

STATUS OF BARGAINING PROPOSALS AS OF AUGUST 14, 2017

Certificated Articles

ARTICLE	UESF PROPOSAL	SFUSD PROPOSAL
5 Union Rights	Written notice to Union required if member wants to stop paying dues.	District rejected proposal.
7 Work Day and Year	<p>Processes, procedures, and schedules for elementary school itinerant VAPA and PE teachers, and teacher librarians.</p> <p>UESF had not accepted SFUSD proposal to increase work year to 186 (193 for psychologists and SLPs) days for certificated members.</p> <p>Creation of UESF/SFUSD committee to investigate District-wide expansion of early release/late start schedule for increased planning time, with parent/guardian feedback.</p> <p>6 hours of site-based meetings to include planning time for special and general</p>	<p>Proposals SFUSD has accepted these UESF proposals: for itinerant teachers, provision of storage space, workplace for prepping, computer access, and keys, as well as adequate transition time between classes and consideration of students' developmental needs. [Some of this also applies to teacher librarians.]</p> <p>Work year to remain at 184/191 days. (SFUSD has withdrawn its proposal to increase work year by an addition of 2 PD days, to be funded through QTEA funds currently used for 18 hours of PD.)</p> <p>SFUSD has agreed to most of UESF's language on early release/late start committee. There are a few differences between the parties.</p> <p>SFUSD rejected this proposal.</p>

	<p>education teachers; and for non-classroom teachers, support staff, paraeducators, teacher librarians, itinerant teachers.</p> <p>Clarification of who provides instruction during relief time.</p> <p>“Fade-out” plan for classroom teachers staying with their classes during instruction from teacher librarians and itinerant teachers.</p> <p>Teachers shall not be required to administer assessments other than those required by law, except by mutual agreement of UESF and SFUSD.</p> <p>UESF will respond.</p>	<p>SFUSD accepted clarification.</p> <p>SFUSD rejected proposal.</p> <p>SFUSD rejected proposal.</p> <p>Elimination of AP preps.</p>
9 Class Size		SFUSD sunshined Art. 9, but decided not to make any proposals.
10 Leaves	<p>12 weeks of child bonding leave through use of sick leave and extended sick leave. Member shall receive not less than \$150/day while on this leave.</p> <p>12 weeks of unpaid FMLA leave for care of new baby, newly adopted child, newly-placed foster child. If both parents are SFUSD employees, each is entitled to 12</p>	<p>12 weeks of child bonding leave through use of sick leave and extended sick leave. Member shall receive not less than \$150/day while on this leave.</p> <p>12 weeks of unpaid FMLA leave for care of new baby, newly adopted child, newly-placed foster child. If both parents are SFUSD employees, the District is not</p>

	<p>weeks.</p> <p>UESF rejected elimination of sabbaticals for 2018-19 and 2019-20.</p> <p>While using extended sick leave for pregnancy disability leave, a member shall not receive less than \$150/day.</p> <p>Replacement of bereavement leave for 2nd degree relatives with “any person to whom the unit member may be reasonably deemed to owe respect.” Clarification of use of travel time for bereavement leave.</p> <p>UESF rejected.</p> <p>UESF agreed.</p> <p>Catastrophic sick leave bank: UESF will be presenting a proposal soon.</p>	<p>required to grant a total of more than 18 weeks combined, or 12 weeks for 1 parent.</p> <p>No sabbaticals for 2018-19 and 2019-20.</p> <p>SFUSD agreed.</p> <p>SFUSD agreed.</p> <p>Elimination of member’s right to revoke an offer of resignation within 3 work days of filing it.</p> <p>Elimination of separate contract section for leaves for temporary, categorical, and emergency teachers.</p>
11 Pay	2017-18: 5%; 2018-19: 5%; 2019-20: 6% If total unrestricted general fund revenues for 2017-18 school year, as	2017-18: 3%; 2018-19: 4%; 2019-20: 3%. If funds projected for 2018-19 school year in the 2018-19 2 nd Interim Budget Report

