuses each semester, that being whichever is greater. The maximum annual bonus shall be \$800 if the substitute satisfies the minimum teaching requirement in section (ii), above for both semesters. A substitute may also qualify for the bonus in section (i) for the first semester and the bonus for section (ii) in the second semester, or vice-a-versa.
 - iv. Bonuses will be paid in the pay warrant following the end of each semester.
2. Professional Development for Teachers (formerly “Staff Development Buyback Day Program”): Effective July 1, 2009, expenditure of one-time carryover funds attributable to the 2008-2009 school year shall be implemented as follows:
 - a. One-time carryover funds attributable to the 2008-2009 school year shall be allocated in a dollar amount equal to the twenty percent (20%) reduction in funding for the three professional development days effective with the 2009-2010 school year.
 - b. The foregoing amount is estimated to be \$725,201 at the time of this MOU. The actual expenditure of Proposition A funds under this section shall, however, be increased or decreased appropriately according to whether there are additional cuts or increases in

categorical funding that impact the revenue normally dedicated to the three professional development days.

- c. The provisions set forth in sections 2(a) and (b) above shall apply in the same manner to the 2010-2011 school year (i.e., an additional allocation of one-time carryover funds attributable to 2008-2009 Proposition A revenue to offset the reduction in funding for the three professional development days).
 - d. Following expenditure of the funds set forth in sections 2(a), (b) and (c) above, the balance of one-time carryover funds attributable to the 2008-2009 school year Proposition A revenue will remain as a reserve to offset the future cost of the professional development days to whatever degree they are not fully funded by the state until such time as the carryover funds are fully expended, or the parties reach agreement to fully fund such days with an ongoing revenue stream, or June 30, 2013, whichever occurs first.
3. In addition to the foregoing, the parties agree that, commencing with the 2009-2010 school year, a dollar amount equal to one-half of the annual shortfall in state funding for the three professional development days, as described above, shall be allocated on an annual basis from unallocated ongoing funds attributable to the 2009-2010 and/or subsequent school years through and including June 30, 2013.
- a. The foregoing amount is estimated to be \$362,601 at the time of this MOU. The actual allocation of Proposition A funds under this section shall, however, be increased or decreased appropriately according to whether there are additional cuts or increases in categorical funding that impact the revenue normally dedicated to the three professional development days.
 - b. The allocation equal to the foregoing amount (one-half of the annual shortfall in state funding) shall be made annually inasmuch as the source of such is ongoing revenue attributable to the 2009-2010 and/or subsequent school years through and including June 30, 2013.
 - c. The reserve set forth in section 2(a) through (d) above is to be used to offset any shortfall in funding for the three professional development days that may remain after applying the allocation set forth in section 3(a) and (b) above until such time as the reserve funds set forth in section 2 are fully expended, or the parties reach agreement to fully fund such days with an ongoing revenue stream, or June 30, 2013, whichever occurs first.
4. The parties agree that the intended use of the one-time and ongoing funds set forth in sections 2 through 3 above is to maintain the three professional development days (and corresponding salary) as part of the 184 day teacher workyear, notwithstanding the elimination of the Buyback Day Program, the reduction in categorical funding that currently supports these days, and the prospective removal of limitations on the use of such categorical funding. The parties therefore agree it is in their mutual interest to negotiate prior to June 30, 2013 an agreement to establish and maintain an ongoing revenue stream to fully fund such days.
5. Notwithstanding any prior tentative agreements between the parties, negotiations over any remaining and unallocated ongoing funds attributable to the 2009-2010 school year shall commence on or about October 15, 2009.

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

MEMORANDUM OF UNDERSTANDING REGARDING EXPENDITURE
OF PROPOSITION A UNALLOCATED REVENUES
PURSUANT TO THE MOU ATTACHED AS
APPENDICES L (CERTIFICATED) AND I (CLASSIFIED)
OF THE 2007-2010 CONTRACTS BETWEEN THE PARTIES

**Language Reflecting Spreadsheet Tentative Agreement and
Memorandum of Understanding Signed by the Parties on January 27, 2010**

January 27, 2010

The following Memorandum of Understanding (“MOU”) is the result of negotiations between the District and the Union pursuant to the Savings Clause of Appendices L (certificated) and I (classified) of the 2007-2010 negotiated Contracts between the parties.

This MOU contains agreed upon language to reflect and conform to the “spreadsheet” TA/MOU on Proposition A signed by the parties on January 27, 2010. That document is attached hereto and incorporated herein; therefore these two TAs/MOUs comprise the complete agreement between the parties regarding expenditure of Proposition A funds attributable to the 2010-2011 school year.

2009-2010 One-Time Only Early Retirement Incentive

1. For the 2009-2010 school year only, unit members in the following classifications shall be eligible for a one-time only early retirement incentive stipend in the amounts and subject to the requirements set forth below.
2. The first two hundred (200) certificated unit members serving in K-12 or CDP positions shall receive an incentive stipend of \$4300. This amount includes the incentive contained in section 24.4 of the Contract (certificated).
3. The first one hundred (100) paraprofessional unit members serving in the K-12 or CDP program shall receive an incentive stipend of \$1000.
4. In order to receive the incentive stipend, otherwise eligible unit members must notify the District’s Human Resources Department in writing no later than 5:00 p.m. March 1, 2010 of his or her plan to retire effective June 30, 2010.
5. The incentive stipend shall be paid on July 1, 2010.

