SIDE LETTER BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND UNITED EDUCATORS OF SAN FRANCISCO REGARDING EMERGENCY STAFFING PLAN AUGUST 9, 2022

The San Francisco Unified School District and the United Educators of San Francisco agree to the terms below to mitigate the crisis of staffing shortages at schools in preparation for the commencement of the 2022-2023 school year (Side Letter). Unless specified otherwise, no section in this Side Letter will supersede the collective bargaining agreement between the parties.

1. QTEA Substitutes

- a. This Side Letter amends article 26.12.1.1 of the Certificated collective bargaining agreement to allow QTEA substitutes to be assigned to moderate/severe special education classrooms outside of High Potential schools as a substitute teacher for the 2022-2023 school year.
- 2. Evaluations and Professional Development
 - i. Formal evaluations shall be suspended for all TSAs who are still reassigned as of October 1, 2022 for the 2022-2023 school year.
 - On August 17th, 24th and 31st, unit members are strongly encouraged but not required to attend professional development during early release
 Wednesday across all school sites. Centrally-assigned TSA's reassigned in the process stipulated below will not be held responsible for any aspect of Aug. 17 Professional Developments unless they volunteer to do so.
- 3. Reassignments
 - a. This Side Letter amends article 15.8 of the Certificated collective bargaining agreement to allow a site leader to reassign a unit member within their school site, including site-based TSAs, following a limited process of seeking volunteers from their staff, as required by the CBA, in order to combine classrooms with reduced enrollment or to eliminate vacancies. The volunteer seeking process shall be limited to a 12 hour turn around period. The reassignment must be made no later

than Friday, August 12th. A certificated unit member who is reassigned in this way shall receive a one-time off the salary schedule stipend of \$1,500 which shall be paid no later than October 31, 2022.

- 4. TSA Deployment
 - a. The District shall reassign Teachers on Special Assignment (TSAs) to cover classroom vacancies. The models the District will use for TSA reassignment shall be as follows: (1) job sharing between a site-based TSA and either a centrally-based TSA or another site-based TSA (2) job sharing between two centrally-based TSAs and (3) full-time reassignment of a TSA without job sharing. The TSA being reassigned shall be able to indicate their preference regarding what school/site vacancy they are assigned to and what model they prefer.
 - Job sharing between a site-based TSA and a centrally-based TSA or another site-based TSA means that the site-based TSA and the centrallybased TSA share an assignment at the school site of the site-based TSA 50/50. The two TSAs shall work with the Principal to determine how to establish the job sharing schedule.
 - ii. Job sharing between two centrally-based TSAs means that two centrallybased TSAs share an assignment at a school site 50/50. The two TSAs shall work with the Principal to determine how to establish the job sharing schedule. The Principal shall designate the teacher of record. The parties recognize and agree that TSAs may be assigned outside of their credential area.
 - Full-time reassignment of TSAs without job sharing shall occur as needed to ensure classrooms are fully staffed.
 - b. In all instances:
 - i. TSAs will only be placed outside of the credential area if they volunteer.
 - TSAs who were reassigned last year as part of the Side Letter Between San Francisco Unified School District and United Educators of San Francisco Regarding TSA Reassignment signed on October 3, 2021 shall not be reassigned for the 22-23 school year, as agreed to in the aforementioned

side letter. Human Resources shall assign all remaining TSAs to classroom vacancies based on preferences and credential area in order of seniority.

- iii. A TSA who is reassigned shall receive a one-time stipend of \$1,500 which shall be paid no later than October 31, 2022, provided the unit member is in active status on the date of payment. A TSA who is reassigned full-time without job sharing shall receive a one-time stipend of \$3,000 which shall be paid no later than October 31, 2022, provided the unit member is in active status at the time of payment.
- iv. TSAs who are reassigned to a job sharing model shall receive a 50 percent reduction in workload for their regularly assigned TSA work through strong and accountable guidance to central and site supervisors from the central office with input from the union. Reassigned TSAs shall agree with their supervisor(s) from their regularly assigned TSA work regarding what constitutes a 50 percent reduced workload. If TSA and their original TSA supervisor are not able to agree to what constitutes a reduced 50 percent workload, UESF President and SFUSD Head of Human Resources shall come to an agreement for final determination. At the school site, there shall be clear expectations for unit and lesson planning, communication with families, assessment and grading to support clarity in job sharing arrangements, in consultation with the UBC in accordance with CBA article 23.
- v. Centrally-assigned TSAs who are reassigned to a job sharing arrangement shall not be responsible for induction coaching during the length of their reassignment, unless they opt-in. TSAs who opt-in to serve as an induction coach while job-sharing shall receive a stipend of \$1500 per inductee in June, 2023 for up to 3 inductees. No change will be made to existing stipends for unit members who opt-in to induction coaching.
 - PAR program peer coaches assigned to a job sharing model with a 50 percent workload shall work with 6 or less program participants, amending CBA article 39.3.10.

- c. The District shall exempt TSAs responsible for high priority work from reassignment. The list of TSAs who are exempt from reassignment shall be shared with the Union no later than August 11th, 2022.
- d. All reassigned TSA's have the right to return to their current positions if the vacant position is filled or the school year comes to an end, whichever is first.
- 5. Reassignment Timeline
 - a. TSAs who are exempt from reassignment shall be notified as such on Thursday, August 11th.
 - b. All TSAs shall receive an initial communication on Friday, August 12 that includes the list of vacancies that are eligible for reassignment.
 - c. TSAs who are eligible for reassignment must submit their preferences for assignment and model regarding classroom vacancies to Human Resources by 5pm on Sunday August, 14th.
 - d. TSAs will receive assignment letters on Monday, August 15th by 5pm describing whether they are job sharing and, if so, the unit member with whom they will job share. The TSA should report to their assigned school site at the start of the day on Tuesday, August 16th.
- 6. Additional Fall Vacancies
 - a. In recognition of the likelihood of the need to reassign additional staff after the start of the school year due to ongoing resignations, the District and the Union agree to meet no later than September 9th to discuss the need for ongoing reassignment.
- 7. This agreement is a non-precedent setting and expires on June 30, 2023.
- 8. This Side Letter shall become effective upon execution by the Acting Head Negotiator for the District and the President of the Union.

San Francisco Unified School District

Daniel Menezes Acting Head Negotiator United Educators of San Francisco

Cassondra Curiel

President

Date: August 9, 2022

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