	<p>stated in 2017-18 Unaudited Actual Report, exceed \$562,500,549, the parties shall reopen negotiations over a compensation increase.</p> <p>If total unrestricted general fund revenues for 2018-19 school year, as stated in 2018-19 Unaudited Actual Report, exceed \$574,936,145, the parties shall reopen negotiations over a compensation increase.</p>	<p>exceed or fall below projected revenues stated in 2018-19 Adopted Budget, the parties shall meet and confer to adjust 2019-20 salaries if both parties agree that either sufficient or insufficient funds are available.</p>
12 Fringe Benefits	<p>For employee + 1, SFUSD pays up to \$323.72/month, a \$100/month increase. For family, SFUSD pays up to \$498.72/month, a \$225/month increase.</p>	<p>For employee + 1, SFUSD pays up to \$273.72/month, a \$50/month increase. For family, SFUSD pays up to \$373.72/month, a \$100/month increase.</p>
14 Health and Safety	<p>Members shall be provided with secure space to store personal belongings.</p> <p>SFUSD ID badges for all members.</p> <p>Reports of attack, assault, physical threat to include by any individual, not just by pupils.</p> <p>Upon mutual agreement by UESF and SFUSD, other city agencies, <u>parents, students, and community members</u> may be invited to participate in Labor/Management Health and Safety Committee (LMHSC).</p>	<p>SFUSD rejected proposal.</p> <p>SFUSD rejected proposal.</p> <p>SFUSD accepted proposal.</p> <p>SFUSD accepted UESF proposal to add parents, students and community members, and added "upon mutual agreement." UESF agreed to this addition.</p>

	<p>LMHSC shall also address implementation of Safe and Supportive Schools Policy regarding timing of implementation and implications for staffing and support to schools.</p>	<p>SFUSD accepted LMHSC focus on Safe and Supportive Schools Policy, but deleted list of all other issues LMHSC currently addresses.</p>
15 Staffing	<p>UESF will respond.</p>	<p>Effective for 2018-19 school year, the superintendent may designate 25 “Early Priority Schools,” currently known as hard-to-staff schools. Superintendent may designate up to 15 of them as “High Potential Schools.” Designation of “hard-to-fill subjects” will remain. See section on QTEA, below, for more on this proposal.</p>
18 PD	<p>All SFUSD workshops and trainings shall be open to all members, including substitutes.</p> <p>Site-based workshops or trainings requested pursuant to section 18.2 shall be facilitated by qualified and willing members at the site. If no one is available at the site, training may be facilitated by members from other sites. If no member is available, facilitators who are not members may facilitate.</p> <p>To extent possible, members participate in planning and development of PD. Priority for PD: schoolwide, classwide,</p>	<p>SFUSD rejected. Maintain current language: available to substitutes if there is space.</p> <p>SFUSD rejected.</p> <p>SFUSD rejected.</p>

	<p>and individual student behavior plans; restorative practices; special education inclusive practices; trauma-informed practices; PBIS.</p> <p>UESF maintained current language.</p> <p>UESF has verified that this is true for TK-12 grade teachers. EED requirements still exist, but SFUSD doesn't want it in contract.</p> <p>UESF will respond.</p>	<p>SFUSD deleted current language re: joint UESF/SFUSD development of formula for allocating release time to attend trainings in an equitable manner.</p> <p>SFUSD deleted section re: professional growth, saying requirement is no longer in place.</p> <p>SFUSD deleted section on Career in Teaching Committee, saying it does not exist.</p>
<p>21 Student Discipline</p>	<p>Teachers and schools shall have access to support from Pupil Services on equitable basis. Schools with demonstrated, documented need for support from coaches, behavior analysts, and other Pupil Services providers shall be provided with support in timely way, but no later than 10 days from date of request. Each school shall have a schoolwide student behavior plan that is adopted and implemented. SFUSD shall provide</p>	<p>SFUSD rejected proposal.</p>