Health Insurance – Dependent Medical Coverage: The following language modifies sections 12.1.1 (certificated) and 13.12.1 (classified) of the Contracts to reflect a \$10 per month increase in dependent medical coverage for the 2010-2011 school year and an additional increase of \$13.72 per month for the 2011-2012 school year (for a total \$23.72 increase over two years):

Effective July 1, 2010, 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 \$210/month for employee plus one dependent; up to \$260/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.

Effective July 1, 2011, 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/month for employee plus one dependent; up to \$273.72/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.

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

MEMORANDUM of UNDERSTANDING REGARDING EXPENDITURE OF PROPOSITION A UNALLOCATED REVENUES PURSUANT TO THE MOU
ATTACHED AS APPENDIX M OF THE 2007-2010 CONTRACT BETWEEN THE PARTIES

January 27, 2010

The following Memorandum of Understanding ("MOU") is the result of negotiations between the Union and the District pursuant to the Savings Clause of Appendix L of the 2007-2010 contract between the parties.

Gross Revenue	\$	33,121,080.00
Admin Fee (Treasurer's Office)	\$	(209,000.00)
Expected Delinquent Payments	\$	(500,000.00)
Actual Gross Revenue	\$	32,412,080.00
Indirect Cost (3.71% SFUSD)	\$	(1,190,583.50)
Election Costs	\$	(250,000.00)
Net Revenue	\$	30,971,496.50
08-09 Net	\$	29,744,938.00
Increase	\$	1,226,558.50
Negotiable Portion (71.3%)	\$	874,536.21
PD Day	\$	(362,601.00)
Remaining Negotiable Portion (i.e. ongoing funds)	\$	511,935.21
Whole School Incentive*	\$	600,000.00
FY 2009-2010 funds available*	\$	1,111,935.21
FY 2009-2010 Proposed Expenditures	\$	1,115,860.00
<i>Early Retirement Incentive</i>		<i>Total Cost</i>
First 200 K-12/CDP**	\$	4,300.00
First 100 Para (K-12 & CDP)	\$	1,000.00
Cost of \$10 per member health dependent in 2010-2011	\$	215,860
Surplus (Deficit) for 2009-2010		(\$3,925)
FY 2010-2011 funds available (ongoing)	\$	511,935
FY 2010-2011 Proposed Expenditures	\$	511,935
Cost of \$23.72 per member health dependent in 2011-2012 (cumulative with amount added in 2010-2011)	\$	511,935
Surplus (Deficit) for 2010-2011		\$0

*Note that the \$600,000 from the Whole School Incentive is one-time and will not occur in 2010-2011.

**This amount includes the \$600 contractual retirement incentive.

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 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.

Savings Item	Description	Description	
Ongoing Funds (all totals are two year totals except where noted below)			
Tuition Credit reimbursement	Temporary suspension of tuition reimbursement funds from Prop A; some funds may be expended for special education credentialing as noted in this agreement		\$ 231,540
Master Teacher Program	Temporary reduction of the Master Teacher Program by half		\$ 1,042,188
School wide awards	Temporary reduction of the School-wide awards by half		\$ 600,000
Hard to fill subject areas	Temporary reduction of the stipends for teachers working in hard to fill subjects by half		\$ 1,547,000
Retention Bonuses	Temporary reduction of the stipends for teachers after their 4th and 8th years of teaching by half		\$ 479,000
18 hours teacher Prop A PD	Temporary shift of 18 hours of professional development for certificated unit members to maintain 3 staff development days		\$ 5,286,384
9 hours para Prop A PD	Temporary shift of 9 hours of professional development for classified unit members		\$ 653,430
Certificated & Paraprofessional Furloughs	4 days of furloughs in the 2010-11 school year and 4 days of furloughs in the 2011-12 school year		\$ 14,000,000
Sabbatical Leaves	Suspension of sabbatical leaves for the 2010-11 school year and reduction of sabbatical leaves to no more than 20 participants in the 2011-12 school year		\$ 3,000,000
Paraprofessional staffing	\$700,000 of sabbatical leave funding will be used to restore reductions to centrally funded paraprofessional positions		\$ (700,000)
One Time Funds			
Unspent retirement incentives	Unspent Prop A funds set aside in 2009-10 for retirement incentives		\$ 411,200
Unspent Prop A	Unspent Prop A allocation for all teacher compensation areas from the 2009-2010, 2010-2011, and 2011-2012 school years to reduce district deficit -- not yet identified	Est.	\$ 2,000,000
Future Prop A Growth	Prop A growth through COLA for 2010-2011 and 2011-2012 and increased parcels (up to but not exceeding a total of \$30,000,000 in accumulated savings -- not yet identified)	Est.	\$ 1,449,258
Subtotal		Approx.	\$ 30,000,000
Semester One of Prop A (available funds)	Prop A teacher compensation funds from fall semester 2008-09		\$ 9,072,616
Total		Approx.	\$ 39,072,616

Appendix M: Stipends

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

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

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