	<p>exemplars and templates of best practices. Site administrator, in consultation with a School Behavior Team of classroom teachers, para-educator, Student Support Services member, shall be responsible for monitoring and implementation of plan.</p> <p>Assistant Superintendent or Superintendent's designee and UESF president or designee shall work with school sites to identify available in-school and out-of-school supports for African American students [or any sub-group most disproportionately affected] recommended for suspension. [Citation: Safe and Supportive Schools Policy, except for "UESF president or designee."]</p> <p>Pilot project for creation of alternative learning space [ALS] at 5 elementary schools to address needs of students who need a respite from their regular classroom for part or all of the day. Re-entry conference and an intervention plan following 2 or more days in ALS. UESF and SFUSD will review the effectiveness of the pilot. Any student suspended from class by a teacher shall receive a reentry conference and intervention plan. As</p>	
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	<p>soon as possible, a meeting shall be scheduled between the teacher and the student’s parent or guardian.</p> <p>Current language gives teachers the right to prompt assistance from administration when student becomes a disruption in the classroom and/or threatens safety of teacher or others. Proposed language gives teachers recourse if they are dissatisfied with the assistance received, or lack thereof.</p> <p>Reentry conference and intervention plan, developed with student, parent(s)/guardian(s), site administrator, and appropriate site staff, following a student suspension from school. Proposed language includes details of process. Unavailability of parent or guardian shall not prevent student’s return to school, the conference, or development of the intervention plan.</p>	
26 Substitutes	<p>One day of paid in-service training currently in contract shall be delivered within 20 days of first day of work, and not just on the first regular staff development day of the school year. Extension of retiree health benefits for core subs from June 2017 to June 2020.</p>	<p>In-service shall be offered 2x/year, once within 20 days after start of school, and once within 20 days after start of spring semester.</p> <p>SFUSD rejected.</p>

	UESF will respond.	<p>Substitutes no longer expected to complete 12 assignments per semester to maintain active status; simplified to 36 assignments/year. Deleted language about requirements not applying to classified members who serve as substitute teachers in EED.</p> <p>Substitutes who arrive fewer than 60 minutes before the start of the full-day assignment will be paid at half-day rate.</p> <p>Substitutes may not cancel out of an assignment fewer than 12 hours in advance. Doing so 3 times will result in deactivation. Substitute must submit letter requesting reactivation, citing reasons for cancellations.</p> <p>“Hard-to-staff” replaced with “Early Priority” schools.</p> <p>Amendment to Appendix F: 40 substitutes shall be paid at a differential daily rate through QTEA for working at hard-to-staff (“Early Priority”) schools. Language re: benefits for 160-day substitutes deleted. Differential = \$10/day for TK-12 grade, and \$1.43/day for EED.</p>
29 Special Education	Change from “It is the intent of SFUSD to	SFUSD agreed.

	<p>continue seeking the assistance and cooperation of the Union to meet...needs of... students,” to “It is the intent of SFUSD and UESF to continue working together...”</p> <p>Updated list of areas that joint Special Education advisory, planning and review process will include.</p> <p>Add “and other service providers” to provision providing released time to attend IEP/IFSP meetings held during instructional time. Members won’t be required to provide compensatory minutes that would have been delivered during this released time.</p> <p>UESF rejected.</p> <p>Training for special <i>and</i> general education educators required for successful implementation of inclusive practices.</p> <p>Special Education Dept., Curriculum and Assessment, Students Families and Community Support Dept., and UESF shall</p>	<p>SFUSD agreed with all UESF proposals but addition of “Staffing and Workload.”</p> <p>Accepted addition of “other service providers.” Rejected not being required to provide compensatory minutes.</p> <p>Special Education teachers and related service providers shall adhere to mandated timelines within the IEP process and record services delivered on special education information system.</p> <p>SFUSD accepted.</p> <p>Special Education Dept. in partnership with Curriculum and Assessment and Students Families and Community Support Dept., shall consult with UESF to</p>
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	<p>consult to develop SpEd PD.</p> <p>Centralized SpEd staff shall be accessible for assistance upon request.</p> <p>29.8.3 Success of inclusive practices includes time allotted within the work day for review of IEP/IFSP documents, and provision for appropriate staffing.</p> <p>Meetings of the Inclusion Support Team shall be scheduled on an as-needed basis during members' regular work day, but in no case on more than 1 day/month.</p> <p>Inclusion Support Team may seek input from parents or guardians.</p> <p>School faculty and staff shall receive notification of intended placement of new SpEd classrooms and research-based programs, such as SOAR.</p> <p>29.9.3 For Resource Specialists Program, caseload review and monitoring shall also include workload histories, and actual growth in caseload and workload during the school year.</p>	<p>develop SpEd PD.</p> <p>Centralized SpEd staff shall be accessible for <i>technical</i> assistance upon request.</p> <p>"time allotted within the work day or mutually agreed to time..."</p> <p>SFUSD rejected "appropriate staffing."</p> <p>SFUSD rejected.</p> <p>Inclusion Support Team may seek input from parents or guardians utilizing the Quality Standards for Inclusive Schools in the Balanced Scorecard.</p> <p>SFUSD rejected.</p> <p>SFUSD rejected.</p>
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	<p>Blended caseload and workload proposal, taking into account the number of classes a Resource Specialists Program teacher teaches, and the number of students on the teacher's caseload. [The more classes taught or co-taught, the fewer students on a teacher's caseload.]</p> <p>SFUSD shall provide substitutes for absent teachers and paraeducators.</p> <p>All schools identified as Tier 2 and 3 shall have a minimum of 1 FT RSP teacher. Tier 3 schools redesignated to lower tier shall have minimum of 1 FT RSP for 2 more years. Tier 2 schools redesignated to Tier 1 shall have minimum of 1 FT RSP for 1 more year.</p> <p>Add paraeducators to joint SpEd Committee, reflecting current practice.</p> <p>Parties agree that initial discussion of site level concerns should occur at the site.</p> <p>UESF rejected.</p>	<p>SFUSD rejected.</p> <p>Status quo language: shall make every reasonable effort to provide substitutes.</p> <p>SFUSD rejected. Proposed exploring alternative school tiering system based on SpEd needs. (Also, see below, Appendix G.)</p> <p>Replace "teachers" with "staff" in language about SpEd Committee.</p> <p>Subjects brought to SpEd Committee shall be of District-wide concern, or site concerns that have not been resolved at the site. It is not the intent of the parties to bypass site communication.</p> <p>Unit members who volunteer and are qualified or trained, in addition to public health nurses, shall give medication to students, or supervise the taking of</p>
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	<p>Appendix G: SpEd Committee to explore feasibility of case coordinator position. Proposal includes examples of duties.</p> <p>UESF will respond.</p>	<p>medication by students, or perform medical procedures.</p> <p>SFUSD agreed, but proposal doesn't include example of duties.</p> <p>Appendix G: Explore alternative school tiering system based on SpEd needs.</p>
41 Duration	3 years	3 years
QTEA/Parcel Tax MOU	UESF will respond.	<p>Instead of teachers at up to 25 HTS schools receiving \$2000/year, teachers at up to 15 High Priority Schools shall receive \$5000/year.</p> <p>Teachers at High Potential Schools may receive up to \$1000/year for their 1st 3 years in tuition credit while working on their credentials. If sufficient funding is available, teachers at non-High Potential Schools may receive this support too.</p>

Notes:

SFUSD's compensation proposal is a package, and includes salary and fringe benefits. SFUSD's initial package proposal included adding 2 days to the work year for PD, but that proposal has been rescinded.

UESF's certificated compensation proposal is a package, and includes salary and fringe benefits.

Classified Articles

3 Union Rights	Written notice to Union required if	District rejected proposal.
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	member wants to stop paying dues.	
9 Hours of Work and Work Year	UESF will respond.	SFUSD has withdrawn its proposal to increase work year from 180 to 182 days by an addition of 2 PD days, to be funded through QTEA funds currently used for 18 hours of PD.
	UESF will respond.	Deletion of current 9.2.3: The District and Union shall examine the possibility of adding one (1) additional day of service for staff development buy-back activities, pursuant to current legislation, without a corresponding increase in compensation.
	Make 1 hour of planning time for para and classroom teacher mandatory. ("shall," not "may.")	SFUSD rejected via their compensation package proposal.
	Starting in 2018-19 school year, increase work year by including 2 PD days, to occur before the start of the instructional year. Members shall be paid at their hourly rate for 7 hours/day for each PD day.	SFUSD rejected via their compensation package proposal.
10 Vacations and Holidays	Members are entitled to take 4 floating holidays.	SFUSD rejected.
	Prior approval for use of floating holidays is required only if use is being requested on a student attendance day.	SFUSD rejected.
11 Leaves	In addition to child bonding leave, an unpaid leave of absence shall be granted	SFUSD agreed.

	<p>for the birth or adoption of a <i>child</i> (not just an infant child).</p> <p>Child-bonding leave commences after pregnancy disability leave.</p> <p>Child-bonding leave must be completed within 1 year of completion of pregnancy disability leave.</p> <p>Removed requirement for 2 months of prior notice of anticipated pregnancy leave. Replaced with 30 days' notice, if the need for leave is foreseeable.</p> <p>Deleted requirement for doctor's written statement establishing date of anticipated delivery of newborn and probable duration of leave.</p> <p>Deleted inclusion of pregnancy disability time period in calculation of 6 months of unpaid child-rearing leave.</p> <p>Deletion of requirement for 60 days advance notice for request for leave of absence without pay at a period prior to onset of disability related to birth or following end of disability period after delivery.</p> <p>Pursuant to law, 12 weeks of child-</p>	<p>SFUSD agreed.</p> <p>Child bonding leave must be completed within 1 year of the birth of the child.</p> <p>SFUSD rejected.</p> <p>SFUSD accepted.</p> <p>SFUSD maintained requirement for 60-day notice.</p> <p>Pursuant to law, 12 weeks of child-</p>
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	<p>bonding leave can be taken non-consecutively.</p> <p>UESF accepted.</p> <p>UESF rejected.</p> <p>12 weeks of unpaid FMLA leave for care of new baby, newly adopted child, newly-placed foster child. If both parents are SFUSD employees, each is entitled to 12 weeks.</p> <p>Replacement of bereavement leave for 2nd degree relatives with “any person to whom the unit member may be reasonably deemed to owe respect.” Clarification of use of travel time for bereavement leave.</p> <p>Use of personal necessity leave for death of a family member “or any other person” as newly defined under bereavement leave.</p> <p>FMLA and CFRA leave of absence</p>	<p>bonding leave can be taken non-consecutively.</p> <p>Minimum duration of leave: 2 weeks.</p> <p>30 days prior notice of intent to take child-bonding leave required if need for leave is foreseeable; otherwise, as soon as practicable.</p> <p>12 weeks of unpaid FMLA leave for care of new baby, newly adopted child, newly-placed foster child. If both parents are SFUSD employees, the District is not required to grant a total of more than 18 weeks combined, or 12 weeks for 1 parent.</p> <p>SFUSD accepted.</p> <p>SFUSD accepted.</p>
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	<p>requirement for eligibility: 1 year and at least 979 hours of service. Leave is unpaid unless member uses pregnancy disability or elects to exhaust earned and accumulated sick leave.</p> <p>Catastrophic sick leave bank: UESF will be presenting a proposal soon.</p>	<p>FMLA and CFRA unpaid leave of absence requirement for eligibility: 1 year and at least 1,250 hours of service. Leave is unpaid unless member uses pregnancy disability or elects exhaust earned and accumulated sick leave.</p>
<p>13 Pay and Allowances and Fringe</p>	<p>2017-18: 5%; 2018-19: 5%; 2019-20: 6%</p> <p>If total unrestricted general fund revenues for 2017-18 school year, as stated in 2017-18 Unaudited Actual Report, exceed \$562,500,549, the parties shall reopen negotiations over a compensation increase.</p> <p>If total unrestricted general fund revenues for 2018-19 school year, as stated in 2018-19 Unaudited Actual Report, exceed \$574,936,145, the parties shall reopen negotiations over a compensation increase.</p> <p>Add Career Increment B to salary schedule at 11 years of service for C10s and 10 years of service for all others (step 8 for C10s and Step 7 for all other paras), 5% above previous step.</p>	<p>2017-18: 3%; 2018-19: 4%; 2019-20: 3%.</p> <p>If funds projected for 2018-19 school year in the 2018-19 2nd Interim Budget Report exceed or fall below projected revenues stated in 2018-19 Adopted Budget, the parties shall meet and confer to adjust 2019-20 salaries if both parties agree that either sufficient or insufficient funds are available.</p> <p>SFUSD rejected.</p> <p>SFUSD rejected.</p>

	<p>C10s paras shall be paid according to schedule 935 (the same as A01s).</p> <p>Increase longevity pay from \$0.30 to \$1.00/hour.</p> <p>For employee + 1, SFUSD pays up to \$323.72/month, a \$100/month increase. For family, SFUSD pays up to \$498.72/month, a \$225/month increase.</p>	<p>SFUSD rejected, and countered with proposal for a committee to explore the feasibility of converting C10 classification to A01 classification.</p> <p>SFUSD rejected.</p> <p>For employee + 1, SFUSD pays up to \$273.72/month, a \$50/month increase. For family, SFUSD pays up to \$373.72/month, a \$100/month increase.</p>
<p>15 Health and Safety</p>	<p>Members shall be provided with secure space to store personal belongings.</p> <p>SFUSD ID badges for all members.</p> <p>Reports of attack, assault, physical threat include by any individual, not just by pupils.</p> <p>Upon mutual agreement by UESF and SFUSD, other city agencies, <u>parents, students, and community members</u> may be invited to participate in Labor/Management Health and Safety Committee (LMHSC).</p> <p>Add list of issues for the LMHSC that is in</p>	<p>SFUSD rejected.</p> <p>SFUSD rejected.</p> <p>SFUSD accepted proposal.</p> <p>SFUSD accepted UESF proposal to add parents, students and community members, and added “upon mutual agreement.” UESF agreed to addition.</p> <p>SFUSD owes a response.</p>

	<p>the certificated contract to the classified contract.</p> <p>LMHSC shall also address implementation of Safe and Supportive Schools Policy regarding timing of implementation and implications for staffing and support to schools.</p>	<p>SFUSD accepted LMHSC focus on Safe and Supportive Schools Policy, but owes a response regarding listing of all other issues LMHSC currently addresses, which SFUSD deleted in certificated proposal.</p>
17 Professionalization	<p>Deletion of “Under the auspices of the Living Contract Committee.”</p> <p>Addition of “credentialing” so that the joint committee will make recommendations regarding certification <i>and</i> credentialing pathways.</p> <p>If there are recommendations regarding compensation, they shall be subject to negotiations, but negotiations don’t have to wait until contract negotiations.</p> <p>Either party can request that UESF and SFUSD investigate the establishment of an Apprenticeship Program.</p>	<p>The only difference between UESF and SFUSD proposals is SFUSD’s rejection of use of the word “paraeducator” in place of “paraprofessional.”</p>
24 General Conditions	<p>SFUSD shall conduct in-service training for all newly hired members within 20 days after 1st day of work.</p> <p>No member shall be requested to serve in the place of an absent teacher. Deleted current language “except in an emergency.”</p> <p>Members who serve in place of absent</p>	<p>SFUSD accepted.</p> <p>SFUSD accepted.</p> <p>SFUSD rejected.</p>

	teacher shall be compensated at their hourly rate plus substitute teacher rate.	
30 Duration	3 years	3 years

Notes:

SFUSD's classified compensation proposal is a package, and includes salary, benefits, and a committee to look into reclassifying C10s to A01s.

UESF's classified compensation proposal is a package, and includes salary (Art. 13), benefits (Art. 13), floating holidays (Art. 10), work year (Art. 9), and longevity pay (Art. 13).